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EXCHANGE OF NOTES BETWEEN CANADA AND THE UNITED STATES  
GOVERNING THE ESTABLISHMENT OF A DISTANT EARLY WARNING SYSTEM IN CANADIAN TERRITORY

CTS 1955/8

May 5, 1955(1)

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JFK

May 5, 1955

Excellency:

I have the honor to acknowledge your Note No. 306 of May 5, 1955. You refer to the construction by the United States of the Distant Early Warning element of a comprehensive warning and control system, being established jointly by the United States and Canada, and annex a statement of conditions to govern the establishment of this line in Canadian territory which were developed in discussion between representatives of the two Governments.

The United States Government notes the intentions of your Government with regard to participation in the construction, operation and maintenance of the project and both concurs in the conditions annexed to your Note and confirms that your Note and this reply shall constitute an agreement of our two Governments effective today.

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

For the Secretary of State:

His Excellency

A.D.P. Heeney

Ambassador of Canada

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Washington, D.C.

May 5, 1955

No. \_\_\_\_\_

Sir,

I have the honour to refer to my Note No. 791 of November 16, 1954, regarding the joint establishment by Canada and the United States of America of a comprehensive warning and control system against air attack. My Note read in part as follows:

" The Canadian Government has now considered a proposal put forward through the Permanent Joint Board on Defence that the construction of the Distant Early Warning element of the over-all joint Canada-United States warning system should be the responsibility of the United States Government. The Canadian Government concurs in this proposal subject to the conclusion at an early date of an agreement as to the terms which shall govern the work. At the same time, however, the Canadian Government wishes to state its intention to participate in the project, the nature and extent of such participation to be determined in the near future. "

I am instructed by my Government to inform you that its participation during the construction phase of the project will consist of giving assistance to the United States authorities in organizing and using Canadian resources, and to helping by making available the facilities of the armed forces and other agencies of the Canadian Government when appropriate. I am also instructed to state that the Canadian Government intends to participate effectively in the operation and maintenance phase of the project, the character of such participation to be determined on the basis of studies to be carried out during the construction phase.

My Government now proposes that the annexed conditions should govern the establishment by the

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United States of a distant early warning system in Canadian territory. If these conditions are acceptable to your Government, I suggest that this Note and your reply should constitute an agreement effective from the date of your reply.

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

A.D.P. Heeney

The Honourable John Foster Dulles,  
Secretary of State of the United States,  
Washington, D.C.



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ANNEX

Statement of Conditions to  
Govern the Establishment of  
a Distant Early Warning  
System in Canadian Territory

(In this Statement of Conditions, unless the context otherwise requires, "Canada" means the Government of Canada; "United States" means the Government of the United States of America; "Distant Early Warning (DEW) System" means all the detection stations, communications installations (including relay stations), and ancillary facilities, making up that part of the System in Canada; "RCAF" means the Royal Canadian Air Force, and "USAF" means the United States Air Force.)

1. Sites

The location and size of all airstrips and the location of all sites, roads, wharves and jetties, required for the DEW System in Canada shall be a matter of mutual agreement by the appropriate agencies of the two Governments. Canada will acquire and retain title to all lands required for the system. Canada grants and assures to the United States, without charge, such rights of access, use, and occupancy as may be required for the construction, equipment and operation of the system.

2. Liaison Arrangements

It is anticipated that the United States will carry out the construction of the DEW System through a management contractor appointed by the United States. It is understood that the United States and the management contractor will establish a DEW Project Office, and that the participation of interested Canadian Government agencies in the Project Office is desired to the extent necessary for consultation on matters covered in this statement of conditions. In addition, the Canadian Government may decide to appoint a Special Commissioner for the Project, and to assign liaison officers to the construction operations in Northern Canada.

3. Plans

Plans of the buildings, airstrips, roads (including access roads) and similar facilities, information concerning use of local materials, such as rock fill, sand and gravel, and information concerning other arrangements related to construction and major items of equipment, shall, if requested, be supplied to the appropriate Canadian authorities in sufficient detail to give an

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adequate idea of the scope of the proposed construction. Canadian officials shall have the right of inspection during construction. Proposals for subsequent construction, or major alterations, shall be discussed with the appropriate Canadian authorities.

4. Provision of Electronic Equipment

The Canadian Government reaffirms the principle that electronic equipment at installations on Canadian territory should, as far as practicable, be manufactured in Canada. The question of practicability must, in each case, be a matter for consultation between the appropriate Canadian and United States agencies to determine the application of the principle. The factors to be taken into account shall include availability at the time period required, cost and performance. For the purpose of applying these principles to the DEW line, the DEW Project Office shall be used as far as possible as the instrument for effective consultation between the Canadian and United States agencies concerned.

5. Construction and Procurement (other than Electronic Equipment)

- (a) Canadian contractors will be extended equal consideration with United States contractors in the awarding of construction contracts, and Canadian and United States contractors shall have equal consideration in the procurement of materials, equipment and supplies in either Canada or the United States;
- (b) Contractors awarded a contract for construction in Canada will be required to give preference to qualified Canadian labour for such construction. The rates of pay and working conditions for this labour will be set after consultation with the Canadian Department of Labour in accordance with the Canadian Fair Wages and Hours of Labour Act.

6. Canadian Law

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. In order to

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facilitate the rapid and efficient construction of the DEW System, Canadian authorities will give sympathetic consideration to any such request submitted by United States Government authorities.

Particular attention is directed to the ordinances of the Northwest Territories and Yukon Territory, including those relating to the following:

- (a) No game or wildlife shall be taken or molested in the Northwest Territories. Licences 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.

7. Operation and Manning

- (a) The extent of Canadian participation in the initial operation and manning of the DEW System shall be a matter for later decision by Canada after full consultation with the United States. It is understood that, in any event, Canada reserves the right, on reasonable notice, to take over the operation and manning of any or all of the installations. Canada will ensure the effective operation, in association with the United States, of any installations it takes over.
- (b) Subject to the foregoing, the United States is authorized to station personnel at the sites, and to operate the DEW System, in accordance with the principles of command in effect from time to time between the military authorities of the two countries. The overall manning policy as between the employment of military and civilian personnel shall be the subject of consultation and agreement between the two Governments.

8. Financing

Unless otherwise provided by Canada, the costs of construction and operation of the DEW System shall be the responsibility of the United States, with the exception of Canadian military personnel costs if Canada should man any of the installations.

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9. Period of Operation of the System

Canada and the United States agree that, subject to the availability of funds, the DEW System shall be maintained in operation for a period of ten years or such shorter period as shall be agreed by both countries in the light of their mutual defence interests. Thereafter, in the event that either Government concludes that any or all of the installations are no longer required, and the other Government does not agree, the question of continuing need will be referred to the Permanent Joint Board on Defence. In considering the question of need, the Permanent Joint Board on Defence will take into account the relationship of the DEW System to other radar installations established in the mutual defence interest of the two countries. Following consideration by the Permanent Joint Board on Defence, as provided above, either Government may decide that the installations in question shall be closed, in which case the arrangements shown in paragraph 10 below regarding ownership and disposition of the installations will apply.

10. Ownership of Removable Property

Ownership of all removable property brought into Canada or purchased in Canada and placed on the sites, 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, PROVIDED that the removal or disposition shall not impair the operation of any installation whose discontinuance had not been determined in accordance with the provisions of paragraph 9 above, 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. The disposal of United States excess property in Canada shall be carried out in accordance with the provisions of the Exchange of Notes of April 11 and 18, 1951, between the Secretary of State for External Affairs and the United States Ambassador in Ottawa, concerning the disposal of excess property.

11. Telecommunications

The United States military authorities shall obtain the approval of the Canadian Department of Transport, through the Royal Canadian Air Force, for the establishment and operation (including the assignment of frequencies) of radio stations in Canadian territory. The provision of telecommunications circuits (both radio and land-line) required during the construction period and thereafter will be the subject of consultation between the appropriate authorities of the two governments, having regard to the desirability of using existing military circuits and existing Canadian public carriers where this may be feasible.

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12. Scientific Information

Any geological, topographical, hydrographical, geophysical, or other scientific data obtained in the course of the construction or operation of the DEW System shall be transmitted to the Canadian Government.

13. Matters Affecting Canadian Eskimos

The Eskimos of Canada are in a primitive state of social development. It is important that these people be not subjected unduly to disruption of their hunting economy, exposure to diseases against which their immunity is often low, or other effects of the presence of white men which might be injurious to them. It is therefore necessary to have certain regulations to govern contact with and matters affecting Canadian Eskimos. The following conditions are set forth for this purpose:

- (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) All contact with Eskimos, other than those whose employment on any aspect of the project is approved, is to be avoided except in cases of emergency. If, in the opinion of the Department of Northern Affairs and National Resources, more specific provision in this connection is necessary in any particular area, the Department may, after consultation with the United States, prescribe geographical limits surrounding a station beyond which personnel associated with the project, other than those locally engaged may not go or may prohibit the entry of such personnel into any defined area.
- (c) Persons other than those locally engaged shall not be given leave or facilities for travel in the Canadian Arctic (other than in the course of their duties in operation of the project) without the approval of the Department of Northern Affairs and National Resources, or the Royal Canadian Mounted Police acting on its behalf.

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- (d) 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 the Royal Canadian Mounted Police acting on its behalf.
- (e) Local disposal of waste shall be carried out in a manner acceptable to the Department of Northern Affairs and National Resources, or the Royal Canadian Mounted Police acting on its behalf.
- (f) In the event that any facilities required for the system have to encroach on 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.

14. Canadian Immigration and Customs Regulations

- (a) Except as otherwise agreed, the direct entry of United States personnel into the Northwest Territories or Yukon Territory 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 will take the necessary steps to facilitate the admission into the territory of Canada of such United States citizens as may be employed on the construction or operation of the DSW System, it being understood that the United States will undertake to repatriate at its expense any such persons if the contractors fail to do so.

15. Use of Air Strips

Air strips at installations in the DSW System shall be used by the United States solely for the support of the System. If it should be desired at any time by the United States to use an air strip for other purposes, requests should be forwarded through appropriate channels. The air strips shall be available for use by the RCAP as required. The air strips shall also be available for use by Canadian

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civil air carriers operating into or through the area, whenever such use would not conflict with military requirements, and SUBJECT to the understanding that the United States Air Force will not be responsible for the provision of accommodation, fuel, or servicing facilities of any kind. Proposals and arrangements for such use of USAF operated air strips by Canadian air carriers shall be submitted to the RCAF, which shall consult the USAF before granting any such permission.

16. Landing Facilities

Landing facilities at any of the stations on tidewater will be available for use by Canadian Government ships and ships employed on Canadian Government business.

17. Transportation

Canadian commercial carriers will to the fullest extent practicable be afforded the opportunity to participate in movements of project materials, equipment and personnel within Canada. The United States will select the means of transportation and specific carriers for the movement of materiel, equipment, and personnel from points outside of Canada to DEW System sites, provided that, in the case of air carriers, applicable civil air transport agreements and procedures shall be observed.

18. Resupply Arrangements

Because of the special conditions in the Canadian Arctic, the Canadian Government has a particular interest in the arrangements for the resupply of the DEW System. These arrangements shall therefore be a matter for later consultation and agreement between the two Governments.

19. Taxes

The Canadian Government will grant remission of customs duties 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 Government and are to be used in the construction and/or operation of the DEW System, as well as 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 Government and to become the property of the United States Government for the construction of the system.

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20. Status of Forces

The "Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces", signed in London on June 19, 1951, shall apply.

21. Supplementary Arrangements and Administrative Agreements

Supplementary arrangements or administrative agreements between authorized agencies of the two Governments may be made from time to time for the purpose of carrying out the intent of this agreement.