

No. 53189*

**Canada
and
Italy**

Exchange of notes constituting an agreement between the Government of Canada and the Government of the Italian Republic providing for military exercises of the Italian armed forces in Canada. Rome, 3 September 1999

Entry into force: *3 September 1999, in accordance with the provisions of the said notes*

Authentic texts: *English and French*

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**Canada
et
Italie**

Échange de notes constituant un accord entre le Gouvernement du Canada et le Gouvernement de la République italienne prévoyant la conduite d'exercices militaires par les forces armées italiennes au Canada. Rome, 3 septembre 1999

Entrée en vigueur : *3 septembre 1999, conformément aux dispositions desdites notes*

Textes authentiques : *anglais et français*

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[ENGLISH TEXT – TEXTE ANGLAIS]

I

Canadian Embassy



Ambassade du Canada

Note No. 0184

Dear Minister,

I have the honour to refer to recent discussions between officials of the Government of Canada and the Government of the Italian Republic concerning our mutual objective of providing for military exercises of the Italian Armed Forces in Canada. As a result of these discussions, I have the honour to propose an agreement between our two Governments in the following terms:

1. The Government of the Italian Republic shall be permitted to exercise Italian Armed Forces units, use land, air space and installations, and station personnel and equipment at sites in Canada as may be mutually selected by the Minister of National Defence of Canada and the Minister of Defence of the Italian Republic in accordance with the terms and conditions set out in this Agreement and the Memoranda of Understanding subsumed under this Agreement. The periods of such exercising, use, stationing and the activities to be carried out, shall be specified in the relevant Memorandum of Understanding.
2. The status of Italian Armed Forces units exercising in Canada shall be governed by the terms of the Agreement Between The Parties To The North Atlantic Treaty Regarding The Status Of Their Forces (NATO SOFA), dated June 19, 1951 as supplemented by paragraph 9 of this Agreement, and implemented in Canada by the Visiting Forces Act.
3. The Canadian Forces shall have command and control over the facilities used by the Italian Armed Forces and military activities shall be conducted in accordance with Canadian laws, regulations and orders and Canada's obligations under international law. All applicable Canadian safety regulations and standing operating procedures shall be followed. Subject to the foregoing, Italian military activities shall be governed by the relevant regulations of the Italian Armed Forces.
4. The Italian 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 act as the agent for the Italian Armed Forces for the provision of all goods, services and facilities through Canadian sources for the

purpose of this Agreement, with the exception of such commodities as may be excluded by the terms of any relevant Memorandum of Understanding made under paragraph 10 of this Agreement. As agent, and in coordination with the Italian Armed Forces, the Canadian Forces shall arrange for the procurement of material, equipment, installations, transportation, construction, maintenance, supplies, services and civil labour from private, commercial or government sources, all in accordance with the procedures, terms and conditions applicable to such procurement for the Canadian Forces. In exceptional cases, the Italian Armed Forces may be authorized to procure supplies and services locally subject to relevant provincial and federal laws and regulations. Any significant change in the scale or scope of the support services provided to the Government of the Italian Republic by Canada shall be the subject of consultation between Canada and the Italian Republic as soon as possible before the proposed change is due to be implemented be in accordance with the general terms of the relevant Memorandum of Understanding, and be reflected within that accord.

6. Removable equipment, materials and supplies brought into Canada under NATO SOFA by, or on behalf of, the Government of the Italian Republic in connection with this Agreement will remain the property of the Government of the Italian Republic's.
7. The Government of the Italian Republic shall bear the costs of the military activities of the Italian Armed Forces in Canada, except in those instances when it is agreed to share the costs between users of the facilities in accordance with the arrangements set out in the relevant Memorandum of Understanding as referred to in paragraph 10. These costs shall include costs, related to the activities of Italian Armed Forces units exercising in Canada, for environmental studies, projects, undertakings or monitoring surveys as are required under Canadian laws, regulations and orders. The arrangements, including the financial obligations involved, shall be tabled at the annual joint meetings. The Government of the Italian Republic shall pay to Canada all costs incurred by Canada as a result of the Italian military activities.
8. The costs to be paid to Canada for land, buildings and installations made available by Canada to the Government of the Italian Republic shall be only such agreed costs incurred as a result of the acquisition, construction, modification, operation, or lease of such land, buildings and installations in support of the Italian military activities. The Government of the Italian Republic shall not be liable for the cost of the purchase of land by Canada in support of the Italian military activities.
9. All claims arising out of or in connection with this Agreement shall be dealt with in accordance with Article VIII of the NATO SOFA including any amendments thereto and any other related supplementary agreement to the NATO SOFA. For

the purposes of paragraph 1 of Article VIII, an employee of the Government of Canada or the Government of the Italian Republic assigned to duty with the Canadian Forces or the Italian Armed Forces for the purpose of working under this Agreement shall be deemed to an employee of the Canadian Forces or of the Italian Armed Forces respectively. Employees, and agents of contractors shall not be deemed to be members of a civilian component or employees of the Canadian Forces or of the Italian Armed Forces for this purpose.

10. Implementing arrangements between the Ministry of Defence of the Government of the Italian Republic and the Department of National Defence of Canada shall be made by means of Memoranda of Understanding which shall be consistent with the intent of this Agreement. The Memoranda of Understanding may be amended as provided therein. The applicable multi-national Memorandum of Understanding for all foreign forces exercising at Goose Bay, and which the Italian Armed Forces would also sign once amended as appropriate, is currently due to expire on 31 March 2006.
11. This Agreement will, subject to para 12, remain in effect for a period of ten years, and may be renewed, unless terminated in whole or in part by either Government by giving twelve months notice in writing to the other.
12. This Agreement may be suspended at any time, in whole or in part, by either of the two Governments, without notice to the other, if the Government suspending this Agreement considers such action necessary for reasons of extreme emergency such as war, invasion or insurrection, real or apprehended. The effective date of such suspension shall be confirmed by a subsequent exchange of notes between the two governments.
13. In the event of termination or suspension of this Agreement, or any part thereof, financial consequences resulting therefrom shall be settled by negotiations regarding, *inter alia*, residual values of investments, termination costs associated with civilian employees rendered redundant, and penalties and cancellation costs associated with the termination of leases, agreements and contracts. To this effect, the military or economic value of these investments to the Government of Canada, as well as the proceeds of any sales made of these investments, shall be given due consideration.
14. Upon termination or suspension of this Agreement, or any part thereof, the Government of the Italian Republic shall not be obliged to remove any facilities, buildings or improvements thereto which have been constructed with its own funds, unless such an obligation was stipulated by Canada at the time of construction.

15. Following the termination or suspension of this Agreement in whole or in part, the Government of the Italian Republic shall share the proportionate costs, to be agreed upon with Canada, arising from the environmental clean-up and restoration to a reasonable level, with a view to meeting Canadian laws and regulations, of land used by the Armed Forces of the Government of the Italian Republic, including, *inter alia*, range sweep operations, disposal of unexploded munitions, disposal or clean-up of environmental contaminants and site restoration such as the removal of field works. The costs of such environmental clean-up and site restoration shall be the subject of separate negotiations.

It is understood, however, that the Italian Armed Forces activities at Goose Bay shall be conducted under a Multinational Memorandum of Understanding currently scheduled to expire on March 31, 2006. If the Government of the Italian Republic concurs in the considerations and provisions set forth herein, I have the honour to propose that this Note, which is equally authentic in both English and French, and your affirmative reply, shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply.

Accept, Dear Minister, the assurances of my highest consideration.

Rome, September 3, 1999



Jeremy K. B. Kinsman
Ambassador