

3. The Canadian Forces shall exercise command and control over base and training facilities used by the German Armed Forces and training activities shall be conducted in accordance with Canadian laws, regulations and orders. All applicable Canadian safety regulations and standing operating procedures shall be followed. The German training shall be governed by the relevant regulations of the German Armed Forces.

4. The German Armed Forces shall respect Canadian laws, regulations and orders applicable to the Canadian Forces with respect to the protection of the environment.

5. The Canadian Forces shall normally act as the agent for the German Armed Forces for the provision of all goods, services and facilities from Canadian sources during the period of this Agreement with the exception of such commodities as may be excluded by the terms of the relevant Memorandum of Understanding. As agent, and in co-ordination with the German Armed Forces, the Canadian Forces shall arrange for the procurement of materiel, equipment, installations, transportation, construction, maintenance, supplies, services and civil labor from private, commercial or government sources, all in accordance with the procedures, terms and conditions applicable to such procurement for the Canadian Forces.

6. (a) The Federal Republic of Germany shall bear the costs of the training programs of the German Armed Forces in Canada and shall share costs as agreed between the users of the facilities. The Federal Republic of Germany shall pay to Canada all costs incurred as a result of the German training programs. The provisions of Article VIII of NATO SOFA, as supplemented by this Agreement, remain unaffected.

(b) These costs referred to in subparagraph (a) above, attributable to the German training programs, include the following:

(1) The Federal Republic of Germany shall bear financial responsibility for the operations and maintenance costs for equipment, transportation, buildings and installations, and the costs for personnel, materiel, supplies and services provided by the Canadian Forces or by other governmental or commercial agencies in support of the German training programs.

(2) Capital expenditures for agreed modifications, additions, or extensions of existing facilities and equipment, to maintain or develop required operational capabilities, shall be shared among the users on a basis determined through negotiations involving all interested parties. In addition, all capital costs of facility construction or expansion desired by and for the exclusive use of German Armed Forces shall be borne by the Federal Republic of Germany.