

SCHEDULE OF TERMS AND CONDITIONS

This Schedule sets forth the Terms and Conditions agreed to by Canada and the United Kingdom concerning the training of British Armed Forces in Canada from the date of entry into force of the Exchange of Notes constituting an Agreement between the Government of Canada and the United Kingdom, to which this Schedule is attached, until 19 August 1991. Arrangements for further training after the extension period will be the subject of further negotiation.

PART I

General

1. Notwithstanding any other term or condition of this Schedule, Canada shall exercise command and control over base and training facilities used by the British Forces and, having regard to the provisions of the Agreement between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO, SOFA) signed 19 June 1951 or other applicable agreements, training activities shall be conducted in accordance with applicable Canadian laws and regulations.

2. The entire cost and expense of the British Forces training programme shall be the responsibility of the United Kingdom. The United Kingdom shall reimburse Canada all costs incurred by Canada in respect of the British training programme including the cost of personnel, materiel, equipment, supplies, services (including civilian labour), and facilities provided from Canadian military or other government sources or commercial sources, as well as any related administrative or other charges which are added to the cost of these items. Except where otherwise stipulated in this Agreement or in any other Agreement, the costs to be recovered by Canada with respect to lands and buildings provided by Canada to the United Kingdom shall be those arising out of the maintenance or construction of buildings. When the training facilities financed by the United Kingdom pursuant to this Agreement are used by Canada, an appropriate portion of the United Kingdom costs shall, by agreement as provided for in para 4 below, be abated on the same basis as those charges applied by Canada in respect of the operating and maintenance of such facilities.

3. Any future arrangements which might be entered into concerning the use by any other country of the training facilities made available to the United Kingdom pursuant to this Agreement shall, where appropriate, include provisions respecting the repayment to the United Kingdom of a portion of capital costs incurred by the United Kingdom and respecting the joint sharing of operating and maintenance costs of the training facilities concerned.

4. All matters connected with the implementation of this Agreement, including the determination of budgetary matters, other than those which may be resolved through correspondence, shall be resolved during a joint meeting to be held as required but at least annually at National Defence Headquarters or at a location as mutually agreed.