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ARRANGEMENT IN THE FORM OF AN EXCHANGE OF  
NOTES BETWEEN THE GOVERNMENT OF CANADA AND  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Ottawa, May 7, 1982  
Effective, May 7, 1982

ARRANGEMENT SOUS FORME D'UN CHANGE DE NOTES ENTRE LE  
GOUVERNEMENT DU CANADA ET LE GOUVERNEMENT DES ETATS-UNIS  
D'AMERIQUE

Ottawa, le 7 mai, 1982  
En vi gueur, le 7 mai , 1982

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OTTAWA, KIA OG2

May 4, 1982

GNG-440

Excellency,

I have the honour to refer to recent discussions between officials of our two Governments on the question of the provision of mutual assistance in fighting forest fires.

I have the honour to propose the conclusion of an arrangement on this matter on the following lines:

- (a) On the part of Canada the departments and/or agencies participating in this arrangement will be those listed in the Annex to this Note. On the part of the United States of America the participating departments will be the Department of Agriculture and the Department of the Interior of the United States acting for the following Federal Agencies: Forest Service, Bureau of Land Management, National Park Service, Bureau of Indian Affairs and the Fish and Wildlife Service.
- (b) Participating departments and agencies in Canada or the United States are authorized to request and to receive forest fire fighting assistance from a participating department or agency in the other country.
- (c) Requests for fire fighting assistance may be made by written communications or through rapid communications methods between the parties. If the request is made by other than written communication, it shall be confirmed in writing as soon as practical after the request. Written requests shall provide an itemization of services and/or facilities needed together with an undertaking to make reimbursement in accordance with paragraphs (g) and (h). Each such request should be signed by an authorized official as designated in paragraph (e) below.
- (d) The responsible Government of the requesting party shall reimburse the responsible Government of the aiding party in accordance with paragraphs (g) and (h). It is understood that reimbursement shall be made within one hundred and twenty days or four months after the receipt by the requesting party of an itemized statement of such costs.
- (e) On the conclusion of this arrangement and by January 15 annually thereafter the participating departments and agencies will exchange with each other the names of officials designated to request and/or provide services under this arrangement. In accordance with the cooperative nature of this arrangement it shall be permissible and desirable for the parties to exchange recommendations and suggestions designed to render more effective operational procedures to be followed in requesting assistance and reimbursing expenses.

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H.E. Paul H. Robinson, Jr.  
Ambassador of the United States of America  
Ottawa, Canada

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- (f) Personnel and facilities of the aiding party made available to the requesting party shall at all times remain under the direct control and direction of the aiding party. The activities of the personnel and facilities of the aiding party should be coordinated by the requesting party with the activities of the personnel and facilities of the requesting party, in order to achieve the maximum possible effectiveness and efficiency.
- (g) Any party rendering aid pursuant to this arrangement shall be reimbursed by the responsible Government of the party receiving such aid for the cost of any damage to, loss of or expense incurred in the operation of any facility answering a request for aid (except where such loss, damage or expense is the result of negligence on the part of the operator or from deliberate acts of misuse) and for the cost of all materials, transportation, wages, salaries, and maintenance of employees and equipment incurred in connection with such request.
- (h) Any party rendering aid pursuant to this arrangement shall be reimbursed by the responsible Government of the party receiving such aid for the cost of payment of compensation and death benefits disbursed to injured employees and the dependents or representatives of deceased employees in the event such employees sustain injuries or are killed while rendering aid pursuant to this arrangement, provided that such payments are made in the same manner and on the same terms as if the injury or death were sustained in the regular course of employment.
- (i) Participating Canadian and United States departments and agencies shall have the right to withdraw some or all of their personnel and/or facilities whenever they are needed for the maintenance of fire fighting at home. Notice of intention in this respect should be communicated to the requesting party.
- (j) Nothing in this arrangement shall be construed as obligating the parties to make expenditures or enter into obligations, contractual or otherwise, for the payment of money in excess of appropriations authorized by law and allocated for forest fire fighting.
- (k) Nothing in this arrangement shall be construed as affecting any existing cooperative forest fire fighting arrangements.
- (l) Except for costs set forth in paragraphs (g) and (h) no party to this arrangement or its officers or employees shall be liable to any of the other parties thereto or to their officers or employees on account of any act or omission in consequence of performance or intended performance of this arrangement.

If the foregoing proposals are acceptable to the Government of the United States of America, I have the honour to propose that this Note, together with its Annex, which is authentic in English and French, and your Excellency's reply to that effect, shall constitute an arrangement between our two Governments on this matter which will enter into force on the date of your reply and shall remain in force until terminated by either Government on six month's notice in writing to the other.

Accept, Excellency, the renewed assurances of my highest consideration.

Secretary of State  
for External Affairs

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ANNEX

Government of Canada:

The Department of Indian Affairs and Northern  
Development (Northern Affairs Programme)

Department of the Environment (Canadian  
Forestry Service and Parks Canada)

Government of Alberta:

Department of Energy and Natural Resources  
Alberta Forest Service

Government of British Columbia:

British Columbia Forest Service

Government of Manitoba:

Department of Natural Resources

Government of New Brunswick:

Department of Natural Resources

Government of Nova Scotia:

Department of Lands and Forests

Government of Ontario:

Ministry of Natural Resources

Government of Saskatchewan:

Department of Parks and Renewable  
Resources.

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EMBASSY OF THE  
UNITED STATES OF AMERICA

Ottawa, May 7, 1982

No. 127

Sir:

I have the honor to refer to your Note Number GNG - 440 of May 4, 1982, concerning an arrangement on mutual assistance in fighting forest fires between the Government of United States of America and the Government of Canada.

I have the honor to confirm that it is the desire of my Government to conclude this arrangement as set out in your note of May 4, 1982. Accordingly, I have the further honor to confirm that your note of May 4, 1982 and this reply shall constitute an arrangement to that effect between our two Governments in this matter which shall enter into force as of the date of this reply.

Accept, Sir, the renewed assurances of my highest consideration.

Richard J. Smith  
Charge d'Affaires ad interim

The Honorable  
Mark MacGuigan,  
Secretary of State for External Affairs  
Ottawa

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No. 396

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the arrangement between the Government of the United States and the Government of Canada on mutual assistance in fighting forest fires established by the exchange of Note No. 127 of May 7, 1982, of the Embassy of the United States of America in Ottawa and Note GNG-440 of May 4, 1982, of the Department of External Affairs. In reply to Note 310 of September 13, 1988, of the Canadian Embassy in Washington, the Embassy has the honor to inform the Department of External Affairs that its proposal to add the Government of Prince Edward Island, the Government of Newfoundland and Labrador, and the Government of the Northwest Territories to the list of Canadian participants in the arrangement is acceptable to the Government of the United States of America.

The Embassy therefore confirms that Canadian Embassy Note 310 of September 13, 1988 and its annex, together with this reply, constitute an amendment to the arrangement. The Embassy further confirms that the arrangement enters into force on September 9, 1988.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of External Affairs the assurances of its highest consideration.

Embassy of the United States of America,  
Ottawa, September 21, 1988.

**UNGR00006**

The Embassy of Canada presents its compliments to the Department of State of the United States of America and has the honour to refer to the arrangement between the Government of Canada and the Government of the United States on mutual assistance in fighting forest fires established by the exchange of Note GNG-440 of May 4, 1982 of the Department of External Affairs and Note No. 127 of May 7, 1982 of the Embassy of the United States of America in Ottawa, and as amended by the exchange of Note No. 310 of September 13, 1988 of the Canadian Embassy in Washington, Note No. 396 of September 21, 1988 of the Embassy of the United States of America in Ottawa, and Note UNGR0268 of September 25, 2003 of the Canadian Embassy in Washington.

The Embassy has the honour to inform the Department of State that the Government of Quebec is added to the list of Canadian participants to the arrangement and that the other, technical changes have been made to clarify those Canadian entities currently participating. The updated and current Annex is attached.

The Embassy of Canada avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration.



*Washington, D.C., January 7, 2004*

**Annex**

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| Government of Canada                    | Department of Environment (Canadian Forestry Service and Parks Canada) |
| Government of Alberta                   | Department of Energy and Natural Resources<br>Alberta Forest Service   |
| Government of British Columbia          | British Columbia Forest Service Government                             |
| of Manitoba                             | Department of Natural Resources  |
| Government of New Brunswick             | Department of Natural Resources  |
| Government of Newfoundland and Labrador | Department of Forest Resources and Lands                               |
| Government of the Northwest Territories | Department of Renewable Resources                                      |
| Government of Nova Scotia               | Department of Lands and Forests  |
| Government of Ontario                   | Ministry of Natural Resources  |
| Government of Prince Edward Island      | Department of Energy and Forestry                                      |
| Gouvernement du Québec                  | Ministère des Ressources naturelles, de la Faune et des Parcs          |
| Government of Saskatchewan              | Department of Tourism and Renewable Resources                          |
| Government of Yukon                     | Department of Community Services                                       |