

MEMORANDUM TO CABINET
BY THE PRIME MINISTERRelay Station - Deutsche Welle

1. On the 14th August, 1969, Ministers agreed that:-

- (a) Deutsche Welle be informed that the Government has no objection in principle to their proposal to set up a relay station in Malta in return for their offer to provide the Government with a 500 Kw radio station free of charge;
- (b) Deutsche Welle be asked to advise the Government on the question of the recurrent financial commitments it would have to assume to operate the station/studios and to submit details of the contract entered into with the Government of the Republic of Ruanda and a draft licence/agreement which, after consideration by the Government, might serve as a basis for further negotiation in detail;
- (c) detailed examination be made of the possible use, management and operation of the station/studios.

2. The points at (a) and (b) were taken up with Deutsche Welle on the 21st August, 1969 and on the 4th September, 1969 Deutsche Welle submitted a draft licence. The Administrative Secretary and the Deputy Crown Advocate-General discussed the draft with Dr. Fellhauer of Deutsche Welle and, as a result, a draft Agreement and a draft Licence have been drawn up by the Deputy Crown Advocate-General. These are at Annex A and B.

3. The salient points of the Draft Agreement are the following:-

/(A) The.....

(A) The Government undertakes to:

- (i) grant to Deutsche Welle two sites on a 25-year emphyteusis at a nominal ground rent (clause 2);
- (ii) allow Deutsche Welle to import all materials, equipment etc. free of duty (3);
- (iii) allow Deutsche Welle to make all necessary transfer of funds at normal exchange rates (4).

(B) Deutsche Welle undertakes to:-

- (i) construct, instal and equip a radio station comprising a transmitting station and broadcasting studios on two sites to be made available by the Government (5) (7);
- (ii) deliver the complete radio station to the Government (5);
- (iii) commence the building of the radio station as soon as possible and the installation of the equipment as soon as the frequencies required for Deutsche Welle's own use are made available to it (7) (8);
- (iv) spend not less than £1.0m on the radio station (9);
- (v) provide training free of charge and support in the technical maintenance of the station (11).

4. Under the terms of the Draft Licence

(A) The Government:-

- (i) undertakes to grant a licence to Deutsche Welle, at a nominal fee, for the erection and operation of a relay broadcasting station for a term of 25 years and allow it to instal specified telecommunications installations (Preamble 1, 19, 21);

/(ii) reserves....

- (ii) reserves to itself the right to allocate and register all frequencies (6);
- (iii) has the right to broadcast from the relay station certain announcements (15).

(B) Deutsche Welle undertakes to:-

- (i) transmit only in the German, French, English and Arabic languages (2);
- (ii) refrain from transmitting anything concerned with the affairs of Malta or which is likely to affect the friendly relations of Malta with any other country (3);
- (iii) refrain from broadcasting advertisements (2);
- (iv) record all "spoken" programmes and retain such recordings for four weeks (9);
- (v) engage Maltese citizens whenever possible, provided that, at all times 15% of its managerial/technical staff may be German nationals (13);
- (vi) hand over the relay station and all equipment to the Government on termination of the licence (17);
- (vii) operate the relay station only after the radio station has been completed and handed to the Government (20).

Ministers may wish to consider whether the attached draft Agreement and draft Licence are acceptable and whether negotiations may be proceeded with on the basis of the two Drafts.

5. A separate submission will be made later with regard to the location of the two sites necessary for the Deutsche Welle transmitting and receiving stations and the two sites for the radio station and studios.

6. Consideration of the possible uses the station/studios could be put to, as directed at (c) of the Cabinet Memo, does not seem to call for urgent attention since it is envisaged that about two years will pass before the station/studios could be operationally ready for use.

17th October, 1969.

DRAFT AGREEMENT

AN AGREEMENT between the Government of Malta (hereinafter called "the Government") of the one part and Deutsche Welle, Anstalt des öffentlichen Rechts, Köln (hereinafter called "Deutsche Welle") of the other part.

By these Presents the Government and Deutsche Welle agree as follows -

1. On the signing of this agreement, a licence (hereinafter referred to as "the Licence") in the terms set out in the First Schedule hereto shall be issued to Deutsche Welle for the erection and operation of a relay broadcasting station in Malta.

2. Within three months from the signing of this agreement, the Government shall, for the purpose of the erection and operation of the said relay station, grant to Deutsche Welle by title of emphyteusis at a nominal ground-rent and for a period to coincide with the continuance of the Licence, the following sites in Malta -

(a) the site known as _____ in the
limits of _____ comprising an area of _____
; and

(b) the site known as _____ in the
limits of _____ comprising an area of _____
; both

sites shown edged in red on plans annexed hereto and marked Annex 'A' and Annex 'B', respectively.

3. The Government undertakes to allow Deutsche Welle to import into Malta free of duty all things necessary for the erection, operation and maintenance of the telecommunication installations authorised to be erected by the Licence; but if any such material or equipment imported free of duty is sold or otherwise disposed of in Malta it shall, unless the Customs authorities otherwise agree, be liable to duty as if it had been imported subject to duty. The Government

shall ...

shall likewise allow Deutsche Welle to import into Malta free of duty all things necessary for the construction, erection, installation and completion of the radio station mentioned in clause 5 hereof.

4. The Government shall allow Deutsche Welle to transfer at normal exchange rates the payments necessary for the erection and operation of the said relay station and for the construction, erection, installation and completion of the said radio station.

5. In consideration of the aforesaid Deutsche Welle shall at their expense construct, instal, equip and in all respects complete for operation, a radio broadcasting station and deliver same to the Government; and for this purpose shall observe the following provisions of this Agreement.

6. The radio station shall comprise -

- (a) a 600 Kw medium-wave transmitter and omnidirectional antennae with a gain corresponding to 150 kw including the foundations;
- (b) adequate premises at the transmitting site;
- (c) the feeder cables necessary for supplying the antennae;
- (d) adequate studio premises and relative equipment, comprising one large studio of not less than 200 square metres and three studios of not less than 30 square metres each, office space for not less than 30 persons and the necessary archive rooms and other ancillary facilities;
- (e) a modulation link between the studio premises and the transmitting site;

(f) connection ...

- (f) connection of the transmitting plant and of the studio premises to the electricity power station, and the telephone, teleprinter and water supply networks.

7. The radio station shall be erected on such sites as the Government may designate for the purpose, such sites to be made available not later than three months after the signing of this Agreement.

8. The construction of the premises mentioned in clause 6 hereof shall commence as soon as the relative sites are made available by the Government and the necessary permits are issued by the local authorities. All other works shall be commenced as soon as the medium-wave frequency referred to in clause 6(e) of the licence has been allocated to Deutsche Welle; it being understood that the completion of the radio station should not take in all more than 18 months.

9. In the construction, erection and equipping of the radio station Deutsche Welle shall maintain close cooperation with the Government and shall submit for approval by the Government the plans, elevations, sections and specifications of all buildings and all technical data relating to other works installations and equipment; and shall furthermore observe the rules of good engineering practice.

10. In carrying out the foregoing undertakings, Deutsche Welle shall expend not less than one million pounds; it being understood that the cost of the studio premises, exclusive of technical equipment is estimated to cost between £150,000 and £180,000.

11. Deutsche Welle undertakes to provide, at the request of the Government, training free of charge for the personnel required to run the radio station and guarantees the necessary support of Deutsche Welle in the technical maintenance of the station. Deutsche Welle also undertakes to provide the assistance required by the Government in selecting a suitable medium-wave frequency for the radio station.

DRAFT LICENCE

FIRST SCHEDULE

WHEREAS by an agreement entered into between the Government of Malta (hereinafter called "the Government") and Deutsche Welle, Anstalt des Öffentlichen Rechts, Köln (hereinafter called "the Licensee") on the day of 1969, it was agreed that a licence should be issued to the Licensee for the erection and operation of a relay station in Malta in the terms set out in the First Schedule to the said Agreement (hereinafter referred to as "the Agreement");

NOW THEREFORE, in exercise of all powers him enabling the Prime Minister of Malta hereby grants, with effect as provided in clause 20 hereof, to the Licensee LICENCE AND LIBERTY during the continuance of this licence and subject to the provisions hereof to erect and operate on the lands at and at , more particularly described in the Agreement, a relay broadcasting station and ancillary telecommunications installations.

The terms and conditions of this licence are:-

1. This licence authorises the Licensee to erect, instal and operate the following telecommunications installations, that is to say -

- a) not more than three short-wave broadcasting transmitters, of up to 250 Kw each, with corresponding directional and omnidirectional antennae;
- b) not more than two medium-wave broadcasting transmitters, of up to 600 Kw Effective Radiated Power each, and corresponding antennae;
- c) one transmitter with a maximum power of 25 Kw for teleprint communication between the individual stations of the Licensee;

/ d)

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- d) one receiving station for wireless reception of the programmes of the Licensee to be recorded as well as for the reception of the teleprint communications;
- e) wireless directional radio or cable link between the receiving and transmitting stations for modulation, control, telephone, telegraph-circuits and other necessary operations.

2. The relay station shall be used exclusively for the reception and re-transmission of programmes of the Licensee originating from and produced in the Federal Republic of Germany, in the German, English, French and Arabic languages. Broadcasts from the relay station shall not include any advertisements.

3. Apart from normal and objectively presented news items, broadcasts from the relay station shall not be concerned with the internal affairs of Malta and shall not be of a matter likely to affect adversely the friendly relations of Malta with any other country.

4. Broadcasts from the relay station shall be subject to the provisions of any law for the time being in force relating to broadcasting and in particular to the provisions of the Constitution of Malta and of the Malta Broadcasting Ordinance, 1961.

5. In the erection and operation of the relay station and of the ancillary installations, the Licensee shall, in all technical matters, comply with and observe all Maltese and international rules and regulations governing telecommunications installations. The Licensee shall moreover submit for approval by the appropriate telecommunication authorities of the Government full technical details about the installations proposed to be set up as well as of any proposed changes or additions thereto or removals thereof; and in the erection and operation of the relay station and of the ancillary installations and in making any changes or additions as aforesaid, the Licensee shall comply with the terms and conditions contained in the approval of the said

/telecommunication

telecommunication authorities given under this clause.

6. The following provisions shall have effect as regards frequencies:-

- a) broadcasts from the relay station shall be made on such frequencies as may be proposed by the Licensee and agreed to, allocated and registered by the Government in accordance with applicable Maltese and international rules and regulations;
- b) all such broadcasts shall be made strictly in compliance with any internationally agreed frequency tolerances;
- c) the said frequencies shall include a suitable medium-wave frequency for the transmission from Malta and the reception in North African and Middle East countries of the programmes of the Licensee;
- d) frequencies for the fixed service whereby exclusively internal communications in A1 and F1 in accordance with international rules and regulations are exchanged with other stations of the Licensee shall also be allocated before the commencement of the broadcasting service.

7. The Licensee shall identify all broadcasts from the relay station and shall do so in accordance with applicable international rules or regulations.

8. The Licensee shall indemnify the Government against all claims made by third parties in consequence of any broadcast made by the Licensee.

9. All broadcasts from the relay station, other than purely musical programmes, shall be recorded by the Licensee strictly verbatim and shall be kept by the Licensee and the recordings shall not be destroyed except after the lapse of four weeks from the date of the broadcast and provided no objection has been raised within that period or at any time before the recordings are destroyed.

10. Duly authorised personnel of the telecommunications authorities of the Government shall have access at all reasonable times to all technical installations of the Licensee

/for the

for the purpose of carrying out technical controls and checks and otherwise to ascertain that the provisions of this licence are being duly complied with.

11. The Licensee shall provide the Government with copies of the programme schedules relating to the broadcasts relayed by the station and with such other information relating to the programmes broadcast by the station as may be reasonably required by the Government or by the Broadcasting Authority.

12. The Licensee shall comply with any request of the Government to rectify any matter which does not accord with any of the provisions of this licence.

13. (1) In the erection and operation of the relay station and ancillary installations the Licensee shall engage as many Maltese citizens as may be possible and as will be available and not later than three years from the commencement of the operation of the station shall engage only Maltese citizens, and the Licensee shall for this purpose train the necessary Maltese personnel:

Provided that the Licensee may throughout the currency of this licence engage German managerial and technical personnel not exceeding 15% of the managerial and technical staff required for the erection and operation of the station.

(2) All foreign personnel of the Licensee, duly engaged as aforesaid, and their dependants, shall be allowed unhindered passage to and from Malta and the necessary work and residence permits.

14. Save as aforesaid, the Licensee shall have exclusive control over the technical administration and use of the relay station and over the form of the programmes broadcast therefrom.

15. The Licensee shall cause or allow to be broadcast from the relay station on request announcements and other messages that may be required to be so broadcast by any law for the time being in force as well as official announcements in the event of a public emergency or natural disaster.

