

No. 12346

**CANADA
and
FEDERAL REPUBLIC OF GERMANY**

**Agreement concerning the use of the Churchill Research Range.
Signed at Ottawa on 8 July 1969**

**Exchange of notes constituting an agreement amending the above-
mentioned Agreement. Ottawa, 28 April 1972**

Authentic texts : English, French and German.

Registered by Canada on 28 March 1973.

**CANADA
et
RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE**

**Accord concernant l'utilisation du polygone de recherche Churchill.
Signé à Ottawa le 8 juillet 1969**

**Échange de notes constituant un accord modifiant l'Accord sus-
mentionné. Ottawa, 28 avril 1972**

Textes authentiques : anglais, français et allemand.

Enregistrés par le Canada le 28 mars 1973.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA
AND THE GOVERNMENT OF THE FEDERAL REPUBLIC
OF GERMANY CONCERNING THE USE OF THE
CHURCHILL RESEARCH RANGE

The Government of the Federal Republic of Germany and the Government of Canada,

Mindful of the mutual advantages of previous co-operative activities at the Churchill Research Range,

Anxious to continue and broaden this co-operation,

Desiring to increase and accelerate the contribution which the development of space research for peaceful purposes can make to the well-being of their two peoples,

Recognizing the mutual benefits to be derived from effective co-operation in the promotion of space research,

Have agreed as follows :

PART I

USE OF THE CHURCHILL RESEARCH RANGE FOR SCIENTIFIC EXPERIMENTS

Article 1

(1) The Government of Canada shall make the Churchill Research Range (hereinafter referred to as the CRR) available to German scientific agencies and institutes to carry out experiments for peaceful purposes involving sounding rockets, and shall support them with the services and facilities of the CRR to the same extent as it supports Canadian experiments.

(2) The Government of Canada shall similarly make the facilities of the CRR available for scientific experiments using ground-based instruments, balloons, or aircraft.

(3) By mutual agreement German equipment may be employed at the CRR in carrying out the scientific experiments referred to in paragraphs 1 and 2 of this Article, and may be operated by either of the Contracting Parties.

(4) Sounding rockets launched at the CRR under this Agreement on behalf

¹ Came into force on 8 July 1969 by signature, in accordance with article 21 (1).

of German agencies and institutes shall be of Canadian manufacture unless the Parties otherwise agree.

Article 2

(1) For each launching of a sounding rocket pursuant to paragraph 1 of Article 1 the Federal Republic of Germany shall contribute \$25,000 Canadian to the cost of the operation of the CRR except where the provisions of the following paragraphs apply.

(2) If German experiments not involving sounding rockets are carried out pursuant to paragraph 2 of article 1 above or if German equipment is employed pursuant to paragraph 3 of article 1 above, appropriate remuneration shall be agreed in each individual case.

(3) If rockets other than Black Brant II, III, IV and V are launched, appropriate remuneration shall be agreed in each individual case.

Article 3

The development of experiments and the manufacture and integration of the payloads shall take place in the Federal Republic of Germany unless other arrangements are agreed upon in individual cases. Canadian industries may be permitted to bid on a competitive basis with German industries on the manufacture and integration of the payloads.

Article 4

The Contracting Parties agree to encourage co-operation between scientists of both countries in experiments carried in sounding rockets or other vehicles and to encourage co-operation between the industries of both countries in the development and application of sounding rocket technology for scientific and other peaceful purposes of mutual interest.

Article 5

(1) Rocket launching schedules and other details shall in each specific case be arranged between the Contracting Parties or the agencies designated by them.

(2) The approval of the Joint Range Policy Committee, required under the Agreement of 11 June 1965¹ between the Governments of Canada and the

¹ United Nations, *Treaty Series*, vol. 564, p. 83.

United States concerning the continued joint use, operation and maintenance of the Churchill Research Range, for all launchings at the CRR, shall be procured by Canada. In order to enable Canada to submit German launchings to the Joint Range Policy Committee as parts of the lists of launchings proposed by Canada, the Federal Republic of Germany, or its agencies designated in accordance with article 14, shall give to Canada details of the scientific objectives before approval is sought.

PART II

ESTABLISHMENT AND OPERATION OF A REAL TIME TELEMETRY STATION AT THE CHURCHILL RESEARCH RANGE

Article 6

(1) The Government of Canada agrees to the establishment at the CRR of a Real Time Telemetry Station by the Federal Republic of Germany for the reception of data from and the transmission of instructions to scientific satellites.

(2) The Station shall primarily serve for the reception of data from the German Satellite AZUR. The contracting parties, or agencies designated by them in accordance with the provisions of article 14, shall consult from time to time to determine with which satellites the Real Time Telemetry Station shall be operated.

(3) When the Real Time Telemetry Station is not required for operations with German satellites or satellites launched by way of international co-operation involving Germany, it shall be available to Canada for operations with other scientific satellites.

Article 7

(1) The Real Time Telemetry Station shall be supplied by the Federal Republic of Germany. The installation of the Station including its antenna, foundations, and any necessary access roads, and any subsequent major repairs of, additions to or modifications of the station shall be carried out by the Federal Republic of Germany.

(2) Canada will provide a mutually agreed location for the station and will connect it to a source of electrical power. Canada will assist as necessary and appropriate in those tasks undertaken by the Federal Republic of Germany in accordance with paragraph 1 of this article, and will be reimbursed for the resultant costs, excluding supervisory and administrative costs.

(3) There shall be a final inspection of the station carried out by German representatives in the presence of technical personnel of the CRR who shall at the same time be familiarized with the station.

Article 8

(1) The operation, maintenance, and ordinary repair of the station shall be the responsibility of Canada and shall be carried out according to the detailed instructions of a designated German agency.

(2) German representatives shall make periodic inspections and have free access to the station at any time for the purpose of carrying out this agreement.

(3) The Federal Republic of Germany will normally supply all operational and maintenance materials and instructions. In an emergency Canada will if possible supply any needed materials on a reimbursable basis.

Article 9

(1) During periods of time when the station is operated by Canada at German requests, the Federal Republic of Germany shall reimburse Canada for actual and agreed costs of operation, maintenance and repair, excluding supervisory and administrative costs, as determined by normal Canadian accounting practices. Such costs shall be determined annually on a mutually agreeable date, and shall be payable in Canadian dollars, but shall not exceed Canadian \$3,000 in any such year.

(2) During periods of time when the operations of the station are for Canadian purposes as provided in paragraph 3 of article 6 above, no reimbursement will be made.

PART III

GENERAL PROVISIONS GOVERNING THE IMPLEMENTATION OF THE AGREEMENT

Article 10

(1) The term "German personnel" in this article and article 11 of the present Agreement means : personnel (including persons who are not German nationals) employed for German activities or in connection therewith on the CRR and their dependants. This shall not, however, include Canadian citizens

or persons ordinarily resident in Canada, nor the personnel charged by the Canadian side with operating and maintaining the CRR.

(2) The Contracting Parties shall as far as possible in accordance with national law facilitate the entry and stay of personnel to be employed in their territory within the framework of the present Agreement. Each Party agrees at the request of the other Party to assist the departure of its personnel from the territory of the other Party without expense to the Party making the request.

(3) The entry and stay of German personnel in Canada, as far as the implementation of the present Agreement is concerned, shall not be regarded as immigration to Canada, but shall be in accordance with Canadian procedures for the entry of non-immigrants.

(4) With regard to the taxation of the income of any person resident in the territory of either Contracting Party who enters the territory of the other Contracting Party by virtue of the present Agreement, the provisions of the Convention of 4 June 1956¹ between the Federal Republic of Germany and Canada for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income, or the provisions of any convention amending or superseding that Convention shall apply.

(5) Personal property of German personnel which is situated in Canada solely because such personnel are in Canada for the purposes of the present Agreement shall be exempt from federal estate tax and federal gift tax.

Article 11

(1) In implementing the present Agreement Canada shall exempt from customs duties as well as from Canadian federal sales and excise taxes goods imported by or on behalf of the Federal Republic of Germany for use at the CRR; Canada shall also exempt from Canadian federal sales and excise taxes goods bought by or on behalf of the Federal Republic of Germany in Canada for use by the Federal Republic of Germany at the CRR.

(2) Personal effects of German personnel may be imported into Canada at the time of arrival free of federal import duties and taxes on condition that such personal effects are not sold, made a gift of, or disposed of in any other way, unless with the approval of the competent Canadian authorities.

¹ United Nations, *Treaty Series*, vol. 316, p. 231.

Article 12

(1) In this article the term “personnel” of a contracting party or agency means those persons who are at the time concerned involved in activities under this Agreement at the direction of that contracting party or agency regardless of residence or nationality.

(2) In the event of a claim by a third party against a contracting party or an agency designated in accordance with article 14 of this Agreement, for damages arising from activities under this Agreement, any compensation paid in respect of such claim, shall be borne by the contracting party whose personnel, including personnel of an agency designated by it, have culpably caused the damage or, where the blame cannot be established, by the party within whose area of responsibility the cause of the damaging incident lies. This arrangement shall not prejudice the rights of such third parties to claim compensation by any due process of law available to them.

(3) The Contracting Parties shall bear the cost of any damage to their property caused by acts or omissions of the personnel of the other party or of the personnel of an agency designated by the other party in accordance with article 14 of the present Agreement, unless the damage was due to deliberate intention or gross negligence, in which case the cost shall be borne by the Contracting Party whose personnel (including personnel of an agency designated by it) caused the damage.

(4) Without prejudice to the rights of injured persons, each Contracting Party shall bear the cost of damage arising to its personnel from acts or omissions of the personnel of the other party or of the personnel of an agency designated by the other party in accordance with article 14 of the present Agreement, unless the damage was due to deliberate intention or gross negligence, in which case the cost shall be borne by the Contracting Party whose personnel including personnel of an agency designated by it caused the damage.

Article 13

For the purpose of this Agreement established commercial telecommunications services will be used where practical for communications between the CRR and other locations. The cost of these services or of any required special installations, as mutually agreed, will be borne by the Federal Republic of Germany. Canada will assign frequencies and will operate and maintain all telecommunications equipment.

Article 14

(1) Either of the Contracting Parties may designate agencies for the purpose of implementing the present Agreement or parts thereof; however the designation of such agencies shall not relieve the designating Contracting Party from its responsibility to the other Contracting Party for the performance of the present Agreement.

(2) The designation of an agency shall be notified in writing to the other Contracting Party.

Article 15

The Contracting Parties or the agencies designated by them will agree on the administrative arrangements required for the implementation of this Agreement.

Article 16

The scientific data derived by each Contracting Party or the agencies designated by it from the conduct of activities pursuant to this Agreement shall be made available on request within a reasonable period of time to the other Contracting Party or the agencies designated by it, provided first publication rights reside with the principal experimenter for one year after each experiment. Results of each experiment will be made available to the scientific community in general through publication in appropriate journals or other established channels.

Article 17

The Contracting Parties or the agencies designated by them will agree upon principles for the public release of information relating to operations carried out under this Agreement.

Article 18

(1) The present Agreement shall be subject to any prior international commitments of the Contracting Parties in the field of space research, in particular to the Agreement between Canada and the United States of 11 June 1965 concerning the continued joint use, operation and maintenance of the CRR, and to the commitments of the Federal Republic of Germany arising from its membership in the European Communities and in ESRO (European Space Research Organization) and ELDO (European Space Vehicle Launcher Development Organization) as well as from its participation in CETS (European Conference on Telecommunication Satellites).

(2) This Agreement shall be reviewed if difficulties, especially in relation to other international obligations of the Contracting Parties, arise in its implementation.

Article 19

(1) Disputes between the Contracting Parties concerning the interpretation or application of the present Agreement should as far as possible be settled by the Contracting Parties.

(2) If a dispute cannot thus be settled, it shall upon the request of either Contracting Party be submitted to a tribunal of arbitration.

(3) Such a tribunal shall be constituted for each individual case as follows : Each Contracting Party shall appoint one member, and these two members shall agree upon a national of a third State as their chairman to be appointed by the Governments of the two Contracting Parties. Such members shall be appointed within two months, and such chairman within three months after either Contracting Party has informed the other Contracting Party that it wants to submit the dispute to a tribunal of arbitration.

(4) If the periods specified in paragraph 3, above, have not been observed, either Contracting Party may, in the absence of any other relevant arrangement, invite the President of the International Court of Justice to make the necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging the said function, the Vice-President should make the necessary appointments. If the Vice-President, too, is a national of either of the two Contracting Parties or if he, too, is prevented from discharging the said function, the Member of the Court of Justice next in seniority who is not a national of either Contracting Party should make the necessary appointments.

(5) The tribunal of arbitration shall reach its decisions by a majority of votes on the basis of the agreements existing between the two Contracting Parties and of general international law. Its decisions shall be binding. Each Contracting Party shall bear the cost of its own member and of its representatives in the tribunal's proceedings. The costs of the chairman and the remaining costs shall be borne in equal parts by both Contracting Parties unless the tribunal otherwise decides. In all other respects, the tribunal shall determine its own procedure.

Article 20

The present Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of Canada within three months of the entry into force of this Agreement.

Article 21

(1) The present Agreement shall enter into force on the date of signature thereof.

(2) The provisions concerning the use of the capabilities of the CRR as contained in part I of the present Agreement shall remain in force until 30 June, 1970, and may be renewed by mutual agreement for suitable periods of time.

(3) The other provisions of this Agreement shall remain in force for a period of five years from the date of signature of this Agreement and may be renewed by mutual agreement for suitable periods of time.

(4) Notwithstanding the provisions of paragraph 3 above, the Federal Republic of Germany shall be entitled to dismantle and freely dispose of the Real Time Telemetry Station, including the aerial, subject only to applicable Canadian customs regulations, at any time, having given twelve months notice of its intention to dismantle the station unless otherwise agreed.

(5) In the absence of other arrangements and if the Federal Republic of Germany fails to remove the Real Time Telemetry Station within one year of the expiry of the relevant portions of this Agreement, Canada may dispose of the station as may be appropriate and transfer the residual value, if any, to the Federal Republic of Germany.

IN WITNESS WHEREOF, the undersigned, duly authorized for this purpose by their respective governments, have signed the present Agreement and have affixed thereto their seals.

DONE in two copies at Ottawa in the English, French and German languages, each version being equally authentic, this eighth day of July, 1969.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs gouvernements respectifs, ont signé le présent Accord et y ont apposé leurs sceaux.

FAIT en deux exemplaires à Ottawa, en langues anglaise, française et allemande, chaque version faisant également foi, ce huitième jour de juillet, 1969.

ZU URKUND DESSEN haben die Unterzeichneten hierzu von ihren Regierungen gehörig befugten Vertreter dieses Übereinkommen unterschrieben und ihr Siegel begedrückt.

GESCHEHEN zu Ottawa am 8. Juli 1969 in zwei Urschriften, jede in englischer, französischer und deutscher Sprache, wobei jeder Wortlaut gleichermassen verbindlich ist.

For Canada :
Pour le Canada :
Für Kanada :

MITCHELL SHARP

For the Federal Republic of Germany :
Pour la République fédérale d'Allemagne :
Für die Bundesrepublik Deutschland :

DR. JOACHIM FRIEDRICH RITTER

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AMENDING THE AGREEMENT OF 8 JULY 1969² CONCERNING THE USE OF THE CHURCHILL RESEARCH RANGE

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LE GOUVERNEMENT CANADIEN ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE MODIFIANT L'ACCORD DU 8 JUILLET 1969² CONCERNANT L'UTILISATION DU POLYGONE DE RECHERCHE CHURCHILL

I

Ottawa, April 28, 1972

No. ECS-513

Excellency,

I have the honour to refer to discussions between representatives of the Government of the Federal Republic of Germany and of the Government of Canada concerning amendment of the Agreement between the Government of Canada and the Government of the Federal Republic of Germany concerning the use of the Churchill Research Range, signed at Ottawa on July 8, 1969.²

Pursuant to the letter of May 12, 1971, from the Scientific Relations and Environmental Problems Division of the Department of External Affairs and Notes No. 130/71 of August 19, 1971, and No. 142/71 of September 1, 1971 from the Embassy of the Federal Republic of Germany, I have the honour to propose the following amendments to the above Agreement :

¹ Came into force on 28 April 1972, the date of the note in reply, in accordance with the provision of the said notes.

² See p. 88 of this volume.

Ottawa, le 28 avril 1972

N° ECS-513

Excellence,

J'ai l'honneur de faire référence aux récents entretiens entre les représentants du gouvernement de la République fédérale d'Allemagne et du gouvernement du Canada relatifs aux amendements de l'Accord entre le Gouvernement canadien et le Gouvernement de la République fédérale d'Allemagne concernant l'utilisation du Polygone de recherche Churchill, signé à Ottawa le 8 juillet 1969².

Suite à la lettre de la Direction des relations scientifiques et des problèmes environnementaux du Ministère des affaires extérieures, en date du 12 mai 1971, et des notes de l'Ambassade de la République fédérale d'Allemagne n° 130/71, en date du 19 août 1971, et n° 142/71, en date du 1^{er} septembre 1971, j'ai l'honneur de proposer les modifications suivantes à l'Accord susmentionné.

¹ Entré en vigueur le 28 avril 1972, date de la note de réponse, conformément aux dispositions desdites notes.

² Voir p. 89 du présent volume.

Article 1 (4). Delete this paragraph.

Article 2 (1). Delete this paragraph and insert the following :

“ For each launching of a sounding rocket from the Churchill Research Range pursuant to paragraph 1 of article 1 the Federal Republic of Germany shall pay at a rate or rates to be mutually agreed by the Contracting Parties or the agencies designated by them.”

Article 2 (2). Add the following statement at the end of this paragraph : “ by the Contracting Parties or the agencies designated by them.”

Article 2 (3). Delete this paragraph.

Article 5 (2). Delete this paragraph and insert the following :

“ The Federal Republic of Germany, or its agencies designated in accordance with article 14, shall give to Canada details of the scientific objectives, required geophysical launch conditions and other technical information related to a proposed rocket launch before approval is sought.”

Article 6 (2). Delete the first sentence in this paragraph.

Article 6 (1) (2) and (3). Replace the words “ Real Time Telemetry Station ” with the words “ German Polar Ground Station ”.

Article 7 (1). Replace the words “ Real Time Telemetry Station ” with the words “ German Polar Ground Station ”.

Article 7 (2). Delete “ excluding supervisory and administrative costs ”.

Article 9 (1). Delete this paragraph and insert the following :

“ During periods of time when the station is operated by Canada at

Article 1 (4). Supprimer cet alinéa.

Article 2 (1). Supprimer cet alinéa et le remplacer par :

« Pour chaque lancement d'une fusée-sonde du Polygone de recherche Churchill conformément à l'alinéa 1 de l'article premier, la République fédérale d'Allemagne versera un montant établi d'après le ou les taux convenu(s) au préalable entre les Parties contractantes ou les organismes désignés par elles.»

Article 2 (2). Ajouter la précision suivante en fin d'alinéa : « entre les Parties contractantes ou les organismes désignés par elles.»

Article 2 (3). Supprimer cet alinéa.

Article 5 (2). Supprimer cet alinéa et le remplacer par :

« La République fédérale d'Allemagne, ou les organismes désignés par elle conformément à l'article 14, communiqueront au Canada les détails des objectifs scientifiques et des conditions géophysiques propices au lancement, et d'autres renseignements techniques touchant le lancement éventuel d'une fusée avant d'en demander l'approbation.»

Article 6 (2). Supprimer la première phrase de cet alinéa.

Article 6 (1) (2) et (3). Remplacer les termes « Station de télémétrie à temps réel » par les termes « station polaire au sol allemande ».

Article 7 (1). Remplacer les termes « Station de télémétrie à temps réel » par les termes « station polaire au sol allemande ».

Article 7 (2). Supprimer « à l'exclusion des dépenses de surveillance et des frais administratifs ».

Article 9 (1). Supprimer cet alinéa et le remplacer par :

« Durant les périodes où le Canada exploite la station à la demande de

German request, the Federal Republic of Germany shall reimburse Canada for actual and agreed costs of operations, maintenance and repair, as determined by normal Canadian accounting practices.”

Article 18 (1). Delete “ in particular to the Agreement between Canada and the United States of June 11, 1965,¹ concerning the continued joint use, operation and maintenance of the Churchill Research Range ”.

Article 21 (2). Delete this paragraph and insert the following :

“ The provisions of this Agreement shall remain in force until June 30, 1973, unless terminated by either Contracting Party on three months written notice to the other or unless extended for additional periods by mutual agreement of the two Contracting Parties.”

Article 21 (3). Delete this paragraph.

Article 21 (4), Line 1. Change “ paragraph 3 ” to read “ paragraph 2 ”.

Article 21 (4). Replace the words “ Real Time Telemetry Station ” with the words “ German Polar Ground Station ”.

I have the honour to propose that all other provisions of the Agreement between the Government of Canada and the Government of the Federal Republic of Germany concerning the use of the Churchill Research Range, including the provisions of article 20, applying that Agreement to Land Berlin, shall continue in force as between the Contracting Parties, provided, in respect of article 20, the

l'Allemagne, la République fédérale d'Allemagne remboursera le Canada des frais réels et convenus de fonctionnement, d'entretien et de réparation suivant les méthodes comptables normales du Canada.»

Article 18 (1). Supprimer « en particulier à l'accord conclu entre le Canada et les Etats-Unis le 11 juin 1965¹, concernant l'utilisation conjointe, le fonctionnement et l'entretien du polygone de recherche Churchill ».

Article 21 (2). Supprimer cet alinéa et le remplacer par :

« Les dispositions du présent Accord resteront en vigueur jusqu'au 30 juin 1973, sauf si elles sont dénoncées par l'une des Parties contractantes au moyen d'un préavis de trois mois donné à l'autre à cet effet, ou prorogées pour des périodes supplémentaires par consentement mutuel des deux Parties contractantes.»

Article 21 (3). Supprimer cet alinéa.

Article 21 (4). A la première ligne, remplacer les termes « alinéa 3 » par les termes « alinéa 2 ».

Article 21 (4). Remplacer les termes « Station de télémétrie à temps réel » par « station polaire au sol allemande ».

J'ai l'honneur de proposer que toutes les autres dispositions de l'Accord entre le gouvernement canadien et le gouvernement de la République fédérale d'Allemagne concernant l'utilisation du Polygone de recherche Churchill, y compris les dispositions de l'article 20 stipulant que cet Accord s'applique à la zone de Berlin, soient maintenues en vigueur entre les Parties contractantes pour autant que le

¹ United Nations, *Treaty Series*, vol. 564, p. 83.

¹ Nations Unies, *Recueil des Traités*, vol. 564, p. 83.

Government of the Federal Republic of Germany does not make a contrary declaration to the Government of Canada within three months of the entry into force of the Agreement to amend the Agreement between the Government of Canada and the Government of the Federal Republic of Germany concerning the use of the Churchill Research Range.

I have the honour to propose that, if the foregoing amendments meet with the approval of the Government of the Federal Republic of Germany, this note, which is authentic in English and French, together with your Excellency's reply in German to that effect, shall constitute an agreement between our two Governments to amend the Agreement of July 8, 1969, between the Government of Canada and the Government of the Federal Republic of Germany concerning the use of the Churchill Research Range, such Amending Agreement to take effect on the date of your Excellency's reply.

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

MITCHELL SHARP
Secretary of State
for External Affairs

His Excellency
Dietrich Baron von Mirbach
Ambassador of the Federal
Republic of Germany
Ottawa

Gouvernement de la République fédérale d'Allemagne ne fera pas, selon les termes de l'article 20, une déclaration contraire au gouvernement du Canada dans les trois mois qui suivent l'entrée en vigueur de l'Accord modifiant l'Accord entre le Gouvernement canadien et le Gouvernement de la République fédérale d'Allemagne concernant l'utilisation du Polygone de recherche Churchill.

J'ai l'honneur de proposer que, si les modifications proposées ci-dessus agréent au Gouvernement de la République fédérale d'Allemagne, la présente note, dont les versions anglaise et française font également foi, et la réponse en langue allemande de Votre Excellence à cet effet, constituent entre nos deux Gouvernements un accord modifiant l'Accord entre le Gouvernement canadien et le Gouvernement de la République fédérale d'Allemagne concernant l'utilisation du Polygone de recherche Churchill, en date du 8 juillet 1969, cet Accord modifié entrant en vigueur à compter de la date de la réponse de votre Excellence.

Veuillez agréer, monsieur l'Ambassadeur, les assurances de ma très haute considération.

Le Secrétaire d'Etat
aux affaires extérieures:
MITCHELL SHARP

Son Excellence
M. Dietrich, baron von Mirbach
Ambassadeur de la République
fédérale d'Allemagne
Ottawa, Ontario

Ich habe die Ehre, Ihnen mitzuteilen, dass meine Regierung mit den in Ihrer Note vom 28. April 1972 enthaltenen Vorschlägen und damit einverstanden ist, dass Ihre Note und diese Antwortnote eine Vereinbarung zwischen unseren beiden Regierungen bilden sollen, die mit dem Datum dieser Antwortnote in Kraft tritt.

Genehmigen Sie, Herr Minister, die Versicherung meiner ausgezeichnetsten Hochachtung.

[Signed — Signé]

M. DIETRICH VON MIRBACH

Seiner Exzellenz dem Herrn Aussenminister
Mitchell W. Sharp, P.C.; M.P.
Ottawa

THE AMBASSADOR
OF THE FEDERAL REPUBLIC OF GERMANY

L'AMBASSADEUR
DE LA RÉPUBLIQUE FÉDÉRALE
D'ALLEMAGNE

No. 44/72 Ottawa, April 28th, 1972
Sir,

I have the honour to acknowledge receipt of your note No. ECS-513 of April 28, 1972, which reads as follows:

[See note I]

I have the honour to inform you that my Government agrees with the proposals contained in your note of April 28th, 1972 and that your note and this note in reply shall constitute an Agreement between our two Governments, to enter into force on the date of this note.

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

[Signed]

M. DIETRICH VON MIRBACH

The Honourable
Mitchell W. Sharp, P.C., M.P.
Secretary of State
for External Affairs
Ottawa

N° 44/72 Ottawa, le 28 avril 1972

Monsieur le Ministre,

J'ai l'honneur d'accuser réception de votre note du 28 avril 1972 n° ECS-513, rédigée comme suit:

[Voir note I]

J'ai l'honneur de vous faire savoir que mon gouvernement approuve les propositions contenues dans votre note du 28 avril 1972 et accepte que votre note et la présente note de réponse constituent un Accord entre nos deux gouvernements qui entrera en vigueur à la date de la présente note de réponse.

Veillez agréer, Monsieur le Ministre, les assurances de ma très haute considération.

[Signé]

M. DIETRICH VON MIRBACH

L'honorable
Mitchell W. Sharp, C.P., député
Secrétaire d'Etat
aux Affaires extérieures
Ottawa