



Treaty Series No. 23 (2006)

Agreement

between the Government of the United Kingdom of Great Britain and
Northern Ireland and the Government of Canada on British Armed
Forces' Training in Canada

Ottawa, 20 July 2006

[The Agreement entered into force on 20 July 2006]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
October 2006*

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**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF CANADA ON BRITISH ARMED FORCES' TRAINING
IN CANADA**

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Canada, hereinafter referred to as "the Parties";

RECOGNISING the benefits to both Parties that British Armed Forces' training in Canada confers;

RECALLING that transparency of process, good faith and trust underpin the relationship between the Parties;

DESIRING to strengthen further co-operation and to consolidate existing relations between the Parties;

Have agreed as follows:

ARTICLE 1

The Government of Canada ("the Canadian Government") shall permit the Government of the United Kingdom of Great Britain and Northern Ireland ("the United Kingdom Government") to train British Armed Forces units, use land, air space and installations, and station personnel and equipment, at such sites as may be agreed by the Secretary of State for Defence of the United Kingdom and the Minister of National Defence of Canada in writing in accordance with the provisions of this Agreement and any Memorandum of Understanding or other written arrangements made under Article 9 of this Agreement. The period of such training, use and stationing may vary according to the location where these activities are to be carried out but in any case shall not exceed the period during which this Agreement remains in force.

ARTICLE 2

The status of British Armed Forces personnel shall be governed by the terms of the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of their Forces ("the NATO SOFA"), dated 19 June 1951¹, as supplemented by Article 8 of this Agreement.

¹ Treaty Series No. 3 (1955) Cmd 9363

ARTICLE 3

The Canadian Forces shall exercise command and control over base and training facilities used by the British Armed Forces. Training shall be conducted in accordance with Canadian laws and regulations, Canada's obligations under international law, and the written orders and directives of the Department of National Defence of Canada and the Canadian Forces. Subject to the foregoing, training shall be governed by the relevant regulations of the British Armed Forces.

ARTICLE 4

1. The British Armed Forces shall respect Canadian laws and regulations applicable to the Canadian Forces with regard to the protection of the environment.
2. The British Armed Forces shall respect the written orders and directives of the Department of National Defence of Canada and the Canadian Forces with regard to environmental protection. Exceptions to this shall be included in a Memorandum of Understanding or other written arrangement made under Article 9 of this Agreement.

ARTICLE 5

1. The Canadian Forces shall act as the agent for the British Armed Forces for the provision of all goods, services and facilities to be either supplied in Canada or procured through Canadian sources in support of British Armed Forces' training in Canada during the period of this Agreement with the exception of such goods, services and facilities as may be excluded by the terms of any separate arrangement made under Article 9 of this Agreement. As agent, and after consultation with the British Armed Forces, the Canadian Forces shall arrange for the procurement of goods, services and facilities from commercial or government sources at a scale and standard no greater than required to provide adequate and economical support and all in accordance with the procedures, terms and conditions applicable to such procurement and construction for the Canadian Forces.
2. Subject to Article 3 of this Agreement, in the case of routine procurement where the cost of the goods, services or facilities to be supplied is to be borne exclusively by the British Armed Forces, the Canadian Forces shall not take any steps to arrange for the procurement of those goods, services or facilities until authorised in writing by the British Armed Forces. The meaning of the term "routine procurement" shall be refined in a Memorandum of Understanding or separate written arrangement made under Article 9 of this Agreement, as required.
3. Where provided in a Memorandum of Understanding or other written arrangement made under Article 9 of this Agreement, the British Armed Forces may

be authorised to procure supplies and services locally or to contract out for goods, services and facilities to be delivered in Canada subject to relevant Canadian laws and regulations. Subject to Articles 6 and 7 of this Agreement, any significant change in the scale or scope of the goods, services and facilities provided to the British Armed Forces by the Canadian Government shall be the subject of consultation and mutual consideration by the Parties as early as possible before the proposed change is due to be implemented.

ARTICLE 6

The United Kingdom Government shall bear the costs of the training of the British Armed Forces in Canada except in those instances where the Parties decide to share the costs between users of the facilities in accordance with the relevant Memorandum of Understanding or other written arrangements. The United Kingdom Government shall pay to the Canadian Government all support and Department of National Defence administrative charges set out in the Memorandum of Understanding or other written arrangements that are incurred by Canada as a result of British Armed Forces' training. When the training facilities financed by the United Kingdom Government pursuant to this Agreement are used by the Canadian Government, a portion of the United Kingdom Government's costs shall be abated on the same basis as those charges applied by the Canadian Government in respect of the operating and maintenance of such facilities, as set out in the Memorandum of Understanding or other written arrangements. The provisions of Article VIII of the NATO SOFA, as supplemented by this Agreement, remain unaffected.

ARTICLE 7

The costs to be paid to the Canadian Government for land, buildings and installations made available by the Canadian Government to the United Kingdom Government shall be only such agreed costs incurred as a result of the acquisition, construction, modification, operation, or lease of such land, buildings and installations in support of British Armed Forces' training. The United Kingdom Government shall not be liable for the costs of the purchase of land for use by the Department of National Defence of Canada in support of British Armed Forces' training.

ARTICLE 8

All claims arising out of or in connection with this Agreement shall be dealt with in accordance with Article VIII of the NATO SOFA, including any amendments thereto and any other related supplementary agreement. For the purposes of this Agreement, civilian employees of the United Kingdom Ministry of Defence who accompany the British Armed Forces in Canada for the purpose of working under this Agreement

shall be deemed for the purposes of Article VIII to be members of the civilian component within the meaning of Article I of the NATO SOFA. Employees and agents of contractors shall not be deemed to be members of a civilian component for this purpose.

ARTICLE 9

Implementing arrangements between the United Kingdom Ministry of Defence and the Department of National Defence of Canada shall be made by means of Memoranda of Understanding or other written arrangements. The written arrangements implementing this Agreement may be amended as provided therein subject to the requirement that any such amendments should be consistent with the intent of this Agreement.

ARTICLE 10

This Agreement shall supersede the Agreement constituted by the Exchange of Letters between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Canada Concerning the Training of British Armed Forces in Canada signed on 4 September 1991.¹

ARTICLE 11

This Agreement shall enter into force upon signature and shall remain in force indefinitely unless terminated in whole or in part by either Party by giving twelve months' notice in writing to the other. This Agreement may be amended at any time by agreement between the Parties.

ARTICLE 12

This Agreement may be suspended at any time in whole or in part, by either Party, without prior notice to the other, if the Party suspending this Agreement considers such action necessary for reasons of extreme emergency such as war, invasion or insurrection, real or apprehended.

ARTICLE 13

In the event of termination or suspension of this Agreement, or any part thereof, financial consequences resulting therefrom shall be settled by negotiations between the

¹ Treaty Series No. 109 (1991) Cm 1783

Parties regarding, *inter alia*, the residual values of investments. To this effect, the military or economic value of these investments to the Canadian Government, as well as the proceeds of any sales made of these investments, shall be given due consideration.

ARTICLE 14

Upon termination or suspension of this Agreement, or any part thereof, the United Kingdom Government shall not be obliged to remove any buildings or improvements which have been constructed with its own funds unless stipulated by the Canadian Government at the time of construction.

ARTICLE 15

The United Kingdom Government shall inform the Canadian Government of the chemical composition, physical form and quantity of substances in the munition types that the British Armed Forces fire in Canada as well as any information it has on the environmental effects of their use. The United Kingdom Government, through the British Armed Forces, shall also provide information on the quantity of each munition type fired in each range or training area in Canada at least annually. Specific details of the procedures to report quantities fired, shall be included in a Memorandum of Understanding or other written arrangement made under Article 9 of this Agreement.

ARTICLE 16

Following the termination or suspension of this Agreement, in whole or in part, the United Kingdom Government shall pay the proportionate and appropriate costs, related to British Armed Forces' training and agreed with the Canadian Government, arising from the environmental cleanup and site restoration to a level consistent with Canadian laws, regulations and nationally accepted standards. Where such laws, regulations and standards allow varying levels of cleanup according to the expected uses of the land, the detail of the cleanup shall be negotiated.

ARTICLE 17

1. Unless otherwise agreed by the Parties, at the time the British Armed Forces finally cease to use a training area, the United Kingdom Government shall pay the proportionate and appropriate costs, agreed with the Canadian Government, in discharge of its obligation for Unexploded Explosive Ordnance (UXO) clearance. The amount to be paid shall be calculated as follows:

- (a) The Canadian Government will determine the level of clearance required consistent with the expected use of the training area if and when it ceases to be used as a training area;
 - (b) At the time of departure an assessment of the cost of the notional clearance shall be undertaken. The United Kingdom Government's share of this cost shall be calculated by reference to the ratio of all live ordnance ever fired by the British Armed Forces at that training area relative to the total fired at that training area;
 - (c) If the calculation in (b) above is not feasible, the United Kingdom Government shall pay a fair share of the aforementioned cost, the share to be agreed by the Parties, based upon the principle in the aforementioned formula.
2. After the above-mentioned clearance has actually taken place, and in addition to paying the aforementioned clearance costs, the United Kingdom Government shall pay any reasonable cost associated with the removal or destruction of UXO at the training area agreed by the Parties to have originated from the British Armed Forces.
3. The United Kingdom Government acknowledges that the claims resolution mechanism in Article VIII of NATO SOFA shall continue to apply to UXO related claims, notwithstanding the aforementioned notional payment by the United Kingdom Government, and notwithstanding termination of this Agreement.

ARTICLE 18

Following the termination or suspension of this Agreement, in whole or in part, the United Kingdom Government shall share the proportionate costs to be agreed with the Canadian Government arising from the termination or suspension of contractual agreements entered into by the Canadian Government for the provision of support services on behalf of the United Kingdom Government including termination costs associated with Department of National Defence of Canada civilian employees rendered redundant and cancellation costs associated with the termination of leases, agreements and contracts.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE in duplicate at Ottawa, this 20th day of July 2006, in the English and French languages, both texts being equally authentic.

For the Government of the United
Kingdom of Great Britain and Northern
Ireland:

For the Government of Canada:

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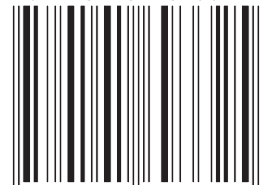
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