

MEMORANDUM TO CABINET
BY THE PRIME MINISTER

Relay Station - Deutsche Welle

Following the decision taken in Cabinet on the 30th October, 1969, the draft agreement and licence as shown on the left hand side of Annexes A and B attached hereto were sent to Deutsche Welle on the 11th November, 1969. Deutsche Welle's comments on the drafts are shown on the right hand side of Annexes A and B.

Ministers may wish to consider Deutsche Welle's proposed amendments in the light of the following:-

DRAFT AGREEMENT

Clause 3: The duty-free importation of spare parts and supplies is already provided for since Deutsche Welle are to be allowed the duty-free importation of "all things necessary for the operation and maintenance of the telecommunication installations".

Sound recordings may not be covered by this provision since they are related to the operation of a broadcasting service rather than to a telecommunication installation. The suggestion regarding unrestricted and duty-free re-exports is merely an additional safeguard.

New Clause 3A: It is not clear to the Electricity Board, given that this is the first project of its size and kind, whether the electric supply to Deutsche Welle would fall to be charged at the "Commercial" or the more favourable "Industrial" tariff under the Electricity Supply Regulations, 1960. Whilst broadcasting stations are not included amongst the establishments specified in the regulations as eligible for either the Commercial or the Industrial Tariff, the basic consideration in the application of the former tariff is the "provision of a service", whilst that in the latter is the use of electricity "for motive power".

The ...

The Board, however, is prepared to go into the matter more deeply and to discuss the question with Deutsche Welle on the basis of the technical aspects of the project including the specific requirements of electric power.

Clause 10: It has been understood all along that Deutsche Welle will spend some £1.0m. on the transmitting station and broadcasting studios being provided for the Government. Clause 5 of the draft Agreement obliges Deutsche Welle to provide and equip these but Clause 10 as worded at present requires Deutsche Welle to spend an unstated amount not below £1.0m. This was never Deutsche Welle's intention.

DRAFT LICENCE

Clause 2: The implications of the Company's proposal could have far reaching effects if no control were to be exercised on the languages to be used and on the countries to which broadcasts will be transmitted.

Clause 5: There is hardly any material difference between the words "moreover" and "therefore" in the context of the Clause. Approval in respect of the removal of any parts needing overhaul or repair would be superfluous.

Clause 6(C): The amendment proposed by the Company calls for further clarification since this provision is in any case subject to the overall mandatory "shall" in the first line of the Clause.

Clause 11: The proposed addition of the words "if desired" would relieve the Company from the obligation of submitting copies of programmes irrespective of whether they were required or not.

Clause 13(2): Deutsche Welle's suggestion would enable them to have three foreign employees in Malta at all times. In view of the nature of Deutsche Welle's activities and the political undertones thereof, the suggestion is understandable but it has also to be considered in the light of the Government policy regarding the issue of work permits to foreigners.

Clause 16: Deutsche Welle's remark is not clear and is presumably based on an incorrect interpretation of the Clause as one requiring that all buildings and installations are

kept uninterruptedly in good working order and condition throughout the currency of the Licence.

Sites for "Government" receiving and transmitting station

Mr Roesler of Deutsche Welle has been to Malta to examine the adequacy and suitability of the two sites for the studios and transmitting station which Deutsche Welle will be providing for the Government (and of the two sites for Deutsche Welle's own receiving and transmitting stations). A general tour of the Island in search of possible sites was made.

Mr Roesler came to the conclusion that the promontory at Għaliet Marku limits of St Julians (Plan A) was ideal for the "Government" transmitting station because of the configuration and lie of the land and the possibility of running cables into the sea as part of a grounding system. L-Imqarqra, limits of St Paul's Bay (Plan B) which had been suggested as an alternative site is suitable but has certain short-comings. The surrounding land and the high land to the North would result in loss of radiated power and consequently a shorter range of coverage. More funds would have to be spent on this site than on Għaliet Marku, although the difference would not be prohibitive. These considerations have to be weighed, however, against the much higher value of the Għaliet Marku site, its potential for other uses and the fact that it has not as yet been surrendered to the Government.

Mr Roesler also felt that Notre Dame Għavelin in Floriana (which is still used by the British authorities - Plan C) would be suitable for the Government's Broadcasting studios although it would be necessary to ascertain that there would be no aesthetic or planning objections to the erection of buildings and a high mast.

Sites for Deutsche Welle's Transmitting and Receiving Stations

Mr Roesler considered that the site at Nigret (Plan D) is most suitable for the Deutsche Welle receiving station and confirmed that Korb l-Għagin (Plan E) is the best site for their transmitting station. Deutsche Welle propose to carry out further technical studies with particular reference to these two sites as soon as they are given an indication of the Government's readiness to grant them the two sites on emphyteusis.

Ministers may wish to consider whether:

- A: in respect of the amendments proposed by Deutsche Welle to the Draft Agreement:
- (i) Clause 3 and 10 be re-worded to reflect Deutsche Welle's suggestions;
 - (ii) Deutsche Welle be informed that the Electricity Board is prepared to discuss the question of rates with them but that Government is not in a position to give any guarantee in that respect (New Clause 3^a).
- B: in respect of the amendments proposed to the Draft Licence:
- (i) Clause 2 be amended to allow the use of "any other language as shall be approved by the Government" and to limit transmissions to North African and Middle East countries exclusively;
 - (ii) Clause 5 be amended to allow removal without prior consent where such removal is necessary for the overhaul and repair of equipment;
 - (iii) Clause 11 be amended as suggested;
 - (iv) Clause 13(2) should be amended at all;
 - (v) Clause 16 and 17 be incorporated to read as follows: "The licensee shall keep all installations buildings and equipment, erected or installed under this Licence in good working order and condition and on the termination or earlier determination of this Licence the relay station and ancillary installations, including all equipment, shall become the property of the Government and the licensee shall deliver up same to the Government in such order and condition".
- C: the "Government" transmitting station should be located at Qaliet Marku or l-Imqarqea and whether further studies should be undertaken with regard to the availability and suitability of Notre Dame Ravelin.
- D: to approve in principle the grant on emphyteusis of the sites at Korb l-Ghagin and Nigret to Deutsche Welle.

17th December, 1969.

DIAPY AGREEMENT

Annex 'A'

COMMENTS BY DEUTSCHE WELLE

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
rele 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 likewise allow Deutsche rele 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 rele 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
rele shall at their expense construct, instal, equip

Clause 3: We request you to add that
unrestricted and duty-free imports include
"spare parts and auxiliary supplies of any
kind, as well as sound recordings of any
kind." The same must apply for the re-
export of sound recordings and of equipment
that has to be shipped to Germany for over-
hauling and repair.

New Clause 3A: We request that the text be
added:

"The Licensor guarantees the licensee
that the electrical energy necessary for
the operation of the transmitting centre
can be acquired by the licensee at local
industrial rates and conditions for the
duration of this Agreement."

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 dB 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 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 Zelle; 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 "Gile 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 Zelle 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.

Clause 10 could conflict with Clause 5. We would therefore prefer to retain the previous wording, according to which "The licensee is not obliged to deliver or construct anything or to bear any costs exceeding 1,000,000 Pounds", it being understood etc.

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.

FIRST LICENCE

L-ARKIVJI NAZZIONALI TA' MALTA

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 Licensees;
- 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

Clause 2: We request that in stipulating the broadcasting languages, consideration be given to the fact that it is mainly these languages that will be used, but not exclusively so. The word "mainly" should therefore be added.

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 telecommunications 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 telecommunications 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

Clause 5: It is our view that:

sentence two is merely a detailed explanation of sentence one; we request that the word "moreover" be replaced by the word "therefore".

The word "removal" in line 9 of Number 5 does not appear to us to make sense in this context, for removals are frequently necessary in order to overhaul or repair equipment or to install spare parts; this, however, can hardly be made subject to an additional authorization.

applicable Maltese and international rules and regulations;

L-ARKIVJI NAZZJONALI TA' MALTA

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.

Clause 6C: We would like to replace "shall include" with "will include"

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 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 shall for this purpose train the necessary Maltese personnel.

(2) All foreign personnel of the licensee, engaged in the absence of available competent Maltese personnel, as well as their dependants, shall be allowed unhindered passage to and from Malta and permitted to reside there, and such foreign personnel shall be granted the necessary work permits.

Clause 11: In order to avoid excessive shipments, we request that two words be inserted in the text: "The licensee shall, if desired - provide the Government with copies of the programme schedules"

Clause 13(2): should be altered in such a manner that the work and residence permits during the entire period of the licence be granted at least three foreign employees at any given time. The persons referred to in this section are, in all cases, members of the station's managing personnel.

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 programme 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.
16. The Licensee shall throughout the currency of this licence keep all installations, buildings and equipment, erected or installed under this licence in good working order and condition.
17. On the termination of this licence the relay station and ancillary installations, including all equipment, shall become the property of the Government and the Licensee shall deliver up same to the Government.
18. The Licensee shall not assign or part with any of the rights granted by this licence.
19. The fee for this licence is £1.
20. This licence, with respect to the erection and installation of the telecommunications installations mentioned in clause 3 hereof, shall have effect as from the date hereof, and, with respect to the operation of the relay station aforesaid and of any ancillary installation, shall have effect upon full observance and performance

Clause 16: As we have already emphasised verbally, we cannot accept this in its present form. Judging by the duration of the treaty, this wording would conceivably force us to turn the technically unfeasible into the feasible. We would be grateful if this number in the text were cancelled.

by the licensee of the undertakings contained in clauses (5) to (10) (both inclusive) of the Agreement.

21. This licence shall be and continue in force for a term of twenty-five years next after the date of this licence.

This day of , nineteen hundred and sixty-nine.

PRIME MINISTER.

PLAN A

Marco



133 TUMOLI

PLOT MARKO, ST. ANDREWS

PLAN A



Marco

193 TIROLI

PARISH MARCO, ST. ANDREWS

PROFANA

PLAN C



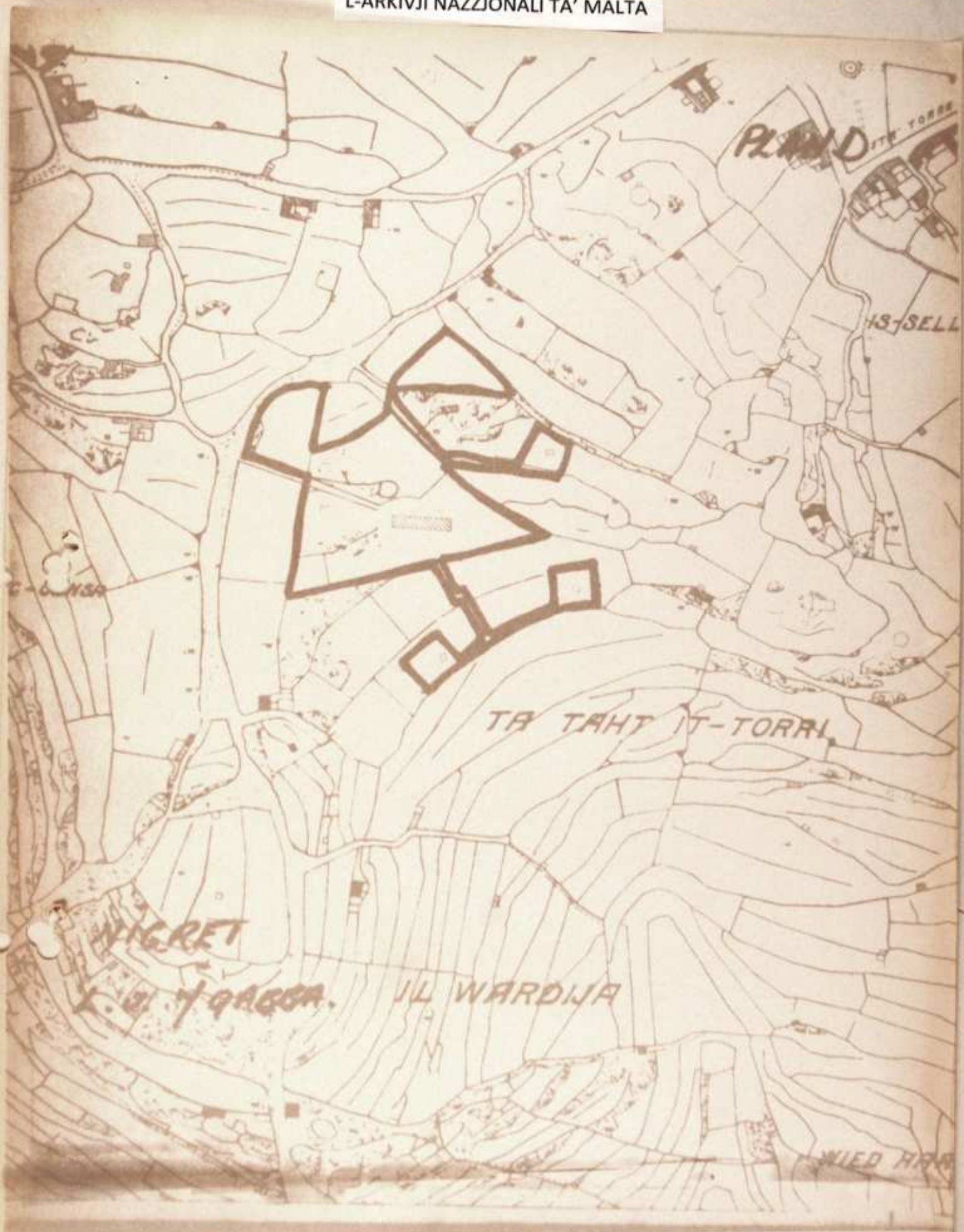
NOTRE DAME RAVELIN

FLORIANA

PLAN C



NOTRE DAME PARCEL



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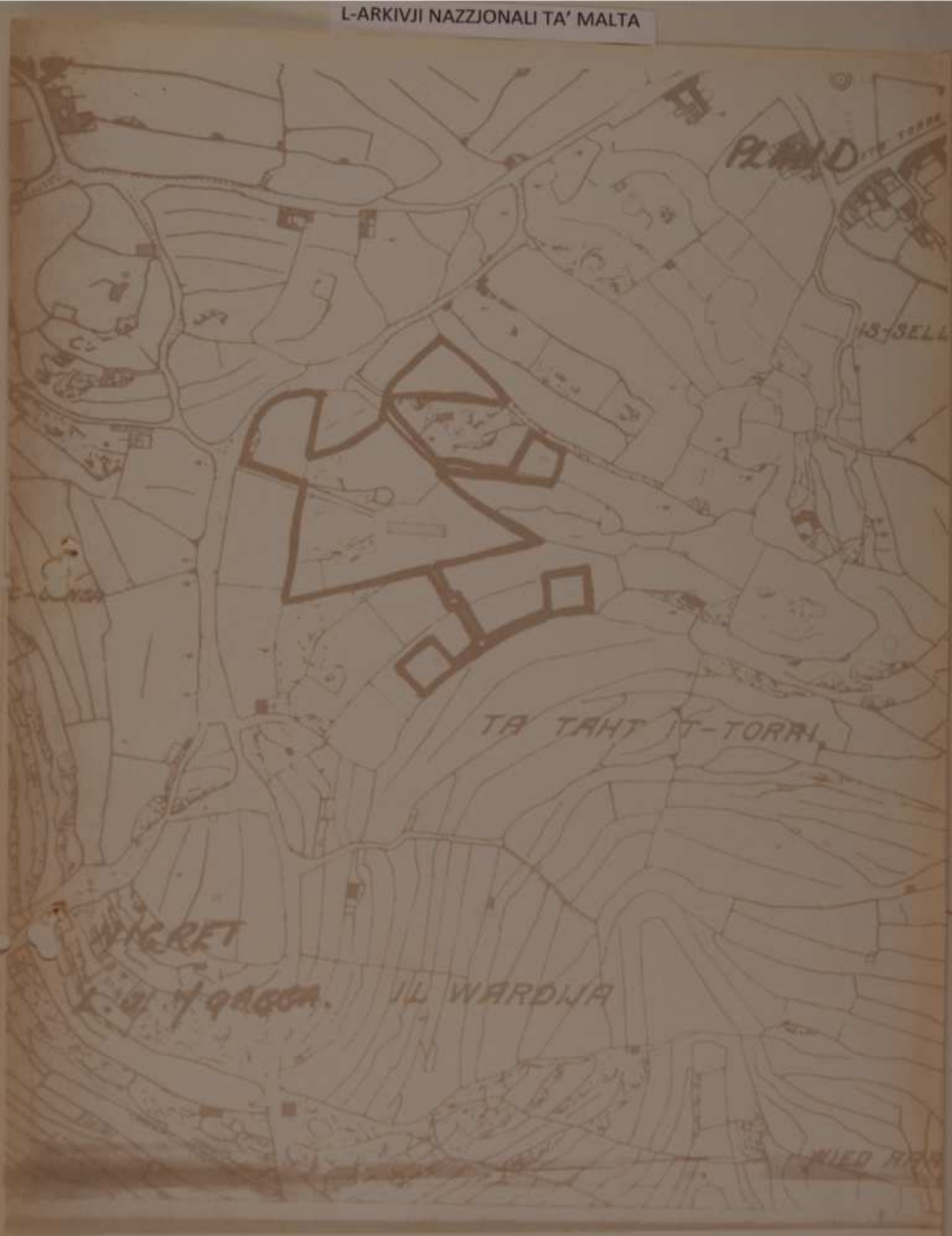
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WIGRET

IL WARDIJA

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PLANE

MOLLI

Ras il Fentich

Ponta tal-Hubra

Ponta tal-Gr...

Ponta tal-Jab...

S. L. GURGIN



PLANE

L. T. MOLI

L. GURGIN

Punta tal-Fenech

Punta tal-Miera

Punta tal-Grig

Punta tal-Mara

PLANE

a-ta-Mitt

Il-Kuzen-ta-San-Giorgio

L'Imkuchess

L-IMPARQIA.
SURNARRA
TAR-QAD

PLANO

a-la-Mitt...

Il-banda...

L-IMPARQA.

BUKARRA

TAR-GRAD