

No. 5413

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**UNITED STATES OF AMERICA  
and  
CANADA**

**Exchange of notes (with annex) constituting an agreement  
relating to joint upper atmosphere research facilities at  
Fort Churchill, Manitoba. Ottawa, 14 June 1960**

*Official text: English.*

*Registered by the United States of America on 31 October 1960.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
CANADA**

**Échange de notes (avec annexe) constituant un accord rela-  
tif à des installations de recherches communes sur la  
haute atmosphère situées à Fort Churchill (Manitoba).  
Ottawa, 14 juin 1960**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 31 octobre 1960.*

No. 5413. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO JOINT UPPER ATMOSPHERE RESEARCH FACILITIES AT FORT CHURCHILL, MANITOBA. OTTAWA, 14 JUNE 1960

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

No. 307

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 which have taken place between Canadian and United States authorities concerning the continued utilization of the existing upper atmosphere research facilities at Fort Churchill, Manitoba. These facilities were developed and initially used for research activities of the International Geophysical Year pursuant to the authorization contained in Note No. D-204, of August 29, 1955, from the Department of External Affairs.<sup>2</sup>

These discussions have revealed that the mutual interests of Canada and the United States would be advanced by the continued availability of the facilities for the conduct of certain joint upper atmosphere research activities and cold weather testing for field Army support equipment. It is, therefore, proposed that the use of these facilities be in accordance with the conditions set forth in the Annex<sup>3</sup> to this Note. It is understood that any action to be taken by the United States Government in this regard shall be subject to the availability of funds.

If the provisions of the attached Annex meet with the approval of the Government of Canada, it is proposed that this Note and the reply to it constitute an agreement effective as of the date of their exchange.

Embassy of the United States of America

Ottawa, June 14, 1960

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<sup>1</sup> Came into force on 14 June 1960 by the exchange of the said notes.

<sup>2</sup> Not printed by the Department of State of the United States of America.

<sup>3</sup> See p. 368 of this volume.

## ANNEX

## STATEMENT OF CONDITIONS GOVERNING THE MAINTENANCE AND OPERATION OF UPPER ATMOSPHERE RESEARCH AND COLD WEATHER TESTING FACILITIES AT FORT CHURCHILL

(Hereinafter, unless the context otherwise requires, "Canada" means the Government of Canada, the "United States" means the Government of the United States of America, and "facilities" means the range and related installations for upper atmosphere research and cold weather testing at Fort Churchill, Manitoba.)

*1. Consultation*

(a) The appropriate authorities of the two Governments will consult closely in connection with the operation, use, maintenance and logistic support of the facilities and plans for and location of any additional facilities. Subsequent construction, major improvements to existing buildings, roads, ranges, etc., and the installation of major items of additional equipment shall be agreed between the appropriate authorities of the two Governments.

(b) An Operational Coordinating Group made up of representatives of appropriate departments and agencies of the United States and Canada will be established to facilitate consultation on matters covered by this Statement of Conditions.

*2. Operation*

(a) As the continued use of the facilities for scientific purposes and cold weather testing for field Army support equipment is in the mutual interest of Canada and the United States, all the activities to be undertaken under this agreement shall, as far as is practicable, be carried out on a joint basis. To this end each Government shall without charge and to the extent compatible with its needs, make available to the other such fixed improvements, equipment and services as the appropriate agencies shall agree are necessary to ensure the effective use of the facilities.

(b) Subject to subparagraph 2(a), the United States shall have those rights of operation necessary to ensure the effective use of the facilities and the right to stockpile equipment, material and supplies.

(c) In order to ensure the most effective use of the facilities, the program of tests shall be submitted in advance to the Canadian authorities for their approval.

(d) Any arrangements which might involve use of provincial or private property will be made only through appropriate Canadian Government agencies.

*3. Period of Operation*

(a) The facilities will be operated in accordance with the provisions of paragraph 2, and the United States may station the personnel provided for in paragraph 5, for a period of five years commencing from the date when this agreement enters into force, or such shorter period as may be agreed upon by the two Governments. After the expiration of the five-year period, in the event that either Government concludes that the 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. Following consideration

by the Permanent Joint Board on Defense, either Government may decide that the facilities in question may be disposed of, in which case the arrangements shown in paragraph 9 below regarding ownership and disposition of the installations shall apply.

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

#### 4. *Financing*

The costs of operation and maintenance of the facilities provided and operated by the United States shall be the responsibility of the United States, except as otherwise agreed between the Canadian and United States authorities to take account of Canadian utilization of the facilities.

#### 5. *Manning*

For the purpose of this agreement, the United States may station personnel in Canada who shall be responsible to the appropriate United States commander at Fort Churchill. It is recognized, however, that the senior Canadian officer at Fort Churchill shall have overall command and administrative control for all matters relating to the use of the facilities. The number of United States personnel to be stationed at Fort Churchill for the operation and maintenance of the facilities 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 facilities effectively.

#### 6. *Safety*

In establishing operational procedures the utmost precaution shall be taken to ensure that objects fired into the upper atmosphere do not fall in populated areas and that they do not constitute a hazard to aviation or shipping. Range safety requirements and control measures established by appropriate Canadian authorities will be observed.

#### 7. *Construction*

(a) Procedures for awarding contracts for the improvement of existing facilities or for the construction of any additional 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.

(b) Rates of pay and working conditions will be set after consultation with the Canadian Department of Labour in accordance with the Canadian Fair Wages and Hours of Labour Act.

#### 8. *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, in the event electronic equipment additional to that at present at Fort Churchill will be required, consultation shall take place between appropriate representatives of the two Governments.

#### 9. *Ownership of Removable Property*

Ownership and right of disposal of removable property brought into or purchased in Canada by the United States, 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 the removal or disposal shall not impair the operation of any installation whose discontinuance has not been determined in accordance with the provisions of paragraph 3, and *provided* that, if Canada is making continuing and substantial use of any or all of the facilities, the United States is prepared, within the framework of available authority, to enter into suitable alternative arrangements by agreement between the appropriate agencies of the two Governments with respect to all such property located at Fort Churchill for the purpose of ensuring that such Canadian use is not disrupted, and *provided* further that removal or disposal shall not be delayed beyond a reasonable time after the date on which the operation of the facilities 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, between the Secretary of State for External Affairs and the United States Ambassador in Ottawa, concerning the disposal of excess property.<sup>1</sup>

#### 10. *Transportation*

Canadian commercial air carriers will be used in the movement of cargo and civilian personnel point-to-point within Canada to the fullest extent practicable, as provided by the "Understanding on the use of civil air transport within Canada", reached on August 6th, 1959, between the United States Air Force and the Department of Transport,<sup>2</sup> or any subsequent amendment to that arrangement.

#### 11. *Telecommunications*

The United States authorities shall obtain the approval of the Canadian Department of Transport for the establishment and operation 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.

#### 12. *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 maintenance or operation of the facilities, United States authorities may request the assistance of Canadian authorities in seeking appropriate

<sup>1</sup> United Nations, *Treaty Series*, Vol. 134, p. 205.

<sup>2</sup> Not printed by the Department of State of the United States of America.

alleviation. Canadian authorities will give sympathetic consideration to any such request submitted by United States authorities.

### 13. *Canadian Immigration and Customs Regulations*

(a) Except as otherwise provided, 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 in the maintenance or operation of the 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.

### 14. *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 become the property of the United States and are to be used in the maintenance or operation of the 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 maintenance or operation of the facilities.

### 15. *Information*

(a) The scientific and technical information derived by the departments and agencies of each Government pursuant to this Agreement shall be made available to the appropriate departments and agencies of the other Government.

(b) The public release of information concerning the subject of this agreement will in all cases be the subject of prior consultation and agreement between appropriate departments and agencies of the two Governments.

### 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,<sup>1</sup> 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.

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

## II

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

THE SECRETARY OF STATE FOR EXTERNAL AFFAIRS

CANADA

No. 98

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. 307 of June 14 concerning the continued utilization of the facilities at Fort Churchill, Manitoba, developed for the International Geophysical Year, for certain joint upper atmosphere research activities and cold weather testing for field army support equipment.

The terms and conditions to govern the use of these facilities 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.

H. C. GREEN

Ottawa, 14 June 1960