

UNITED STATES  
OF  
AMERICA



Treaty Series No. 22 (1987)

# 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 Defence Areas  
in the Turks and Caicos Islands

Washington, 18 December 1984

[The Agreement entered into force on 18 December 1984 with effect from 1 March 1984]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
July 1987*

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**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 UNITED STATES DEFENCE AREAS IN THE TURKS  
AND CAICOS ISLANDS**

No. 1

*The Department of State of the United States of America  
to the British Embassy at Washington*

The Department of State refers the Embassy of the United Kingdom of Great Britain and Northern Ireland to the agreement between the two Governments concerning United States defense areas in the Turks and Caicos Islands (Defense Areas Agreement) signed in Washington on December 12, 1979<sup>(1)</sup>, which remains in force through December 31, 1988, and in particular to paragraph 2(c) of the Annex thereto. The Department of State further refers to a series of recent discussions between representatives of the two Governments concerning the submarine communications cable, owned and operated by the United States Government, that passes through the territory of the Turks and Caicos Islands (TCI); Federal Aviation Administration (FAA) air traffic control facilities located on Grand Turk Island; and the establishment of a radio relay station of the United States Information Agency (USIA) in the Turks and Caicos Islands.

In this connection, the Department of State proposes the following:

**The Submarine Communications Cable**

1. The submarine communications cable, and that equipment located within the territory under the jurisdiction of the Government of the TCI and used in the operation and maintenance thereof, is and shall remain the property of the United States Government.

2. The United States shall enjoy those rights necessary for and relevant to the operation and maintenance of the submarine communications cable, subject only to such charges set forth in a lease agreement (*Lease*) between the FAA and the Government of the Turks and Caicos Islands.

3. At such time as the United States no longer requires the use of the submarine communications cable and related equipment, the United States may, at its option, dispose of any such cable and equipment located within the territory under the jurisdiction of the TCI by transfer to another party acceptable to both the United States and the United Kingdom, removal to another location, or abandonment in place.

**FAA Activities**

4. FAA facilities and activities in the Turks and Caicos Islands and payment therefor shall be governed by the *Lease*.

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<sup>1</sup>Treaty Series No. 42 (1980), Cmnd. 7915.

5. FAA personnel and FAA contractor personnel who enter the TCI for the purposes of this Agreement or the Lease shall be exempt from passport and visa requirements, immigration inspection, and any registration or control as aliens.

6. (a) No taxes or duties of customs shall be imposed upon the importation or exportation of:

(i) materials and equipment imported by or for the use of the FAA and FAA contractors for the purposes of this Agreement;

(ii) the personal effects and household goods, including privately owned automobiles, imported by members of the FAA, FAA contractors and contractor personnel on first arrival in the TCI or within six months thereafter and related thereto.

(b) No excise, consumption or other duty shall be levied or charged on any goods or materials purchased locally by or for the use of the United States Government for the purposes of this Agreement or the Lease.

(c) Where the legal incidence of any form of taxation in the TCI depends on residence or domicile, periods during which FAA personnel, FAA contractors or contractor personnel are in the TCI solely by reason of this Agreement or the Lease shall not be considered as periods of residence (or as creating a change of residence or domicile) for the purposes of such taxation. FAA personnel, FAA contractors and contractor personnel shall be exempt from taxation in the TCI on the salary and emoluments received by them as such, on any tangible moveable property within the area covered by the Lease and on the ownership of such property outside the area covered by the Lease which is in the TCI solely by reason of this Agreement or the Lease.

(d) Nothing in this paragraph shall prevent taxation of FAA personnel, FAA contractors or contractor personnel with respect to any profitable enterprise other than their employment as such in which they may engage in the TCI, and except as regards salary and emoluments and the tangible moveable property referred to in the preceding paragraph, nothing in this paragraph shall prevent taxation to which, even if regarded as resident or domiciled outside the TCI, such persons are liable under the law of the TCI.

(e) United States Government vehicles shall be exempt from all fees, taxes and other charges. Each vehicle shall carry in addition to its registration number a distinct nationality mark in front and rear. A list of all such vehicles and their registration numbers shall be furnished to the Government of TCI. Privately owned automobiles imported by FAA personnel and FAA contractor personnel which qualify for exemption under paragraph 6(a)(ii) of this Agreement shall also be exempt from Motor Vehicles Tax, or any other tax, duty, or charge of a similar nature.

(f) The authorities of the FAA and of the TCI shall collaborate in measures to be taken to prevent abuse of the privileges granted under this paragraph.

7. (a) Save as is expressly provided in this Agreement, nothing herein shall be so construed as to impair the authority of the Government of the United Kingdom or of the Government of the TCI with regard to the affairs of the Government of the United Kingdom or of the TCI.

(b) FAA personnel, FAA contractors and contractor personnel in the TCI for the purposes of this Agreement or the Lease shall respect the laws of the TCI and refrain from any activity inconsistent with the spirit of this Agreement. Such personnel shall not take part directly or indirectly in the political affairs of the TCI.

(c) In the exercise of the privileges granted under this Agreement, and in the use of facilities and activities governed by the Lease, the United States Government shall take every practicable measure to ensure the safety and safeguard the interests of the peoples of the TCI.

8. (a) The United States authorities shall have exclusive right to exercise criminal jurisdiction over FAA personnel, FAA contractors, and FAA contractor personnel in relation to:

- (i) offenses solely against the property or security of the United States or offenses solely against the person or property of any other FAA personnel, FAA contractor, or FAA contractor personnel;
- (ii) offenses arising out of any act or omission done in the performance of official duty.

(b) In the case of any other offenses, the authorities of the TCI shall have the exclusive right to exercise criminal jurisdiction.

#### **USIA Activities**

9. Any USIA facilities and activities and the status of any USIA personnel and contractor personnel in the Turks and Caicos Islands shall be governed by an agreement between the Government of the United States and the Government of the United Kingdom concerning the establishment of a radio relay station in the Turks and Caicos Islands.

#### **Duration and Termination**

10. This Agreement shall be valid for twenty years from the date of entry into force. Upon the expiration of the twenty year period, this Agreement shall remain in force until one year from the day on which either Government shall give written notice to the other of its intention to terminate the Agreement.

If the foregoing proposals are acceptable to the Government of the United Kingdom, the Department of State proposes that this Note, together with the reply to that effect, shall constitute an Agreement between the two Governments which shall enter into force on the date of the reply with effect from March 1, 1984.

Department of State,  
Washington,  
December 18, 1984

No. 2

*Her Majesty's Embassy at Washington  
to the Department of State of the United States of America*

Her Britannic Majesty's Embassy has the honour to acknowledge the Department of State's Note of today's date, which reads as follows:

[As in No. 1]

The Embassy has the honour to inform the Department of State that the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that the Department of State's Note, together with the present reply, shall constitute an agreement between the two Governments in this matter.

The Embassy avail themselves of this opportunity to renew to the Department of State the assurance of their highest consideration.

British Embassy, Washington DC  
18 December 1984

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