

No. 30686

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

**and
OMAN**

**Agreement concerning the vacation of the British Embassy
Compound in Muscat and the provision of new British
Embassy premises (with annexes). Signed at Muscat on
4 January 1993**

Authentic texts: English and Arabic.

Authentic text of the annexes: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 18 February 1994.*

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

**et
OMAN**

**Accord relatif à l'abandon du complexe de l'Ambassade bri-
tannique à Mascate et l'acquisition des nouveaux locaux
de l'Ambassade britannique (avec annexes). Signé à
Mascate le 4 janvier 1993**

Textes authentiques : anglais et arabe.

Texte authentique des annexes : anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 18 février 1994.*

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE SULTANATE OF OMAN CONCERNING THE VACATION OF THE BRITISH EMBASSY COMPOUND IN MUSCAT AND THE PROVISION OF NEW BRITISH EMBASSY PREMISES

The Government of the United Kingdom of Great Britain and Northern Ireland (“The Government of The United Kingdom”), and The Government of The Sultanate of Oman (“The Government of the Sultanate of Oman”),

Wishing to arrange for the vacation of the existing British Embassy premises and the provision of new British Embassy premises with freehold title;

Have agreed as follows:

ARTICLE 1

The Government of the United Kingdom shall:

- (a) on or before 31 January 1993 vacate that part of the existing British Embassy premises marked in red as “Site Area A” on the plan attached at Annex A;
- (b) on or before 1 January 1995, vacate the remainder of the existing British Embassy premises marked in green as “Site Area B” on the plan attached at Annex A;
- (c) on or before 1 January 1995, vacate the additional site at the existing British Embassy premises known as the British Embassy tennis court, marked in yellow as “Site Area C” on the plan attached at Annex A;
- (d) on or before 1 January 1995, vacate the additional site at the existing British Embassy premises known as the British Embassy Escort Lines, marked in red as “Site Area D” on the plan attached at Annex B.

ARTICLE 2

The Government of the Sultanate of Oman shall take sole possession of and responsibility for those parts of the existing British Embassy premises specified in Article 1 of this Agreement on the day following the date of vacation by the Government of the United Kingdom.

¹ Came into force on 4 January 1993 by signature, in accordance with article 6.

ARTICLE 3

The Government of the Sultanate of Oman shall:

- (a) in accordance with the schedule set out below, pay to the Government of the United Kingdom the sum of ten million pounds sterling (£10,000,000) by way of contribution towards the cost of relocating the British Embassy:
 - (i) two million five hundred thousand pounds sterling (£2,500,000) upon signature of this Agreement by both parties; and
 - (ii) two million five hundred thousand pounds sterling (£2,500,000) not later than 31 January 1993; and
 - (iii) two million five hundred thousand pounds sterling (£2,500,000) not later than 31 March 1993; and
 - (iv) two million five hundred thousand pounds sterling (£2,500,000) not later than 30 September 1993.
- (b) upon the date on which this Agreement enters into force, transfer absolutely ownership and title to the Government of the United Kingdom of the site at Al-Khuwair, known as site no. 33, which is marked in red as “ Site Area E ” on the plan attached at Annex C, for the purposes of construction of a new British Embassy and related accommodation, such site to include additionally the area of land marked in yellow as “ Site Area F ” on the plan attached at Annex C and the existing vehicle access way and existing sub-station site marked in green as “ Site Area G ” on the plan attached at Annex C;
- (c) provided the proposed buildings at Al-Khuwair (Site Area E) conform to the laws and regulations enforced by the Muscat Municipality and planning authorities, authorise planning consent for the proposed buildings.

ARTICLE 4

The Government of the Sultanate of Oman shall:

- (a) transfer absolutely ownership and title to the Government of the United Kingdom of the site at Rawdha marked in red as “ Site Area H ” on the plan attached at Annex D, for the purpose of constructing the Residence of the Ambassador of the United Kingdom of Great Britain and Northern Ireland;
- (b) provided the proposed buildings at Rawdha (Site Area H) conform to the laws and regulations enforced by the Muscat Municipality and planning authorities, authorise planning consent for the proposed buildings;
- (c) in addition to the existing access to Site Area H from the public highway, grant a vehicular right of way to the Government of the United Kingdom over the tracks to the south of Site Area H on to the public highway.

ARTICLE 5

In order to secure freehold title to the sites specified in Articles 3 and 4 above for the Government of the United Kingdom, the Government of the Sultanate of Oman shall take all necessary steps according to the law. Such title shall, however, be subject to the following matters:

- (a) such ownership and title are exclusively for the purpose of occupation as the British Embassy with related accommodation and as the Ambassadorial Residence and cannot be assigned or transferred in any way whatsoever to any third party;
- (b) in the event that the Government of the United Kingdom has no further need for the sites for the purposes mentioned above they shall notify that fact to the Government of the Sultanate of Oman in writing. Title to the sites shall revert to the Government of the Sultanate of Oman three months after such notification;
- (c) the sea shore shall not be part of either property. It may be used by the Embassy and Residence, but may not be fenced or otherwise interfered with.

ARTICLE 6

This Agreement shall enter into force on the date of signature.

In witness whereof the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done in duplicate at Muscat this fourth day of January, 1993, in the English and Arabic languages, the two texts being equally authoritative. In case of divergence between the two texts the English text shall prevail.

For the Government
of the United Kingdom of Great Britain
and Northern Ireland:

T. J. CLARK

For the Government
of the Sultanate of Oman:

QAIS ZAWAWI