

**NAVIGATION**

**Icebreaking Operations in the Great Lakes and  
St. Lawrence Seaway System**

**Agreement Between the  
UNITED STATES OF AMERICA  
and CANADA**

**Effected by Exchange of Notes  
Signed at Ottawa October 28 and  
December 5, 1980**

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

" . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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## CANADA

**Navigation: Icebreaking Operations in the Great Lakes  
and St. Lawrence Seaway System**

*Agreement effected by exchange of notes*

*Signed at Ottawa October 28 and December 5, 1980;*

*Entered into force December 5, 1980.*

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*The American Ambassador to the Canadian Secretary of State /  
External Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA

No. 322

Ottawa, October 28, 1980

Sir:

I have the honor to refer to discussions between officials of our two Governments concerning the desirability of coordinating our icebreaking operations in the Great Lakes-St. Lawrence Seaway System.

These discussions have indicated that coordination between United States and Canadian Coast Guards will lead to increased efficiency in the utilization of ice operations forces in the Great Lakes and St. Lawrence Seaway System thereby increasing our capability to maintain open routes for maritime commerce to the mutual advantage of both the United States of America and Canada. Accordingly, I wish to propose that such coordinated ice operations be formalized along with the terms and conditions in the Annex hereto.

If the foregoing is acceptable to your Government, I have the further honor to propose that this Note and its Annex, together with your reply to that effect, shall constitute an Agreement between the United States of America and Canada, which shall enter into force on the date of your reply.

The Honorable

Mark MacGuigan,

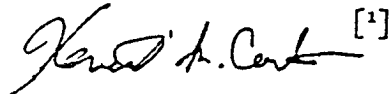
Secretary of State

for External Affairs,

Ottawa.

This Agreement shall remain in force for a period of 10 years and may be renewed for additional periods of 5 years. Either Party may terminate the Agreement upon 60 days' notice in writing.

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

A handwritten signature in cursive script, reading "Kenneth M. Curtis", followed by a superscripted "[1]".

Enclosure:

Annex

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<sup>1</sup> Kenneth M. Curtis.

A N N E X

This Agreement provides for coordination of icebreaking activities of the Governments of the United States of America and Canada (hereinafter referred to as "the Parties") on the Great Lakes including the main connecting navigable waterways, Georgian Bay and the St. Lawrence River from Tibbetts Point, New York to as far east as Cornwall, Ontario.

1. Definitions

- A. "Designated agencies" for the purpose of this Agreement shall mean:
  - a) For the United States of America, the United States Coast Guard.
  - b) For Canada, the Canadian Coast Guard.
- B. "Icebreaking facilities and personnel" for the purpose of this Agreement shall mean facilities owned and operated by and personnel under the control of the Parties. However, nothing in this Agreement shall be construed as barring use of privately owned vessels by either Party for icebreaking in the area covered by this Agreement. For purposes of this Agreement, a privately owned vessel is one which is under contract to, and under the operational control of, either of the Parties.
- C. Anything required to be done, under the terms of this Agreement, by a designated agency may be done by a properly authorized official of that agency.

2. The designated agency of the Government of Canada shall coordinate icebreaking operations within Canadian waters except as provided by arrangements pursuant to paragraphs 4, 5 and 7 of this Annex.

3. The designated agency of the Government of the United States shall coordinate icebreaking operations within United States waters except as provided by arrangements pursuant to paragraphs 4, 5 and 7 of this Annex.

4. The designated agencies of the Parties shall keep each other advised as to the location and condition of readiness of their respective icebreaking facilities and personnel within the areas subject to this Agreement. The designated agencies of each Party shall provide for coordination and cooperation by the establishment of appropriate arrangements and procedures. These arrangements and procedures shall provide for such matters as reporting on the availability of icebreaking facilities and personnel, means of communication, allocation of areas of operational responsibility, and other matters relevant to cooperation and coordination of operations.

5. a) The Parties shall endeavour to keep certain waters subject to this Agreement open for maritime commerce. The designated agencies of the Parties shall allocate between themselves areas of responsibility for the coordination of icebreaking activities. These areas of responsibility need not correspond with the waters over which the Parties exercise their sovereignty.

b) Where icebreaking operations are under the coordination of a designated agency of one Party but in the waters of the other Party the former shall on its own initiative, or at the request of the designated agency of the other Party, cease operations when such operations are, or are likely to be, detrimental to the good of a community or private concern, or could cause damage to shoreline properties, interference with the production of hydro-electric power, or any other undesirable results to industry, individuals or the public. Such icebreaking operations shall be continued where the Parties, after due consideration of the risks and benefits involved, agree to do so.

6. Upon request of the designated agency of one Party the designated agency of the other Party may provide, for use in an area for which the former has the coordinating responsibility, such icebreaking facilities and personnel as are available and not otherwise committed.

Coordination of the icebreaking facilities and personnel requested shall be done by the designated agency which has requested them. Command of the facilities and personnel shall remain with the Party providing the requested facilities and personnel.

7. When extraordinary circumstances exist which in the judgement of either designated agency render it impractical or impossible for the coordination of operations to be assumed pursuant to paragraph 5 of this



Annex, such designated agency, after notifying the designated agency of the other Party shall initiate operations within its waters by employing its facilities and personnel and shall assume coordination of the operation. Coordination will be transferred to the agency having coordinating responsibilities under paragraph 5 of this Annex as soon as circumstances permit.

8. The Government of the United States shall, in accordance with its laws, be liable for damages caused by the negligent acts of United States Coast Guard agents or employees conducted pursuant to this Agreement, unless otherwise provided by international agreement. The Government of Canada, shall, in accordance with its laws, be liable for damages caused by the negligent acts of Canadian Coast Guard agents or employees conducted pursuant to this Agreement, unless otherwise provided by international agreement.

9 Each Party shall bear its own costs of operations conducted pursuant to this Agreement.

10. As necessary and to avoid any undue delay or expense in connection with any operation conducted under this Agreement, any customs and immigration clearances required by law will be facilitated and expedited by each Party for icebreaking facilities and personnel of the other Party.

11. The undertakings of the designated agencies provided for in this Agreement shall be subject to the availability of appropriated funds for such purposes.

*The Canadian Secretary of State for External Affairs to the  
American Ambassador*



The Secretary of State for External Affairs

Secrétaire d'État aux Affaires extérieures

Canada

Ottawa, December 5, 1980

No. GNT-766

Excellency,

I have the honour to refer to your Note No. 322 of October 28, 1980 concerning the desirability of coordinating our icebreaking operations in the Great Lakes - St. Lawrence Seaway System.

I am pleased to inform you that the Government of Canada accepts the proposals set forth in your Note and the Annex thereto. The Government of Canada further agrees that your Note and the Annex thereto, together with this reply, which is authentic in English and French, shall constitute an Agreement between Canada and the United States which shall enter into force on the date of this Note and remain in force for a period of ten years and may be renewed for additional periods of five years. Either party may terminate the Agreement upon sixty days' notice in writing.

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

A handwritten signature in dark ink, appearing to be "L. Mulroney", followed by a small square box containing the number "1".

Secretary of State for  
External Affairs

His Excellency Kenneth M. Curtis,  
Ambassador of the United States of America,  
Ottawa.

*French Text of the Canadian Note*

The Secretary of State for External Affairs



Secrétaire d'État aux Affaires extérieures

Canada

Ottawa, le 5 décembre 1980

No. GNT-766

Excellence,

J'ai l'honneur de me référer à votre Note No. 522 du 28 octobre concernant la désirabilité de coordonner nos opérations de brisage de glaces dans le réseau des Grands lacs et de la Voie maritime du Saint-Laurent.

Je suis heureux de vous faire savoir que les propositions exposées dans votre Note et son Annexe agréent au Gouvernement du Canada. En outre, le Gouvernement du Canada accepte que votre Note et son Annexe, ainsi que la présente réponse, dont les versions française et anglaise font également foi, constituent un Accord entre le Canada et les États-Unis qui entrera en vigueur à la date de la présente Note pour une période de dix ans et pourra être reconduit pour des périodes additionnelles de 5 ans. L'Accord pourra être dénoncé par l'une ou l'autre des Parties sur préavis écrit de 60 jours.

Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération.

Le Secrétaire d'État aux  
Affaires extérieures

A handwritten signature in dark ink, likely belonging to the Secretary of State for External Affairs at the time.

Son Excellence M. Kenneth M. Curtis,  
Ambassadeur des États-Unis d'Amérique,  
Ottawa.