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WITHDRAWAL SHEET

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Withdrawer

SMF 12/2/2009

File Folder CANADA-US PERMANENT JOINT BOARD ON DEFENSE
(08/09/1984) (2)

FOIA

F03-002/3

Box Number 12

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ID	Doc Type	Document Description	No of Pages	Doc Date	Restrictions
81149	REPORT	JOURNAL OF DISCUSSIONS AND DECISIONS FOR THE 168TH PJBD MEETING REPORT (PP. 38-63)	26	6/28/1984	B1

The above documents were not referred for declassification review at time of processing

Freedom of Information Act - [5 U.S.C. 552(b)]

- B-1 National security classified information [(b)(1) of the FOIA]
- B-2 Release would disclose internal personnel rules and practices of an agency [(b)(2) of the FOIA]
- B-3 Release would violate a Federal statute [(b)(3) of the FOIA]
- B-4 Release would disclose trade secrets or confidential or financial information [(b)(4) of the FOIA]
- B-6 Release would constitute a clearly unwarranted invasion of personal privacy [(b)(6) of the FOIA]
- B-7 Release would disclose information compiled for law enforcement purposes [(b)(7) of the FOIA]
- B-8 Release would disclose information concerning the regulation of financial institutions [(b)(8) of the FOIA]
- B-9 Release would disclose geological or geophysical information concerning wells [(b)(9) of the FOIA]

C. Closed in accordance with restrictions contained in donor's deed of gift.

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ATTACHMENT FOR ITEM 2

CANADIAN STATEMENT

" DRAFT "

28

MEMORANDUM OF UNDERSTANDING

ON AVIATION COOPERATION

BETWEEN

THE UNITED STATES NAVY

AND

THE CANADIAN FORCES

ARTICLE I

BACKGROUND

The underlying consideration in Canadian and United States mutual defence policy is that Canada and the United States are inextricably tied together in the defence of the North American Continent. Accordingly, defence plans of both nations are shaped on the basis of collective action. The defence of North America, as it concerns Canadian and United States Forces, is planned and coordinated under the auspices of two main plans. One is bilateral, the Canadian-United States Basic Security Plan; the second is a North Atlantic Treaty Organization (NATO) document called the General Defence Plan. Consultation and cooperation are major provisions of these Defence Plans. With respect to military operations then, bilateral channels do exist for cooperation; however, heretofore, on the subject of aircraft operations, no direct statement of cooperation has existed between the Chief of the Defence Staff on behalf of the Canadian Forces and the Chief of Naval Operations on behalf of the United States Navy. In the spirit of mutual defence planning, by this Memorandum of Understanding (MOU), provisions shall be established for military cooperation, information exchange, joint Research and Development and joint trials and evaluation of aircraft and weapon systems in common use in the Canadian Forces and the United States Navy.

ARTICLE II

PURPOSE OF THE AGREEMENT

The purpose of this MOU is to establish an accord leading to an active relationship by which professional knowledge of aircraft operations, experience, and doctrine of the Canadian Forces and the United States Navy and United States Marine Corps are shared to the maximum extent permissible under existing policies of Canada and the United States.

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ARTICLE III

OBJECTIVES

The objectives of this MOU are:

- a. To record the intention of the Canadian Forces, the United States Navy and the United States Marine Corps to establish and foster cooperation in the operation of aviation resources and associated support equipment.
- b. To outline the means to undertake information exchange, Research and Development and joint trials on common aircraft, air operations, aircraft weapon systems and supporting engineering and logistics.

ARTICLE IV

COOPERATION IN AVIATION OPERATIONS

The essence of mutual defence plans is found in military cooperation. Cooperation in the Canadian/American context takes many forms and may range from major endeavours in joint operational planning and tactical exercises to more subtle concepts such as recognition and protection of industrial base strength and long term logistic dialogue for cost effective life cycle management.

Two themes supporting cooperative effort are interoperability and standardization. It is the intention of the Canadian Forces and the United States Navy to accept interoperability and standardization as a mutual goal for the operation of common aircraft and their support systems.

Specific areas for cooperative effort include but are not limited to:

- a. exchange and liaison programmes;
- b. squadron exchanges;
- c. joint exercises;
- d. joint operations;
- e. support to logistics problems including spares exchange agreements;

- f. test and evaluation;
- g. Research and Development;
- h. data exchange; and
- j. coordinated purchases of equipment from contractors.

ARTICLE V

EXCHANGE OF INFORMATION

The Canadian Forces and the United States Navy may exchange operational and logistic data relative to engines and airframes, avionics, aircraft software, software support facilities, simulators, automatic test equipment, tactics and tactical employment of aircraft, radar and radar systems, electronic warfare, ECM and ECCM, command and control, survivability, flying training and training systems, flight and system testing, weapons, target acquisition systems, and aircraft fuels and lubricants.

Requests for and exchange of data will be made through normal inter-service channels.

An Information Exchange Project (IEP) is the standard device for exchange of information on a particular subject. An IEP facilitates the exchange of information and visit of personnel as a result of the specificity of the documentation by establishing, in advance, the "need to know" and the authority for release of the information concerned.

ARTICLE VI

IMPLEMENTING ARRANGEMENTS

Implementing arrangements between the USN/USMC and the Canadian Forces may be developed from time to time for the purpose of carrying out the intent of this agreement.

The Chief of the Defence Staff, and the Chief of Naval Operations are the authorities who will approve, through their designated agents, any IEP or MOU between the two Services.

ARTICLE VII

RESEARCH AND DEVELOPMENT

Research and Development cooperation relating to engines and airframes, avionics, aircraft software, software support facilities, simulators, automatic test equipment, tactics and tactical employment of aircraft, radar and radar systems, electronic warfare, ECM and ECCM, command and control, survivability, flying training and training systems, flight and system testing, weapons, target acquisition systems, and aircraft fuels and lubricants which may lead to improved performance and/or additional or upgraded components may be implemented through inter-service channels.

This cooperation may include exchange of information through visits and the exchange of documents; loan of equipment; exchanges of personnel; joint research and development proposals; and joint projects.

ARTICLE VIII

JOINT TRIALS

Information Exchange Projects may include arranging of and participating in joint trials. Joint trials may include the exchange or loan of equipment to be used for experimental or test purposes but excludes such permanent transfers of equipment properly made under Foreign Military Sales Memorandum of Understanding or similar arrangements.

ARTICLE IX

FUNDING

This MOU shall not impose any financial obligations on either party, except to the extent that each party shall be responsible for funding its own administrative costs related to the support of the agreement. Specific cost sharing arrangements shall be negotiated as part of any implementation arrangements which may be developed under this general agreement. Any action required to be taken under the terms of this general agreement will be subject to the availability of appropriated funds and national legislation regarding cost recovery.

ARTICLE X

SECURITY OF INFORMATION

Information provided by either Participant to the other in confidence, and such information produced by either Participant pursuant to this MOU requiring confidentiality, will either retain its original classification or be assigned a classification in accordance with national laws and regulations that will ensure a degree of protection against disclosure equivalent to that required by the other Participant.

Each Participant will take all lawful steps available to keep free from disclosure, under any legislative provision without the consent of the other Participant, information exchanged in confidence under this MOU.

To assist in providing the desired protection, each Participant will mark such information furnished to the other in confidence with a legend indicating the country of origin, the security classification, the conditions of release, the fact that the information relates to this MOU and that it is furnished in confidence.

A recipient Participant will not disclose or permit to be disclosed classified information received under this MOU to the Government of, or to organizations or nationals of, a third country, or any third party, except with the express consent of the originating Participant.

ARTICLE XI

LIMITATIONS

It is understood that any action taken by either Participant pursuant to this MOU shall be subject to the availability to that Participant of necessary resources as well as to any restrictions affecting release and availability of information to be exchanged.

ARTICLE XII

RESOLUTION OF DISPUTES

Any disagreement regarding the interpretation or application of this MOU will be resolved by consultation between the Participants and will not be referred to a third party or international tribunal for resolution or solution.

ARTICLE XIII

REVIEW AND ENTRY INTO FORCE AND
CONTINUING RESPONSIBILITIES OF THIS MOU

This MOU shall be subject to review at any time upon written notice by either Participant to the other that it desires to consult with a view to a substantive change.

This MOU shall enter into force on the date of the later signature and shall remain in force until ninety (90) days after either of the Participant shall have notified the other of its intention to terminate the agreement.

The responsibilities of the Participants involved regarding the use, safeguarding and disclosure to third parties of information exchanged or transferred under this MOU will continue to remain in effect after this MOU is terminated as if the MOU has not been terminated.

Chief of the Defence Staff
for the Canadian Forces

Date: _____

Chief of Naval Operations
for the United States Navy

Date: _____

ATTACHMENT FOR ITEM 9

CANADIAN STATEMENT

ANNEX B
TO 1461-67 TD 2041 (ADM(Fin))
DATED JUN 84

" DRAFT "

AGREEMENT

BETWEEN

THE SECRETARY OF DEFENSE OF THE UNITED STATES OF AMERICA

AND

THE MINISTER OF NATIONAL DEFENCE OF CANADA

CONCERNING

MUTUAL SUPPORT IN NORTH AMERICA

(CANADA/US MUTUAL SUPPORT AGREEMENT - CAN/US MSA)

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ANNEX B
TO 1461-67 TD 2041 (AFM(Fin))
DATED JUN 84

PREAMBLE

The Secretary of Defense of the United States of America

and

The Minister of National Defence of Canada

- noting the provisions of Article IX of the Agreement between the parties to the North Atlantic Treaty regarding the States of their Forces (NATO SOFA) of 19 June 1951,
- noting the pertinent NATO documents, in particular the North Atlantic Council decision of 17 Sep 49 to establish a Canada/US Regional Planning Group, and the relevant NATO Standardization Agreements (STANAG's),
- noting the pertinent NORAD documents, in particular the North American Aerospace Defence Command Agreement; and the Canada/US Basic Security Plan (MCC 100),
- noting the Integrated Canada/US Lines of Communications Agreement (CAN/US ILOC),
- noting the Canada/US Test and Evaluation Agreement (CAN/US T&E),

desiring to further the interoperability, rationalization, readiness and effectiveness of their respective military Forces through increased logistics co-operation, maximize the efficient utilization of each nations defence budget and achieve equitability in reciprocal arrangements, the parties have resolved to provide mutual support to one another under the terms and conditions of this Mutual Support Agreement.

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Article 1

Purpose

The purpose of this Agreement is to establish basic terms and conditions for provision of mutual logistic support, supplies and services.

Article 2

Definitions

1. As used in this Agreement and in any implementing arrangements, the following definitions apply:
 - a. Logistic Support, Supplies and Services. Supply of expendables and bulk expendables (food, petroleum, oils, lubricants, clothing, ammunition, spare parts and components), storage services, billeting, base operations support, training services, repair and maintenance services, communications services, medical services, transportation and related service, use of facilities.
 - b. Implementing Arrangement. An implementing arrangement is the detailed arrangement which is concluded on the basis of this Agreement and sets forth the additional details, terms and conditions.
 - c. Order. An order, when in its proper form and signed by an authorized official, is a request for the provision of specific logistic support, supplies or services.
 - d. Incremental Costs. An incremental cost is that additional cost incurred by one party when providing mutual support to another party which would not have been incurred had the support not been provided.

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Article 3

Applicability

1. This Agreement applies to military forces of the parties in North America and to logistic support, supplies and services which the United States Forces or the Canadian Armed Forces can provide within their own competence.
2. This Agreement applies not only in peacetime, but also in periods of crisis or war.
3. The parties understand that this Agreement will not be employed in a manner to serve as a routine and normal source for supplies and services reasonably available:
 - a. from United States or Canadian commercial sources; or
 - b. acquirable through normal military sales procedures.

Article 4

Basic Terms and Conditions

1. Each party agrees to utilize its best endeavors, consistent with national priorities, to enter into implementing arrangements and to satisfy requests of the other party for logistic support, supplies, and services. It is understood that in using best endeavors, neither party is required to agree to provide logistic support, supplies or services which would impair the support of their own requirements or other commitments.
2. The parties agree that the provision of logistic support, supplies and services between them will be accomplished by orders issued and accepted under implementing arrangements to this Agreement, or in conjunction with applicable STANAGs except as set forth in paragraph 4. The documentation for a transaction will include all necessary details, terms and conditions to carry out the logistic support, supplies and services.
3. Implementing arrangements will be negotiated on the part of the US by the Assistant Secretary of Defense, Manpower, Installations and Logistics and on the part of Canada by the Assistant Deputy Minister (Materiel) or their

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designated subordinate authorities. Implementing arrangements will generally identify those authorized to issue and accept orders under the implementing arrangements. The parties will notify each other of specific authorization or limitations on those command authorities, agencies, or personnel able to issue or accept orders. In the case of the United States, these notifications will go directly to and from . In the case of Canada, these notifications will go directly to and from the authority designed by the Assistant Deputy Minister (Materiel).

4. In the absence of relevant implementing arrangements or implemented logistic support STANAGs, orders may be issued against this Agreement alone in times of crisis or war as well as in exceptional situations jointly approved by the Assistant Secretary of Defense, Manpower, Installations and Logistics of the United States and the Assistant Deputy Minister (Materiel) of Canada or their designated subordinate authorities.

5. Both governments will strive for extensive cost limitations. To this end, the parties agree to charge only those incremental costs incurred in providing support to one another under this Agreement. As such, each party will bear those regular military and civilian personnel costs and personnel equipment costs, as well as all other overhead costs, which would have otherwise been incurred regardless of whether support was provided under this Agreement. In addition, nothing in this Agreement shall serve as a basis for an increased charge for logistic support, supplies or services if such logistic support, supplies or services would be available without charge or at a lesser charge under terms of another agreement.

6. In implementing joint programs or providing reciprocal services, the parties agree to enter into equitable financial arrangements which reflect the cost-sharing principles outlined in this Agreement.

7. For any logistic support, supplies or services, the contracting parties may negotiate for payment either in cash (a "reimbursable transaction") or payment in kind (an "exchange transaction"). Accordingly, the receiving party will pay the supplying part in conformance with either Articles 5 and 10 or Articles 6 and 10, below.

Article 5

Reimbursable Transactions

1. The supplying party will submit invoices to the receiving party after delivery or performance of the logistic support, supplies or services. Both parties will maintain records of all transactions, and the parties will pay outstanding balances not less frequently than quarterly. In pricing reimbursable transactions, the parties agree to the following principles:

- a. In the case of specific acquisition by the supplying party from its contractors or other government agency for a receiving party, the price will be no less favorable than the prices charged the armed forces of the supplying party by its contractors for identical items or services. The price charged will take into account differentials due to delivery, scheduled points of delivery, and other similar considerations.
- b. In the case of transfer from the supplying party's own resources, the supplying party will charge the price established; the same price as the supplying party charges its own forces as of the date the order or requisition is accepted for identical logistic support, supplies or services; or the direct or replacement cost for the materiel provided. In the case where a price has not been established or charges are not made for one's own forces, the parties will agree to a price in advance.
- c. When a definitive price is not agreed in advance on the order, the order will set forth a maximum limitation of liability for the requesting party pending agreement on a final price. The parties will promptly enter into negotiations to establish the final price.
- d. Unless otherwise agreed, the parties waive indirect costs, administrative surcharges, and contract administration costs.

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Article 6

Exchange Transactions

Both parties will maintain records of all transactions, and the receiving party will pay the supplying party in kind by transferring to the supplying party logistic support, supplies or services that are identical or substantially identical to the logistic support, supplies or services delivered or performed by the supplying party and which are satisfactory to the supplying party. If the receiving party does not pay in kind within the terms of a replacement schedule, agreed to or in effect at the time of the original transaction with timeframes which may not exceed six (6) months from the date of the original transaction, the transaction will be deemed a reimbursable transaction and governed by Article 5, except that the price will be established based upon the date the replacement in kind was to take place. In exceptional circumstances the parties may agree to a timeframe up to one year.

Article 7

Invoices Access to Records

1. The invoice will contain an identification of the applicable implementing arrangements. The invoice will be accompanied by evidence of receipt by the party receiving the logistic support, supplies or services.
2. The parties agree to provide, upon request, an audit certificate prepared by its appropriate audit authority, certifying that charges are in accordance with the reciprocal pricing principles in this agreement and do not include waived or excluded costs. Unless otherwise specified in an implementing arrangement, records only need be retained until the transaction is audited by the appropriate audit authority.

Article 8

Transportation

Unless otherwise agreed, supplies will be collected by the original receiving party which will also furnish the means required for the transportation. Any costs

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attributable to deviations from this rule will be borne by the receiving party. In the case of exchange transactions, transportation for replacement will be in accordance with the agreement at time of original transaction.

Article 9

Transfer Limitations

In all transactions involving the transfer of logistic support, supplies or services, the receiving party agrees that such logistic support, supplies or services will not be transferred, either temporarily or permanently, by any means to other than the forces of the receiving party or a NATO government or a NATO subsidiary body or agency thereof without the prior written consent of the supplying party.

Article 10

Excluded Tax and Customs

Relief from taxes and customs of deliveries to the other services rendered for the receiving party will be governed by the applicable agreements.

Article 11

Claims

1. The provisions of support items are without warranty, express or implied, except that unless otherwise stated, the supplies or services are warranted to conform to those ordered. To the extent that warranty rights against third parties may subsist in any item provided by one party to the other, such rights will, upon request, be assigned to the other party.

2. Subject to the provisions of Article VIII of NATO SOFA and Article 41 of the Supplementary Agreement to NATO SOFA, each party herewith waives any claim for damage against the other party when such damage arises from the use or operation of furnished items.

Article 12

Interpretation and Revision

The parties agree to make a good faith effort to resolve disagreements between the parties with respect to the interpretation or application of this Agreement. In the case of an implementing arrangement or transaction, the parties to the arrangements or transactions will make a good faith effort to resolve any disagreements with respect to interpretation or application of the arrangement or transaction. Differences of opinion which cannot be solved at the working level shall be submitted to the parties to this Agreement for investigation and resolution by negotiation.

Article 13

Effective Date and Termination

1. This Agreement will become effective on the date of the last signature and will continue in effect until terminated by either party giving six months' notice in writing.
2. Either party may, at any time, request revision of this Agreement. In the event such a request is made, the two parties shall promptly enter into negotiations.
3. The parties agree that five years after this Agreement enters into effect, they will jointly conduct a general review to determine which amendments, if any, should be made as a result of their experience in using the Agreement.

For the Secretary of Defense
of the United States
of America

For the Minister of
National Defence
of Canada