

No. 7933

**UNITED STATES OF AMERICA
and
CANADA**

Exchange of notes (with annex) constituting an agreement relating to the establishment, operation and maintenance of a torpedo test range in the Strait of Georgia. Ottawa, 12 May 1965

Official text: English.

Registered by the United States of America on 21 September 1965.

**ÉTATS-UNIS D'AMÉRIQUE
et
CANADA**

Échange de notes (avec annexe) constituant un accord concernant l'établissement, l'utilisation et l'entretien d'une zone d'essai de torpilles dans le détroit de Géorgie. Ottawa, 12 mai 1965

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 21 septembre 1965.

No. 7933. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND CANADA RELATING TO THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF A TORPEDO TEST RANGE IN THE STRAIT OF GEORGIA. OTTAWA, 12 MAY 1965

I

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

EMBASSY OF THE UNITED STATES OF AMERICA

No. 219

Ottawa, May 12, 1965

Sir :

I have the honor to refer to discussions in the Permanent Joint Board on Defense and other discussions between representatives of the Royal Canadian Navy and the United States Navy concerning the establishment, operation, and maintenance of a torpedo test range in the Strait of Georgia.

I have the honor to propose that our two Governments authorize the establishment, operation, and maintenance of such a torpedo test range under the conditions set forth in the Annex to this Note, it being understood that any undertaking by either Government shall be subject to the availability of funds.

If the conditions set forth in the Annex and in this Note are acceptable to your Government, I have the honor to propose that this Note and your Note in reply to that effect shall constitute an agreement between our Governments which shall enter into force on the date of your reply for a period of ten years and shall continue in force thereafter until terminated either by mutual agreement or as hereinafter provided. Following the ten year period, if either Government concludes that the facility, or any installations which are a part thereof, are no longer required, and the other Government does not agree, the question of continuing need shall be referred to the Permanent Joint Board on Defence. In considering the question of need,

¹ Came into force on 12 May 1965 by the exchange of the said notes.

the Permanent Joint Board on Defence shall take into account the relationship of the facility to any other similar installation established in the mutual defense interest of the two countries. Following consideration by the Permanent Joint Board on Defence either Government may decide either that any installations which are a part of the facility should be closed or that the Agreement should be terminated ; in which case, following 12 months' written notice of such decision being given to the other Government, those installations shall be closed or this Agreement shall be terminated, as the case may be ; and the arrangements set forth in paragraph 6 of the Annex regarding ownership and disposition of property shall apply.

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

W. W. BUTTERWORTH

Attachment :
Annex.

The Honorable C. M. Drury
Acting Secretary of State for External Affairs
Ottawa

A N N E X

CONDITIONS FOR THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF THE TORPEDO TEST RANGE IN THE STRAIT OF GEORGIA

In this Annex, unless the context otherwise requires, "United States" means the Government of the United States ; "Canada" means the Government of Canada ; and "facility" means the torpedo testing range to be established in the Strait of Georgia including necessary supporting equipment and water craft as provided herein or as may be additionally agreed between the United States Navy and the Royal Canadian Navy.

1. *Royal Canadian Navy Station*

The facility shall be a Royal Canadian Navy Station, and the Royal Canadian Navy shall be responsible for administration, security, and operational control.

2. *Sharing of the Facility*

Available operating time of the facility shall be allotted equally between Canada and the United States unless otherwise agreed by the United States Navy and the Royal Canadian Navy. Either Government may make arrangements for other departments of their respective Governments, or civilian contractors working in the interests of that Government or a friendly foreign country to use such operating time allotted to it, subject

to detailed arrangements to be made between the United States Navy and the Royal Canadian Navy.

3. *Construction, Equipping and Cost-Sharing*

The United States shall be responsible for the supply, installation and maintenance of the technical equipment required for the operation of the range, for furnishing technical training necessary for the operation of this equipment, and for the provision of such range craft (including crew) as may be agreed between the United States Navy and the Royal Canadian Navy, and for the costs thereof. The United States and Canada shall be jointly responsible for manning and operating the technical equipment. Canada shall be responsible for providing other shore-based personnel required to operate the facility and for the construction and maintenance of the necessary fixed facilities including buildings, roads, jetties, power and water supplies, and for provision of a target vessel and such other water craft (including crew) as may be agreed, and for the costs thereof. Except as provided above, the United States shall have the right to use the facility without charge.

4. *Explosives*

No explosives larger than scare charges shall be used.

5. *Radio Installations*

Arrangements respecting such technical radio communications matters as frequencies, types of emission and power, as well as the location of antenna masts and the question of their marking and lighting, shall be co-ordinated with the Department of Transport through the Royal Canadian Navy and shall be subject to the approval of the Department of Transport.

6. *Ownership and Disposal of Removable Property*

(a) Ownership of all removable property brought into or purchased in Canada by the United States or its contractor and placed on the site, including readily demountable structures, shall remain in the United States. Subject to subparagraph 6 (b), the United States shall have the unrestricted right of removing or disposing of such property, *provided* that the removal or disposition shall not impair the operation of any installations whose discontinuance had not been determined in accordance with the provisions of this agreement, and *provided* further that removal or disposition takes place within a reasonable time after the date on which the operation of the installation has been discontinued.

(b) The disposal in Canada of United States property imported into or purchased in Canada by the United States or its contractor for this facility and declared surplus to United States defense needs shall be in accordance with the provisions of the Exchange of Notes of August 28 and September 1, 1961.¹

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

7. *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 will be administered by local Canadian officials designated by Canada.

(b) Canada shall take the necessary steps to facilitate the admission into the territories of Canada of such United States citizens as may be employed in the construction, operation, or maintenance of the facility, it being understood that the United States will bear all the costs of repatriating any such persons found objectionable by Canada without any expense to Canada.

8. *Taxes*

Canada shall grant remission of customs duties and federal sales 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 establishment, maintenance, or operation of the facility. 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 in connection with the establishment, maintenance, or operation of the facility.

9. *Status of Forces*

The Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces, signed at London on June 19, 1951,¹ shall apply.

10. *Supplementary Agreements and Administrative Arrangements*

Supplementary agreements and administrative arrangements between the United States Navy and the Royal Canadian Navy may be made from time to time in further implementation of, and in conformity with, the provisions of this agreement.

¹ United Nations, *Treaty Series*, Vol. 199, p. 67 ; Vol. 200, p. 340 ; Vol. 260, p. 452 ; Vol. 286, p. 380 ; Vol. 481, p. 588, and p. 330 of this volume.

II

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

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. 45

Ottawa, May 12, 1965

Excellency,

I have the honour to acknowledge receipt of your Note No. 219 of May 12, 1965, together with the Annex attached thereto, proposing an Agreement between the Government of the United States and the Government of Canada for the establishment, operation and maintenance of a torpedo test range in the Strait of Georgia.

I have the honour to inform your Excellency that the proposals contained in your Note and the conditions set forth in the Annex thereto are acceptable to the Canadian Government and, further, to confirm that your Note and this reply shall constitute an Agreement between our two Governments on this matter, effective this date.

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

C. M. DRURY
Acting Secretary of State for External Affairs

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