

No. 7687

UNITED STATES OF AMERICA
and
CANADA

Exchange of notes (with annex) constituting an agreement concerning the establishment, operation, and maintenance of a long-range aid to navigation (LORAN-C) station in Newfoundland. Ottawa, 16 September 1964

Official text: English.

Registered by the United States of America on 14 April 1965.

ÉTATS-UNIS D'AMÉRIQUE
et
CANADA

Échange de notes (avec annexe) constituant un accord concernant la construction, l'utilisation et l'entretien à Terre-Neuve d'une station LORAN-C et d'une station de contrôle des émissions. Ottawa, 16 septembre 1964

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 14 avril 1965.

No. 7687. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND CANADA CONCERNING THE ESTABLISHMENT, OPERATION, AND MAINTENANCE OF A LONG-RANGE AID TO NAVIGATION (LORAN-C) STATION IN NEWFOUNDLAND. OTTAWA, 16 SEPTEMBER 1964

I

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

EMBASSY OF THE UNITED STATES OF AMERICA

Ottawa, Ontario, September 16, 1964

No. 72

Sir :

I have the honor to refer to discussions between officials of our two Governments concerning the construction of a LORAN-C Station and its associated Monitor Control Station in Newfoundland.

On the instructions of my Government I wish to propose that our two Governments enter into an Agreement for the construction, operation and maintenance of a LORAN-C Station in Newfoundland, probably in the vicinity of Cape Race, and a Monitor Control Station at a site yet to be determined. These stations will be constructed by the United States Coast Guard and operated and maintained by an agency of the Canadian Government at the expense of the United States Government. The construction, operation and maintenance of the proposed stations will be subject to the terms and conditions contained in the Annex to this Note. It is understood that the carrying out of this Agreement is subject to the availability of appropriated funds on the part of the United States.

It is agreed that establishment of the proposed LORAN-C station in Canada will not prejudice the position of the Government of Canada regarding adoption of an international long distance radio-navigation system, or preclude the erection of Canadian stations to participate in any such system.

¹ Came into force on 16 September 1964 by the exchange of the said notes.

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 consideration 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 LORAN-C 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 LORAN-C System.

If the foregoing is acceptable to the Canadian Government, I have the further honor to propose that this Note, together with its Annex, and your Note in reply to that effect shall constitute an Agreement between our two Governments regarding this matter, which shall enter into force on the date of your reply.

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

W. W. BUTTERWORTH

The Honourable Paul Martin
Secretary of State for External Affairs
Ottawa

A N N E X

TERMS AND CONDITIONS GOVERNING THE ESTABLISHMENT, MAINTENANCE AND OPERATION OF A LORAN-C STATION AND ITS ASSOCIATED MONITOR CONTROL STATION IN NEWFOUNDLAND

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 United States Coast Guard, (hereinafter referred to as U.S.C.G.) and on the part of the Government of Canada the Cooperating Agency will be the Department of Transport, (hereinafter referred to as D.O.T.). 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 LORAN-C Transmitting Station and the LORAN-C Monitor Control Station shall be constructed in the Province of Newfoundland, at sites to be selected by mutual agreement of the Cooperating Agencies.

3. *Land Acquisition*

Land required as sites for the stations shall be acquired by the D.O.T. and ownership shall be vested in the Crown, in right of Canada.

4. *Station Operation*

The D.O.T. shall be responsible for operation of the stations, it being understood that the stations constitute two elements of an operational LORAN-C System, and, consequently, will be operated in accordance with the requirements of that system. Management and staffing of the station will be a responsibility of the D.O.T. United States personnel may be located at the station for assistance, training and liaison purposes. Canadian personnel may similarly be assigned to existing U.S. operated LORAN-C stations or to established U.S. training stations for familiarization, training, or liaison.

U.S.C.G. personnel located at the Newfoundland Station in accordance with the preceding paragraph, may for administrative purposes, be regarded as members of the U.S.C.G. detachment at Argentina.

5. *Financing*

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

(b) The rates of pay and working conditions for labor will be established after consultation with the Canadian Department of Labour in accordance with the Canadian Fair Wages and Hours of Labour Act of 1935.

(c) The question of possible 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 LORAN-C Transmitter and Monitor Control Stations. In particular, Canada shall grant remission of customs duties and excise taxes on goods imported specifically for the purpose of these facilities 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 these facilities. Canada shall also grant refunds by way of drawback of the custom duty paid on goods imported by Canadian manufacturers specifically for the purpose of these facilities 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. Technical Characteristics of the LORAN-C Station

- (a) Assigned frequency — 100 kc/s
- (b) Transmitting power — 4 Megawatt peak
Transmitter duty cycle approximately 0.02
- (c) Emission 20 P 9

(d) Power spectrum — In accordance with Article 5, No. 166 of the ITU Radio Regulations (Geneva 1959)¹ at least 99 % of the total power of the emissions shall be confined within the band 90-110 kc/s, and such emissions shall not cause harmful interference outside that band to stations operating in accordance with the afore-mentioned Radio Regulations.

9. Harmful Interference

The LORAN-C station shall be operated in accordance with the Table of Frequency Allocations, Article 5 of the Radio Regulations (Geneva, 1959) and Footnote No. 166 thereto. Should interference problems arise the U.S.C.G. and the D.O.T. will cooperate in resolving such problems through the application of all reasonable and practicable technical measures.

If the LORAN-C emissions cause harmful interference to other radio services outside the band 90-110 kc/s, the D.O.T., after notifying the U.S.C.G., may shut down the LORAN-C facility until the interference is mitigated, except for brief test transmissions. The U.S.C.G. agrees to take all necessary measures to resolve such problems of harmful interference and to assume responsibility for any resultant expenditures.

The United States Government agrees to cooperate with Canada in finding suitable replacement frequencies for any existing or planned Canadian frequency assignments displaced by LORAN-C transmissions of this station.

¹ United States of America : *Treaties and other International Acts Series 4893.*

10. *Telecommunications*

The provision of telecommunication circuits, both land line and radio (including the assignment of frequencies) will be the subject of consultations between the U.S.C.G. and the D.O.T., having regard to the desirability of using existing circuits and, wherever possible, existing Canadian public circuits. The U.S.C.G. shall provide for communication links outside of Canada.

11. *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 stations. 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 stations, 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 stations 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

12. *Agreement Between Cooperating Agencies*

Subsidiary arrangements for the purpose of implementing this Agreement may be entered into by the Cooperating Agencies. Such subsidiary arrangements may be modified by the Cooperating Agencies as necessary from time to time, within the purposes of the present Agreement.

13. *Protection of Wildlife and Objects of Historical Interest*

No game, fish or wildlife shall be taken or molested by members of the construction force or personnel on the station staff, except as permitted by Canadian law.

No objects of archaeological interest or historical significance will be disturbed or removed from Canada.

14. *Information*

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

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

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

II

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

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. 143

Ottawa, September 16, 1964

Excellency :

I have the honour to acknowledge receipt of your Note No. 72 dated September 16, 1964, concerning the construction, maintenance and operation of a LORAN-C Station and its associated Monitor Control Station in Newfoundland.

The Government of Canada accepts your proposal that our two Governments conclude an Agreement on this subject in accordance with the terms set out in your Note and its Annex.

I therefore accept your further proposal that your Note and its Annex, together with this reply, shall constitute an Agreement between our two Governments on this subject with effect from this date.

Paul MARTIN
Secretary of State for External Affairs

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