

No. 12404

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**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
ARGENTINA**

**Exchange of notes constituting an agreement concerning the construction and operation by the Argentine Government of a temporary aerodrome in the Falkland Islands (Malvinas). Buenos Aires, 2 May 1972**

*Authentic texts : English and Spanish.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 30 March 1973.*

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

**Échange de notes constituant un accord relatif à la construction et à l'exploitation par le Gouvernement argentin d'un aérodrome temporaire dans les îles Falkland (Malvinas). Buenos Aires, 2 mai 1972**

*Textes authentiques : anglais et espagnol.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 30 mars 1973.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF THE ARGENTINE REPUBLIC CONCERN-  
ING THE CONSTRUCTION AND OPERATION BY THE  
ARGENTINE GOVERNMENT OF A TEMPORARY AERO-  
DROME IN THE FALKLAND ISLANDS

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*Her Majesty's Ambassador at Buenos Aires to the Argentine Minister  
for Foreign Affairs and Worship*

BRITISH EMBASSY  
BUENOS AIRES

Your Excellency,

2 May, 1972

I have the honour to refer to the recent discussions in the Special Consultative Committee, referred to in paragraph (1) of the Joint Statement which was initialled by the representatives of our two Governments on 1 July 1971 and approved by them on 5 August 1971<sup>2</sup> (hereinafter referred to respectively as "the Special Consultative Committee" and "the Joint Statement"), about the construction and operation of a temporary aerodrome in the Falkland Islands by the Argentine Government. Accordingly, I have the honour to inform you that the Government of the United Kingdom of Great Britain and Northern Ireland are prepared to conclude an agreement in the following terms:

1. The temporary aerodrome shall be located at Hooker's Point. The specific site of the aerodrome, and any ancillary rights over neighbouring land which may be needed for the duration of the construction and operation of the aerodrome, shall be as agreed between representatives of our two Governments in the Special Consultative Committee.

2. The runway shall be approximately 800 metres long and 30 metres wide.

3. The Argentine Government shall take the necessary measures to construct the aerodrome and to provide the required materials and equipment for its construction, operation and maintenance. They shall employ mainly personnel from the Argentine mainland, but with the participation of local personnel. The composition of the construction team shall be as agreed in the Special Consultative Committee. The construction team may obtain and use, free of charge, such construction material from the land surrounding the aerodrome as may be agreed in the Special Consultative Committee.

4. The United Kingdom Government shall provide a building for personnel from the Argentine mainland who construct the aerodrome. For that building, and for the construction, operation and maintenance of the aerodrome, the United Kingdom Government shall provide water, and electricity as soon as sufficient generating capacity is available.

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<sup>1</sup> Came into force on 2 May 1972, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, vol. 825, p. 143.

5. The aerodrome shall be operated and maintained by personnel from the Argentine mainland, with the participation of local personnel. The composition of the operation and maintenance team shall be as agreed in the Special Consultative Committee.

6. For the construction, equipment, operation and maintenance of the aerodrome—
- (a) the United Kingdom Government shall bear the costs of providing
    - (i) the land for the aerodrome and any ancillary rights over neighbouring land referred to in paragraph (1) of this Agreement;
    - (ii) the building referred to in paragraph (4) of this Agreement, including the cost of any rent, but excluding the cost of any structural alterations, rates and maintenance; and
    - (iii) the water and electricity referred to in paragraph (4) of this Agreement; and
  - (b) the Argentine Government shall bear all other costs.

7. (i) No taxes or duties shall be imposed in the Falkland Islands in respect of—
- (a) materials and equipment brought to the Islands by the Argentine Government for the purposes of this Agreement; or
  - (b) personal effects brought to the Islands by personnel from the Argentine mainland; or
  - (c) salaries and other emoluments received by personnel from the Argentine mainland from their Argentine employers.

(ii) The Argentine Government shall introduce into the Falkland Islands free of all taxes and duties the fuel and lubricants necessary for the normal operation of the vehicles and machinery to be used in the construction of the aerodrome.

8. The aerodrome shall cease to be operational when the permanent airfield at Port Stanley has been constructed and is operational, and at that time, or when any of the notices referred to in paragraph (12) of this Agreement has been given, the Argentine Government shall remove any materials and equipment which they have provided under this Agreement. Such materials and equipment shall at all times remain the property of the Argentine Government.

9. "Personnel from the Argentine mainland" means personnel occupied in the construction, maintenance or operation of the aerodrome who come from the Argentine mainland and are in the Falkland Islands for the purposes of this Agreement.

10. The Special Consultative Committee shall deal with questions which might arise over the interpretation or application of this Agreement.

11. This agreement is concluded in accordance with the Joint Statement, and references to the Joint Statement in the exchange of notes between the two Governments dated 5 August 1971 (hereinafter referred to as "the Exchange on Notes") shall be deemed to include references to this Agreement.

12. This Agreement shall remain in force until 31 December 1974, or until the expiration of notices given in accordance with paragraph (18) of the Joint Statement and with paragraph (2) of the Exchange of Notes. After 31 December 1974 either of the two Governments may denounce this Agreement subject to six months' prior notice in writing.

If the foregoing is acceptable to the Government of the Argentine Republic, I have the honour to propose that this note together with Your Excellency's reply in that sense shall constitute an agreement between the two Governments which shall enter into force on the date of your reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

MICHAEL HADOW

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

*The Argentine Minister for Foreign Affairs and Worship  
to Her Majesty's Ambassador at Buenos Aires*

MINISTRY OF FOREIGN AFFAIRS AND WORSHIP  
BUENOS AIRES

Your Excellency,

2 May 1972

I have the honour to acknowledge receipt of Your Excellency's Note of today's date, which reads as follows :

[*See note I*]

I have the honour to inform Your Excellency that the foregoing proposals are acceptable to the Government of the Argentine Republic, who therefore agree that Your Note and this reply shall constitute an agreement in this matter between the two Governments which shall enter into force on this day's date.

I convey to Your Excellency the expression of my high consideration.

L. M. DE PABLO PARDO

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<sup>1</sup> Translation supplied by the Government of the United Kingdom.

<sup>2</sup> Traduction fournie par le Gouvernement du Royaume-Uni.