

No. 5580

**UNITED STATES OF AMERICA
and
CANADA**

Exchange of notes (with annex) constituting an agreement relating to co-operation for tracking and receiving radio signals from space vehicles. Ottawa, 24 August 1960

Official text: English.

Registered by the United States of America on 23 February 1961.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

Échange de notes (avec annexe) constituant un accord de coopération pour le repérage des véhicules spatiaux et la réception de leurs signaux radio-électriques. Ottawa, 24 août 1960

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 23 février 1961.

No. 5580. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO CO-OPERATION FOR TRACKING AND RECEIVING RADIO SIGNALS FROM SPACE VEHICLES. OTTAWA, 24 AUGUST 1960

I

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

No. 367

Ottawa, August 24, 1960

Sir :

I have the honor to refer to recent discussions between representatives of our two Governments concerning our common interests in the advancement of science, particularly in the increase of man's knowledge of his spatial environment and its effects. In view of the mutual benefits that could result from the extension of such knowledge and from its peaceful applications, the Government of the United States proposes that the Government of Canada join with it in a cooperative effort for tracking and receiving radio signals from space vehicles to be carried out in accordance with the terms² annexed to this note.

It is understood that to the extent this agreement will depend on funds appropriated by the Congress of the United States it is subject to the availability of such funds.

If the Canadian Government concurs, I propose that 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.

Richard B. WIGGLESWORTH

The Honorable Howard C. Green
Secretary of State for External Affairs
Ottawa

¹ Came into force on 24 August 1960 by the exchange of the said notes.

² See p. 228 of this volume.

ANNEX

CONDITIONS TO GOVERN THE ESTABLISHMENT AND OPERATION OF
A MINITRACK STATION IN THE VICINITY OF ST. JOHN'S,
NEWFOUNDLAND

This effort is to be conducted through a cooperating agency from each Government, which on the part of the United States Government will be the National Aeronautics and Space Administration and on the part of the Canadian Government will be the National Research Council.

1. *Sites*

The location and size of the station site required in Canada shall be a matter for mutual agreement by the cooperating agencies of the two Governments. Canada shall acquire and retain title to all lands required for the station.

2. *Liaison Arrangements*

The cooperating agencies of both Governments shall consult fully at all stages of station site selection, construction and operation.

3. *Provision of Electronic Equipment*

(a) 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 cooperating agencies of both Governments to determine the application of the principle. The factors to be taken into account shall include availability at the time required, cost and performance.

(b) Because of the delivery problems and the relatively small quantities involved, it is agreed that the technical components will, in all probability, be provided from a United States source. The question of installation, however, should be decided in consultation between the cooperating agencies of both Governments.

4. *Construction*

(a) Procedures for accomplishing construction of the station and for the procurement of construction equipment, construction supplies and related technical services shall be determined by agreement between the cooperating 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.

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 station, Canadian authorities will give sympathetic consideration to any such request submitted by the United States Government authorities.

6. *Financing*

The cost of construction of the station, of the provision and replacement of specialized equipment and of necessary specialized training of operational personnel shall be the responsibility of the United States. Canada shall provide the land for the station site at no cost to the United States. Following construction of the station, the maintenance and other costs associated with the operation of the station except those pertaining to additional equipment and new construction shall be borne by Canada. The costs connected with the pay and upkeep of United States personnel posted to the station for scientific or other purposes will be borne by the United States Government. The two Governments shall cooperate fully to ensure that the station is established, maintained and operated with all possible economy.

7. *Manning*

The manning of the station will be carried out by Canadian personnel; the United States cooperating agency may by agreement with the Canadian cooperating agency station personnel at the site if it is deemed technically desirable to do so.

8. *Period of Operation of the Station*

This Agreement will remain in effect for a period of ten years and for such additional periods as may be subsequently agreed upon by the two Governments. Either Government, however, may terminate the Agreement at any time by giving the other Government ninety days' written notice of intent to terminate, in which event the Agreement will terminate at the end of the ninety-day period.

9. *Ownership of Removable Property*

The United States shall retain ownership of any removable property (including readily demountable structures) it provides. The United States shall have the right of removing or disposing of all such property on termination of this Agreement, provided that removal or disposal shall not be delayed beyond a reasonable time after the date upon which the operation of the station 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.¹

10. *Telecommunications*

Established commercial communication systems will be used where practical for communication between the station and appropriate United States bases. The cost of this or of any special installations that may be necessary will be borne by the United States cooperating agency. Operation and maintenance of all communication equipment will be the responsibility of the Canadian cooperating agency. The Canadian cooperating agency will also be responsible for appropriate approvals and the assignment of frequencies.

11. *Scientific Information*

All scientific data obtained in the course of operation of this station shall be made available to both Governments. The station can be used for independent scientific activity of the Canadian Government, it being understood that :

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

- (a) such activities will be conducted so as not to conflict with the agreed schedule of operation; and
- (b) any additional operating costs resulting from such independent activity will be borne by the appropriate Canadian authorities.

12. *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 cooperating agency personnel as may be assigned to visit or participate in the operation of the station.

13. *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.

14. *Supplementary Arrangements and Administrative Agreements*

Supplementary arrangements or administrative agreements between the cooperating agencies of the two Governments may be made from time to time for purposes 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. 161

Ottawa, August 24, 1960

Excellency :

I have the honour to refer to your Note No. 367 of August 24, 1960 in which you propose that the Government of the United States should join with the Government of Canada in a co-operative effort for tracking and receiving radio signals from space vehicles to be carried out in accordance with the terms annexed to your Note, through the establishment of a satellite tracking station near St. John's, Newfoundland.

I have the honour to state that the Government of Canada is prepared to enter into an agreement to establish such a station on the conditions set out in the annex to your Note, and therefore accepts your proposal that your Note and this reply should constitute an agreement for this purpose.

It is understood that to the extent that this agreement will depend on funds appropriated by the Canadian Parliament, it is subject to the availability of such funds.

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

H. C. GREEN
Secretary of State for External Affairs

His Excellency Richard B. Wigglesworth
Ambassador of the United States of America
Ottawa