

MEMORANDUM TO THE CABINETBY THE HON. PRIME MINISTERInstallation of a RAI-TV Repeater

On the 22nd October, 1965, the Italian Government submitted whether, in view of bad reception of the Italian National and Second Programme television transmissions in certain parts of the Island, the Government of Malta would be prepared to allow the installation in Malta of a "repeater" and, in the affirmative, what formalities should be followed.

2. The Government was not in a position to consider the Italian Government's request for two main reasons, viz;

- (a) At that time the provision of a television broadcasting service in Malta was, in virtue of section 3 (1) of the Broadcasting Ordinance, 1961, vested solely in the Broadcasting Authority; and
- (b) by virtue of clause 7 of the Agreement relating to Television Broadcasting Service in Malta between the Malta Government and the Malta Television Service Ltd. (signed on the 28th September, 1961), the Authority had been bound, during the continuance of that Agreement, not to allow any other person or Company to provide any television broadcasting or any part thereof in Malta.

3. Since then the Broadcasting Ordinance has been amended in the sense that the Broadcasting Authority no longer enjoys the exclusive function of providing sound and television services in Malta, and the Government may authorise "the provision of any sound or television broadcasting service by any person, body or authority". However the contractors still enjoy exclusivity under the agreement mentioned above.

4. It could be argued on the Government side that the exclusivity by the contractors is limited to the services which the Authority itself may and does provide under the law. The exclusivity of the contractors is not granted by the law itself; the law simply authorises the Authority to provide broadcasting services through contractors and to grant to the contractors the right and duty to provide **such services** for and on its behalf as an exclusive right and duty. This exclusive right and duty to provide broadcasting services for and on behalf the Authority has not been affected by the Act amending the Ordinance, and the Authority is still in the position that it may have broadcasting services provided for and on its behalf by contractors. Further, the contractor's exclusivity vis-a-vis any person or body other than the Authority depended on whether the Authority itself enjoyed exclusivity and, once the Authority's exclusivity had been removed, the contractors cannot claim any rights beyond those deriving through the agreement from the Authority.

5. On their part, the contractors may argue that at the time the agreement was signed the Authority had the exclusive function of providing broadcasting services in Malta, and therefore the exclusivity granted to them amounted in fact to exclusivity in relation to all broadcasts and was not limited to those provided by the Authority. The contractors could further argue that if the Government were itself to provide or to allow others to provide broadcasting services, such provision would encroach on the exclusivity as originally enjoyed by them and the Government would therefore have to compensate them for the damage sustained as a result of the provision of those services.

6. In respect of the Italian T.V. booster, however, there is a further consideration which weighs considerably in favour of the Government. The service is already in existence and it is only proposed to "repeat" it; indeed the service, though not provided "in Malta", existed before the agreement with the contractors was signed and the contractors cannot reasonably complain if that service is simply improved. The legal view is that, if the contractors were to move, they would choose a better case in which to do so.

7. Following talks held in Rome in connection with the Italo-Maltese Cultural Agreement, in which the Director of Information took an active part, RAI-TV sent one of their experts to carry out a survey of the position in Malta. On the basis of his findings, RAI-TV submitted a project and costings to the Director of Information on the 25th March, 1966.

8. The project contemplates the installation of a "repeater" at Valletta, which will receive the Italian TV National programme and then repeat same for reception by three subsidiary repeaters situated at Tas-Silg and Gharghur in Malta and at Il-Ghormus (near Victoria), Gozo.

9. The provision of the necessary equipment and of its installation is stated to involve an expense of 42,500,000 lire; and it can be made available within 10 months. No estimate is available as to the cost of sites and the small buildings required to house the repeaters, as no details of these requirements are given in the RAI-TV report.

10. There is no doubt that any improvement in the reception of RAI-TV Television programmes in Malta would be very welcome. The installation of the TV repeater, as proposed, would reduce considerably the numerous complaints of TV interference from places where the interference arises mainly out of weak reception conditions. It would also help to eliminate, or at least reduce, the existing forest of extremely high aerial arrays.

11. RAI-TV is an "ente parastatale" and as such it does not, of itself, undertake to supply and instal equipment free of charge. However, considering that the proposal for the installation of the repeaters has come from the Italian Government, and is a measure asked for by that Government in its own interests, there is every reason to believe that, following the conclusion of the Italo-Maltese Cultural Agreement, the Italian Government, which would have to meet all the expense involved in the project, would move to request the actual installation. This is the pattern followed in the case of similar agreements concluded with North African states.

12. Hon. Ministers are asked whether they agree in principle that the repeaters in question should be installed in Malta and Gozo on the clear assumption that Malta is involved in no expense.

24th September, 1966.