

No. 2492

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

**Military Agreement (with annexes). Signed at Benghazi, on  
29 July 1953**

*Official texts: English and Arabic.*

*Registered by the United Kingdom of Great Britain and Northern Ireland  
on 18 February 1954.*

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

**Accord militaire (avec annexes). Signé à Bengazi, le 29 juillet  
1953**

*Textes officiels anglais et arabe.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord  
le 18 février 1954.*

No. 2492. MILITARY AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE UNITED KINGDOM OF LIBYA. SIGNED AT BENGHAZI, ON 29 JULY 1953

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The Government of the United Kingdom of Great Britain and Northern Ireland (hereafter referred to as the United Kingdom Government) and the Government of the United Kingdom of Libya (hereafter referred to as the Government of Libya), desiring to give effect to Article 3 of the Treaty of Friendship and Alliance<sup>2</sup> signed at Benghazi on the 29th day of July, 1953, between Her Majesty The Queen of the United Kingdom of Great Britain and Northern Ireland and of Her other Realms and Territories and His Majesty The King of the United Kingdom of Libya, have agreed as follows:—

*Article 1*

CO-OPERATION REGARDING TRAINING METHODS AND EQUIPMENT

The two Governments agree to concert together from time to time with a view to taking appropriate steps to secure that their armed forces attain the necessary efficiency in co-operation with each other and that uniformity of training methods and equipment of their armed forces is established and maintained as far as possible. The United Kingdom Government will use their good offices to facilitate the supply from the United Kingdom of arms, ammunition and equipment for the Libyan armed forces in a manner consonant with the natural continuous development of these forces. Nothing in this Agreement shall, however, oblige Libyan armed forces to serve outside Libyan territory.

*Article 2*

MILITARY FACILITIES IN LIBYA

(1) As a contribution to the maintenance of international peace and security in accordance with the provisions and principles of the Charter of the United Nations, the Government of Libya grant permission to the United Kingdom Government to enjoy for the duration of this Agreement and subject to its terms

<sup>1</sup> Came into force on 7 December 1953 by the exchange of the instruments of ratification at Benghazi, in accordance with article 35. See exchange of notes regarding the operation of this Agreement before the exchange of the instruments of ratification, p. 196 of this volume.

<sup>2</sup> See p. 185 of this volume.

and conditions the facilities within the territory of Libya for military purposes which are hereinafter set forth.

(2) The United Kingdom Government for their part recognise that all members of the British forces in Libya must honour the independence and sovereignty of Libya and respect its laws and abstain from any activities inconsistent with this obligation or with the spirit of the aforesaid Treaty, and in particular abstain from any political activity in Libya. The United Kingdom Government will take appropriate measures to these ends.

### *Article 3*

#### USE OF LANDS FOR MILITARY PURPOSES

(1) The Government of Libya will permit the United Kingdom Government to have the exclusive and uninterrupted use for military purposes of the lands and buildings, and anything therein or thereon, set out in Annex I to this Agreement. The United Kingdom Government will vacate the lands and buildings set out in Annex II to this Agreement within the periods indicated therein, but may use them as aforesaid meanwhile. All lands and buildings used in pursuance of this Agreement by the United Kingdom Government (except the lands referred to in paragraph (3) of this Article) are hereinafter referred to as agreed lands.

(2) The United Kingdom Government may adapt the agreed lands for military purposes, but will not demolish any buildings existing on the land at the time of first entry into occupation of the British forces, or remove trees in any substantial number, without the consent of the Libyan authorities.

(3) The Government of Libya will from time to time make available to the United Kingdom Government areas of land to be agreed between the two Governments to be used for short periods for training and exercise. Such areas shall not be in the neighbourhood of centres of population and shall not be cultivated areas.

(4) The Government of Libya will also take steps to make available for the use of the United Kingdom Government further areas of land of a reasonable size, agreed to be suitable for the reasonable extension of incomplete installations included in Annex I to this Agreement, and for the replacement as necessary of lands or buildings surrendered in accordance with paragraph (1) of this Article.

(5) In general, items may be added to or deleted from the list of agreed lands by agreement between the two Governments.

(6) This Article shall apply to State properties and, subject to the terms of Article 18 of this Agreement, to properties in private ownership.

*Article 4*

## CONTROL OF AIRCRAFT, VESSELS AND VEHICLES

(1) Save as may be otherwise agreed between the two Governments, the United Kingdom Government may exercise full control over aircraft, vessels and vehicles entering, leaving and within the agreed lands.

(2) The Libyan Government shall arrange for such controls over aircraft, vessels and vehicles entering, leaving and within areas near the agreed lands as are agreed by the two Governments to be necessary to carry out the purposes of this Agreement and ensure the security of British forces and property in Libya.

*Article 5*

## RIGHTS OF WAY

At the request of the United Kingdom Government and by agreement between the two Governments, the United Kingdom Government shall be accorded rights, for military purposes, to lay pipes, to construct drainage and irrigation channels and railways and to lay cables and wires, on or over or below the surface of any lands or waters, and to maintain the same. This Article shall apply to State lands and, subject to the provisions of Article 18 of this Agreement, to lands in private ownership.

*Article 6*

## COMMUNICATIONS

Provided that the Government of Libya agree, the United Kingdom Government may construct and maintain necessary roads and bridges, and improve and deepen harbours, channels, entrances and anchorages, affording access to the agreed lands.

*Article 7*

## POWER TO CONSTRUCT AND USE TELEGRAPHIC, TELEPHONIC AND BROADCASTING SYSTEMS

(1) The Government of Libya will permit the United Kingdom Government to construct and use telecommunications systems (including wireless and electromagnetic systems) within the agreed lands and connecting any such lands. These systems may also be connected with the systems of the Government of Libya and with systems outside Libya on terms and conditions to be agreed by the two Governments.

2) The Government of Libya will also permit the United Kingdom Government to construct and use service broadcasting stations within the agreed land.

*Article 8*

GENERATION OF LIGHT AND POWER AND WINNING OF BUILDING AND  
CONSTRUCTION MATERIALS

Within the agreed lands, and elsewhere in Libya by agreement between the two Governments, the United Kingdom Government may, for military purposes—

- (a) generate light and power ;
- (b) search for and win by any means water and indigenous building and construction material such as stone, sand, gravel, earth, gypsum and clay :

Provided that any archæological remains and mineral resources, including petroleum but excluding building and construction material, which the United Kingdom Government discover during their operations under this Agreement, shall remain the property of Libya.

*Article 9*

TRANSMISSION OF COMMODITIES AND GOODS

The United Kingdom Government may, directly or through their contractors and authorised service organisations, transmit to, from, between and within the agreed lands for military purposes light, power, commodities and goods.

*Article 10*

SECURITY OF THE AGREED LANDS

(1) The Government of Libya empower the United Kingdom Government to maintain the security of lives and property within the agreed lands.

(2) In particular no person will be allowed to be in or enter any such lands without permission of a member of the British forces authorised by the competent military authority to give permission. The competent military authority will, however, cause all facilities consistent with security to be given to officials of the Government of Libya to enter any such lands for the purpose of carrying out official duties.

*Article 11*

POSTAL SERVICES

The Government of Libya permit the United Kingdom Government to operate without restriction, by means of post offices established within the agreed

lands, postal services in Libya and to and from Libya, exclusively for the use of the authorities of the United Kingdom Government and of members of the British forces.

*Article 12*

HYGIENE

The United Kingdom Government will do all things in their power that are necessary for the maintenance of hygiene within the agreed lands.

*Article 13*

SURVEYS

The Government of Libya permit the United Kingdom Government to make surveys of any kind in any part of Libya and the adjacent waters (including carrying out aerial photography on which such surveys may be based) for the purpose of operations under this Agreement. The United Kingdom Government will inform the Government of Libya before any survey is made outside the agreed lands and, if the Government of Libya so desire, a representative of the Government of Libya may be present when any survey is made outside the agreed lands ; and the results of such surveys and all data in connexion therewith, such as maps, air photographs, triangulation or other control data, will be supplied by the United Kingdom Government to the Government of Libya. The rights conferred by this Article shall not extend to areas access to which is prohibited by the Government of Libya.

*Article 14*

SPECIAL INSTITUTIONS

The United Kingdom Government may establish within the agreed lands, directly or through authorised service organisations, the institutions necessary to provide canteens, messes and facilities for the social, recreational and cultural activities of, and the sale of goods and commodities to, members of the British forces. These institutions and any authorised service organisations through which they may be established, their equipment, the services they provide and the goods and commodities they sell, will not be subject to any taxes, duties or imposts or to legislative requirements as to the constitution or activities of the institutions or organisations. The United Kingdom Government will take administrative action designed to prevent the resale to unauthorised persons of goods and commodities sold by such institutions and generally to prevent abuse of the privileges granted under this Article and there shall be co-operation between the two Governments to this end.

*Article 15*

## PUBLIC SERVICES AND FACILITIES

Upon the request of the United Kingdom Government and provided the Government of Libya agree that public and private interests in Libya receive no hurt thereby, the public services and facilities in Libya shall, as far as practicable, be made available for the use of the United Kingdom Government and authorised service organisations and members of the British forces. The charges therefor shall be the same as those paid by other users, unless otherwise agreed.

*Article 16*

## UNITED KINGDOM GOVERNMENT PROPERTY

(1) When the United Kingdom Government vacate any part of the agreed lands which is State land, or any lands which they have purchased from a private owner and used for military purposes under this Agreement, permanent constructions erected on the lands at the expense of the United Kingdom Government under or prior to this Agreement shall not be disposed of except with the consent of the Government of Libya.

(2) Permanent constructions erected at the expense of the United Kingdom Government under or prior to this Agreement on private lands rented by them, and used for military purposes under this Agreement, shall become the property of the owner of the land unless otherwise agreed between the United Kingdom Government and the owner.

(3) Except as provided in paragraphs (1) and (2) of this Article, all property constructed, installed, brought into or procured in Libya under or prior to this Agreement by the United Kingdom Government, shall remain the property of the United Kingdom Government and may be removed from Libya free of restrictions, or disposed of in Libya by the United Kingdom Government in agreement with the Government of Libya, at any time before the termination of this Agreement or within a reasonable time thereafter. Any such property not so removed or disposed of before the termination of this Agreement or within a reasonable time thereafter will cease to be the property of the United Kingdom Government and the United Kingdom Government will not be entitled to compensation for such property.

*Article 17*

## VACATING OF LAND

When the United Kingdom Government vacate any State land which has been made available by the Government of Libya under Article 3, they are not obliged to leave such land in the condition in which it was when the use of the land by the United Kingdom Government began, and no compensation shall be payable to or

by the United Kingdom Government in respect of any increase or decrease in the value of the land.

*Article 18*

ARRANGEMENTS WITH PRIVATE OWNERS OF LAND

(1) The two Governments may agree that the use of any lands in private ownership by the United Kingdom Government for military purposes shall be the subject of direct arrangements between the United Kingdom Government and the private owners, and in such case the United Kingdom Government may purchase or rent the lands direct from the private owners or acquire direct from them any interests in or relating to the lands.

(2) If satisfied that there is unreasonable refusal by a private owner, after he has received an offer of equitable compensation, to make available land necessary for the purposes of this Agreement, the Government of Libya will take the necessary steps to ensure that such land is made available. In this event equitable recompense to the owner shall be paid by the United Kingdom Government, by agreement with the Government of Libya.

(3) During or within a reasonable time after the expiry of this Agreement, the United Kingdom Government shall dispose, with the consent of the Government of Libya, of any purchased by them, and used for military purposes, under the provisions of this Agreement.

(4) Subject to the terms of any agreement with the Government of Libya and of any arrangements with the private owners, the lands referred to in this Article will be regarded as agreed lands for the purposes of this Agreement.

*Article 19*

MAINTENANCE AND DEVELOPMENT OF CERTAIN FACILITIES

If the Government of Libya, at the request of the United Kingdom Government, agree to maintain at or develop to a level which would not have been reached but for such request any facilities such as harbours, ports, anchorages, aerodromes, roads or railways in Libya, the United Kingdom Government will make to the Government of Libya a payment of which the basis will be agreed by the two Governments before the proposed work is begun.

*Article 20*

MOVEMENT OF BRITISH FORCES, VESSELS, AIRCRAFT AND VEHICLES

(1) The Government of Libya grant to the British forces and United Kingdom public vessels, aircraft and vehicles, including armoured vehicles, freedom of entry to and egress from and movement between the agreed lands by land, sea or air.



This right shall include freedom from compulsory pilotage and all toll charges. Her Britannic Majesty's Ships may visit Libyan ports on reasonable notification.

(2) The Government of Libya permit United Kingdom public aircraft to fly over and, in an emergency, land on and take off from any of the territory of Libya, including territorial waters. United Kingdom public aircraft shall not, however, fly over towns, except in case of emergency or under conditions to be agreed between the two Governments, nor over areas prohibited by the Government of Libya to foreign aircraft in general. United Kingdom public aircraft shall be permitted to use Libyan airports under the conditions applicable to foreign military aircraft generally, save that they shall enjoy transit facilities at Benina Civil Airport on notification, and that the status of the Royal Air Force at Tripoli Civil Airport shall be governed by Article 21 of this Agreement.

(3) By agreement between the two Governments, the British forces and United Kingdom public vessels, aircraft and vehicles shall have freedom of movement in other districts of Libya for the purposes of this Agreement.

(4) In the exercise of the privileges described in this Article all reasonable precautions will be taken by the United Kingdom Government to avoid damage to Libyan public facilities.

(5) Members of the British forces will, in their individual capacity, enjoy the same freedom of movement in Libya as is enjoyed by foreigners in general. The United Kingdom Government accept the principle that military members of the British forces should not wear uniform in Tripoli and Benghazi when off duty. Normally, therefore, military members of the British forces when in Tripoli and Benghazi will wear civilian clothes when not on duty. In exceptional circumstances, however, the military authorities may, after consultation with the Libyan authorities, issue orders or grant permission to such members to wear uniform. This arrangement will be reconsidered after five years.

#### *Article 21*

##### TRIPOLI CIVIL AIRPORT

(1) Full responsibility for the operation and maintenance of Tripoli Civil Airport shall be assumed as rapidly as possible by the Libyan authorities.

(2) In the meanwhile, the Royal Air Force will continue to afford at their cost such technical and other assistance as may be agreed for the efficient operation of the airport.

(3) The Government of Libya will make available to the Royal Air Force the necessary lands adjacent to the East side of Tripoli Civil Airport to enable them

to reprovide facilities to the extent of those which they enjoy at present in the airport. The latter shall be handed over gradually by the Royal Air Force to the Government of Libya in a period not exceeding five years. The Royal Air Force will continue thereafter to afford to the Libyan authorities when so requested such technical and other assistance as may be agreed between the two Governments.

(4) The Royal Air Force may continue to station in the agreed lands at Tripoli Civil Airport two Squadrons or such other number as may be agreed with the Government of Libya.

### *Article 22*

#### ENTRY INTO, AND DEPARTURE FROM, LIBYA OF THE BRITISH FORCES

(1) The Government of Libya permit the United Kingdom Government to bring into Libya members of the British forces, and to remove any such members from Libya. The United Kingdom Government will keep the Government of Libya informed as to the number of the British forces present in Libya, which shall not exceed such number as shall have been agreed between the two Governments.

(2) Passport and visa requirements will not apply to military members of the British forces, but they will be furnished with appropriate identification cards by the United Kingdom Government and specimens of such cards will be supplied to the Government of Libya. The laws of the Government of Libya will not apply to prevent their admission or departure. Passport and visa requirements will, however, be applicable to other members of the British forces.

(3) No toll charges will be payable in respect of the entry into, or departure from, or movement in Libya of members of the British forces.

### *Article 23*

#### LAWS AS TO REGISTRATION AND CONTROL OF ALIENS NOT APPLICABLE

The Government of Libya exempt members of the British forces from any laws providing for the registration and control of aliens. The United Kingdom Government will take every step open to them to ensure the correct behaviour of all members of the British forces and will provide such information as the Government of Libya may require about the civilian members, bearing in mind their status as members of the British forces.

*Article 24*

## REPATRIATION OF EX-MEMBERS OF THE BRITISH FORCES

The United Kingdom Government shall make provision for the repatriation at their own expense of any member of the British forces who ceases to be such while serving in Libya. This repatriation shall be effected as soon as possible after the change of status takes place. Meanwhile, the United Kingdom Government shall prevent the person in question from being a public charge in Libya. These provisions shall not apply if the Government of Libya permit the person in question to remain in Libya.

*Article 25*

## POSSESSION AND CARRIAGE OF ARMS

Military members of the British forces in Libya may possess and carry arms as required in the performance of official duties.

*Article 26*

## LOCAL PURCHASES

(1) Members of the British forces may purchase locally goods and commodities necessary for their own use or consumption, and such services as they need, under the conditions generally applicable in Libya.

(2) The United Kingdom Government and their contractors and authorised service organisations may purchase locally goods and commodities which they require in connexion with operations under this Agreement and, subject to any wishes expressed by the Government of Libya, it will be the policy of the United Kingdom Government for such goods and commodities to be purchased locally if they are available and of the standard required.

*Article 27*

## EMPLOYMENT OF LOCAL LABOUR

(1) Subject to any wish expressed by the Government of Libya, the United Kingdom Government and their contractors and authorised service organisations shall save in special circumstances employ Libyan civilians provided that they are available and qualified to do the work. The conditions of employment of the Libyan nationals and persons normally resident in Libya shall conform to the conditions generally applicable under Libyan law, with particular reference to wages and extra pay and insurance and conditions for the protection of workers.

(2) At the request of the appropriate Libyan authorities the United Kingdom Government and their contractors and authorised service organisations will deduct and pay to the Libyan authorities, in accordance with the requirements of Libyan law, income tax or any other impost upon the wages which they pay to employees not exempt from taxation under the provisions of this Agreement.

(3) The United Kingdom Government will avail themselves when possible, in agreement with the Government of Libya, of the services of the Departments of Public Works in Libya.

#### *Article 28*

##### VEHICLES AND DRIVING PERMITS

(1) In the case of members of the British forces who hold driving licences valid in the United Kingdom of Great Britain and Northern Ireland, or driving permits issued to them by the competent military authority after they have passed a driving test valid for the issue of driving licences in the United Kingdom of Great Britain and Northern Ireland, the Government of Libya agree either to honour such licences and permits without driving test or fee, or to issue their own driving permits without driving test or fee.

(2) The Government of Libya will not require United Kingdom public vehicles to be licensed under the laws of Libya or to bear the identification marks ordinarily required by the laws of Libya, but all such vehicles will bear identification marks issued by the appropriate authorities of the United Kingdom Government.

(3) The Government of Libya will not require United Kingdom public vehicles to comply with the laws of Libya as regards construction and equipment, but all reasonable precautions will be taken by the United Kingdom Government and authorised service organisations to avoid damage to Libyan public facilities.

#### *Article 29*

##### CUSTOMS LAWS AND REGULATIONS

(1) The United Kingdom Government and their contractors, whether Libyan or otherwise, and authorised service organisations may import into Libya free of customs duty goods and commodities required for the purpose of operations under this Agreement or exclusively for use or consumption by members of the British forces.

(2) Members of the British forces may at the time of their first arrival in Libya or at the time of the first arrival of any of their dependants to join them,

import into Libya free of customs duty their personal effects and household goods and their private motor vehicles for personal use.

(3) The laws and regulations administered by the customs authorities of Libya, including any right to inspect and seize, will not apply to any property imported under this Article nor to any official documents brought into Libya by the United Kingdom Government.

(4) Property imported into Libya under this Article may be exported from Libya without regard to the customs laws and regulations of Libya, but it shall not be disposed of in Libya except for the purpose of operations under this Agreement, or to members of the British forces, or in any other cases authorised by the appropriate authorities of the Government of Libya and subject to such conditions as they may impose.

(5) The United Kingdom Government will take administrative action designed to prevent any such property being disposed of to unauthorised persons and generally to prevent abuse of the privileges granted by this Article and there shall be co-operation between the two Governments to this end.

(6) Property acquired in Libya which is referred to in paragraph (3) of Article 16 may be exported without regard to the customs laws and regulations of Libya.

### *Article 30*

#### MISCELLANEOUS FISCAL PROVISIONS

(1) The temporary presence in Libya of a member of the British forces will constitute neither residence nor domicile therein and will not of itself subject him to any tax, duty or charge in Libya, either on his income or on his movable property the presence of which in Libya is due to his temporary presence there, nor, in the event of his death, will it subject his estate to death duties. This paragraph shall not apply to income derived from any immovable property or from any commercial interests in Libya.

(2) British subjects or corporations organised under the laws of the United Kingdom of Great Britain and Northern Ireland, resident in the United Kingdom of Great Britain and Northern Ireland, shall be exempt from all taxes in respect of income derived under a contract with the United Kingdom Government in connexion with operations under this Agreement, provided that this exemption shall not apply to such persons or corporations who are engaged in business in Libya otherwise than under such contracts with the United Kingdom Government.

(3) No tax, duty or charge will be payable in respect of any such importation or exportation as is referred to in Article 29.

(4) Save as otherwise provided in this Agreement no tax, duty or impost shall be payable by the United Kingdom Government in respect of anything done in Libya (including the acquisition, ownership, possession, occupation, use or disposal of any property) by the United Kingdom Government in connexion with operations under this agreement; but this exemption shall not extend to any payment due in respect of any services rendered.

(5) Nothing in this Article shall exempt any member of the British forces from—

- (a) any fee under the laws of Libya in respect of any privately owned radio or television set;
- (b) any tax or registration fee under the laws of Libya in respect of the possession or use of any privately owned vehicle.

(6) Nothing in this Article shall require the refund or remission by the Government of Libya of any tax, duty or charge payable in Libya on any goods or commodities prior to their acquisition in Libya by the United Kingdom Government or its contractors or by authorised service organisations, except that the Government of Libya will make arrangements to remit all duties and taxes on any fuel, oil and lubricants so acquired which are certified by an authorised officer of the United Kingdom Government to be for the exclusive use of the British forces in connexion with operations under this Agreement. Fuel, oil and lubricants acquired by members of the British forces for their private use shall not be exempt from duties and taxes.

### *Article 31*

#### JURISDICTION—CIVIL MATTERS

(1) The United Kingdom Government will pay equitable compensation in respect of claims which arise out of the performance of their official duties by members of the British forces who are directly employed by the United Kingdom Government, not being claims arising from military operations in war-time; and the courts will not entertain any such claims.

(2) The Government of Libya will pay equitable compensation in respect of claims by the United Kingdom Government or by members of the British forces which arise out of the performance of their official duties by persons who are directly employed by the Government of Libya, not being claims arising from military operations in war-time.

(3) Save as provided in paragraph (1) of this Article, the Libyan Courts shall be entitled to entertain civil cases against members of the British forces. In such cases the competent military authorities shall, on request by the appropriate Libyan authorities, take all measures open to them to secure compliance with the judgments and orders of the Libyan Courts, and, so far as security considerations

allow, to assist the Libyan authorities in the execution of any such judgment or order. A military member of the British forces shall not, however, be liable to be taken out of the service by any judgment or order of a court, and execution of such a judgment or order shall not issue against his person, pay, arms, ammunition, equipment, regimental necessaries and clothing.

*Article 32*

JURISDICTION—CRIMINAL MATTERS

(1) The service tribunals and authorities of the United Kingdom Government may exercise such jurisdiction and authority in relation to members of the British forces as is conferred by the Law of England in the following cases, namely—

- (a) Offences solely against the property of the Government of the United Kingdom, or against the person or property of another member of the British forces ;
- (b) Offences committed solely on the agreed lands ;
- (c) Offences solely against the security of the United Kingdom, including treason, sabotage, espionage or violation of any law relating to official secrets, or secrets relating to the national defence of the United Kingdom ;
- (d) Offences arising out of any act or omission done in the performance of official duty/;

and in every such case where such jurisdiction and authority exist the members of the British forces shall be immune from the jurisdiction of the Libyan Courts.

(2) In other cases the Libyan Courts shall exercise jurisdiction unless the Government of Libya waive their right to exercise jurisdiction. The Government of Libya will give sympathetic consideration to any request from the authorities of the United Kingdom for a waiver of their right in cases where those authorities consider such waiver to be of particular importance, or where suitable punishment can be applied by disciplinary action without recourse to a court.

(3) The Libyan and United Kingdom authorities will assist each other in the arrest and handing over to the appropriate authority of members of the British forces for trial in accordance with the above provisions, and the Libyan authorities will immediately notify the United Kingdom authorities if they arrest any member of the British forces. The Libyan authorities will, if the United Kingdom authorities request the release on remand of an arrested member of the British forces, release him from their custody on the United Kingdom authorities' undertaking to present him to the Libyan Courts for investigatory proceedings and trial when required.

(4) The Libyan and United Kingdom authorities will assist each other in the carrying out of all necessary investigations into offences, and in the collection and production of evidence, including the attendance of witnesses at the trial and the seizure and, in proper cases, the handing over of objects connected with an offence. The handing over of such objects may, however, be made subject to their return within the time specified by the authority delivering them.

(5) Whenever a member of the British forces is prosecuted in a Libyan court he shall be entitled—

- (a) to a prompt and speedy trial ;
- (b) to be informed, in advance of trial, of the specific charge or charges made against him ;
- (c) to be confronted with the witnesses against him ;
- (d) to have compulsory process for obtaining witnesses in his favour, if they are within the jurisdiction of the Libyan Courts ;
- (e) to have legal representation of his own choice for his defence or to have free or assisted legal representation under the conditions prevailing for the time being in Libya ;
- (f) if he considers it necessary, to have the services of a competent interpreter ; and
- (g) to communicate with the United Kingdom authorities and to have a representative of those authorities present at his trial.

(6) The Libyan authorities will notify the United Kingdom authorities of the result of any trial in a Libyan court of a member of the British forces.

(7) Witnesses who are alleged to have committed perjury or contempt of court in proceedings before the service tribunals or authorities of the United Kingdom Government and who are not subject to the law administered by those tribunals and authorities will be turned over to the authorities of the Government of Libya. Provision will be made by the laws of Libya for the trial and punishment of such offenders.

(8) The United Kingdom Government will have the right to police the agreed lands and to maintain order therein and may arrest therein any alleged offenders and, when they are triable by the Libyan Courts, will forthwith turn them over to the Libyan authorities for trial.

(9) Outside the agreed lands, members of the British forces may be employed on police duties by arrangement with the appropriate authorities of the Government of Libya. The Libyan authorities shall be primarily responsible for the protection of cables carrying light, power or communications to any of the agreed lands,



whether such cables are the property of the United Kingdom Government or otherwise, but they may make arrangements with the United Kingdom authorities for the employment of members of the British forces for this purpose. In such cases, the Libyan police with whom members of the British forces may be serving shall have paramount authority with respect to the persons and property of inhabitants of Libya.

*Article 33*

DEFINITIONS

- (1) In this Agreement—
- (a) “the Government of Libya” means the Federal Government of the United Kingdom of Libya ;
  - (b) “the United Kingdom Government” means the Government of the United Kingdom of Great Britain and Northern Ireland ;
  - (c) “the two Governments” means the two Governments above-mentioned ;
  - (d) “British forces” means the personnel of the British land, sea and air armed services (referred to in this Agreement as “the military members”) and accompanying civilian personnel who are employed by or serving with such services directly, or through authorised service organisations. This definition includes also the dependants of such military and civilian personnel but excludes all persons who are nationals of or ordinarily resident in Libya, or whose presence in Libya does not arise from operations under this Agreement ;
  - (e) “dependant” in relation to a person means any of the following, that is to say—
    - (a) the wife or husband of that person ; and
    - (b) any other person wholly maintained by, or in the custody, charge or care of, the first person ;
  - (f) “authorised service organisations” means organisations customarily accompanying the British armed forces and specified in Annex III to this Agreement, and any further organisation of a like kind which the United Kingdom and Libyan Governments shall agree to regard as an authorised service organisation ;
  - (g) “military purposes” means, within the agreed lands and elsewhere as provided in this Agreement, the installation, construction, maintenance, use and operation of military equipment and facilities, including facilities for the training, accommodation, hospitalisation, recreation, education and welfare of members of the British forces ; and the operations of the United Kingdom Government and their contractors and of authorised service organisations under this Agreement ; and the storage of the property of the United Kingdom Govern-

ment and their contractors and authorised service organisations which is in Libya in connexion with operations under this Agreement ;

- (h) "competent military authority" means the officers commanding the branches of the British armed services in Libya ;
- (i) "vessel" includes water-borne craft of all kinds ;
- (j) "goods" includes military equipment and services and construction material ;
- (k) the terms "United Kingdom public vessel" and "United Kingdom public aircraft" mean vessels and aircraft operating under charter or otherwise for the purposes of the armed services of the United Kingdom ;
- (l) "United Kingdom public vehicle" means a vehicle exclusively in the service of the United Kingdom Government or authorised service organisations.

(2) If any doubt arises as to whether any person is a member of the British forces, a certificate that he is such a member signed by an authorised officer will be accepted by the courts of Libya as proof of that fact. The names of the officers authorised to issue such certificates and specimens of their signatures will be notified by the United Kingdom Government to the Government of Libya through diplomatic channels.

(3) A certificate by Her Britannic Majesty's Minister in Libya to the effect that any claim has arisen out of the performance of official duties by a member of the British forces employed by the United Kingdom Government will be accepted by the courts of Libya as proof of that fact.

#### *Article 34*

#### DISPUTES

Any disputes between the Government of Libya and the United Kingdom Government arising out of this Agreement shall, unless otherwise settled or unless other provision is made in this Agreement for such determination, be determined by arbitration by a special tribunal composed of one member appointed by the Government of Libya, one member appointed by the United Kingdom Government, and one member appointed jointly by the two Governments. In the event of the two Governments being unable within two months to agree on the person to be appointed as the third member, the President of the International Court of Justice shall be requested to appoint the third member. If the President is a citizen of the United Kingdom and Colonies or of Libya, the Vice-President shall be requested to act ; and, if he also is such a citizen, the next senior Judge of the Court.

## Article 35

## RATIFICATION AND DURATION OF AGREEMENT

This Agreement shall be subject to ratification and the instruments of ratification shall be exchanged as soon as possible. It shall enter into force on the date of the exchange of instruments of ratification and shall remain in force for a period of 20 years, except in so far as it may be revised or replaced by agreement between the two Governments. It shall in any case be reviewed at the end of 10 years. Before the expiry of a period of 19 years either Government may give to the other through the diplomatic channel notice of termination at the end of the said period of 20 years. If the Agreement has not been so terminated, and subject to any revision or replacement thereof, it shall continue in force after the expiry of the period of 20 years until the expiry of one year after notice of termination has been given by either Government to the other through the diplomatic channel.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE in duplicate at Benghazi this twenty-ninth day of July, 1953, in the English and Arabic languages, both texts being equally authentic.

Signed on behalf of the United  
Kingdom Government :  
[L.S.] A. KIRKBRIDE

Signed on behalf of the Government  
of Libya :  
[L.S.] Mahmud MUNTASSER

## ANNEX I

## TO THE ANGLO-LIBYAN MILITARY AGREEMENT

*Agreed Lands to be retained by the United Kingdom Government for the duration of the Agreement in accordance with Article 3 of the Agreement*

## TRIPOLITANIA

<i>Hiring Number</i>	<i>Description</i>	<i>Location</i>
—	One building as administrative offices to be agreed with the Government of Libya	Tripoli
4524	Former seaplane hangar at Karamanli Mole . . .	Tripoli
4561	Part of Idrescole Building in port area . . . . .	Tripoli
—	Land at Feshlum oil depôt (East and West) for additions to oil tanks	Tripoli
839	Ice plant and cold store at Porta Benito . . . . .	Tripoli

<i>Hiring Number</i>	<i>Description</i>	<i>Location</i>
1110	War Cemetery and British Military Cemetery . . .	Tripoli
4529	Miani Barracks . . . . .	} Miani
634	Prinn Barracks . . . . .	
4503	Medinina Barracks . . . . .	
4516 & 6502	Gurgi Barracks, land at Gurgi Gate and Fort . .	Gurgi
4526	Keren Barracks . . . . .	Ainzara
L. 8	406,000 sq. metres of State land—site of former Italian Ammunition Depôt	Ainzara
4522	} Kassala Barracks with land at 27th Km. Tripoli—Homs Road, and land East of the Barracks extending to the coast	Tagiura
L. 9		
L. 9A		
L. 9B		
L. 8A	Land for bathing beach . . . . .	N. of Road Tripoli-Zavia.
1621	} Tarhuna Barracks with land East and South of the Barracks	Tarhuna
L. 10		
L. 11	} 20 Acres of Land North of Tarhuna Barracks . .	Tarhuna
TA 18A		
1363	} North and South Barracks with 25 adjacent buildings and United Kingdom Government owned power station with dependent land; also land located West and North of North Barracks	Sabratha
1367		
4535		
4525		
L. 1		
2842	} Homs Barracks with land on South and South-West	Homs
L. 12 & L. 12A		
1343	4 buildings Nos. 9, 10A, 10B, 11A, 11B and 12 . .	Homs
4542	Former Customs House . . . . .	Homs
L. 13	} Former landing ground and land near coast . . .	Homs
L. 14		
3135	} Misurata Barracks with single storey building, derelict bungalow and land to the South-West	Misurata
B. 4, B. 5		
L. 15, L. 15A	} House and compound in Via Litoranea South-East of Barracks	Misurata
B. 8		
L. 16	} Unfinished buildings near railway station . . . .	Misurata
B. 6		
B. 7	} 440 hectares of rough coastal land . . . . .	Misurata
L. 17		
L. 18		

Property for the use of the Royal Air Force at Tripoli Civil Airport in accordance with the terms of Article 21 of this Agreement.

Generally, all property hired by the British forces in Tripolitania from private owners outside a 5 mile radius from the centre of Tripoli, and property so hired within that radius for residential purposes.

*Ranges and Regular Training Areas held for the use of the British forces*

<i>Serial Number</i>	<i>Description</i>	<i>Location</i>
3, 4, 5 and 7	General Training Areas and anti-tank ranges . . .	Near Sabratha
9	} General Training Area . . . . .	West of Tripoli
10		

<i>Serial Number</i>	<i>Description</i>	<i>Location</i>
11	General Training Area . . . . .	South of Ainzara
14	} Classification Range and General Training Area . .	Adjoining Kassala
15		Barracks, Tagiura.
20	General Training Area . . . . .	Homs
24	General Training Area . . . . .	Misurata
16	General Training Area, Field Firing Area . . . . .	Tarhuna
17	General Training and Field Firing Area . . . . .	El Amara
18	General Training Area . . . . .	Tarhuna
RAF/4	Air to ground firing and bombing range . . . . .	West of Tarhuna
RAF/5	Aircraft and ejection trial area . . . . .	Tarhuna

## CYRENAICA

<i>Hiring Number</i>	<i>Description</i>	<i>Location</i>
2062	Duca D'Aosta Barracks and Land . . . . .	Benghazi
—	Harbour facilities: land for construction of new Depôt	Benghazi
2312, 328	} Ammunition Depot . . . . .	near Benghazi
394		
281	Land used as British Military Cemetery . . . . .	Benghazi
397	Gypsum Quarries . . . . .	14.6 Km. Benghazi-Barce Road.
691, 723, 760,	} Barce Barracks and land . . . . .	Barce (El Marj)
727, 762, 763,		
765		
729		
1177, 3099,	} East Barracks and land . . . . .	Derna
3093, 3094,		
3066		
1020	Flat and Office Via Balbia . . . . .	Derna
1023	No. 84 Via Balbia . . . . .	Derna
3086	Church . . . . .	Derna
3092	Army Education Centre and School . . . . .	Derna
3097	Building in Via Salsa . . . . .	Derna
3098	5 Via Edolo . . . . .	Derna
1376, 1380,	} Land used for tennis court, bathing beach and playing field	Derna
1387		
1354, 1383	Camp Site (West Gate) . . . . .	Derna
1392	Land at Via Edolo . . . . .	Derna
1394	Property at Lighthouse and B.S.H. area . . . . .	Derna
1355	Dental Centre . . . . .	Derna
Land for pump house, booster pump house		Ain Debusir and near Giovanni Berta
8001	Land for camp . . . . .	Benina Road
2512, 2600,	} Barracks, buildings and land . . . . .	Tobruk
2601, 2603,		
2605, 2606		
2510		
2521	Petrol Depôt	Tobruk
	Single storey building near Navy House . . . . .	Tobruk

<i>Hiring Number</i>	<i>Description</i>	<i>Location</i>
2523, 2524, 2525, 2629, 2630, 2639	} Various buildings known as Blocks 9, 11, 14 and buildings adjacent thereto	Tobruk
2583		Tobruk
2591	Squash court at Lungomare Gallarati Scotti . . .	Tobruk
2607	Building east of Power House . . . . .	Tobruk
2609	Other Ranks Club (Windy Corner) . . . . .	Tobruk
2610	Church . . . . .	Tobruk
2614	3 water tanks . . . . .	Tobruk
2523	Cold Store . . . . .	Tobruk
2647	Building opposite main wharf . . . . .	Tobruk
2617	Land east of harbour used as Lido . . . . .	Tobruk
2618	Tennis court . . . . .	Tobruk
2658	Rifle Range . . . . .	Tobruk
2660	Land inside dock area . . . . .	Tobruk
2661, 2662	Land west of Tobruk town ; former Italian Naval Oil Installation, with further area immediately to the North	Tobruk
2663	Land in Tobruk Harbour lying North of No. 4 jetty	Tobruk
2664	} Land at Pilastrino including system of underground passages and storage chambers	Tobruk
2668		Tobruk
2665	Land east of Tobruk/Bardia Road including system of tunnels and chambers	Tobruk
2666	Land at 1st and 2nd Kms. lying North-West of El Adem Crossroads, including systems of underground chambers	Tobruk
RAF/1	Land with Sea Plane Hangar and Workshop . . .	Tobruk
RAF/2	Land inside dock area adjacent to No. 1 Jetty . .	Tobruk
RAF/3	Land with W/T Building . . . . .	Tobruk
2625	Airfield Land and Buildings, 2225 Hectares . . .	El Adem
RAF/7	Land for bombing range . . . . .	El Adem

Generally, all property hired by the British forces in Cyrenaica from private owners outside a radius of 5 miles from the centre of Benghazi, and property so hired within that radius for residential purposes.

*Ranges and Regular Training Areas held for the use of the British forces*

<i>Serial Number</i>	<i>Description</i>	<i>Location</i>
2, 5, 10, 11, 12	Rifle ranges and general training areas . . . . .	South of Barce
6, 7, 18, 19	Rifle ranges and general training area . . . . .	East of Derna
8	Rifle range . . . . .	Tobruk
15	} General Training Area and Field Firing Area . . .	near Benina
16		

## ANNEX II

## TO THE ANGLO-LIBYAN MILITARY AGREEMENT

*Property to be vacated by the United Kingdom Government in accordance with the provisions of Article 3 of the Agreement*

The following properties shall be vacated within the periods shown herein, which shall run from the date on which the Government of Libya sign their instrument of ratification of this Agreement :—

## TRIPOLITANIA

## Tripoli

<i>Hiring Number</i>	<i>Description</i>	<i>Period within which to be vacated</i>
11, 1013	Lanka Barracks . . . . .	Immediately
1098	Villa Filauri . . . . .	Immediately
119, 5421	Marina Barracks . . . . .	Within 1 year, the front buildings of Marina Barracks being vacated in advance as soon as possible.
4560	Cinema Estivo (E.T.A.L.) . . . . .	
4556	5 Via Bergamo . . . . .	As soon as possible within 1 year.
4532	Radio Station . . . . .	1 year
	One Flat at 104 Sciara A. Pelt . . . . .	1 year
	One Flat at 3/2 Francesco Barraca . . . . .	1 year
	One Flat at 76 Sciara A. Pelt . . . . .	1 year
	Two Flats at 60 Sciara A. Pelt . . . . .	1 year
	Four Flats at 78/80 Sciara A. Pelt . . . . .	1 year
	Four Flats at 98/102 Sciara A. Pelt . . . . .	1 year
	Two Flats at Sciara Sciatt . . . . .	1 year
	Bath Club Sciara A. Pelt . . . . .	1 year
	Annex to Grand Hotel . . . . .	1 year
1191	NAAFI direct holdings at Porta Benito . . . . .	1 year
1197	Rifle range 3 ½ Km. Tripoli-Zavia Road . . . . .	1 year
	1780 sq. metres "Principe di Piemonte". (Yacht Club).	1 year
90	Mareth Barracks . . . . .	2 years
4507	Cavalry Barracks . . . . .	3 years subject to arrangement for joint use, meanwhile, with the P.W.D. of Tripolitania.
89	Azizia Barracks . . . . .	5 years
88	Gialo Barracks and Annex . . . . .	5 years
411	Military Bakery at Via Colombo . . . . .	5 years
1068	Bathing Beach at Via Cannizzaro . . . . .	5 years
1089	Block of 6 flats Via Gen. Pollio . . . . .	5 years
1335	Bungalow at Kufra Barracks . . . . .	5 years
	Caneva Hospital (to be released earlier if possible) .	5 years
1186/1-6	Incomplete expropriation North of Azizia Barracks	5 years
1180	Former ex Campo Add 20° Regg. Genio . . . . .	5 years

<i>Hiring Number</i>	<i>Description</i>	<i>Period within which to be vacated</i>
	All other property within a radius of 5 miles from the centre of Tripoli not included in Annex I to this Agreement	5 years
	Property held by the Royal Air Force at Tripoli Civil Airport . . . . .	5 years subject to the provisions of Article 21 of this Agreement.
<i>Zavia</i>		
1921	South and Part of East Barracks . . . . .	1 year
1382	ENTECOL House at Km. 34 Tripoli-Zavia Road	1 year
1338, 1347, 1356 & 32	14 Buildings adjacent to North Barracks . . . . .	1 year
<i>Homs</i>		
1366	3 S.C.A.P.L.I. Houses . . . . .	Immediately
4545	State-owned building north of Leptis Magna Hotel	1 year
	ENTECOL House Km. 34 Tripoli-Homs Road . . . . .	1 year
1366	7 S.C.A.P.L.I. Houses . . . . .	2 years
<i>Misurata</i>		
	Part of ex-Autogruppo Buildings . . . . .	1 year
CYRENAICA		
<i>Benghazi</i>		
32	2 storey building . . . . .	1 year
2047	2 storey building . . . . .	1 year
2093	2 storey building . . . . .	1 year
2119	2 storey building . . . . .	1 year
2450	Torelli Barracks (to be released earlier if possible) . . . . .	1 year
6514	Villa . . . . .	1 year
6579	} Benina premises	1 year
7080		
7081		
	Municipal slaughter-house . . . . .	1 year
6545	Single storey building . . . . .	1 year
9	Hospital Hall . . . . .	1 year
2209/2267	Estate of Andrea Fontana . . . . .	1 year
	Hospital Benghazi . . . . .	as soon as an alternative hospital is completed by the Cyrenaican P.W.D. to U.K. plans and specifications (provided the plans and specifications and necessary funds are made available within 3 months, but if they are not so made available then the Hospital shall be evacuated within 1½ years).



<i>Hiring Number</i>	<i>Description</i>	<i>Period within which to be vacated</i>
All other property within a radius of 5 miles from the centre of Benghazi not included in Annex I to this Agreement: (this category shall include the laundry (Hiring 6554) at COEFFIA)		5 years
<i>Jebel District</i>		
	Half of Battisi Staging Camp . . . . .	Immediately
	Cyrene Hotel, Cyrene . . . . .	At 3 months' notice
728	5 S.C.A.P.L.I. Bungalows at Barce . . . . .	1 year
	Half of Battisti Staging Camp . . . . .	2 years
728	5 S.C.A.P.L.I. Bungalows at Barce . . . . .	2 years
<i>Derna District</i>		
3052	NAAFI Officers' Club, Derna . . . . .	1 year
1123	British Station Hospital, Derna (to be released earlier if possible)	1 ½ years
3065	One storey building, Derna . . . . .	5 years
3079	2 storey building, Derna . . . . .	5 years
3078	2 storey building, Derna . . . . .	5 years
	INCIS buildings . . . . .	5 years
	West Barracks, Derna . . . . .	5 years
<i>Tobruk District</i>		
2522	Group of buildings, N. Navy House, Tobruk . . .	1 year
2520	Half of block of bungalows, N. Navy House, Tobruk	1 year
2611	3 small bungalows, adj. H.Q., Tobruk . . . . .	1 year
2636/2637	2 buildings, via Tripoli, Tobruk . . . . .	1 year
2569	2 storey building, via Torino, Tobruk . . . . .	1 year
2582	2 bungalows, via Tripoli, Tobruk . . . . .	1 year
2520	Half of block of bungalows, N. Navy House . . .	2 years

## ANNEX III

## TO THE ANGLO-LIBYAN MILITARY AGREEMENT

*Authorised Service Organisations*

1. Navy, Army & Air Force Institutes (N.A.A.F.I.).
2. Combined Services Entertainment.
3. Army Kinema Corporation.
4. Royal Air Force Cinema Corporation.
5. Services Central Book Depôt.
6. Forces Broadcasting Service.
7. British Red Cross Society and Order of St. John.
8. Soldiers', Sailors' & Airmen's Families' Association (S.S.A.F.A.).
9. Council of Voluntary Welfare Organisations (C.V.W.W.) and subsidiaries—  
Salvation Army.  
Young Men's Christian Association (Y.M.C.A.).  
Methodist & United Board Churches.
10. Soldiers' & Airmen's Scripture Readers' Association.
11. Forces Help Society and Lord Roberts' Workshops.