

**No. 8340**

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**UNITED STATES OF AMERICA  
and  
CANADA**

**Exchange of notes (with annex) constituting an agreement  
concerning ground-to-air communications facilities for  
defense purposes. Ottawa, 1 December 1965**

*Official text : English.*

*Registered by the United States of America on 29 September 1966.*

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

**Échange de notes (avec annexe) constituant un accord relatif  
à des installations de communications sol-air à des fins  
de défense. Ottawa, 1<sup>er</sup> décembre 1965**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 29 septembre 1966.*

No. 8340. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND CANADA CONCERNING GROUND-TO-AIR COMMUNICATIONS FACILITIES FOR DEFENSE PURPOSES. OTTAWA, 1 DECEMBER 1965

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## I

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

EMBASSY OF THE UNITED STATES OF AMERICA

No. 223

Ottawa, December 1, 1965

Sir :

I have the honor to refer to discussions in the Permanent Joint Board on Defense and between representatives of the United States Air Force and the Royal Canadian Air Force concerning the establishment, operation and maintenance of certain ground-to-air communications facilities in northern Canada, new facilities which would contribute substantially to communications reliability in the event of attack.

I understand that representatives of our two Governments have agreed that the proposed communications facilities would be established, operated and maintained on sites which were originally made available pursuant to : (1) the agreement concerning the Continental Radar Defense System signed at Washington on August 1, 1951 ;<sup>2</sup> (2) the agreement concerning the establishment in Canada of a Warning and Control System Against Air Attack signed at Washington on May 5, 1955 ;<sup>3</sup> or (3) the agreement concerning Leased Bases in Newfoundland signed at Washington on February 13 and March 19, 1952.<sup>4</sup>

The proposed communications facilities would utilize existing communications circuits including cable, tropospheric scatter and radio relay types of ground communication.

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<sup>1</sup> Came into force on 1 December 1965, by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 233, p. 109.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 241, p. 179.

<sup>4</sup> United Nations, *Treaty Series*, Vol. 174, p. 267.

I now have the honor to request that the Canadian Government approve the establishment, operation and maintenance of certain existing ground-to-air communications facilities and additionally proposed facilities in accordance with the conditions set forth in the Annex to this note. It is understood that, to the extent feasible but in no way derogating from the expressed conditions of this present agreement, the proposed facilities shall be operated as an integral part of the main activities of the respective sites on which they are or are to be located.

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, the Annex thereto, 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 communications facilities, or any portion 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 Defense. In considering the question of need, the Permanent Joint Board on Defense shall take into account the relationship of the facilities to any other similar installations established in the mutual defense interest of the two countries. Following consideration by the Permanent Joint Board on Defense, either Government may decide either that any portion of the facilities should be closed or that this Agreement should be terminated; in which case, following twelve 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 5 of the Annex regarding ownership and disposition of property shall apply.

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

W. W. BUTTERWORTH

Enclosure :  
Annex.

The Honorable Paul Martin  
Secretary of State for External Affairs  
Ottawa

#### A N N E X

#### STATEMENT OF CONDITIONS TO GOVERN THE ESTABLISHMENT, OPERATION AND MAINTENANCE OF GROUND-TO-AIR COMMUNICATIONS FACILITIES IN NORTHERN CANADA

1. All costs of the establishment, operation and maintenance of the ground-to-air communications facilities shall be the responsibility of the United States.

2. The United States Air Force may operate the facilities with contractor personnel.
3. Procedures for awarding contracts for establishment of the facilities, for the procurement and installation of equipment, and for the operation and maintenance of the facilities shall be determined by agreement between the appropriate agencies of the two Governments.
4. With regard to the establishment, construction, operation and maintenance of the facilities, rates of pay and working conditions for Canadian labor will be set after consultation with the Canadian Department of Labour in accordance with the Canadian Fair Wages and Hours of Labour Act.
5. Ownership and right of disposal of removable property brought into Canada or purchased in Canada and placed on the sites for the facilities, 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 removal or disposal shall not be delayed beyond a reasonable time after the date on which the operation of the facility 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 August 28 and September 1, 1961,<sup>1</sup> concerning the disposal of excess property.
6. The United States military authorities shall obtain, through the Royal Canadian Air Force, the approval of the Canadian Department of Transport for the establishment of radio stations associated with this project and shall establish and operate stations so approved in accordance with the terms of the license issued by the Department of Transport.
7. 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 shall be administered by local Canadian officials designated by Canada. Canada shall take the necessary steps to facilitate the admission into the territory of Canada of such United States citizens as may be employed on the facilities, it being understood that the United States shall bear the cost of repatriating any such persons if the contractors fail to do so.
8. 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 additional proposed 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 establishment, maintenance or operation of the facilities.

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<sup>1</sup> United Nations, *Treaty Series*, Vol. 421, p. 199.

9. 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; and, in order to facilitate the rapid and efficient construction or operation of the proposed facilities, the Canadian authorities will give sympathetic consideration to any such request submitted by the United States Government authorities. Particular attention is directed to the ordinances of the Northwest Territories and Yukon Territory, including those related to the following:

- (a) No game or wildlife shall be taken or molested in the Northwest Territories. Licenses to hunt in Yukon Territory may be purchased from representatives of the Yukon Territorial Government.
- (b) No objects of archaeological interest or historic significance in the Northwest Territories or Yukon Territory will be disturbed or removed therefrom without first obtaining the approval of the Canadian Department of Northern Affairs and National Resources.

10. (a) Any matters affecting the Eskimos, including the possibility of their employment in any area and the terms and arrangements for their employment, if approved, will be subject to the concurrence of the Department of Northern Affairs and National Resources.

(b) Supervisory personnel at each installation shall be responsible for ensuring that relationships between employees and the Eskimo population shall at all times be conducted in accordance with advice given by the Department of Northern Affairs and National Resources, or by the Royal Canadian Mounted Police acting on their behalf.

(c) There shall be no local disposal in the north of supplies or materials of any kind except with the concurrence of the Department of Northern Affairs and National Resources, or of the Royal Canadian Mounted Police acting on their behalf.

(d) Local disposal of waste shall be carried out in a manner acceptable to the Department of Northern Affairs and National Resources, or to the Royal Canadian Mounted Police acting on their behalf.

(e) In the event that any facilities have to encroach upon or disturb past or present Eskimo settlements, burial places, hunting grounds, etc., the United States shall be responsible for the removal of the settlement, burial ground, etc., to a location acceptable to the Department of Northern Affairs and National Resources.

11. The appropriate authorities of the two Governments may enter into direct arrangements to carry out the terms of this agreement. The obligations of the United States Government under this Agreement are understood to be subject to the availability of funds.

12. The Agreement between the parties of the North Atlantic Treaty regarding the Status of their Forces signed in London on June 19, 1951,<sup>1</sup> shall apply.

<sup>1</sup> United Nations, *Treaty Series*, Vol. 199, p. 67, and Vol. 200, p. 340.

## II

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

DEPARTMENT OF EXTERNAL AFFAIRS  
CANADA

No. 214

Ottawa, December 1, 1965

Excellency,

I have the honour to acknowledge receipt of your Note No. 223 of December 1, 1965, together with the Annex attached thereto, proposing an agreement between the Government of Canada and the Government of the United States to provide for the establishment, operation and maintenance of certain ground-to-air communications facilities in northern Canada, new facilities which would contribute substantially to communications reliability in the event of attack.

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, the annex thereto, 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.

Paul MARTIN  
Secretary of State for External Affairs

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