

EXCHANGE OF NOTES BETWEEN THE GOVERNMENT OF CANADA AND THE
INTERNATIONAL CIVIL AVIATION ORGANIZATION CONSTITUTING A SUP-
PLEMENT HEADQUARTERS PREMISES AGREEMENT

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*The Secretary of State for External Affairs of Canada to the Secretary
General of the International Civil Aviation Organization*

Ottawa, April 7, 1971.

SIR,

I have the honour to refer to the Headquarters Agreement between the International Civil Aviation Organization and the Government of Canada signed in Montreal on April 14, 1951⁽¹⁾, and which entered into force on May 1, 1951. The Government of Canada, in accordance with the provisions of Section 36 thereof, and in affirmation of its intention to meet its obligations as Host State to the International Civil Aviation Organization and to co-operate fully in order that ICAO Assembly Resolution A16/12 and ICAO Council Decision of February 15, 1971 may be fully implemented, proposes the following arrangements with respect to the terms of the financial participation of the Government of Canada.

The Organization, on entering into a lease agreement with International Aviation Square Incorporated with respect to the leasing of accommodation for the Organization in a building to be constructed on Sherbrooke Street West, in the City of Montreal, to be known as the International Civil Aviation Organization Building, undertakes certain financial obligations, and has made certain proposals regarding financial support from the Government of Canada.

The Government of Canada will, therefore, to assist in meeting the cost of accommodation in the new Headquarters premises, make an annual grant of One million, one hundred thousand dollars (\$1,100,000) to the Organization. The grant will be paid in advance in four equal quarterly instalments of Two hundred and seventy-five thousand dollars (\$275,000) each, subject to the following considerations:

- (1) The Organization shall provide the Government of Canada three months' notice of its intentions with respect to occupancy, including a statement as to the amount of space to be occupied (in the various categories), the relevant dates, and the rental to be paid under the pertinent provisions of the lease.
- (2) With respect to partial or full occupancy of the accommodation on a quarterly calendar date, payment shall be made on that date, prorated in the same proportion as the amount of rental due is to the total amount of rental provided for in the lease;
- (3) With respect to partial or full occupancy of the accommodation prior to a quarterly calendar date, payment shall be made on each date of such occupancy in the proportion as provided for in (2) above;

⁽¹⁾ Treaty Series 1951 No.7.