

5. Nothing in this Agreement shall derogate from the application of Canadian law in Canada. If, in unusual circumstances, the application of Canadian law may lead to delay or difficulty in the conduct of a T&E project, DOD may request the assistance of Canadian authorities in seeking appropriate alleviation.

6. The Canadian Forces shall exercise command and control over Canadian facilities used by the DOD for T&E, and Canadian safety regulations and orders shall apply.

7. Specific T&E projects shall be confined to Canadian Forces bases, training areas and agreed air space. The tests and evaluations will include projects related to weapons, weapons systems, stores and equipment, and electronic warfare systems and may include associated training and tactics development activities.

8. In no case shall nuclear, biological or chemical warfare materials be brought into Canada under this Agreement. Cruise missiles shall be unarmed.

9. Except as provided in paragraph 10, the United States shall bear all the costs and expenditures of the T&E Program. Project Arrangements made under the terms and conditions of this Agreement shall not be finalized until such time as it is confirmed that funds have been authorized, appropriated and allocated for this purpose. Subject to Article VIII of NATO SOFA, the United States shall reimburse Canada for all costs incurred by Canada on behalf of the United States as a direct result of the T&E Program. DND charges for support shall not include any amounts for military pay nor include normal operating and maintenance expenses that would be incurred whether or not the DOD was using the facility.

10. Canada shall have the right to participate in all CANUS T&E projects. The scope, character and financial obligations, if any, of Canadian participation shall be determined for each project through consultation and shall be specified in the associated Project Arrangements.

11. While security for a T&E project will be the responsibility of the Canadian Forces (CF), in special cases such as an unscheduled termination of a test flight or an accident in or adjacent to a CF Base, the US forces may be requested to assume this responsibility on a case by case basis if circumstances so dictate. When appropriate, the