

CCC/NASA AGREEMENTS

In Reply Refer To  
AG/EMS:es

June 30, 1960

Mr. D. A.. Golden  
Deputy Minister of Defence Production  
Government of the Commonwealth of Canada  
Ottawa, Canada

Dear Sir:

I refer to the Agreement dated July 27, 1956 between the Department of Defence Production (Canada) and the United States Departments of the Army, Navy, and Air Force, which sets forth policies and procedures with respect to the administration of contracts placed with the Canadian Commercial Corporation by the United States military departments, and also provides for certain reciprocal arrangements facilitating procurement by each of the parties in the country of the other.

As you are aware, the National Aeronautics and Space Administration has been established as a separate civilian agency of the United States Government, and charged with primary responsibility for the conduct of scientific research in space technology and exploration. In carrying out this responsibility, the Administration will engage in a substantial procurement program for research and development in the areas of its interests. Participation in this program by Canadian contractors with the requisite technical capability will be welcomed.

While the NASA procurement program will be administered entirely independently of the programs of the United States military departments, and under NASA's own policies and procedures, it is believed that if the assistance of the Canadian Commercial Corporation could be utilized by NASA, under arrangements similar to those agreed upon with the military departments, it would be to the mutual benefit of NASA and the Department of Defence Production. Accordingly, I would like to propose that it be agreed between us that the same policies and procedures as are laid down in the Agreement of July 27, 1956, as amended to date, shall also apply, on a separate basis and to the extent they are relevant, to contracts entered into between NASA and the Corporation.

If you concur in this proposal, it is suggested that this letter and your letter in reply can constitute our agreement on this matter, to take effect as of the date of your letter and remain in effect until terminated by mutual consent, or by either party upon six months' notice in writing. However, if the Agreement of July 27, 1956, as amended, should be terminated either by the military departments or by the Department

of Defence Production, or if it should be amended again, it is believed that further consultation between us as to the future status of our agreement, or the applicability of any amendments, would be desirable.

Upon receipt of an affirmative reply to the above proposal, NASA will be prepared to make further detailed arrangements for the application of the agreed policies and procedures with representatives of the Canadian Commercial Corporation.

Sincerely,

T. Keith Glennan  
Administrator

Ottawa,  
July 11, 1960.

File No. CCC 70E-1  
Your Ref. AG/EMS:es

T. Keith Glennan, Esq., Administrator,  
National Aeronautics & Space Administration, 1520 H Street Northwest,  
Washington 25, D. C.

Dear Mr. Glennan:

I have your letter of June 30, 1960 regarding the program of National Aeronautics and Space Administration and am pleased to note that your Administration will welcome participation by Canadian contractors having the requisite technical capability.

The services of Canadian Commercial Corporation are available to NASA for this purpose regardless of the fact that your procurement program will be administered independently of the United States Military Departments, and I am quite agreeable that the policies and procedures set out in the Letter Agreement of July 27, 1956, as amended on December 17, 1956 and May 31, 1957, between this Department and the Assistance Secretaries of the United States Army, Navy and Air Force, shall apply on a separate basis to contracts between NASA and the Corporation.

Regarding the statement in your letter that the provisions of the Letter Agreement should apply to the extent they are relevant, will you please advise me of any reservations you may have as to the relevancy of the whole Letter Agreement. This would prevent any possible misunderstanding in the future.

This Department is pleased to concur in the proposal set out in your letter of June 30, the effective date to be the date of this letter, and the Agreement to remain in effect until terminated by mutual consent or by either party upon six months' notice in writing. If the Letter Agreement should be terminated or further amended, this Department will consult with you.

The Canadian Co-ordinator of Production Sharing will be pleased to arrange discussions on pre-contractual procedures with you, and Canadian Commercial Corporation is prepared to discuss the detail of contractual arrangements.

Yours faithfully,

D.A. Golden,  
Deputy Minister.

FFWaddell/EM  
NASA Headquarters

Washington 25, D.C.

August 2, 1960

Mr. D. A. Golden  
Deputy Minister of Defence Production  
Government of the Commonwealth of Canada  
Ottawa, Canada

Dear Sir:

This is in reply to your letter of July 11th to Dr. Glennan, the administrator of the National Aeronautics and Space Administration, concurring in his proposal that the policies and procedures set forth in the Agreement of July 27, 1956, as amended, between the Department of Defence Production (Canada) and the U. S. military departments be applied also to contracts entered into between NASA and the Canadian Commercial Corporation.

You requested that you be advised further as to the intent of the statement in Dr. Glennan's letter of June 30th that the provisions of the Agreement of July 27, 1956 would apply "to the extent they are relevant." In thus limiting the application of the Agreement of July 27, 1956, we had in mind only the following points:

1. Section 10 of the Agreement provides, in part, that each contract covered by the Agreement shall be deemed to include the provisions required by Section 719, Public Law 458, 83rd Congress (5 U.S.C. 174d). Section 719 is applicable by its own terms solely to contracts which are funded from Department of Defense appropriations. Therefore, the contractual provisions which it requires would not be included in contracts entered into between NASA and the CCC.
2. The second sentence of Section 6 of the Agreement, as amended on March 31, 1957, provides in part that the military departments shall provide and make no charge for inspection services and facilities..."with respect to subcontracts placed in the U. S. by Canadian contractors which are performing contracts for the Department of Defence Production (Canada)." It is not believed that this provision would extend to the NASA-DDP(C) Agreement to apply the policies and procedures of the Agreement of July 27, 1956 to contracts entered into between NASA and the CCC.
3. The same sentence in Section 6, as amended, and the final clause of Section 4 of the Agreement of July 27, 1956, refer to contracts placed in the United States by the military departments for the Canadian Government. We cannot foresee a situation in which NASA will be called upon to place a contract in the United States for the Canadian Government, and, therefore, it is believed these references in Sections 4 and 6 are also not relevant under the NASA-DDP(C) Agreement. However, this should not be construed as a determination that NASA would not, upon request and if the circumstances warrant it, place a contract in the United States for the Canadian

Government. Unless such a contract is placed, these provisions of Sections 4 and 6 will, of course, have no effect.

On behalf of the Administrator, I should like to express the appreciation of NASA for your favorable response to his proposal. We are now taking further steps with the CCC to implement the NASA-DDP(C) Agreement.

Sincerely,

Ernest W. Brackett  
Director, Procurement & Supply

Ottawa,  
August 25, 1960.

Ernest W. Brackett, Esq.,  
Director, Procurement and Supply,  
NASA Headquarters,  
1520 H Street Northwest,  
Washington 25, D.C.

Dear Mr. Brackett:

Referring to my letter to Dr. Glennan of July 11, 1960 and your reply of August 2, 1960, your reference BR:CS, I note the reservations you have made as to the relevancy of certain provisions in the Letter Agreement of July 27, 1956, as amended, to contracts which may be placed by your Administration with Canadian Commercial Corporation.

I agree that the provisions you have mentioned would not be applicable to your Administration, and therefore we are now in complete agreement as to the use of the Letter Agreement in regard to contracts entered into between NASA and Canadian Commercial Corporation.

Yours faithfully,

D. A. Golden,  
Deputy Minister.