

will be a matter for mutual agreement between the appropriate agencies of the two Governments, and will, in any case, not exceed the minimum required to operate the BMEWS facilities effectively. The over-all manning policy as between the employment of military and civilian personnel shall be the subject of agreement between appropriate agencies of the two governments.

(c) In light of the fact that the BMEWS Project is being undertaken in the mutual defense interests of both Governments and not as a commercial venture within the scope of the laws of Canada relating to regulation of communications companies, nothing in this agreement shall be construed as authority for the United States or its systems contractor to construct or operate a communications system in Canada for the furnishing of services to the public.

9. Financing

Unless otherwise provided herein or mutually agreed between appropriate agencies of the two governments, the cost of establishment, operation and maintenance of that portion of BMEWS to be located in Canada shall be the responsibility of the United States. However, if Canada should man any of the installations covered by paragraph 8(b) above, Canadian military personnel costs shall be borne by Canada. Canada shall pay any added costs, including costs of operation, which result from adapting any part of the communications system required for BMEWS to accommodate purely Canadian requirements as mutually agreed between appropriate agencies of the two Governments.

10. Period of Operation of the System

The United States may operate the facilities and continue to station the personnel provided for in paragraph 8 for a period of ten years commencing from the date when this agreement enters into force, or such shorter period as may be agreed upon by the two Governments in light of their mutual defense interests. After the ten year period, in the event that either Government concludes that operation of such facilities is no longer required, and the other Government does not agree, the question of continuing need will be referred to the Permanent Joint Board on Defense. Following consideration by the Permanent Joint Board on Defense, as provided above, either Government may decide that the facilities in question may be disposed of, in which case the arrangements shown in paragraph 11 below regarding ownership and disposition of the installations shall apply.

11. 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 10 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.