

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 con-
cernant 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