

No. 6818

**UNITED STATES OF AMERICA
and
CANADA**

**Exchange of notes constituting an agreement relating to an
operational meteorological satellite system. Ottawa,
28 December 1962**

Official text: English.

Registered by the United States of America on 16 July 1963.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

**Échange de notes constituant un accord relatif à un système
de satellites météorologiques opérationnels. Ottawa,
28 décembre 1962**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 16 juillet 1963.

No. 6818. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO AN OPERATIONAL METEOROLOGICAL SATELLITE SYSTEM. OTTAWA, 28 DECEMBER 1962

I

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

EMBASSY OF THE UNITED STATES OF AMERICA

No. 176

Ottawa, December 28, 1962

Sir :

I have the honor to refer to discussions between representatives of the United States and Canada, with regard to Canadian participation in an operational meteorological satellite system being established by the United States. This cooperative venture for peaceful, scientific purposes will represent an important step toward realization of the benefits of satellite meteorology for the peoples of the world.

The system being established by the United States is designed to provide eventually for continuous meteorological observation on a global basis. Data derived from the cooperative program will be available to both countries and, in harmony with the objectives of the United Nations, shall also be made available for use by the world meteorological community. Specifically Canadian participation in this system is sought through the joint establishment and operation of a command and data acquisition station on Canadian territory, this station to constitute one element in an integrated command and data acquisition network.

It is proposed that the cooperative program be carried out in accordance with the following principles and procedures :

1. *Cooperating Agencies*

The project shall be conducted by Cooperating Agencies designated by each Government. On the part of the Government of the United States of America the Cooperating Agency will be the National Aeronautics and Space Administration,

¹ Came into force on 28 December 1962 by the exchange of the said notes.

acting with the United States Weather Bureau, and on the part of the Government of Canada the Cooperating Agency will be the Department of Transport. Either Government may change the designation of its Cooperating Agency by means of a notice in writing to the other Government.

2. Site Selection

The command and data acquisition station shall be constructed in the Maritime Provinces of Canada or in Newfoundland, at a site to be selected by mutual agreement of the Cooperating Agencies.

3. Land Acquisition

Land required as a site for the station shall be acquired by the Canadian Cooperating Agency and ownership shall be vested in the Crown.

4. Station Operation

The Canadian Cooperating Agency shall be responsible for operation of the station, it being understood that the station constitutes one element of an operational meteorological satellite network and, consequently, will be operated in accordance with the requirements of that network. Staffing of the station will be a responsibility of the Canadian Cooperating Agency. United States personnel may be located at the station for assistance, training and liaison purposes. Canadian personnel may similarly be located at the central headquarters of the network near Washington, D.C.

5. Financing

(a) All capital costs of the project shall be borne by the United States. It is understood that the United States Cooperating Agency will, in so far as practicable with regard to the technical direction of the overall project, make every effort to utilize Canadian enterprise to the maximum extent feasible in establishment of the station. This intention will be further specified in agreements between the two Cooperating Agencies.

(b) The question of Canadian participation in the operating costs of the station will be considered at a later date.

6. Immigration and Customs Regulations

Each Government will take the necessary steps, in accordance with its immigration and customs regulations and subject to such controls as are mutually agreed by the Cooperating Agencies, to facilitate the admission into its territory of such personnel, with their personal possessions, as may be assigned by the other Government to participate in the cooperative program.

7. Taxes

Each Government shall, to the extent permitted by its national legislation, grant relief from all taxes or customs duties on materials and equipment used in the construction or operation of the meteorological satellite system. In particular, 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 construction, maintenance or operation of the facility. Canada shall also grant refunds by way

of drawback of the custom 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 and operation of the facility.

8. *Telecommunications*

Established domestic communications systems will be used where practical for communication between the station and appropriate United States network control and meteorological centers. The Government of Canada will be responsible, subject to the provisions of paragraph 5 with respect to financing, for the provision and operation of a communication link between the station and established communication systems. The Government of Canada shall also allocate the frequencies required for operation of the station's communications facilities including communication with the meteorological satellite. The United States Cooperating Agency shall provide for communication links within the United States.

9. *Ownership of Removable Property*

The Government of the United States shall retain ownership of any removable property (including readily demountable structures) it provides or pays for in connection with the station. The Government of the United States shall have the right to remove or dispose of all such property on termination of this agreement, or, to the extent it is no longer required for the operation of the station, at other times. Removal or disposal of such United States Government property 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 Government excess property in Canada shall be carried out in accordance with the provisions of the agreement between the United States and Canada concerning the disposal of excess property, effected by Exchange of Notes at Ottawa on August 28 and September 1, 1961.¹

10. *Agreement between Cooperating Agencies*

Terms and conditions for implementing the provisions of this Agreement, together with such other related matters as may be appropriate, including utilization and modification of equipment, shall be the subject of supplemental arrangements between the two Cooperating Agencies. Such arrangements may be modified by the Cooperating Agencies as necessary from time to time, within the purposes of the present Agreement.

11. *Duration*

This Agreement shall remain in force for a period of ten years and for such additional periods as may be agreed upon by the two Governments. Either Government may after consultation with the other Government, and upon the giving of suitable advance notice in writing of its intent, terminate the Agreement at any time. In determining the amount of advance notice which shall be given to the United States under this provision, the Government of Canada agrees to be guided by the consider-

¹ United Nations, *Treaty Series*, Vol. 421, p. 199.

ation of the length of time required by the United States to relocate the station, to construct a new station, or to make such other arrangements as are required in connection with the operation of the meteorological satellite system. In determining the amount of advance notice which shall be given to Canada under this provision, the Government of the United States agrees to be guided by the consideration of the length of time required by Canada to accomplish an orderly phasing out of the station's participation in the meteorological satellite system.

In the Government of Canada concurs, I propose that this note and your reply shall constitute an agreement which will enter into force on the date of your reply.

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

W. W. BUTTERWORTH

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

II

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

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. 245

Ottawa, December 28, 1962

Excellency :

I have the honour to refer to your Note No. 176 of December 28, 1962 in which you propose that the Government of Canada join with the Government of the United States in a cooperative programme for the establishment and operation of a command and data acquisition station in Canada to serve an operational meteorological satellite system being established by the United States.

I have the honour to state that the proposals in your Note are acceptable to the Government of Canada, and that it therefore accepts your proposal

that your Note and this reply shall constitute an agreement between our two governments with effect from this date.

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

H. C. GREEN
Secretary of State for External Affairs

His Excellency W. Walton Butterworth
Ambassador of the United States of America
Ottawa