

United Kingdom of Great Britain and Northern Ireland
Availability of Certain Indian Ocean Islands for Defense Purposes
Agreement Effected by Exchange of Notes
Signed at London December 30, 1966; Entered into Force December 30, 1966.

The American Ambassador
to the British Secretary of State for Foreign Affairs

Note No. 25
30 December 1966

Sir, I have the honor to refer to recent discussion between representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning the availability, for the defense purposes of both Governments as they may arise, of the islands of Diego Garcia and the remainder of the Chagos Archipelago, and the islands of Aldabra, Farquhar, and Desroches constituting the British Indian Ocean Territory, hereinafter referred to as "the Territory". The United States Government has now authorized me to propose an Agreement in the following terms:

- (1) The Territory shall remain under United Kingdom sovereignty.
- (2) Subject to the provisions set out below the islands shall be available to meet the needs of both Governments for defense. In order to ensure that the respective United States and United Kingdom defense activities in the islands are correlated in an orderly fashion:
 - (a) In the case of the initial United States requirement for use of a particular island the appropriate governmental authorities shall consult with respect to the time required by the United Kingdom authorities for taking those administrative measures that may be necessary to enable any such defense requirement to be met.
 - (b) Before either Government proceeds to construct or install any facility in the Territory, both Governments shall first approve in principle the requirement for that facility, and the appropriate administrative authorities of the two Governments shall reach mutually satisfactory arrangements concerning specific areas and technical requirements for respective defense purposes.
 - (c) The procedure described in sub-paragraphs (a) and (b) shall not be applicable in emergency circumstances requiring temporary use of an island or part of an island not in use at that time for defense purposes provided that measures to ensure the welfare of the inhabitants are taken to the satisfaction of the Commissioner of the Territory. Each Government shall notify the other promptly of any emergency requirements and consultation prior to such use by the United States Government shall be undertaken as soon as possible.
- (3) The United Kingdom Government reserves the right to permit the use by third countries of British-financed defense facilities, but shall where appropriate consult with the United States

Government before granting such permission. Use by a third country of United States or jointly-financed facilities shall be subject to agreement between the United Kingdom Government and the United States Government.

(4) The required sites shall be made available to the United States authorities without charge.

(5) Each Government shall normally bear the cost of site preparation, construction, maintenance, and operation for any facilities developed to meet its own requirements. Within their capacities, such facilities shall be available for use by the forces of the other Government under service-level arrangements. However, there may be certain cases where joint financing should be considered, and in these cases the two Governments shall consult together.

(6) Commercial aircraft shall not be authorized to use military airfields in the Territory. However, the United Kingdom Government reserves the right to permit the use in exceptional circumstances of such airfields, following consultation with the authorities operating the airfields concerned, under such terms or conditions as may be defined by the two Governments.

(7) For its defense purposes on the islands, the United States Government may freely select United States contractors and the sources of equipment, material, supplies, or personnel, except that—

(a) the United States Government and United States contractors shall make use of workers from Mauritius and Seychelles to the maximum extent practicable, consistent with United States policies, requirements and schedules; and

(b) the appropriate administrative authorities of the two Governments shall consult before contractors or workers from a third country are introduced.

(8) The exemption from charges in the nature of customs duties and other taxes in respect of goods, supplies and equipment brought to the Territory in connection with the purposes of this Agreement by or on behalf of the United States Government, United States contractors, members of the United States Forces, contractor personnel or dependents, and the exemption from taxation of certain persons serving or employed in the Territory in connection with those purposes, shall be such exemption as is set out in Annex I to this Note.

(9) The arrangements regarding the exercise of criminal jurisdiction and claims shall be those set out in Annex II to this Note.

(10) For the purpose of this Agreement:

(a) “Contractor personnel” means employees of a United States contractor who are not ordinarily resident in the Territory and who are there solely for the purpose of this Agreement;

(b) “Dependents” means the spouse and children under 21 years of age of a person in relation to whom it is used; and, if they are dependent upon him for their support, the parents and children over 21 years of age of that person;

- (c) “Members of the United States Forces” means
- (i) military members of the United States Forces on active duty;
 - (ii) civilian personnel accompanying the United States Forces and in their employ who are not ordinarily resident in the Territory and who are there solely for the purpose of this Agreement; and
 - (iii) dependents of the persons described in (i) and (ii) above;
- (d) “United States authorities” means the authority or authorities from time to time authorized or designated by the United States Government for the purpose of exercising the powers in relation to which the expression is used;
- (e) “United States contractor” means any person, body or corporation ordinarily resident in the United States of America, that, by virtue of a contract with the United States Government, is in the Territory for the purposes of this Agreement, and includes a sub-contractor;
- (f) “United States Forces” means the land, sea and air armed services of the United States, including the Coast Guard.

(11) The United States Government and the United Kingdom Government contemplate that the islands shall remain available to meet the possible defense needs of the two Governments for an indefinitely long period. Accordingly, after an initial period of 50 years this Agreement shall continue in force for a further period of twenty years unless, not more than two years before the end of the initial period, either Government shall have given notice of termination to the other, in which case this Agreement shall terminate two years from the date of such notice.

If the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that this Note and its Annexes, together with your reply to that effect, shall constitute an Agreement between the two Governments which shall enter into force on the date of your reply.

Accept, Sir, the renewed assurances of my highest consideration.

David Bruce,
American Ambassador

The Right Honorable George Brown, M.P.
Secretary of State for Foreign Affairs
Foreign Office, Whitehall, London, S.W.1.

Annex I.—Customs Duties And Taxation

1. CUSTOMS DUTIES AND OTHER TAXES ON GOODS

- (1) No import, excise, consumption or other tax, duty or impost shall be charged on:
 - (a) material, equipment, supplies, or goods for use in the establishment, maintenance, or operation of the facilities which are consigned to or destined for the United States authorities or a United States contractor;
 - (b) goods for use or consumption aboard United States public vessels or aircraft;
 - (c) goods consigned to the United States authorities or to a United States contractor for the use of or for sale to military members of the United States Forces, or to other members of the United States Forces, or to those contractor personnel and their dependents who are not engaged in any business or occupation in the Territory;
 - (d) the personal belongings or household effects for the personal use of persons referred to in sub-paragraph (c) above, including motor vehicles, provided that these accompany the owner or are imported either— (i) within a period beginning sixty days before and ending 120 days after the owner's arrival; or (ii) within a period of six months immediately following his arrival;
 - (e) goods for consumption and goods (other than personal belongings and household effects) acquired after first arrival, including gifts, consigned to military members of the United States Forces, or to those other members of the United States Forces who are nationals of the United States and are not engaged in any business or occupation in the Territory, provided that such goods are: (i) of United States origin if the Commissioner so requires, and (ii) imported for the personal use of the recipient.
- (2) No export tax shall be charged on the material, equipment, supplies or goods mentioned in paragraph (1) in the event of reshipment from the Territory.
- (3) Article 1 of this Annex shall apply notwithstanding that the material, equipment, supplies or goods pass through other parts of the Territory en route to or from a site.
- (4) The United States authorities shall do all in their power to prevent any abuse of customs privileges and shall take administrative measures, which shall be mutually agreed upon between the appropriate authorities of the United States and the Territory, to prevent the disposal, whether by resale or otherwise, of goods which are used or sold under paragraph (1)(c), or imported under paragraph (1)(d) or (1)(e), of Article 1 of this

Annex, to persons not entitled to buy goods pursuant to paragraph (1)(c), or not entitled to free importation under paragraph (1)(d) or (1)(e). There shall be cooperation between the United States authorities and the Commissioner to this end, both in prevention and in investigation of cases of abuse.

2. MOTOR VEHICLE TAXES

No tax or fee shall be payable in respect of registration or licensing for use for the purposes of this Agreement in the Territory of motor vehicles belonging to the United States Government or United States contractors.

3. TAXATION

(1) No members of the United States Forces, or those contractor personnel and their dependents who are nationals of the United States, serving or employed in the Territory in connection with the facilities shall be liable to pay income tax in the Territory except in respect of income derived from activities within the Territory other than such service or employment.

(2) No such person shall be liable to pay in the Territory any poll tax or similar tax on his person, or any tax on ownership or use of property which is situated outside the Territory or situated within the Territory solely by reason of such person's presence there in connection with activities under this Agreement.

(3) No United States contractor shall be liable to pay income tax in the Territory in respect of any income derived under a contract made in the United States in connection with the purposes of this Agreement, or any tax in the nature of license in respect of any service or work for the United States Government in connection with the purposes of this Agreement.

Annex II—Jurisdiction and Claims

1. (a) Subject to the provisions of sub-paragraphs (b) to (l) of this paragraph,
 - (i) the military authorities of the United States shall have the right to exercise within the Territory all criminal and disciplinary jurisdiction conferred on them by United States law over all persons subject to the military law of the United States; and
 - (ii) the authorities of the Territory shall have jurisdiction over the members of the United States Forces with respect to offenses committed within the Territory and punishable by the law in force there.

(b) (i) The military authorities of the United States shall have the right to exercise exclusive jurisdiction over persons subject to the military law of the United States with respect to offenses, including offenses relating to security, punishable by the law of the United States but not by the law in force in the Territory.

(ii) The authorities of the Territory shall have the right to exercise exclusive jurisdiction over members of the United States Forces with respect to offenses, including offenses relating to security, punishable by the law in force in the Territory but not by the law of the United States.

(iii) For the purposes of sub-paragraphs (b) and (c), an offense relating to official secrets or secrets relating to national defense.

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

(i) The military authorities of the United States shall have the primary right to exercise jurisdiction over a member of the United States Forces in relation to

(aa) offenses solely against the property or security of the United States or offenses solely against the person or property of another member of the United States Forces; and

(bb) offenses arising out of any act or omission done in the performance of official duty.

(ii) In the case of any other offense the authorities of the Territory shall have the primary right to exercise jurisdiction.

(iii) If the authorities having the primary right decide not to exercise jurisdiction, they shall notify the other authorities as soon as practicable. The United States authorities shall give sympathetic consideration to a request from the authorities of the Territory for a waiver of their primary right in cases where the authorities of the Territory consider such waiver to be of particular importance. The authorities of the Territory will waive, upon request, their primary right to exercise jurisdiction under this paragraph, except where they in their discretion determine and notify the United States authorities that it is of particular importance that such jurisdiction be not waived.

(d) The foregoing provisions of this paragraph shall not imply any right for the military authorities of the United States to exercise jurisdiction over persons who belong to, or are ordinarily resident in, the Territory, or who are British subjects or Commonwealth citizens or British protected persons, unless they are military members of the United States Forces.

(e) (i) To the extent authorized by law, the authorities of the Territory and the military authorities of the United States shall assist each other in the service of process and in the arrest of members of the United States Forces in the Territory

and in handing them over to the authorities which are to exercise jurisdiction in accordance with the provisions of this paragraph.

(ii) The authorities of the Territory shall notify promptly the military authorities of the United States of the arrest of any member of the United States Forces.

(iii) Unless otherwise agreed, the custody of an accused member of the United States Forces over whom the authorities of the Territory are to exercise jurisdiction shall, if he is in the hands of the United States authorities, remain with the United States authorities until he is charged. In cases where the United States authorities may have the responsibility for custody pending the completion of judicial proceedings, the United States authorities shall, upon request, make such a person immediately available to the authorities of the Territory for purposes of investigation and trial and shall give full consideration to any special views of such authorities as to the way in which custody should be maintained.

(f) (i) To the extent authorized by law, the authorities of the Territory and of the United States shall assist each other in the carrying out of all necessary investigations into offenses, in providing for the attendance of witnesses and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offense. The handing over of such objects may, however, be made subject to their return within the time specified by the authorities delivering them.

(ii) The authorities of the Territory and of the United States shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

(g) A death sentence shall not be carried out in the Territory by the military authorities of the United States.

(h) Where an accused has been tried in accordance with the provisions of this paragraph and has been acquitted or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offense within the Territory. Nothing in this paragraph shall, however, prevent the military authorities of the United States from trying a military member of the United States Forces for any violation of rules of discipline arising from an act or omission which constituted an offense for which he was tried by the authorities of the Territory.

(i) Whenever a member of the United States Forces is prosecuted by the authorities of the Territory he shall be entitled

(i) to a prompt and speedy trial;

(ii) to be informed in advance of trial of the specific charge or charges made against him;

- (iii) to be confronted with the witnesses against him;
- (iv) to have compulsory process for obtaining witnesses in his favor if they are within the jurisdiction of the Territory;
- (v) to have legal representation of his own choice for his defense or to have free or assisted legal representation under the conditions prevailing for the time being in the Territory;
- (vi) if he considers it necessary, to have the services of a competent interpreter; and
- (vii) to communicate with a representative of the United States and, when the rules of the court permit, to have such a representative present at his trial which shall be public except when the court decrees otherwise in accordance with the law in force in the Territory.

(j) Where a member of the United States Forces is tried by the military authorities of the United States for an offense committed outside the areas used by the United States or involving a person, or the property of a person, other than a member of the United States Forces, the aggrieved party and representatives of the Territory and of the aggrieved party may attend the trial proceedings except where this would be inconsistent with the rules of the court.

(k) A certificate of the appropriate United States commanding officer that an offense arose out of an act of omission done in the performance of official duty shall be conclusive, but the commanding officer shall give consideration to any representation made by the authorities of the Territory.

(l) Regularly constituted military units or formations of the United States Forces shall have the right to police the areas used by the United States. The military police of the United States Forces may take all appropriate measures to ensure the maintenance of order and security within these areas.

2. (a) The Government of the United States of America and the Government of the United Kingdom respectively waive all claims against the other of them—

(i) for {sic: For} damage to any property owned by it and used by its land, sea or air armed services if such damage—

(aa) was caused by a member of the armed services or by an employee of a Department with responsibility for the armed services of either Government in the execution of his duties or

(bb) arose from the use of any vehicle, vessel or aircraft owned by either Government 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.

(ii) For injury or death suffered by any member of its armed services while such member was engaged in the performance of his official duties.

(iii) For the purpose 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 either Government).

(b) (i) The United States Government shall, in consultation with the Government of the Territory, take all reasonable precautions against possible danger and damage resulting from operations under this Agreement.

(ii) The United States Government agrees to pay just and reasonable compensation, which shall be determined in accordance with the measure of damage prescribed by the law of the Territory, in settlement of civil claims (other than contractual claims) arising out of acts or omissions of members of the United States Forces done in the performance of official duty or out of any other act or omission or occurrence for which the United States Forces are legally responsible.

(iii) Any such claim presented to the United States Government shall be processed and settled in accordance with the applicable provision of United States law.

*The British Secretary of State for Foreign Affairs
to the American Ambassador*

Foreign Office, London S.W.1.
From the Minister of State

No. AU 1199
30 December, 1966

Your Excellency, I have the honour to acknowledge receipt of your Note No. 25 of the 30th of December, 1966, which reads as follows:

“No. 25, 30 December 1966, Sir: I have the honor { * * * full-text of the foregoing note repeated * * * } Foreign Office, Whitehall, London, S.W.1.”

I have the honour to inform Your Excellency that the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that Your Excellency's Note, together with the Annexes thereto and this reply, shall constitute an Agreement between the two Governments which shall enter into force on this day's date.

I have the honour to be, with the highest consideration,
Chalfont

David K. E. Bruce, C.B.E., etc., etc., etc.,
24/31 Grosvenor Square, W.1.

United Kingdom of Great Britain and Northern Ireland
Naval Communications Facility on Diego Garcia
Agreement Supplementing the Agreement of December 30, 1966.
Effected by Exchange of Notes
Signed at London October 24, 1972; Entered into Force October 24, 1972.

*The British Secretary of State for Foreign and Commonwealth Affairs
to the American Charge d'Affaires ad interim*

Note No. HKT 10/1

Foreign and Commonwealth Office,
London, 24 October 1972

Sir, I have the honour to refer to the Agreement constituted by the Exchange of Notes dated 30 December 1966, between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning the availability of the British Indian Ocean Territory for defence purposes. Pursuant to paragraph 2(b) of that Agreement, I now convey the approval in principle of the Government of the United Kingdom to the construction of a limited naval communications facility on Diego Garcia and propose an Agreement in the following terms:

(1) Scope of the facility

(a) Subject to the following provisions of this Agreement, the Government of the United States shall have the right to construct, maintain and operate a limited naval communications facility on Diego Garcia. The facility shall consist of transmitting and receiving services, an anchorage, airfield, associated logistic support and supply and personnel accommodation. For this purpose immovable structures, installations and buildings may be constructed within the specific area shown in the plan annexed to this Note. The specific area may be altered from time to time as may be agreed by the appropriate administrative authorities of the two Governments.

(b) During the term of this Agreement the Government of the United States may conduct on Diego Garcia such functions as are necessary for the construction, maintenance, operation and security of the facility. For this purpose the Government of the United States shall have freedom of access to that part of Diego Garcia outside the specific area referred to in sub-paragraph (a), but may erect or construct immovable structures, installations and buildings outside the specific area only with the prior agreement of the appropriate administrative authorities of the Government of the United Kingdom.

(c) Delimitation of the specific area shall, subject to the provisions of the BIOT Agreement, in no way restrict the Government of the United Kingdom from constructing and operating their own defence facility within that area, provided

that no technical interference to existing operations will result from such construction and operation.

(2) Purpose. The facility shall provide a link in United States defence communications and shall furnish improved communications support in the Indian Ocean for ships and state aircraft owned or operated by or on behalf of either Government.

(3) Access to Diego Garcia

(a) Access to Diego Garcia shall in general be restricted to members of the Forces of the United Kingdom and of the United States, the Commissioner and public officers in the service of the British Indian Ocean Territory, representatives of the Governments of the United Kingdom and of the United States and, subject to normal immigration requirements, contractor personnel. The Government of the United Kingdom reserves the right, after consultation with the appropriate United States administrative authorities, to grant access to members of scientific parties wishing to carry out research on Diego Garcia and its environs, provided that such research does not unreasonably interfere with the activities of the facility. The Commanding Officer shall afford appropriate assistance to members of these parties to the extent feasible and on a reimbursable basis. Access shall not be granted to any other person without prior consultation between the appropriate administrative authorities of the two Governments.

(b) Ships and state aircraft owned or operated by or on behalf of either Government may freely use the anchorage and airfield.

(c) Pursuant to the provisions of the second sentence of paragraph (3) of the BIOT Agreement, ships and state aircraft owned or operated by or on behalf of a third government, and the personnel of such ships and aircraft, may use only such of the services provided by the facility, and on such terms, as may be agreed in any particular case by the two Governments.

(4) Protection and security. Responsibility for protection and security of the facility shall be vested in the Commanding Officer, who shall maintain a close liaison with the Commissioner. The two Governments shall consult if there is any threat to the facility.

(5) Shipping, navigation and aviation facilities. The Government of the United States shall have the right to install, operate and maintain on Diego Garcia such navigational and communications aids as may be necessary for the safe transit of ships and aircraft into and out of Diego Garcia.

(6) Radio frequencies and telecommunications

(a) Subject to the prior concurrence of the Government of the United Kingdom, the Government of the United States may use any radio frequencies, powers and band widths for radio services (including radar) on Diego Garcia which are necessary for the operation of the facility. All radio communications

shall comply at all times with the provisions of the International Telecommunications Convention.

(b) The Government of the United States may establish such land lines on Diego Garcia as may be necessary for the facility.

(7) Conservation. As far as possible the activities of the facility and its personnel shall not interfere with the flora and fauna of Diego Garcia. When their use is no longer required for the purposes of the facility, the two Governments shall consult about the condition of the three islets at the mouth of the lagoon with a view to restoring them to their original condition. However, neither Government shall be under any obligation to provide funds for such restoration.

(8) Anchorage dues and aviation charges. Collection of dues and charges for use of the anchorage and airfield at Diego Garcia which may be levied by the Commissioner shall be his responsibility. State aircraft and ships owned or operated by or on behalf of the Government of the United States shall be permitted to use the anchorage and airfield without the payment of any dues or charges.

(9) Meteorology. The Government of the United States shall operate a meteorological facility on Diego Garcia and supply such available meteorological information as may be required by the Government of the United Kingdom and the Government of Mauritius to meet their national and international obligations.

(10) Royal Navy element. The Royal Navy element on Diego Garcia shall be under the command of a Royal Navy officer who shall be known as the Officer-in-Charge of the Royal Navy element. He shall be the Representative on Diego Garcia of the Commissioner.

(11) Finance. The Government of the United States shall wholly bear the cost of constructing, operating and maintaining the facility. The Government of the United Kingdom shall be responsible for the pay, allowances and any other monetary gratuities of Royal Navy personnel, for the cost of their messing, and for supplies or services which are peculiar to or provided for the exclusive use of the Royal Navy or its personnel and which would not normally be provided by the Government of the United States for the use of its own personnel.

(12) Fisheries, oil and mineral resources. The Government of the United Kingdom will not permit commercial fishing in the lagoon or oil or mineral exploration or exploitation on Diego Garcia for the duration of this Agreement. Furthermore, the Government of the United Kingdom will not permit commercial fishing or oil or mineral exploration or exploitation in or under those areas of the waters, continental shelf and sea bed around Diego Garcia over which the United Kingdom has sovereignty or exercises sovereign rights, unless it is agreed that such activities would not harm or be inimical to the defence use of the island.

(13) Health quarantine and sanitation. The Commanding Officer and the Commissioner shall collaborate in the enforcement on Diego Garcia of necessary health, quarantine and sanitation provisions.

(14) News broadcast station. The Government of the United States may establish and operate a closed circuit TV and a low power radio broadcast station to broadcast news, entertainment and educational programmes for personnel on Diego Garcia.

(15) Property

(a) Title to any movable property brought into Diego Garcia by or on behalf of the Government of the United States, or by a United States contractor, shall remain in the Government of the United States or the contractor, as the case may be. Such property of the Government of the United States, including official papers, shall be exempt from inspection, search and seizure. Such property of either the Government of the United States or of a United States contractor may be freely removed from Diego Garcia, but shall not be disposed of within the British Indian Ocean Territory or Seychelles unless an offer, consistent with the laws of the United States then in effect, has been made to sell the property to the Commissioner and he has not accepted such offer within a period of 120 days after it was made or such longer period as may be reasonable in the circumstances. Any such property not removed or disposed of within a reasonable time after termination of this Agreement shall become the property of the Commissioner.

(b) The Government of the United States shall not be responsible for restoring land or other immovable property to its original condition, nor for making any payment in lieu of restoration.

(16) Availability of funds. To the extent that the carrying out of any activity or the implementation of any part of this Agreement depends upon funds to be appropriated by the Congress of the United States, it shall be subject to the availability of such funds.

(17) Restriction of rights. The Government of the United States shall not exercise any of the above rights or powers, or permit the exercise thereof, except for the purposes herein specified.

(18) Supplementary arrangements. Supplementary arrangements between the appropriate administrative authorities of the two Governments may be made from time to time as required for the carrying out of the purposes of this Agreement.

(19) Definitions and interpretation

(a) For the purposes of this Agreement "BIOT Agreement" means the Agreement referred to in the first paragraph of this Note: "Commanding Officer" means the United States Navy Officer in command of the facility; "Commissioner" means the officer administering the Government of the British

Indian Ocean Territory; "Diego Garcia" means the atoll of Diego Garcia, the lagoon and the three islets at the mouth of the lagoon.

(b) The provisions of this Agreement shall supplement the BIOT Agreement and shall be construed in accordance with that Agreement. In the event of any conflict between the provisions of the BIOT Agreement and this Agreement the provisions of the BIOT Agreement shall prevail.

(20) Duration and termination. This Agreement shall continue in force for as long as the BIOT Agreement continues in force or until such time as no part of Diego Garcia is any longer required for the purposes of the facility, which ever occurs first.

2. If the Government of the United States of America also approves in principle the construction of the facility subject to the above terms, I have the honour to propose that this Note and the plan annexed to it, together with your reply to that effect, shall constitute an Agreement between the two Governments which shall enter into force on the date of your reply and shall be known as the Diego Garcia Agreement 1972.

I have the honour to be, with high consideration, Sir,
(For the Secretary of State)
(Signature)
Anthony Kershaw

Hon. Earl D Sohm, etc., etc., etc.,
Embassy of the United States,
Grosvenor Square, London, W.1.

*The American Charge d'Affaires ad interim
to the British Secretary of State for Foreign and Commonwealth Affairs*

No. 22
October 24, 1972

Sir, I have the honor to acknowledge receipt of your Note No. HKT 10/1 of October 24, 1972, which reads as follows:

“Sir: { * * * full-text of the foregoing note repeated * * * } I have the honour to be, etc.”

I have the honor to inform you that the Government of the United States of America approves in principle the construction of the facility subject to the terms set out in your Note, and therefore agree that your Note, and the plan annexed to it, together with this reply, shall constitute an agreement between the two Governments which shall enter into force on today's date and shall be known as the Diego Garcia Agreement 1972.

Accept, Sir, the renewed assurances of my highest consideration.
Earl D. Sohm,
Charge d'Affaires ad interim

The Right Honorable Sir Alec Douglas-Home, M.P.,
Secretary of State for Foreign and Commonwealth Affairs, London.

United Kingdom of Great Britain and Northern Ireland
Naval Support Facility on Diego Garcia
Agreement Effected by Exchange of Notes
Signed at London February 25, 1976; Entered into Force February 25, 1976.
With supplementary arrangements and related notes.

*The British Minister of State for Foreign and Commonwealth Affairs
to the American Charge d'Affaires ad interim*

Note No. DPP 063/530/2

Foreign and Commonwealth Office,
London, 25 February 1976

Sir, I have the honour to refer to the Agreement constituted by the Exchange of Notes dated 30 December 1966 between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning the availability of the British Indian Ocean Territory for defence purposes and to the Agreement constituted by the Exchange of Notes dated 24 October 1972 between the two Governments concerning a limited United States naval communications facility on Diego Garcia, British Indian Ocean Territory. Pursuant to paragraph 2(b) of the former Agreement, I now convey the approval in principle of the Government of the United Kingdom to the development of the present limited naval communications facility on Diego Garcia into a support facility of the United States Navy and propose an Agreement in the following terms:

- (1) Scope of the facility
 - (a) Subject to the following provisions of this Agreement, the Government of the United States shall have the right to develop the present limited naval communications facility on Diego Garcia as a support facility of the United States Navy and to maintain and operate it. The facility shall consist of an anchorage, airfield, support and supply elements and ancillary services, personnel accommodation, and transmitting and receiving services. Immovable structures, installations and buildings for the facility may, after consultation with the appropriate administrative authorities of the United Kingdom, be constructed within the specific area shown in the plan attached to this Note, The specific area may be altered from time to time as may be agreed by the appropriate administrative authorities of the two Governments.
 - (b) During the term of the Agreement the Government of the United States may conduct on Diego Garcia such functions as are necessary for the development, use, maintenance, operation and security of the facility. In the exercise of these functions the Government of the United States, members of the United States Forces and contractor personnel shall have freedom of access to that part of Diego Garcia outside the specific area referred to in sub-paragraph (a), but the Government of the United States may erect or construct immovable structures,

installations and buildings outside the specific area only with the prior agreement of the appropriate administrative authorities of the Government of the United Kingdom.

(c) Delimitation of the specific area shall, subject to the provisions of the BIOT Agreement and after consultation with the appropriate United States authorities with a view to avoiding interference with the existing use of the facility, in no way restrict the Government of the United Kingdom from constructing and operating at their own expense their own defence facilities within that area, or from using that part of Diego Garcia outside the specific area.

(2) Purpose. The facility shall provide an improved link in United States defence communications, and furnish support for ships and aircraft owned or operated by or on behalf of either Government.

(3) Consultation. Both Governments shall consult periodically on joint objectives, policies and activities in the area. As regards the use of the facility in normal circumstances, the Commanding Officer and the Officer in Charge of the United Kingdom Service element shall inform each other of intended movements of ships and aircraft. In other circumstances the use of the facility shall be a matter for the joint decision of the two Governments.

(4) Access to Diego Garcia

(a) Access to Diego Garcia shall in general be restricted to members of the Forces of the United Kingdom and of the United States, the Commissioner and public officers in the service of the British Indian Ocean Territory, representatives of the Governments of the United Kingdom and of the United States and, subject to normal immigration requirements, contractor personnel. The Government of the United Kingdom reserves the right, after consultation with the appropriate United States administrative authorities, to grant access to members of scientific parties wishing to carry out research on Diego Garcia and its environs, provided that such research does not unreasonably interfere with the activities of the facility. The Commanding Officer shall afford appropriate assistance to members of these parties to the extent feasible and on a reimbursable basis. Access shall not be granted to any other person without prior consultation between the appropriate administrative authorities of the two Governments.

(b) Ships and aircraft owned or operated by or on behalf of either Government may freely use the anchorage and airfield.

(c) Pursuant to the provisions of the second sentence of paragraph (3) of the BIOT Agreement, ships and aircraft owned or operated by or on behalf of a third government, and the personnel of such ships and aircraft, may use only such of the services provided by the facility, and on such terms, as may be agreed in any particular case by the two Governments.

- (5) Protection and security. Responsibility for protection and security of the facility shall be vested in the Commanding Officer, who shall maintain a close liaison with the Commissioner. The two Governments shall consult if there is any threat to the facility.
- (6) Shipping, navigation and aviation facilities. The Government of the United States shall have the right to install, operate and maintain on Diego Garcia such navigational and communications aids as may be necessary for the safe transit of ships and aircraft into and out of Diego Garcia.
- (7) Radio frequencies and telecommunications
- (a) Subject to the prior concurrence of the Government of the United Kingdom, the Government of the United States may use any radio frequencies, powers and band widths for radio services (including radar) on Diego Garcia which are necessary for the operation of the facility. All radio communications shall comply at all times with the provisions of the International Telecommunications Convention.
- (b) The Government of the United States may establish such land lines on Diego Garcia as may be necessary for the facility.
- (8) Conservation. As far as possible the activities of the facility and its personnel shall not interfere with the flora and fauna of Diego Garcia. When their use is no longer required for the purposes of the facility, the two Governments shall consult about the condition of the three islets at the mouth of the lagoon with a view to restoring them to their original condition. However, neither Government shall be under any obligation to provide funds for such restoration.
- (9) Anchorage dues and aviation charges. Collection of dues and charges for use of the anchorage and airfield at Diego Garcia which may be levied by the Commissioner shall be his responsibility. Aircraft and ships owned or operated by or on behalf of the Government of the United States shall be permitted to use the anchorage and airfield without the payment of any dues or charges.
- (10) Meteorology. The Government of the United States shall operate a meteorological facility on Diego Garcia and supply such available meteorological information as may be required by the Government of the United Kingdom and the Government of Mauritius to meet their national and international obligations.
- (11) United Kingdom Service element. The United Kingdom Service element on Diego Garcia shall be under the Command of a Royal Navy Officer who shall be known as the Officer-in-Charge of the United Kingdom Service element.
- (12) Finance
- (a) The Government of the United States shall bear the cost of developing, operating and maintaining the facility. However, in relation to United Kingdom personnel attached to the facility, the Government of the United Kingdom shall be

responsible for their pay, allowances and any other monetary gratuities, for the cost of their messing, and for supplies or services which are peculiar to or provided for the exclusive use of the United Kingdom Services or their personnel and which would not normally be provided by the Government of the United States for the use of its own personnel.

(b) Except in relation to the United Kingdom Service personnel attached to the facility, logistic support furnished at Diego Garcia by either Government, upon request, to the other Government, shall be on a reimbursable basis in accordance with the laws, regulations and instructions of the Government furnishing the support.

(13) Fisheries, oil and mineral resources. The Government of the United Kingdom will not permit commercial fishing in the lagoon or oil or mineral exploration or exploitation on Diego Garcia for the duration of this Agreement. Furthermore, the Government of the United Kingdom will not permit commercial fishing or oil or mineral exploration or exploitation in or under those areas of the waters, continental shelf and sea-bed around Diego Garcia over which the United Kingdom has sovereignty or exercises sovereign rights, unless it is agreed that such activities would not harm or be inimical to the defence use of the island.

(14) Health, quarantine and sanitation. The Commanding Officer and the Commissioner shall collaborate in the enforcement on Diego Garcia of necessary health, quarantine and sanitation provisions.

(15) News broadcast station. The Government of the United States may establish and operate a closed circuit TV and a low power radio broadcast station to broadcast news, entertainment and educational programmes for personnel on Diego Garcia.

(16) Property

(a) Title to any removable property brought into Diego Garcia by or on behalf of the Government of the United States, or by a United States contractor, shall remain in the Government of the United States or the contractor, as the case may be. Such property of the Government of the United States, including official papers, shall be exempt from inspection, search and seizure. Such property of either the Government of the United States or of a United States contractor may be freely removed from Diego Garcia, but shall not be disposed of within the British Indian Ocean Territory or Seychelles unless an offer, consistent with the laws of the United States then in effect, has been made to sell the property to the Commissioner and he has not accepted such offer within a period of 120 days after it was made or such longer period as may be reasonable in the circumstances. Any such property not removed or disposed of within a reasonable time after termination of this Agreement shall become the property of the Commissioner.

(b) The Government of the United States shall not be responsible for restoring land or other immovable property to its original condition, nor for making any payment in lieu of restoration.

(17) Availability of funds. To the extent that the carrying out of any activity or the implementation of any part of this Agreement depends upon funds to be appropriated by the Congress of the United States, it shall be subject to the availability of such funds.

(18) Representative of the Commissioner. The Commissioner shall designate a person as his Representative on Diego Garcia.

(19) Supplementary arrangements. Supplementary arrangements between the appropriate administrative authorities of the two Governments may be made from time to time as required for the carrying out of the purposes of this Agreement.

(20) Definitions and interpretation

(a) For the purposes of this Agreement "BIOT Agreement" means the Exchange of Notes dated 30 December 1966, between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning the availability of the British Indian Ocean Territory for defence purposes;

"Commanding Officer" means the United States Navy Officer in command of the facility;

"Commissioner" means the officer administering the Government of the British Indian Ocean Territory;

"Diego Garcia" means the atoll of Diego Garcia, the lagoon and the three islets at the mouth of the lagoon.

(b) Questions of interpretation arising from the application of this Agreement shall be the subject of consultation between the two Governments.

(c) The provisions of this Agreement shall supplement the BIOT Agreement and shall be construed in accordance with that Agreement. In the event of any conflict between the provisions of the BIOT Agreement and this Agreement the provisions of the BIOT Agreement shall prevail.

(21) The Diego Garcia Agreement 1972. This Agreement shall replace the Agreement constituted by the Exchange of Notes dated 24 October 1972 between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning a limited United States naval communications facility on Diego Garcia, British Indian Ocean Territory.

(22) Duration and termination. This Agreement shall continue in force for as long as the BIOT Agreement continues in force or until such time as no part of Diego Garcia is any longer required for the purposes of the facility, whichever occurs first.

2. If the Government of the United States of America also approves in principle the development of the facility subject to the above terms, I have the honour to propose that this Note and the plan annexed to it, together with your reply to that effect, shall constitute an Agreement between the two Governments which shall enter into force on the date of your reply and shall be known as the Diego Garcia Agreement 1976.

I have the honour to be, with high consideration, Sir,
Your obedient Servant,
(Signature)
Roy Hattersley

The Honourable Ronald I Spiers
Embassy of the United States of America
Grosvenor Square, London W1A 1AH

*The American Charge d'Affaires ad interim
to the British Minister of State for Foreign and Commonwealth Affairs*

No. 6

February 25, 1976

Sir, I have the honor to acknowledge receipt of your Note No. DPP063/530/2 of 25 February 1976, which reads as follows:

“Sir, { * * * full-text of the foregoing note repeated * * * } and shall be known as the Diego Garcia Agreement 1976.”

I have the honor to inform you that the Government of the United States of America approves in principle the development of the facility subject to the terms set out in your Note, and therefore agrees that your Note, and the plan annexed to it, together with this reply, shall constitute an Agreement between the two Governments which shall enter into force on today's date and shall be known as the Diego Garcia Agreement 1976.

Accept, Sir, the renewed assurances of my highest consideration.

Donald I. Spiers

The Rt. Hon. Roy Hattersley, M.P.,
*Minister of State for Foreign and Commonwealth Affairs,
Downing Street, London, S.W.1.*

Supplementary Arrangements 1976 for Diego Garcia Facility

Preamble

Pursuant to paragraph 19 of the Diego Garcia Agreement 1976 between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning the United States Navy support facility on Diego Garcia, the Ministry of Defence (Navy) and the United States Navy (USN) have made the following supplementary arrangements:

Paragraph 1. Personnel – The USN will establish a manning level for the facility. Representatives of both administrative authorities will jointly decide which positions shall be filled by UK Service personnel. All personnel assigned to Diego Garcia will serve an unaccompanied tour of duty.

Paragraph 2. Military Command – The Officer-in-Charge of the UK Service element will, in matters relating to the operation of the facility, report to the Commanding Officer. The Commanding Officer and the Officer-in-Charge of the UK Service element will establish the manner in which orders and instructions will be complied with, which manner will be consistent with the concept of mutual respect for relative ranks. However, nothing in this paragraph is intended to require obedience to any command inconsistent with the obligation of their respective service laws nor to establish disciplinary power in either officer over members of the Armed Services of the other country.

Paragraph 3. Logistic Support – Subject to Paragraph 4 below, military personnel of both Governments will be entitled to use; upon the same terms and conditions, such recreational, accommodation and messing facilities as are available or as are established for military personnel by either Government. UK Service personnel serving with this facility will be entitled to send and receive mail through the United States Fleet postal system. The USN will, upon request, transport UK Service personnel to and from the facility from such places as may be agreed from time to time by the USN and the Ministry of Defence of the United Kingdom (MOD). For the purpose of such transport UK Service personnel may be accompanied by personal baggage which does not exceed a gross weight of 120 pounds per man. The USN will give sympathetic consideration to requests for transportation of official UK Service visitors. The USN will, upon request, provide such supplies and services on an equivalent basis with USN personnel as may be required by UK Service personnel serving with the facility on Diego Garcia. When these supplies and services are peculiar to the UK Services the MOD will make them available to the USN at a place of places agreed to by the MOD and the USN at the time.

Paragraph 4. Finance – The financial arrangements have been laid down in paragraph 12 of the Diego Garcia Agreement 1976, which reads as follows:

“(a) The Government of the United States shall bear the cost of developing, operating and maintaining the facility. However, in relation to United Kingdom Service personnel attached to the facility, the Government of the United Kingdom shall be responsible for their pay, allowances and any other monetary gratuities,

for the cost of their messing, and for supplies or services which are peculiar to or provided for the exclusive use of the United Kingdom Services or their personnel and which would not normally be provided by the Government of the United States for the use of its own personnel.

(b) Except in relation to UK Service Personnel attached to the facility logistic support furnished at Diego Garcia by either Government, upon request, to the other Government, shall be on a reimbursable basis in accordance with the laws, regulations and instructions of the Government furnishing the support”.

Paragraph 5. Radio Frequencies and Telecommunications – The following procedures for obtaining the prior concurrence of the Government of the United Kingdom to the use of any radio frequencies, powers and band widths for radio services (including radar) on Diego Garcia which are necessary for the operation of the facility, and for international notification, will be followed:

a. Prior to the assignment, or modification of an assignment, of any radio frequency on Diego Garcia, concurrence for the same will be obtained from the United Kingdom through the established military co-ordination channel. This channel is between the Joint Frequency Panel (J/FP), USMCEB and the Defence Signal Staff, Signals 2 (DSS 2) Ministry of Defence, United Kingdom.

b. Upon obtaining such concurrence the United States will transmit to the International Frequency Registration Board (IFRB) notification of the assignment in accordance with existing US/UK frequency co-ordination procedures.

Paragraph 6. Aids to Navigation and Approach Control – The United States may use and maintain existing electronic navigation and landing aids, such as airport surveillance radar, ground controlled approach (GCA), Tacan and instrument landing systems (ILS). If in the future it should be necessary to make significant changes to the present electronic navigation and landing aids or to expand them significantly, this may be done subject to agreement between the MOD and the USN.

Paragraph 7. Scientific Research – If the Government of the United Kingdom wishes to grant access to Diego Garcia to members of scientific parties wanting to carry out research on Diego Garcia and its environs written notice will be given to the United States Department of State or the US Embassy in London at least four weeks prior to the intended visit. This notice will contain the following information:

- a. identification of visiting party, including nationality and names of all members of the party;
- b. scientific purpose;
- c. date of arrival and expected duration;
- d. areas to be utilised;

- e. activities to be conducted;
- f. equipment to be utilised;
- g. services requested from the facility.

Such notice and the response thereto will constitute the consultation referred to in sub-paragraph 3a {sic: 3} of the Diego Garcia Agreement 1976. Scientific parties will, where necessary, be responsible for reimbursing the Government of the United States for any goods and services supplied to them by the USN.

Paragraph 8. Local Administration – The following matters have been authorised by the Commissioner BIOT:

- a. Drivers Licences – United States or United Kingdom motor vehicle drivers licences will be accepted as valid for the operation of all motor vehicles on Diego Garcia.
- b. Medical Services – US medical personnel may perform medical services in Diego Garcia of the same type which such persons are authorised to perform at United States military medical facilities without prior examination or revalidation of their professional certificate by the United Kingdom authorities, and such facilities will be made available to United Kingdom Service personnel. For the purposes of this paragraph, the term “US medical personnel” means the physicians, surgeons, specialists, dentists, nurses and other United States personnel in Diego Garcia who perform medical services, and other doctors of United States nationality or ordinarily resident in the United States employed or contracted in exceptional cases by the United States Forces.
- c. Recreational Fishing – United States personnel and United Kingdom personnel are permitted reasonable recreational fishing on Diego Garcia and its environs without obtaining any licence or paying any fees. Such recreational fishing includes fishing from boats as well as from the shore.

Paragraph 9. Alteration – These Supplementary Arrangements may be altered at any time by the mutual consent of the parties hereto.

Paragraph 10. Interpretation – Unless the context otherwise requires, terms and expressions used herein will have the meanings assigned to them in the Diego Garcia Agreement 1976. In the event of any conflict between the provisions of these Supplementary Arrangements and of the Diego Garcia Agreement 1976 the latter will prevail.

(Signature)
R D Lygo, Vice Admiral

(Signature)
D H Bagley, Admiral

Signed in duplicate at London
The Twentyfifth Day of February 1976

Related Notes

{The American Charge d'Affaires ad interim
to the British Minister of State for Foreign and Commonwealth Affairs}

No. 5
February 25, 1976

Sir, I have the honor to refer to the Diego Garcia Agreement 1976, constituted by the Exchange of Notes of today's date between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America, supplementing the British Indian Ocean Territory Agreement (BIOT Agreement), effected by an Exchange of Notes between the two Governments dated December 30, 1966.

In accordance with the recent discussions between representatives of our two Governments, I have the honor to inform you that the Government of the United States of America, subject to the availability of funds, plans to undertake the following additional construction on Diego Garcia for the United States Navy support facility to be developed there:

Item	Approximate Capacity or Size	
Expanded dredging for fleet anchorage	4,000	acres
Fuel and general purpose pier	550	feet of berthing
Runway extension	4,000	linear feet
Aircraft parking apron	90,000	square yards
Hangar	18,000	square feet
Air operating building addition	2,900	square feet
Transit storage building	4,000	square feet
Aircraft arresting gear	—	
Storage petroleum, oil and lubricants	640,000	barrels
Power plant expansion	2,400	kilowatts
Vehicle repair hardstand	1,200	square yards

Subsistence building addition	3,600	square feet
Cold storage addition	4,200	square feet
Armed forces radio and television station	1,200	square feet
General warehouse addition	13,200	square feet
Utilities	—	
Ready issue ammunition magazine	2,000	square feet
Protective open storage area for munitions	6,000	square yards
Bachelor enlisted quarters	277	men
Bachelor officers quarters	32	men
Receiver building addition	1,300	square feet
Recreational facilities	(Scope to be determined)	
Shed storage	7,100	square feet
Flammable storage	2,700	square feet
Navy exchange warehouse	5,400	square feet
Crash fire station	7,300	square feet
Structural fire station	3,000	square feet
Aircraft washrack	(Scope to be determined)	
Aircraft ready issue refueler	(Scope to be determined)	
Public works shops	16,600	square feet

The foregoing would be in addition to construction for the limited naval communications facility presently on Diego Garcia, regarding which information has previously been provided to United Kingdom authorities.

In the event that further construction should be planned for the facility, it would, of course, be understood that such construction would be subject to the provisions of paragraph 2(b) of the BIOT Agreement as well as paragraph 1(a) or 1(b), as appropriate, of the Diego Garcia Agreement 1976.

Accept, Sir, the renewed assurances of my highest regard,
Donald I. Spiers

The Rt. Hon. Roy Hattersley, M.P.,
Minister of State for Foreign and Commonwealth Affairs,
Foreign and Commonwealth Office
Downing Street, London, S.W.1.

Foreign and Commonwealth Office,
London SW1, 25 February 1976

Sir, I have the honour to acknowledge receipt of your letter of today's date concerning your Government's plans for construction in connection with the development of the present limited naval communications facility on Diego Garcia as a support facility of the United States Navy.

I note the additional construction planned by your Government and your statement concerning further construction. I confirm that your statement is in accordance with the understanding of my Government.

I have the honour to be,
with high consideration,

Sir,
(Signature)

Embassy of the United States of America
Grosvenor Square, London W1A 1AH.

United Kingdom of Great Britain and Northern Ireland
Availability of Certain Indian Ocean Islands for Defense Purposes
Agreement amending the agreement of December 30, 1966
Effected by Exchange of Notes
Signed at London June 22 and 25, 1976; Entered into Force June 25, 1976;
Effective June 28, 1976.

*The British Secretary of State for Foreign and Commonwealth Affairs
to the American Ambassador*

Foreign and Commonwealth Office,
London SW1A 1AH,

No. HKT 040/1
22 June 1976

Her Excellency

The Honourable Anne Armstrong

Your Excellency, I have the honour to refer to recent discussions between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning the Agreement constituted by the Exchange of Notes dated 30 December 1966 concerning the availability of the British Indian Ocean Territory islands for defence purposes (hereinafter referred to as "the Agreement") and to propose that the Agreement be amended by deleting the following words in the opening paragraph:—

“, and the islands of Aldabra, Farquhar and Desroches”

If the foregoing proposal is acceptable to the Government of the United States of America, I have the honour to propose that this Note and Your Excellency's reply to that effect shall constitute an Agreement between the two Governments to amend the Agreement of 30 December 1966 with effect from 28 June 1976.

I have the honour to be,
with the highest consideration,
Your Excellency's obedient Servant,
(for the Secretary of State)
(Signature)
(E N Larmour)

*Embassy of the United States of America
Grosvenor Square, London W1A 1AH.*

*The American Ambassador
to the British Secretary of State for Foreign and Commonwealth Affairs*

Embassy of the United States of America
London, June 25, 1976

Dear Secretary: I have the honor to acknowledge receipt of your Note No. HKT 040/1 of June 22 which reads as follows:

“I have the honour to refer { * * * full-text of the foregoing note repeated * * * } with effect from 28 June 1976.”

In reply I have the honor to inform you that the foregoing proposal is acceptable to the Government of the United States of America which therefore approves Your Excellency's suggestion that your Note and this reply shall constitute an Agreement between the two governments to amend the Agreement of 30 December 1966 with effect from 28 June 1976.

Accept, Sir, the assurances of my highest consideration.
Anne Armstrong

Rt. Hon. Anthony Crosland, M.P.,
*Secretary of State for Foreign and Commonwealth Affairs,
Downing Street, S.W.1.*

*The American Ambassador
to the British Secretary of State for Foreign and Commonwealth Affairs*

Embassy of the United States of America
London, June 25, 1976

Dear Secretary: I have the honor to refer to the Agreement between the United Kingdom and Seychelles as of 29 June 1976 (Independence Day) which, inter alia, makes provision for rights of access, entry, use and establishment on the part of states (referred to as "current users") which immediately before independence of Seychelles enjoyed rights of access, entry, use or establishment with respect to Seychelles.

I am instructed by the Government of the United States, as one such current user, to convey the acknowledgment of my Government of the terms of the aforesaid Agreement, which make provision for or continue rights of the United States.

Accept, Sir, the assurances of my highest consideration.
Anne Armstrong

Rt. Hon. Anthony Crosland, M.P.,
*Secretary of State for Foreign and Commonwealth Affairs,
Downing Street, S.W.1.*

United Kingdom of Great Britain and Northern Ireland
Defense: Naval Support Facility on Diego Garcia
Supplemental arrangement relating to the agreement of February 25, 1976.
Signed at Washington December 13, 1982; Entered into force December 13, 1982.

Supplemental Arrangements of 1982 Relating to the Diego Garcia Facility

Preamble

Pursuant to paragraph 19 of the February 25, 1976 Agreement effected by an exchange of Notes between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning the United States Navy Support Facility on Diego Garcia, the Government of the United Kingdom of Great Britain and Northern Ireland represented by the Foreign and Commonwealth Office and the Government of the United States represented by the Department of State, desiring to make arrangements additional to those made in the Supplementary Arrangements signed on 25 February 1976, have made the following further supplementary arrangements which are to be read as one with the supplementary arrangements of 1976:

Paragraph 1. General – In determining the number of its personnel stationed at any one time on the island and using the island's resources, the United States will give due consideration to the limited resources of the island, in particular drinking water, and the need to conserve the environment.

Paragraph 2. Contractor personnel – If the United States Government intends to introduce large numbers of third country nationals, it will consult Her Majesty's Government, indicating in general terms the numbers concerned, the nationalities and the expected duration of their stay on Diego Garcia.

Paragraph 3. Fresh water – From time to time, or if specifically requested, the United States Commanding Officer will advise the British Government Representative of the adequacy of the fresh water supply on the island and of the arrangements for extracting drinking water. The British Government Representative will be informed of any significant fall in the level of the water table or any significant deterioration in the quality of the water, with a view to jointly agreed remedial action.

Paragraph 4. Dumping – There will be no dumping of vehicles, machinery, equipment or other non-natural waste in the territory of the Chagos Archipelago without the prior approval of the British Government Representative.

Paragraph 5. Dredging and reef blasting – It will be the responsibility of the United States Commanding Officer to ensure that no dredging or reef blasting is conducted in any area where it could cause irremediable damage. Normally, a breadth of live reef of no less than 80 yards will be left intact and free of blasting operations all around the island. If, exceptionally, it is considered necessary to reduce the breadth of the live reef to less than 80 yards at any point, the British Government Representative will be consulted in

sufficient time in advance of the proposed action to enable an assessment of the likely ecological consequences to be made by qualified authorities.

Paragraph 6. Hold-harmless provision – Whenever, pursuant to paragraph (5) of the agreement effected by an Exchange of Notes of December 30, 1966, the United States Government makes facilities available to the United Kingdom Government, the United Kingdom Government will indemnify and hold-harmless the United States Government for any liability incident to the use of such facilities by the United Kingdom Government, its agencies, agents, officers, employees, contractors or other users authorized by the United Kingdom Government.

{Signature}

Nigel Wenban-Smith

On behalf of the Government of the United Kingdom of Great Britain and Northern Ireland

{Signature}

Jonathan T. Howe

On behalf of the Government of the United States of America

December 13, 1982