

UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
MALTA

Agreement on mutual defence and assistance (with annex). Signed at Malta, on 21 September 1964

Exchange of letters constituting an agreement on the civil dockyard in Malta. Malta, 21 September 1964

Exchange of letters constituting an agreement on the Flight Information Centre in Malta. Malta, 21 September 1964

Exchange of letters (with annexed map) constituting an agreement amending the Agreement on mutual defence and assistance. Malta, 8 July 1966

*Officiel text: English.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 13 January 1966. 7*

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ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
et  
MALTE

Accord de défense et d'assistance mutuelles (avec annexe).  
Signé à Malte, le 21 septembre 1964

Échange de lettres constituant un accord relatif aux docks civils de Malte. Malte, 21 septembre 1964

Échange de lettres constituant un accord relatif au Centre d'informations aéronautiques de Malte. Malte, 21 septembre 1964

Échange de lettres (avec plan annexé) constituant un accord portant modification de l'Accord de défense et d'assistance mutuelles. Malte, 8 juillet 1966

*Texte officiel anglais.*

*Enregistrés par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 13 janvier 1966. 7*

No. 8518. AGREEMENT<sup>1</sup> ON MUTUAL DEFENCE AND ASSISTANCE BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF MALTA. SIGNED AT MALTA, ON 21 SEPTEMBER 1964

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*Preamble*

Whereas Malta is a sovereign independent State within the Commonwealth,

And whereas the Government of Malta and the Government of the United Kingdom of Great Britain and Northern Ireland desire to provide for their mutual defence and to contribute to the maintenance of peace in accordance with the Charter of the United Nations, and generally to help promote stability and security,

Now therefore the Government of Malta and the Government of the United Kingdom of Great Britain and Northern Ireland have agreed as follows :

*Article 1*

The Government of Malta and the Government of the United Kingdom each undertake to afford to the other the assistance specified in this Agreement.

*Article 2*

The Government of Malta and the Government of the United Kingdom each undertake to afford to the other assistance for mutual defence and to consult together on the measures to be taken jointly or separately to ensure the fullest co-operation between them for this purpose.

*Article 3*

The two Governments will foster the closest co-operation between the armed forces of the two countries. If so requested by the Government of Malta, the Government of the United Kingdom, after taking account of other demands on its resources, will provide assistance or advice, in such manner and to such extent as may be agreed, including :

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<sup>1</sup> Came into force on 21 September 1964, upon signature, in accordance with article 10.

- (a) personnel to assist in the staffing, administration and training of the armed forces of Malta ;
- (b) facilities, including instructional courses abroad, for training members of the armed forces of Malta ;
- (c) expert advice and assistance in operational and technical matters ;
- (d) use of facilities in Malta under the control of the British forces for the maintenance and logistic support of the armed forces of Malta ; and
- (e) assistance in the supply of equipment for the armed forces of Malta.

#### *Article 4*

The Government of Malta grants to the Government of the United Kingdom in peace and war the right to station armed forces and associated British personnel in Malta and to use facilities there for the purposes of mutual defence, the fulfilment of international or Commonwealth obligations, the assistance of other nations in maintaining their independence and stability, or the protection of the citizens of the United Kingdom and Colonies or of Malta.

The Annex to this Agreement shall govern the rights and facilities to be afforded in Malta to the Government of the United Kingdom and to its armed forces and associated British personnel.

#### *Article 5*

Except under arrangements made between the two Governments no forces, other than the forces of Malta and the United Kingdom, shall be stationed in Malta or be permitted to use harbour, dockyard, airfield, staging or communications facilities in Malta, unless the use is rendered necessary by distress in the course of sea or air navigation or to establish such facilities in Malta ; provided that this Article shall not apply to the forces of any Party to the North Atlantic Treaty, to which the Government of Malta may accord any such rights or facilities which do not impede the exercise of the rights or the use of the facilities granted to the Government of the United Kingdom under this Agreement.

#### *Article 6*

The Government of the United Kingdom will consult the Government of Malta when major changes in the British forces in Malta which might have significant effects on the defence or economy of Malta are contemplated.

*Article 7*

Arrangements shall be made for consultation between the Government of Malta and the Government of the United Kingdom and their respective authorities on the operation of this Agreement and each Government shall have the right to raise with the other at any time any question as to the application of this Agreement, where that is materially affected by any change of circumstances.

*Article 8*

Nothing in this Agreement is intended to or shall in any way prejudice the rights and obligations which devolve or may devolve upon either Government under the Charter of the United Nations.

*Article 9*

The Annex to this Agreement shall have force and effect as an integral part of this Agreement and this Agreement shall be interpreted in accordance with the provisions of Part 1 of the Annex.

*Article 10*

This Agreement shall come into force on the date of signature and shall remain in force for a period of ten years thereafter.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE at Malta in duplicate this 21st day of September 1964.

For the Government of the United Kingdom of Great Britain and Northern Ireland :

Duncan SANDYS

For the Government of Malta :

G. BORG OLIVIER

## ANNEX

## PART 1

(1) In this Agreement, including this Annex, unless the context otherwise requires :

(a) " British authorities " means the departments, authorities and organisations of the Government of the United Kingdom having functions relating to the

British forces or to defence matters (including authorities of the British forces) and persons authorised to act for any of them ;

(b) " service authorities " means the authorities of the British forces empowered by the law of the United Kingdom to exercise command or jurisdiction over persons subject to the service law of the United Kingdom ;

(c) " British forces " means naval, army or air forces of the United Kingdom ;

(d) " British forces in Malta " means the contingents of the British forces stationed in Malta, and also members of the British forces in transit by sea, land or air through Malta, or visiting Malta or being otherwise present in Malta, on duty or under official leave arrangements ;

(e) " civilian component " means civilians (not being citizens of nor ordinarily resident in Malta) in the service of a British authority or an authorised service organisation who are employed in or are visiting or entering Malta for purposes relating to the British forces in Malta ;

(f) " dependant " means

- (i) the wife or husband of,
  - (ii) any other person wholly or mainly maintained by or in the custody or charge of, or
  - (iii) any other person (not being a citizen of nor ordinarily resident in Malta) who is employed in the care of children or invalids in the household of,
- a member of the British forces in Malta or civilian component or of a member of the British forces who has been posted to, but has not yet arrived in, Malta, or who, although stationed in Malta, is for the time being absent from Malta ;

(g) " authorised service organisation " means the Navy, Army and Air Force Institutes, the Royal Naval Film Corporation, the Army Kinema Corporation and the Royal Air Force Cinema Corporation and, in such cases and subject to such conditions as may be agreed between the British authorities and the authorities of Malta, other non-profit making organisations authorised by the British authorities to accompany the British forces in Malta in order to provide for the needs of members of those forces, civilian component and dependants, and also any person acting on behalf of an authorised service organisation ;

(h) " British personnel " means members of the British forces in Malta, civilian component and dependants ;

(i) " contractors " means undertakings and persons who execute works or perform services in Malta for British authorities or authorised service organisations under contracts made with those authorities or organisations, but except where otherwise stated does not include an undertaking whose permanent place of business is in Malta or persons who ordinarily reside in or are citizens of Malta ;

(j) " associated British personnel " means civilian British personnel, authorised service organisations and contractors ;

(k) "land" means immovable property of any kind, including buildings and structures and other works in, on, under, or over land, and includes land wholly or partially covered by water ;

(l) "service establishment" means land which is held or occupied by the British authorities for purposes relating to the British forces in Malta ; but does not, except as may be otherwise agreed between the authorities of Malta and the British authorities, include married quarters which do not form part of a larger service establishment ;

(m) "service installation" means a building, structure or other works primarily used or intended for use for purposes relating to the British forces in Malta, installed or constructed in, on, under or over land not otherwise occupied by the British authorities ;

(n) "United Kingdom military aircraft" means aircraft used by the British forces, aircraft under the control of those forces, and aircraft under charter for the purposes of those forces ;

(o) "United Kingdom service vessels" means vessels used by the British forces, vessels under the control of those forces, and vessels under charter for the purposes of those forces ;

(p) "United Kingdom property" means property owned by or in the occupation, possession or control of a British authority or authorised service organisation or owned by or in the occupation, possession or control of a contractor if required for any project which he is carrying out for the British authorities or an authorised service organisation.

(2) In this Agreement including this Annex, unless the context otherwise requires :

(a) references to the United Kingdom shall be understood as including a reference to any territory for the international relations of which the Government of the United Kingdom is responsible ;

(b) references to "Malta" shall be understood as including a reference to the island of Gozo and other islands lying off its coast and to the territorial waters adjacent to Malta.

## PART 2

### Section 1

The British authorities shall permit, where agreed to be practicable and on such conditions as may be agreed, the use of installations and facilities in service establishments and installations for the industrial training of citizens of Malta and for their training in the performance of civilian functions connected with defence and security.

### Section 2

(1) It shall be the duty of the British forces in Malta civilian component, authorised service organisations and the members thereof, dependants and con-

tractors to respect the laws of Malta and customs and traditions of the people of Malta, and to abstain from any activity inconsistent with the spirit of the present Agreement, and in particular from any political activity in Malta. It is also the duty of the British authorities to take necessary measures to that end.

(2) In the exercise of the privileges and facilities granted under this Agreement the British authorities shall take such practicable measures to ensure the safety of the people of Malta and to safeguard their property as would be taken in comparable circumstances by the British authorities in the United Kingdom.

### PART 3

#### *Section 1*

(1) (a) The British authorities may within service establishments take such measures as they think necessary to ensure the security of service establishments and of persons and property in them and of United Kingdom official information.

(b) The authorities of Malta shall, outside service establishments, take such measures as are necessary to ensure the security of British personnel and their property or United Kingdom property including land held, occupied or used by the British authorities or authorised service organisations, and to ensure the security of United Kingdom official information : provided that in the event of an immediate threat to that security, the British authorities may take such precautionary measures as are reasonable in the circumstances until the authorities of Malta are able to ensure that security.

(2) The British authorities may for the purposes of this section and for the purpose of ensuring the security of service establishments and the security of United Kingdom property raise and maintain civil police forces which may include citizens of Malta.

(3) There shall be co-operation between the authorities of Malta and the British authorities in taking such steps as from time to time may be necessary to ensure the security of the British authorities, authorised service organisations and British personnel and their property.

(4) Members of the British forces in Malta and of the civil police forces referred to in paragraph (2) of this Section shall have the sole right to police service establishments, including the right to arrest therein and search any person suspected of having committed an offence. Persons arrested in accordance with this paragraph shall, if not subject to the jurisdiction of the service authorities under the provisions of this Annex, be handed over forthwith to the appropriate authorities of Malta to be dealt with by the normal process of law. With the agreement of the authorities of Malta members of the said civil police force may be employed outside service establishments under arrangements made between the British authorities and the authorities of Malta.

(5) Arrangements shall be made by agreement between the authorities of Malta and the Government of the United Kingdom for the exercise of any control (including control over construction of installations and works, the movement of aircraft, vessels, vehicles and persons and the operation of radio and electrical equipment) and the taking of any action necessary to permit the effective exercise and use of the rights and facilities granted to the Government of the United Kingdom by this Agreement.

### *Section 2*

(1) The British authorities shall have the right to install and operate freely in Malta new and existing telecommunications systems and electronic systems and to use the radio frequencies which they consider necessary for that purpose.

(2) The British authorities and the authorities of Malta shall consult and co-operate to ensure effective co-operation of civil and military telecommunications within Malta. The British authorities and the authorities of Malta shall jointly establish

- (a) A Malta Telecommunications Co-ordination Committee with a view to ensuring that any new telecommunication or electronic systems that may be proposed shall not interfere with any existing or projected systems ; and
- (b) A Malta Frequency Co-ordination Committee for the purpose of ensuring that new frequencies adopted shall not interfere with those used or intended to be used in Malta.

(3) The British authorities shall have the right to notify the frequencies used by them in Malta to the International Telecommunications Union and to be internationally responsible for them.

### *Section 3*

(1) The British authorities may, by agreement with the authorities of Malta, make land and hydrographic surveys of any kind in any part of Malta for the purposes of this Agreement and shall make available the results of such surveys to the authorities of Malta on request.

(2) The authorities of Malta and the British authorities in Malta shall each make available to the other meteorological information in their possession.

### *Section 4*

(1) (a) The Government of the United Kingdom shall have the right for United Kingdom service vessels to pass through and otherwise use the territorial waters of Malta, to enter and pass through ports, harbours and dockyards, to use port and dockyard facilities in Malta, and to obtain in Malta provisions, water and other supplies.

(b) Subject to the provisions of this Agreement and to emergency or operational necessity of such nature or urgency as to make it impossible to comply



with the practice, laws and regulations hereunder referred to, the movement of United Kingdom service vessels shall be in accordance with normal international practice and with any applicable Maltese port laws and regulations. In particular, but subject as aforesaid, United Kingdom vessels shall not enter internal waters entry to which is prohibited by such laws and regulations of general application to vessels of their class, type or size. Special arrangements shall however be made to enable the Government of the United Kingdom to have the unobstructed use of waters in the vicinity of service establishments and to enable United Kingdom service vessels to have access to such waters, and also for security of United Kingdom property in such waters, including United Kingdom service vessels and property in them.

(2) So far as may be necessary to co-ordinate service and civil requirements, the general arrangements for the control of shipping within Maltese territorial waters, including measures which should be taken in emergency when lives or property may be in danger, shall be matters for consultation between the authorities of Malta and the British authorities.

(3) The British authorities shall have the right to lay and use moorings and to install, use, maintain and dismantle in Malta such lights and other aids to navigation and surveying marks as the British authorities may deem necessary to ensure the proper operation and safety of United Kingdom service vessels and United Kingdom military aircraft : provided that the location of any such mooring, aid or surveying mark shall be agreed with the authorities of Malta.

(4) Subject to the provisions of Section 7 of this Part of this Annex, the Government of the United Kingdom shall have the right for United Kingdom military aircraft to fly in the airspace over Malta and to use Luqa and Hal Far airfields, provided that due regard is paid to the safety of other aircraft and the safety of life and property in Malta. United Kingdom military aircraft may use any new civil airfield that may be established in Malta on the terms applicable to civil aircraft.

(5) The Government of the United Kingdom shall have the right to use ports and airfields for the disembarking and embarking of British personnel and their property and United Kingdom property (including weapons, explosives, ammunition, petrol and other fuel) and to move such personnel and property between ports and airfields and land occupied or used by the British authorities or authorised service organisations in Malta. In the exercise of this right the British authorities shall have regard to safety considerations and to the needs of civil traffic, and authorised service organisations, civilian component, dependents and contractors shall be subject to the relevant port, airfield or traffic laws and regulations.

(6) No restriction shall be placed on the types of vehicles which may be used in Malta by the British authorities.

*Section 5*

(1) When the service establishments designated by agreement between the authorities of Malta and the British authorities as weapon firing ranges are in use as such the authorities of Malta will arrange for the British authorities, if they so request, to have control for safety purposes over the movement of persons, aircraft, vehicles and vessels in the danger areas associated with the ranges.

(2) Subject to arrangements with the authorities of Malta and in accordance with any conditions attached thereto, the British authorities will be afforded the continued use as air weapon and naval gunfire support ranges of the area at Filfla and of such other areas as may be agreed for a like purpose, and of their associated observation posts, and also the continued use of the Mellicha Bay mining area; and the authorities of Malta will arrange, if the British authorities so request, for them to have control for public safety purposes over the movement of persons, aircraft, vehicles and vessels in the vicinity of these areas.

(3) The British authorities will be afforded the use of such areas outside service establishments and under such conditions as may be agreed from time to time with the authorities of Malta for landing exercises and other periodic training and exercises of the British forces: provided that the British authorities shall give the authorities of Malta such prior notice as may be agreed of their requirement to use such areas.

*Section 6*

(1) The British authorities may, subject to any wish expressed by the authorities of Malta, enter or enlist citizens of Malta in the British forces and may engage them for civil employment.

(2) The conditions of service for persons so entered, enlisted or engaged, including members of the civil police forces raised under Section 1 (2) of this Part of this Annex, shall be governed exclusively by the regulations of the responsible British authority: provided that

- (a) the conditions of service of such a person, other than a member of the British forces or of the civil police forces raised as aforesaid, shall be generally not less favourable than those obtaining in similar good employment in Malta; and
- (b) the recruitment of civilian labour in Malta shall be effected through the labour exchanges of Malta.

(3) The British authorities and authorised service organisations shall not be restricted in the way in which members of the civilian component may be employed by them or as to who may be engaged as a member of the civilian component: provided that the British authorities, authorised service organisations

and their contractors will, so far as is practicable, engage only citizens of Malta for civil employment in Malta in clerical and analogous grades and industrial duties, provided they are suitable for such employment.

(4) Subject to any wishes expressed by the authorities of Malta, the British authorities, authorised service organisations and contractors shall purchase locally the goods and commodities which they require provided that such goods and commodities are available on competitive terms and are to their satisfaction in other respects.

(5) Without prejudice to the provisions of paragraph (4) of this Section, in the employment of contractors for the execution of works, or the supply of goods or services, in Malta, the British authorities, authorised service organisations and contractors shall give preference to Maltese contractors where they are capable of carrying out the works or supplying the goods or services on competitive terms and to the satisfaction of the British authorities, authorised service organisations or contractor concerned; and in particular when such contracts are put out to tender suitable Maltese contractors shall be given the opportunity of tendering and where a tender of such contractor is not less favourable than any other tender, taking all relevant considerations into account, the contract will be awarded to a Maltese contractor.

(6) Subject to Maltese legislation, contractors shall be given any work permits they request for supervisory or specialist staff. The grant of such permits shall not be withheld where for reasons of security or by reason of the technical nature of the work, the British authorities certify that it is essential to employ experts from outside Malta.

(7) Except with the permission of the authorities of Malta, members of the British forces, civilian component, contractors and dependants and persons in the employment of contractors not being citizens of Malta, shall not be entitled to take any employment or exercise a trade or profession or carry on business in Malta, other than an employment, trade, profession or business for which he is engaged or which he is detailed to perform for the purposes of this Agreement by the British authorities, authorised service organisations or a contractor.

#### *Section 7*

(1) (a) The British authorities shall have the right to use the airfield at Luqa, including any facilities on or connected with the airfield, for the operation of United Kingdom military aircraft in peace and war. The Malta authorities shall have the sole right to determine the policy for the use of Luqa airfield by civil aviation. The general conduct of the control of air traffic using Luqa airfield shall be a matter for joint consultation between the British authorities and the authorities of Malta.

(b) The British authorities shall have the right on the airfield to provide services and to establish facilities for United Kingdom military aircraft. The

arrangements which shall govern the installation and maintenance of the facilities and services at or connected with the airfield which are used by or for the purposes of both civil and military aircraft are set out in Appendix A.

(2) There shall be single and undivided approach and aerodrome control of air traffic at the airfield which shall accord with international practice and shall for the time being be provided by the British authorities. When the two Governments are satisfied that the necessary staff, qualified to mutually agreed standards are available, the authorities in Malta, after consultation with the British authorities as provided in paragraph (1) of this Section, may take over the approach and aerodrome control of air traffic at the airfield. Such contractors as may be agreed by the Government of Malta and the Government of the United Kingdom may be employed to provide these facilities.

(3) The Government of the United Kingdom will make available for civil aviation purposes such services and facilities as are provided for their air forces in Malta :

- (i) Local and approach air traffic control, and associated VHF channels ;
- (ii) Aerodrome service comprising H.F. R/T airfield control ;
- (iii) Airfield fire, crash and rescue services ;
- (iv) Flight planning facilities ;
- (v) Meteorological information ;
- (vi) Airfield lighting ;
- (vii) Removal of crashed aircraft from runway ;
- (viii) Radio aids to navigation, landing and approach.

The Government of Malta will make available for military purposes such services and facilities as are provided by it for civil aviation in Malta :

- (i) Radio aids to navigation ;
- (ii) Meteorological communication.

(4) If in the opinion of the British authorities an operational necessity has arisen requiring that they shall for the time being exercise approach and aerodrome control of military and civil aircraft or an emergency has arisen requiring that they shall for the time being exercise exclusive control over the whole airfield (including the control of security arrangements), they may exercise such control ; provided that they shall exercise such control only to such an extent and only for so long as the operational necessity or emergency in their opinion renders this essential ; and provided that in the event of such control making it necessary to divert civil aircraft from Luqa such aircraft shall be offered landing facilities at Hal Far.

(5) Nothing in this Section in any way restricts the rights of the Government of the United Kingdom in respect of the service establishment used by the Royal Air Force at the airfield at Luqa.

## PART 4

*Section 1*

(1) Land in Malta which immediately before independence was vested in or belonged to any department or authority of the armed services of the United Kingdom or any authorised service organisation in absolute ownership, and all rights in or over land or territorial waters in Malta, whether real or personal, excepting such rights as derive from emphyteutical grants for periods not exceeding fifty years made otherwise than by the Government of Malta and excepting such personal rights (including rights of occupation and use) as may derive from leases or other agreements entered into other than with the Government of Malta, which immediately before independence pertained to or were held or exercisable by any such department, authority or organisation as aforesaid, shall vest in or be transferred to the Government of Malta, subject to the provisions of this Part of this Annex: provided that such rights as derive from emphyteutical grants for periods not exceeding fifty years made otherwise than by the Government of Malta shall, at the request of the Government of Malta made during the duration of such grants vest in or be transferred to that Government; and upon such vesting or transfer the provisions of this Part of this Annex shall apply to such rights as if such rights were vested in or transferred to the Government of Malta under this section: provided further that, in respect of the civil dockyard and other assets relating thereto at present leased to Bailey (Malta) Limited, this paragraph shall apply subject to such arrangements as may be agreed.

(2) Land in Malta which immediately before independence was held under the law of Malta by the British authorities for the purposes of military defence until it should be no longer required for those purposes (commonly known as perpetual user property) shall revert to the Government of Malta subject to the provisions of this Part of this Annex.

*Section 2*

(1) The British authorities and any authorised service organisation may, for the purposes of this Agreement, continue to have access to and to hold, occupy and use, subject to the payment to the authorities of Malta of a recognition fee of nominal amount in respect of land held of the Government of Malta, all land in Malta which immediately before independence was held, occupied or used by them respectively, subject to the provisions of this Part of this Annex and, save as is provided by Section 4 of this Part of this Annex, to any restrictions in favour of third parties arising from the tenure under which the land may have been held or to which the land may have otherwise been subject: provided that this paragraph shall not apply to the civil dockyard and other assets relating thereto at present leased to Bailey (Malta) Limited, except to the extent provided for by the arrangements made pursuant to paragraph (1) of Section 1 of this Part of this Annex.

(2) All rights which immediately before independence were exercisable by the British authorities or by any authorised service organisation for the benefit

or more convenient use of any land to which paragraph (1) of this Section applies, or which are annexed or pertain to any such land, shall continue to be exercisable by them.

(3) Where a right to, in or over land transferred to or vested in the Government of Malta under paragraph (1) of Section 1 of this Part of this Annex derived from an emphyteutical grant or lease by or other agreement with that Government, any obligation of the British authorities or an authorised service organisation under the terms of the tenure or of the agreement other than an obligation to pay rent, ground rent or fees, shall continue in effect until the land or right is surrendered in accordance with Section 6 of this Part of this Annex.

(4) Where in consequence or as a result of the vesting or transfer of any land or of any right in or over land under paragraph (1) of Section 1 of this Part of this Annex, any payment, obligation or duty becomes due to be made, fulfilled, complied with or performed in favour of third parties by the Government of Malta while the land in question continues to be held, occupied or used by the British authorities or an authorised service organisation or the right in question continues to be exercisable by them and such payment, obligation or duty would, but for such vesting or transfer, have been incumbent on the British authorities or on an authorised service organisation, the British authorities or the authorised service organisation shall relieve and indemnify the Government of Malta from and against any such payment, obligation or duty.

(5) Except with the agreement of the Government of Malta, neither the British authorities nor any authorised service organisation shall permit any land to which Section 1 of this Part of this Annex applies and which is held, occupied or used by them under paragraph (1) of this Section or any land held, occupied or used by them under Section 4 of this Part of this Annex to be occupied or used by any other person, body, authority or organisation; where the agreement of the Government of Malta is obtained under this paragraph, the British authorities or the authorised service organisation may allow such occupation or use under a licence:

Provided that the agreement of the Government of Malta shall not be required to the occupation or use under a licence of such land:

- (a) by British personnel, authorised service organisations, contractors or persons in the employment of the British authorities or of authorised service organisations or of contractors;
- (b) by persons, bodies, authorities or organisations by virtue of agreements in effect immediately before independence; or
- (c) by local farmers for the purpose of grazing animals or for temporary agricultural purposes.

(6) The British authorities and any authorised service organisation may hire, or enter into agreements for the occupation or use of, any land which they may require for the purposes of this Agreement.

(7) For so long as the British authorities or any authorised service organisation shall continue to hold, occupy or use land to which Section 1 of this part

of this Annex applies or which is provided under Section 4 of this Part of this Annex, all maintenance, repairs or other works of whatever nature required by the British authorities or the authorised service organisation shall be at the charge of the British authorities or of the authorised service organisations holding, occupying or using such land, except in so far as such charge may be the responsibility of or recoverable from any person, body, authority or organisation other than the Government of Malta.

### *Section 3*

(1) The British authorities shall, for so long as may be necessary for the purposes of this Agreement, but subject to the restrictions referred to in paragraph (1) of Section 2 of this Part of this Annex, have the unrestricted and exclusive right to occupy, use and have access to service establishments without interference and the unrestricted right to use and have access to service installations without interference, and within service establishments and over service installations the British authorities shall have complete and exclusive control.

(2) The British authorities shall not however deface, demolish or alter the character or appearance of any part of any building or other constructional work of historic importance. A list of such buildings and other constructional works shall be agreed between the Government of the United Kingdom and the Government of Malta. The British authorities shall not, save as is in this section hereinafter provided, remove or demolish, whether wholly or in part, any other building or other constructional work except for the purposes of re-development or unless such removal or demolition is necessary for the effective use of the service establishment.

(3) The British authorities may demolish or remove from service establishments :

- (a) any temporary building or temporary work of construction ;
- (b) any movable thing, even if permanently affixed to any building or other constructional work or to the ground, which is not necessary for the normal use of a building or other structure ; and
- (c) any installation of a technical character which has been installed by the British authorities, and may also demolish or remove any service installation.

(4) The British authorities shall notify the authorities of Malta before undertaking any major constructional work in service establishments (including substantial modifications of existing building) and give consideration to any representation by those authorities in respect of any such work.

(5) The complete and exclusive control afforded to the British authorities includes the right to guard service establishments and service installations and, subject to any other provision of this Agreement, to exclude from service establishments and service installations all persons not authorised by the British authorities :

Provided that, but subject to the provisions of sub-paragraph (a) of paragraph(1) of Section 1 of Part 3 of this Annex, where access to installations owned by the Government of Malta or a public utility undertaking can only be obtained through a service establishment, such access by persons acting on behalf of that Government or public utility undertaking shall be permitted under and subject to compliance with appropriate conditions notified by the British authorities.

(6) All minerals (including oil) other than stone or building and construction material from existing quarries, and all antiquities and treasure trove discovered or naturally present in any part of the land held, occupied or used by the British authorities or any authorised service organisation are reserved to the Government of Malta, subject to the right thereon (if any) competent to third parties :

Provided that the British authorities shall not retain land solely for the purpose of obtaining stone and building and construction material.

(7) The British authorities and authorised service organisations shall, before erecting any building or other structure on land held, occupied or used by them, remove from such land any fertile soil existing thereon. Except in so far as such soil is required for the purpose hereunder stated by the British authorities or the authorised service organisation for their own use, such soil shall be made available to the authorities of Malta for the purpose of utilisation in connection with agriculture at such place as may be indicated by those authorities.

#### *Section 4*

(1) Where it is agreed between the Government of Malta and the British authorities that additional land or further interests in land are required for new or existing service establishments, or that additional rights (including the suspension or extinction of rights) are required for the benefit of any service establishment or for the construction or operation of new or existing service installations, the Government of Malta shall, unless such land is required for the purposes of the Government of Malta, provide the British authorities with such additional land, interests or rights as may be agreed to be so required under such arrangements as may be made for the purpose with the British authorities.

(2) The Government of Malta shall consider sympathetically any request made by the British authorities for such additional land, interests or rights referred to in the immediately foregoing paragraph.

#### *Section 5*

Subject to Section 6 of this Part of this Annex, land (including service establishments and service installations) held, occupied or used, and any rights in or overland exercisable by the British authorities or any authorised service organisation shall not be subject to compulsory acquisition, expropriation or extinguishment.



*Section 6*

(1) Land and rights in or over land vested in or transferred to the Government of Malta under paragraph (1) of Section 1 of this Part of this Annex or reverting to the Government of Malta under paragraph (2) of that section and additional land, interests and rights provided to the British authorities under Section 4 of this Part of this Annex shall be surrendered to the Government of Malta as soon as they are no longer required for the purposes of this Agreement by the British authorities or the authorised service organisation holding, occupying or using such land or exercising such rights.

(2) The British authorities and any authorised service organisation shall at the request of the Government of Malta vacate any service establishment or part thereof or give up the use of any service installation or part thereof if the Government of Malta has provided alternative accommodation and facilities agreed by the British authorities to be acceptable to them and, except as may be otherwise agreed, on the terms that all costs of and incidental to the provision (excluding the cost of the movement of British personnel, stores and equipment) and, where part only of a service establishment or installation is vacated, all costs of and incidental to the separation of the part vacated from the part retained, shall be at the charge of the Government of Malta.

(3) Without prejudice to the provisions of paragraphs (3) and (4) of Section 2 of this Part of this Annex, land vested in the Government of Malta or in or over which rights are vested in or transferred to the Government of Malta or which is additionally provided, or in respect of which additional interests or rights are provided, in accordance with this Part of this Annex, and land reverting to the Government of Malta under paragraph (2) of Section 1 of this Part of this Annex, shall be surrendered to the Government of Malta in the same general state of repair (fair wear and tear excepted) as it was on the date of this Agreement or if it was provided after that date on the date when it was so provided; provided that, but subject to the provisions of paragraphs (3) and (4) of the said Section 2, the Government of the United Kingdom shall be under no obligation to reinstate or make good any building structure or other works demolished or structurally altered by the British authorities in accordance with the provisions of this Part of this Annex or to remove any new building structure or other works erected by those authorities in accordance with the provisions of this Part of this Annex or to pay the cost, if any, of such reinstatement, making good or removal.

## PART 5

*Section 1*

(1) The authorities of Malta shall grant to British personnel and contractors (which in this section includes persons who are employed by contractors as supervisory or specialist staff and who are not citizens of or ordinarily resident in Malta) freedom of entry to, and egress from Malta for the purposes of this Agreement, and freedom of movement in Malta. Except in regard to members of the British

forces, such freedom of egress is granted subject to the order of any court of competent jurisdiction. Subject to compliance with any formalities relating to entry and departure established by the authorities of Malta after consultation with the British authorities, British personnel and contractors shall be exempt from passport and visa requirements and immigration or emigration inspection on entering or leaving Malta and from registration and control as aliens, but shall not by reason of their entry into Malta under the provisions of this paragraph be regarded as acquiring any right to permanent residence or domicile in Malta.

(2) Separate arrangements shall be made at ports and airfields in Malta to deal expeditiously with British personnel and contractors and their personal property.

(3) British personnel and contractors shall be in possession of identity documents issued by the British authorities (specimens of which shall be supplied to the authorities of Malta) or a passport showing their status for the purposes of this section, which shall be produced when production is requested by a Maltese authority authorised to make the request.

(4) If a member of the British forces in Malta or of the civilian component leaves the employ of the Government of the United Kingdom and is not repatriated by the British authorities, those authorities shall immediately inform the authorities of Malta, giving such particulars, including particulars as to their dependants, as may be required. The British authorities shall similarly inform the authorities of Malta of any member who has absented himself for more than twenty-one days.

(5) If the Government of Malta has made an expulsion order against an ex-member of the British forces in Malta or a member or ex-member of the civilian component or against a dependant or a dependant of an ex-member, the Government of the United Kingdom shall be responsible for receiving the person concerned within the United Kingdom or otherwise arranging for his reception outside Malta. This paragraph shall apply only to persons who have entered Malta under Article 4 of this Agreement and are not citizens of Malta.

(6) The Government of the United Kingdom shall repay to the Government of Malta the costs incurred by them in repatriating any such person as is referred to in paragraph (4) or (5) of this Section, provided that :

- (a) in the case of any such person as is referred to in paragraph (4), he is repatriated within three months of the British authorities giving to the authorities of Malta the information referred to in that paragraph ; and
- (b) where in accordance with paragraph (5) an expulsion order is served on a member of the civilian component while in the employ of the Government of the United Kingdom or on a dependant, he is repatriated within three months of such service.

### Section 2

The Maltese authorities shall accept as valid, without a driving test or fee, driving licences or service driving permits issued by British authorities to members of the British forces in Malta and civilian component while driving vehicles of the British authorities on duty. They, while not on duty, and other British personnel may drive vehicles without a Maltese licence in circumstances in which tourists and other visitors to Malta are permitted to do so.

### Section 3

Members of the British forces in Malta may wear uniform or civilian clothes at any time, but shall normally wear uniform when performing official duty. They may possess and carry arms in accordance with general service practice or when specially ordered to do so. Members of the civil police forces maintained by the British authorities under Section 1 of Part 3 of this Annex when employed outside service establishments shall carry arms only with the agreement of the authorities of Malta.

### Section 4

(1) The Government of Malta shall give effect to the reasonable needs of the British forces in Malta to enable them to carry out their duties, including the maintenance of the necessary administrative and welfare arrangements, for the purposes of this Agreement.

(2) Authorised service organisations shall be exempt from the operation of any legislation concerning the constitution, management and conduct of companies, or of organisations as such. The British authorities shall as far as practicable comply with requests by the authorities of Malta for statistical information as to the activities of authorised service organisations.

(3) (a) The public services and facilities in Malta shall, so far as practicable, be made available for the use of the British authorities, authorised service organisations, British personnel and contractors. The terms, conditions and charges on which they are made available to them shall be not less favourable than those generally applied to other users (excluding the Government of Malta).

(b) For the purposes of this Agreement the British authorities shall be entitled to provide, establish and maintain their own facilities and services, including in particular postal, telephone and telegraph facilities, hospitals and other medical and dental facilities, facilities for the generation and supply of electricity and for the supply of water, schools and educational services, shops and welfare, recreational and entertainment facilities and services, and authorised service organisations shall be entitled to provide, establish and maintain educational services, shops and welfare, recreational and entertainment facilities and services: provided that except under arrangements with the authorities of Malta the facilities and services above referred

to shall be restricted to the British authorities in Malta and British personnel, and provided further that new shops shall not be established except within larger service establishments. In providing, establishing and maintaining the facilities above referred to, the British authorities shall have regard to the requirements of Maltese laws and regulations of general application. If the British authorities so request the authorities of Malta will arrange for telephone facilities provided by the British authorities to be linked with the Maltese telephone system on terms, conditions and charges according with sub-paragraph (a) of this paragraph.

(4) With regard to roads, drainage, ports and harbours, the British authorities shall make such contributions towards the cost of their maintenance on a basis to be agreed between the British authorities and the authorities of Malta, provided that for the period of their duration the current agreements relating to roads and drainage shall continue to apply.

(5) The authorities of Malta shall not restrict the transmission of broadcast and television programmes for service personnel and the broadcasting at the request of the British authorities of official messages for the British forces in Malta.

#### *Section 5*

(1) Subject to the provisions of this section :

- (a) The service authorities shall have the right to exercise in Malta all criminal and disciplinary jurisdiction conferred on them by the law of the United Kingdom over all persons subject to such jurisdiction under the service law of the United Kingdom ;
- (b) The Courts of Malta shall have over British personnel with respect to offences committed by them the jurisdiction conferred on such Courts by the laws of Malta.

(2) (a) The service authorities shall have the right to exercise exclusive jurisdiction over persons subject to the service law of the United Kingdom with respect to offences, including offences relating to the security of their country, punishable by the law of the United Kingdom but not by the law of Malta.

(b) The Courts of Malta shall have the right to exercise exclusive jurisdiction over members of the British forces or civilian component or dependants with respect to offences, including offences relating to the security of Malta, punishable by the law of Malta but not by the law of the United Kingdom.

(c) For the purposes of this paragraph and of paragraph (3) of this Section a security offence against a country shall include :

- (i) treason against that country ;
- (ii) sabotage, espionage or violation of any law relating to official secrets of that country or secrets relating to the national defence of that country.

(3) In cases where the right to exercise jurisdiction is concurrent, the following rules shall apply :

- (a) The service authorities shall have the primary right to exercise jurisdiction over members of the British forces in Malta or civilian component in relation to
  - (i) offences solely against the property or security of the United Kingdom, or offences solely against the person or property of another member of the British forces in Malta or civilian component or of a dependant ; or
  - (ii) offences arising out of an act or omission done in the performance of official duty.
- (b) In the case of any other offence the Courts of Malta shall have the primary right to exercise jurisdiction.
- (c) If the party to this Agreement having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other party to this Agreement as soon as practicable.
- (d) The authorities of the party to this Agreement having the primary right shall give sympathetic consideration to a request from the authorities of the other party to this Agreement for a waiver of its right in cases where the other party to this Agreement considers such waiver to be of particular importance.

(4) The foregoing provisions of this Section shall not imply any right for service authorities to exercise jurisdiction over persons who are citizens of or ordinarily resident in Malta unless they are members of the British forces in Malta.

(5) (a) The authorities of each party to this Agreement shall assist each other in the arrest of British personnel in Malta for the purpose of making them available for the exercise of jurisdiction in accordance with the above provisions.

(b) The authorities of Malta shall notify promptly the British authorities of the arrest of any British personnel.

(c) The British authorities, if the Courts of Malta are to exercise jurisdiction over any British personnel, shall have the right to take custody of him until he is brought to trial by the Courts of Malta, provided that those authorities undertake to present him to these Courts for investigatory proceedings and trial when required.

(6) (a) The authorities of Malta and the British authorities shall assist each other in carrying out all necessary investigations into offences, and in the collection and production of evidence relating to an offence. For the purposes of this sub-paragraph members of the police force of Malta may under and in accordance with arrangements made with the British authorities have access to service establishments.

(b) The authorities of Malta and the service authorities will notify each other of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

(7) (a) A death sentence shall not be carried out in Malta by the service authorities if the law of Malta does not provide for such punishment in a similar case.

(b) The authorities of Malta shall give sympathetic consideration to a request from the British authorities for assistance in carrying out a sentence of imprisonment pronounced by the service authorities under the provision of this Section in Malta.

(8) Where an accused has been tried in accordance with the provisions of this section by the service authorities or by the Courts of Malta, and has been convicted or acquitted (which expression shall include any other final disposal of a charge) he may not be tried again in Malta for the same offence by the courts or authorities of either party to this Agreement. This paragraph shall not prevent the service authorities from trying a member of the British forces in Malta for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the Courts of Malta.

(9) Whenever any member of the British forces, civilian component or a dependant is prosecuted under the jurisdiction of Malta he shall be entitled :

- (a) to a prompt and speedy trial ;
- (b) to be informed a reasonable time in advance of trial of the specific charge or charges made against him ;
- (c) to be confronted with the witnesses against him ;
- (d) to have compulsory process for obtaining witnesses in his favour, if they are within Maltese jurisdiction ;
- (e) to have legal representation of his own choice for his defence, or to have free or assisted legal representation under the conditions prevailing for the time being in Malta ;
- (f) if he considers it necessary, to have the services of a competent interpreter ;
- (g) to communicate with a representative of the Government of the United Kingdom and, when the rules of the court permit, to have such a representative present at his trial.

#### Section 6

(1) (a) Each party to this Agreement waives its claims against the other party for damage to any property owned by it and used by its land, sea or air armed services if such damage :

- (i) was caused by a member or an employee of the armed services of the other party in the execution of his duties ; or
- (ii) arose from the use of any vehicle, vessel or aircraft owned by the other party and used by its armed services provided either that the vehicle, vessel or aircraft causing the damage was being used in connection with official duties or the damage was caused to property being so used ;

(b) Each party to this Agreement waives its claims against the other party for injury or death suffered by any member of its armed services while such member was engaged in the performance of his official duties.

(c) For the purposes of this paragraph "owned" in the case of a vessel includes a vessel on bare boat charter, a vessel requisitioned on bare boat terms and a vessel seized in prize (except to the extent that the risk of loss or liability is borne by some person other than the party to this Agreement using the vessel).

(2) Claims (other than contractual claims) in respect of the acts or omissions of a member of the British forces or other officer or servant of the Government of the United Kingdom and which arose out of and in the course of his employment as such in Malta and for which he is legally responsible or in respect of any other act, omission or occurrence in Malta for which the Government of the United Kingdom are legally responsible, other than claims waived by paragraph (1) of this section, shall be expeditiously investigated by the British authorities and where liability is established in accordance with the laws of Malta, shall be settled by the payment by the British authorities of such compensation as the claimant might have been awarded under the laws of Malta in all the circumstances of the case :

Provided that where, under the laws of Malta, responsibility may be apportioned between the Government of the United Kingdom or the member of the British forces or other officer or servant of that Government and any other person (including the claimant), the compensation payable under this paragraph shall be limited to the appropriate share of the responsibility of the Government of the United Kingdom or of the member of the British forces or other officer or servant of that Government as the case may be.

(3) (a) If a claim is rejected altogether, or if the compensation offered is not agreed, the question whether compensation is payable or of the amount of such compensation may be submitted by the claimant for decision by an arbitrator selected by agreement between the two Governments from amongst the citizens of Malta who hold or have held high judicial office. The arbitrator shall also decide any counterclaims arising out of the same incident. If the two Governments are unable within two months to agree upon an arbitrator, either may request the Chief Justice of Malta to select an arbitrator with the aforesaid qualification.

(b) The remuneration of the arbitrator shall be fixed by agreement between the British authorities and the authorities of Malta and shall, together with all costs of the arbitration, be borne by the parties to the arbitration, in terms of the award ; provided that the Government of Malta shall take all necessary steps to collect for the Government of the United Kingdom any costs that may be awarded against a Maltese citizen.

(4) A member of the British forces or other officer or servant of the Government of the United Kingdom shall not be subject to any proceedings in Malta in respect of a claim to which this section relates.

(5) Where as a result of any arrangements made or of any action taken under paragraph (5) of Section 1 of Part 3 of this Annex any compensation is under any

law payable by the Government of Malta the British authorities shall relieve and indemnify the said Government from and against any such compensation and any payment incidental thereto : provided that where any such arrangement or action as aforesaid is made or taken for the benefit of both the Government of Malta and the British authorities such compensation and any payment incidental thereto shall be borne by them in proportion to the benefit derived by them respectively.

(6) The Government of the United Kingdom and the Government of Malta agree to co-operate in the procurement of evidence for the examination and disposal of claims under this section in respect to which both Governments are concerned.

(7) Without prejudice to the provisions of paragraphs (1) and (2) of this Section, the British authorities shall pay such compensation as they may consider just and reasonable in settlement of civil claims arising out of explosions or military aircraft accidents occurring in the exercise by the Government of the United Kingdom or British authorities of any of the rights under this Agreement. The provisions of paragraph (3) of this Section shall not apply to the settlement of claims under this paragraph. In considering whether compensation is to be paid, and if so the amount of the compensation, the British authorities may have regard to the extent to which any person other than

- (a) British personnel and
- (b) any other officer or servant of the Government of the United Kingdom acting in the course of his employment as such

is legally liable to pay or make a contribution towards compensation in respect of the explosion or accident.

#### *Section 7*

(1) Remittances between Malta and the United Kingdom shall be freely permitted in respect of :

- (a) funds derived by British personnel from pay, salaries, wages, allowances and other emoluments paid to them by British authorities or authorised service organisations ;
- (b) funds derived by British personnel from sources outside Malta, provided that funds remitted into Malta, may be freely remitted back only to the country from which they originally came or, with the consent of the authorities of Malta, to some other country ;
- (c) official funds of British authorities or of authorised service organisations.

(2) The Government of Malta shall place no restriction on the remittance from Malta by British personnel of funds derived from the proceeds of sale of their personal effects, furniture, motor vehicle and other property used by them in Malta, provided that the sale was not in contravention of this Part of this Annex.



(3) Paragraph (1) of this Section shall not apply to remittances from Malta by a citizen of Malta or by a person ordinarily resident in Malta.

#### Section 8

(1) Subject to paragraph (7) of this Section, where the legal incidence of any form of taxation in Malta depends upon residence or domicile or having a place of business in Malta, the presence in Malta of British personnel or of authorised service organisations solely by virtue of this Agreement shall not be regarded as residence or domicile or having a place of business in Malta for the purpose of determining the incidence of such taxation :

Provided that this paragraph shall not apply to citizens of Malta serving in units of the British forces who would, but for the provisions of this paragraph, be regarded as being resident or domiciled in Malta for that purpose :

Provided also that this paragraph shall not apply to persons employed by authorised service organisations, and the position of such persons shall be governed by any relevant agreements relating to double taxation, if and so far as applicable.

(2) (a) (i) Members of the British forces in Malta (other than citizens of Malta) or civilian component shall be exempt from Malta taxation on the pay, salaries and other emoluments paid to them as such by the British authorities.

(ii) Authorised service organisations shall be exempt from Malta taxation on money received by them in the course of their activities for the purposes of this Agreement.

(b) British authorities and members of the British forces in Malta (other than citizens of or persons ordinarily resident in Malta) or civilian component and authorised service organisations shall be exempt from Malta taxation by reason of their ownership, possession or use of tangible movable property, excluding licences for the use of private motor vehicles and private television and radio sets, the presence of which property in Malta is due solely to their presence there.

(3) Vessels, vehicles and aircraft which are the property of the British authorities or on charter to those authorities and are for the time being exclusively in their service shall be exempt from any form of compulsory insurance, registration, licensing or compulsory testing.

(4) The movement of vessels, vehicles or aircraft belonging to the British authorities in and over Malta and territorial waters of Malta under this Agreement shall be free from compulsory pilotage, harbour charges and all dues or tolls, except charges for specific services rendered at the request of the British authorities.

(5) British authorities, authorised service organisations and British personnel shall not be required to make national insurance contributions or similar payments

payable under the law of Malta except in respect of citizens of or persons ordinarily resident in Malta in their employment.

(6) No entertainment tax shall be paid in respect of entertainments organised by the British authorities or authorised service organisations.

(7) Nothing in this Section shall prevent taxation of a member of the British forces or civilian component with respect to any profitable enterprise, exercise of a profession or vocation or employment (other than his employment as a member of the British forces or civilian component) and except as regards his salary and emoluments and the tangible movable property referred to in paragraph (2) nothing in this Section shall prevent taxation to which, even if regarded as having his residence or domicile outside Malta, such a person is liable under the law of Malta.

### *Section 9*

(1) Save as provided expressly to the contrary in this Agreement, British personnel shall be subject to the laws and regulations administered or enforced by the customs authorities of Malta. In particular the said authorities shall have the right, under the general conditions laid down by the laws and regulations of Malta to search British personnel and to examine their luggage and vehicles, and to seize articles pursuant to such laws and regulations.

(2) Official documents under official seal articles certified as secret and couriers properly identified as such shall not be subject to customs (or other) inspection.

(3) Subject to existing customs procedure or to customs procedures to be agreed between the authorities of Malta and the British authorities :

- (a) the British authorities and authorised service organisations shall have the right to import into Malta without licence or other restriction equipment, provisions, supplies and other goods required by them or required for the personal consumption or use of British personnel ; and
- (b) the following imports into Malta under the preceding provisions of this paragraph shall be free of duty :
  - (i) all imports by the British authorities,
  - (ii) imports by authorised service organisations of reasonable quantities of equipment, provisions, supplies and other goods required for their own exclusive use or consumption or for sale to British personnel for their exclusive use or consumption.

(4) Contractors (including undertakings and persons having a permanent place of business in Malta) may import into Malta free of duty plant, equipment

and material required by them for the carrying out of any project for the British authorities or an authorised service organisation but any such plant or equipment which is not incorporated in the project shall, unless re-exported within a reasonable time after its use for such a project has ceased or is made use of for any purpose other than such a project, be liable to duty as if it had not been imported under this section.

(5) Members of the British forces and civilian component may, at the time of their first arrival to take up service in Malta, and at the time of first arrival of any dependants to join them import into Malta their personal effects and furniture and their private motor vehicle free of duty for the term of such service.

(6) Items imported under the foregoing paragraphs of this Section :

- (a) may be freely exported free of duty ;
- (b) may without payment of any duty be sold or otherwise disposed of in Malta to British authorities or British personnel (other than citizens of Malta who are members of units of the British forces raised by the United Kingdom in Malta) or to authorised service organisations but if, but for the exemption conferred by this section, they would be chargeable to duty on importation they may be sold or otherwise disposed of in Malta to other persons on payment of duty on their current value, if the authorities of Malta so require.

(7) Where the British authorities or authorised service organisations purchase locally items which under this Section they are entitled to import free of duty, the Government of Malta shall pay to them any duty which has been paid on their importation. For the purpose of disposal, such items will be regarded as items imported under this section.

#### *Section 10*

The British authorities shall take all possible measures, and on request shall render all assistance within their power to the authorities of Malta, to prevent misuse of the privileges imposed, under Sections (7), (8) and (9) of this Part of this Annex. In particular the British authorities shall by appropriate administrative instructions bring their rights and obligations to the notice of all British personnel and contractors.

#### *APPENDIX A TO SECTION 7 OF PART 3 OF THIS ANNEX*

#### PROVISION OF FACILITIES AND SERVICES AT LUQA AIRFIELD WHICH ARE USED JOINTLY BY CIVIL AIRCRAFT AND BRITISH MILITARY AIRCRAFT

1. The purpose of this Appendix is to set out the arrangement for the installation and maintenance of the facilities and services at or connected with Luqa

airfield which are used jointly by or for the purposes of both civil and military aircraft.

2. The area occupied exclusively by the civil authorities, that by the British authorities, and that used jointly by both the civil and British authorities are shown coloured red, yellow and blue on the attached map.<sup>1</sup>

3. The British authorities will maintain to present standards, and meet the whole cost of, the jointly used facilities and services that are at present provided by the United Kingdom. The Government of Malta will be financially responsible for the jointly used facilities and services they provide and meet the cost of any services that they may take over from the British authorities. Any additional cost required for the provision and maintenance of facilities and services to a standard higher than that existing at present, exclusively to meet a civil aviation need, will be at the charge of the Government of Malta.

4. The Government of Malta will undertake as soon as practicable the provision of search and rescue facilities for civil aircraft. In the meantime the British authorities will subject to operational needs make available for these purposes their own resources in Malta. The Government of Malta shall, if so requested, pay the British authorities the cost incurred in carrying out a search or rescue operation.

5. All equipment used in furnishing services will remain the property of the authority which provides it. Certain equipment on loan to the Government of Malta from the British authorities is being used to provide services for which the Government of Malta is responsible ; the maintenance and replacement of this equipment is the responsibility of the Government of Malta, except equipment used solely for the purposes of the British authorities, the maintenance and replacement of which will remain the responsibility of the British authorities.

6. The British authorities will be responsible for the maintenance of all joint user runways, taxiways, hardstandings, buildings and other installations. The provision and maintenance of new runways, taxiways, hardstandings, buildings or other installations for joint user purposes will be the subject of negotiation (including the apportionment of capital cost) between the British authorities and the Government of Malta when the need arises.

7. The Government of Malta will collect and retain the revenue from landing, housing and parking fees in respect of the use by aircraft of both the jointly used and civil facilities and services at Luqa. Changes in the scale of fees will be the responsibility of the Government of Malta. United Kingdom military aircraft except those which are not under the control of the British authorities will be exempt from the payment of fees for landing, housing and parking.

8. The arrangements made in this Appendix will be reviewed after five years and amended as may be appropriate to meet changed circumstances as for example a substantial change in the proportion of military and civil use of the airfield.

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<sup>1</sup> See insert between pp. 108 and 109 of this volume.

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT  
ON THE CIVIL DOCKYARD IN MALTA. MALTA, 21  
SEPTEMBER 1964

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I

*The Secretary of State for Commonwealth Relations and for the Colonies  
to the Prime Minister of Malta*

BRITISH HIGH COMMISSION  
MALTA, G.C.

21st September, 1964

I have the honour to refer to the request of the Government of Malta that on the independence of Malta the title of the civil dockyard should be transferred to the Government of Malta. In connection with this request the Government of Malta have stated their intention that the transfer should be subject to the lease granted to Bailey (Malta) Ltd. dated the 28th March, 1959 so that the Government of Malta would assume all the rights and obligations of the lessor under the lease, save those which only subsist while Her Majesty's Principal Secretary of State for Defence (as successor to the Admiralty) continues as lessor.

2. Accordingly I have the honour to set out the arrangements in regard to the civil dockyard in Malta which have been agreed between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and representatives of the Government of Malta, in pursuance of Section 1 of Part 4 of the Annex to the Agreement on Mutual Defence and Assistance signed on behalf of our respective Governments in Malta on the 21st September, 1964.<sup>2</sup>

- (a) Our two Governments recognise the need for continuing consultation and co-operation in regard to their respective interests in the civil dockyard ;
- (b) The lands (referred to in this letter as the civil dockyard site) to which these arrangements apply are the parcels of land shown on certain plans deposited in the Notarial Archives at Valletta, together with all improvements and hereditaments, corporeal and incorporeal, attaching or pertaining thereto, and are the subject of a lease granted

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<sup>1</sup> Came into force on 21 September 1964 by the exchange of the said letters.

<sup>2</sup> See p. 56 of this volume.

by the Commissioners for executing the Office of Lord High Admiral of the United Kingdom of Great Britain and Ireland to Bailey (Malta) Ltd. and dated the 28th March 1959 ;

- (c) The absolute ownership, right and title of Her Majesty's Principal Secretary of State for Defence (as successor to the Admiralty) in the civil dockyard site shall, subject to the said lease, vest in or be transferred to the Government of Malta, the Government of Malta ensuring the enactment of any legislation which may be necessary for this purpose ;
- (d) As from the vesting or transfer referred to in sub-paragraph (c) coming into effect, the Government of Malta shall assume in succession to the said Secretary of State for Defence all his rights and obligations under the said lease, to the exclusion of the said Secretary of State for Defence and the Government of the United Kingdom, except in so far as this letter otherwise provides ;
- (e) The assumption by the Government of Malta in pursuance of the said Agreement and of these arrangements of the rights and obligations referred to in sub-paragraph (d) shall not extend to any rights or obligations which subsist only while the said Secretary of State for Defence remains the lessor under the lease ;
- (f) The authorities of Malta shall arrange that the British authorities will continue to be able to exercise the rights reserved in favour of the Secretary of State for Defence in Conditions 9 (2) and 20 of the said lease under the conditions therein contained, and the British authorities will arrange that the lessees will continue to be able to exercise the rights granted in their favour in Condition 21 of the said lease under the conditions therein contained. Subject to the foregoing provisions of this sub-paragraph the civil dockyard site, and the cables, pipelines and other installations referred to in the said Condition 20 shall not for the purposes of the said Agreement be regarded as a service establishment or as service installations, as the case may be ;
- (g) The vesting or transfer referred to in sub-paragraph (c) shall not affect the continued operation of the hypothecation in favour of Her Majesty of the property of Bailey (Malta) Ltd. (including that Company's interest in the civil dockyard site) effected by a Deed dated the 11th September 1959 ;
- (h) The Government of Malta shall without delay notify the Government of the United Kingdom of any proposal known to them involving any change in the rights and interests in and over the civil dockyard held by Bailey (Malta) Ltd. by virtue of the said lease ;
- (i) The vesting or transfer of the civil dockyard site referred to in sub-paragraph (c) shall also extend to all other property which is by virtue of the lease there referred to now on lease to Bailey (Malta) Ltd.

3. I have the honour to suggest that, if these arrangements are acceptable to the Government of Malta, this letter, together with your reply to that effect, shall be regarded as constituting an agreement in this matter between the Government of the United Kingdom and the Government of Malta, which shall be read as one with the said Agreement on Mutual Defence and Assistance.

Duncan SANDYS

## II

*The Prime Minister of Malta to the Secretary of State for Commonwealth Relations and for the Colonies*

AUBERGE D'ARAGON  
MALTA

21st September, 1964

I have the honour to acknowledge the receipt of your letter of today's date which reads as follows :

[See letter I]

The arrangements set out in that letter are acceptable to the Government of Malta, and I have the honour, therefore, to confirm that that letter, together with this reply, shall constitute an agreement accordingly, and shall be read as one with the said Agreement on Mutual Defence and Assistance.

G. BORG OLIVIER

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EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup>  
ON THE FLIGHT INFORMATION CENTRE IN MALTA.  
MALTA, 21 SEPTEMBER 1964

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I

*From the Secretary of State for Commonwealth Relations and for the Colonies  
to the Prime Minister of Malta*

BRITISH HIGH COMMISSION  
MALTA, G.C.

21st September, 1964

The Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Malta in concluding the Agreement on Mutual Defence and Assistance have noted that there is a significant military use of the services and facilities of the Flight Information Centre located at Luqa. This letter sets out the way in which it has been proposed this military use will be reflected in a payment from the Government of the United Kingdom to the Government of Malta.

2. The Flight Information Centre services and facilities fall into the following four main categories :

- (a) Meteorological Communications ;
- (b) Services and facilities solely for Royal Air Force purposes ;
- (c) Air Traffic Control services ; and
- (d) Aeronautical Fixed Telecommunications Network.

Of these, the Meteorological Communications shall be the financial responsibility solely of the Government of Malta, and facilities and services provided exclusively for military use that of the Government of the United Kingdom.

3. The recurrent annual costs of the Air Traffic Control Service and the Aeronautical Fixed Telecommunications Network shall be divided between the Government of Malta and the Government of the United Kingdom on the basis of the proportion of United Kingdom military use to total use of the Air Traffic Control Service. This proportion, averaged for each financial year, shall be used as a basis for dividing the costs of both these groups of services and facilities. The contribution of the Government of the United Kingdom shall in any event be not less than £40,000 annually so long as these services

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<sup>1</sup> Came into force on 1 April 1965, in accordance with paragraph 7 of the said letters.



and facilities are maintained to at least the present standards. Capital expenditure would have to be the subject of separate arrangements.

4. These arrangements may on the request of either Government be reviewed at any time if the location of the Flight Information Centre has to be reconsidered as a result of International Civil Aviation Organisation Regional arrangements, or if the Government of Malta wishes to conclude an agreement for any period extending beyond 1st April 1970.

5. The Government of Malta shall provide the Government of the United Kingdom with such information as the Government of the United Kingdom may require and the Government of Malta is in a position to provide concerning the services and facilities under (b) (c) and (d) of paragraph 2 of this letter.

6. The present arrangements regarding the military use of the Flight Information Centre in Malta shall continue to apply until 1st April 1965.

7. If these proposals are acceptable to the Government of Malta I suggest that this letter and your reply to that effect shall be regarded as constituting an Agreement between the two Governments which shall enter into force on 1st April 1965 and shall remain in force for a period of five years thereafter.

Duncan SANDYS

## II

*The Prime Minister of Malta to the Secretary of State for Commonwealth Relations  
and for the Colonies*

AUBERGE D'ARAGON  
MALTA

21st September, 1964

I have the honour to acknowledge the receipt of your letter of the 21st September, 1964, which reads as follows :

[See letter I]

2. In reply I have to inform you that the foregoing is acceptable to the Government of Malta who therefore regard your letter and this reply as constituting an Agreement between the two Governments in this matter which shall enter into force on 1st April 1965 and shall remain in force for a period of five years thereafter.

G. BORG OLIVIER

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT<sup>1</sup>  
AMENDING THE AGREEMENT ON MUTUAL DEFENCE  
AND ASSISTANCE. MALTA, 8 JULY 1966

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I

*From the United Kingdom High Commissioner at Valletta  
to the Prime Minister of Malta*

BRITISH HIGH COMMISSION  
MALTA, G.C.

8th July, 1966

I have the honour to refer to the map of Luqa Airfield attached to Appendix A to Section 7 of Part 3 of the Annex to the Agreement on Mutual Defence and Assistance between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Malta, signed at Valletta on the 21 September, 1964. It has come to the notice of our respective Governments that the map contains errors, and the Government of the United Kingdom accordingly propose that the annexed map<sup>2</sup> shall replace the map attached to Appendix A and shall be deemed to be the map referred to in that Appendix.

2. I have the honour to suggest that, if this proposal is acceptable to the Government of Malta, this Letter, together with its Annex and your reply to that effect, shall be regarded as constituting an Agreement in this matter between the Government of the United Kingdom and the Government of Malta, which shall be regarded as having had effect since the coming into force of the Agreement on Mutual Defence and Assistance.

J. M. MARTIN

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<sup>1</sup> Came into force on 8 July 1966 by the exchange of the said letters, with retroactive effect from 21 September 1964, in accordance with the provisions of paragraph 2 thereof.

<sup>2</sup> See insert between pp. 124 and 125 of this volume.

## II

*The Prime Minister of Malta to the United Kingdom High Commissioner  
at Valletta*

MINISTER OF COMMONWEALTH AND FOREIGN AFFAIRS  
MALTA

8 July, 1966

I have the honour to acknowledge the receipt of your letter of today's date which reads as follows :

[*See letter I*]

A copy of the map attached to that Letter is attached to this Reply.

2. The proposal set out in that Letter is acceptable to the Government of Malta who therefore regard your Letter together with its Annex, and this Reply, as constituting an Agreement between the two Governments which shall be regarded as having had effect since the coming into force of the Agreement on Mutual Defence and Assistance.

G. BORG OLIVIER

[*Attachment as in letter I* <sup>1</sup>]

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<sup>1</sup> See insert between pp. 124 and 125 of this volume.