

CANADA

CONTENTS:

ALSO REFER TO [NATO SOFA \(TIAS 2846\)](#) AND

ALSO REFER TO [PARTNERS FOR PEACE SOFA \(PFP SOFA\)](#)

1. Exchange of Notes dated 28 and 30 Apr 52 (TIAS 3074) p. 2
2. Note from Secretary of State for External Affairs dated 19 Aug 94 p. 6

CANADA

TIAS 3074; 5 UST 2139

DEFENSE

**Application of NATO Status of Forces Agreement
to United States Forces at Leased Bases**

**Agreement between the
UNITED STATES OF AMERICA
and CANADA**

**Effected by Exchange of Notes
signed at Washington April 28
and 30, 1952**

Entered into force September 27, 1953

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE

WASHINGTON

April 28, 1952

EXCELLENCY:

I have the honor to refer to recent negotiations between representatives of our Governments at which agreement was reached regarding the application of the North Atlantic Treaty Organization Status of Forces Agreement (signed June 19, 1951) ^[1] to the United States Forces at the leased bases in Newfoundland and at Goose Bay, Labrador.

In common with the Government of Canada, the United States Government wishes the NATO Status of Forces Agreement to apply to all United States forces throughout Canada, including those at the leased bases, when, pursuant to Article 18, the NATO Status of Forces Agreement has come into effect in respect of both Canada and the United States. As the Canadian Government is aware, however, the United States Government attaches great importance to the maintenance of certain arrangements at the leased bases under the Leased Bases Agreement of 1941, ^[2] as modified ^[3] as a result of the recommendations of March 30, 1950 by the Permanent Joint Board on Defense. These arrangements concern the operation of institutions under government control known as post exchanges, ships service stores, commissary stores and service clubs for the use of the United States forces, civilian employees who are United States nationals employed by the United States Government in connection with the bases or members of their families resident with them and not engaged in any business or occupation in Canada. The provisions of the Leased Bases Agreement concerning tax and customs exemptions, modified in accordance with the recommendations of the Permanent Joint Board on Defense, are also satisfactory. The United States Government does not, therefore, wish to alter these arrangements.

¹ Treaties and Other International Acts Series 2846; 4 UST, pt. 2, p. 1792

² Dated Mar. 27, 1941. Executive Agreement Series 235; 55 Stat. 1560

³ TIAS 2105; 1 UST 585; AND TIAS 2431; 3 UST 2644.

Subject to the concurrence of the Canadian Government in the foregoing, the United States Government agrees that the NATO Status of Forces Agreement should be made applicable to all United States forces in Canada, including those at the leased bases and at Goose Bay, it being understood that those provisions of the Leased Bases Agreement which deal with the matters covered in the NATO Status of Forces Agreement will be held in abeyance until the NATO Status of Forces Agreement is terminated through expiration or denunciation. It is understood that the provisions of the Leased Bases Agreement dealing with matters not covered in the NATO Status of Forces Agreement will be unaffected.

Both the United States Government and the Canadian Government agree that uniform treatment of United States forces throughout Canada under the NATO Status of Forces Agreement would be in the interests of both countries and would make for simplification of administration.

If the foregoing is acceptable to your Government, this note and your reply thereto shall constitute an agreement between our Governments, to come into force when the NATO Status of Forces Agreement has come into effect in respect of both Canada and the United States. ^[4]

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

DEAN ACHESON

His Excellency

HUME WRONG,

Ambassador of Canada.

⁴ Sept 27, 1953

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY
AMBASSADE DU CANADA

WASHINGTON, D.C.

No. 310

April 30, 1953

SIR,

I have the honour to refer to your note dated April 28 and to confirm that the Canadian Government agrees that when the NATO Status of Forces Agreement has come into effect in respect to both Canada and the United States it shall be made applicable to all United States forces in Canada, including those at the leased bases in Newfoundland and at Goose Bay. The Canadian Government also confirms the understanding that those provisions of the Leased Bases Agreement which deal with the matters covered in the NATO Status of Forces Agreement will be held in abeyance until the NATO Status of Forces Agreement is terminated through expiration or denunciation, and that the provisions of the Leased Bases agreement dealing with matters not covered in the NATO Status of Forces Agreement will be unaffected.

The Canadian Government notes the importance attached by the United States Government to the maintenance of certain arrangements at the leased bases under the Leased Bases Agreement of 1941, as modified as a result of the recommendations of March 30, 1950 by the Permanent Joint Board on Defense. The Canadian Government agrees, therefore, that the NATO Status of Forces Agreement shall not affect these arrangements.

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

H H WRONG

The Honourable DEAN ACHESON,
*Secretary of State of the
United States of America,
Washington, D.C.*

SECRETARY OF THE STATE FOR EXTERNAL AFFAIRS
CANADA

Excellency:

I have the honor to refer to the Acting Secretary of State's Notes of March 4, 1994, to His Excellency Raymond Chretien, [sic] Ambassador of Canada, which reads as follows:

"Excellency:

I have the honor of referring to recent discussions which have taken place between officials of the Government of the United States of America and of the Government of Canada (hereinafter referred to as the Parties) concerning the establishment of certain mutual defense commitments between the two Parties. These discussions reflect the mutual desire of the parties, the exercise of their national and mutual defense responsibilities within the North Atlantic Treaty Organization for the security of the United States and Canada, to facilitate the process of cooperation in defense matters and to ensure that the respective interests of the Parties are fairly respected under international law.

I have, further the honor to refer the agreement

The Honourable Warren Christopher
Secretary of State
United States of America

between the parties to the North Atlantic Treaty regarding the status of their forces (NATO SOFA) signed at London on June 19, 1951, which, inter alia, defined the terms “force” and “civilian component” and established procedures for resolution of certain claims arising from damage to property and death or injury to persons caused in connection with the operation of the North Atlantic Treaty. I have, still, further, the honor to refer to the NATO Agreement on the Communication of Technical Information for Defense Purposes signed at Brussels on October 19, 1970, which, inter alia, provides the Recipient States who receive in confidence proprietary technical information for defense purposes are responsible for safeguarding it and that the owners of proprietary technical information which has been communicated for defense purposes who are damaged through the unauthorized disclosure or use of the information by a Recipient State or by someone to whom this Recipient has disclosed the information must be compensated by the Recipient.

In consideration of the above, I have the honor to propose that whenever our national defense organizations, within the limits of defense responsibilities and authorities as established by each Party, undertake to cooperate in writing, such arrangements shall be subject to this Agreement between the Parties concerning certain mutual defense commitments as to the following matters:

1. a) As regards issues of liability, the provisions of NATO SOFA apply pursuant to their terms.
- b) For issues of liability where the NATO SOFA does not apply, the following shall apply:
 - i. Each Party waives all claims against the other for injury or death to its personnel, and for damage to its property arising from the performance of official duties.
 - ii In the event of claims from third parties for injury or death to persons or damage to property arising from the performance of official duties, where a negotiated resolution with the third party cannot be achieved, the Parties shall share in accordance with the proportions stated in the relevant arrangement, any costs adjudicated by the most appropriate Government as agreed.

- iii. as to i. and ii. above, if the Parties agree that the damage, injury or death is caused by reckless acts, reckless omission, willful misconduct or gross negligence, the costs of any liability will be borne entirely by the Party of the culpable person.
- iv. Claims arising under any contract implementing a written arrangement shall be resolved in accordance with the provisions of the contract and shall be settled between the national defense organization in accordance with their written arrangement.

2.^[5] The following provisions shall apply with respect to rights to own and use information provided or developed under a written arrangement for research, development, test, evaluation or production:

- i. Information generated outside of a written arrangement that is provided by a national defense organization, to the other national defense organization in the implementation of that written arrangement, shall be used only for the purposes set forth in the written arrangement.
- ii. Information generated by or for a national defense organization in performance of a written arrangement shall be used by or for the other national defense organization only for the purposes set out in that written arrangement.
- iii. Information jointly generated by or for the national defense organizations shall be used by or for each organization only for the purposes set out in the written arrangement.
- iv. Title to information generated by or for the national defense organizations shall be allocated, as necessary, solely or jointly to the Governments and their contractors set out in written arrangements between the national defense organizations.

3. Neither Party shall sell, transfer title to, disclose or transfer possession of (i) information generated outside of a written arrangement and provided by the

⁵ As appears in original - paragraph layout and numbers not consistent

other's national defense organization, (ii) information generated in the performance of a written arrangement which is jointly generated or which may be specified in the written arrangement, or (iii) material provided by or for the other's national defense organization, jointly acquired, or which may be specified in a written arrangement, to any third party without the prior written consent of the other's national defense organization.

4. As regards the lease or loan of material or equipment, each Party shall (i) use, for the purposes set forth in written arrangements, maintain and return the material or equipment in as good condition as when received, reasonable wear and tear excepted (except expendable and items authorized for testing to destruction) or pay the cost of any damage or loss, and (ii) fulfill such other terms and conditions, as may be set forth in the written arrangement.
5. As regards the provision of logistics support, each party shall provide, upon request and subject to availability, food, water, billeting, transportation, petroleum, oil, lubricants, clothing, communications services, medical services, ammunition, storage services, spare parts and components, access to and use of facilities, base operations support (including construction incident thereto), airfield and port services, as reflected in written arrangements between our national defense organizations. Payment, if required, for the provision of such logistics support, shall be calculated upon such terms as are most favorable under the national laws of the providing Party.

In order for this Agreement to apply to written arrangements between our national defense organizations, it must be explicitly invoked by or for that Arrangement.

Any dispute regarding the interpretation or application of this Agreement shall be resolved by consultation between the Parties and shall not be referred to a national or international tribunal or their party for resolution or settlement.

Any dispute regarding the interpretation or implementation of any written arrangements so concluded by our national defense organizations shall be resolved by consultation between the signatories to such arrangements and shall not be referred to a national or international tribunal or other third party for resolution or

settlement.

If the foregoing is acceptable to your Government, I have the honor to propose that this Note and your Note in reply, to that effect, which is authentic in both the English and French languages, shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply. This Agreement shall remain in force until six months after the date of the receipt of notice of termination by either Government. I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

For the Acting Secretary of State

March 4, 1994”

I have the honor to inform your Excellency that the above proposals are acceptable to the Government of Canada and that the Acting Secretary of State’s Note, and this Note in reply, which is equally authentic in the English and French languages, shall constitute an agreement between our two Governments which shall enter into force on this date. I have the honor, further, to accept the proposal that this Agreement shall remain in force until six months after the date of receipt of notice of termination by either government.

Please accept, Excellency, the renewed assurances of my highest consideration.

(signed)

Secretary of State

for External Affairs

August 19, 1994