



PARLAMENT TA' MALTA

IT-TNAX-IL LEGIŻLATURA

P.L. 8255

Dokument imqiegħed fuq il-Mejda tal-Kamra tad-Deputati fis-Seduta Numru 468 tat-12 ta' Jannar 2017 mill-Ministru għat-Trasport u l-Infrastruttura, f'isem il-Ministru għall-Ġustizzja, Kultura u Gvern Lokali.

Raymond Scicluna
Skrivan tal-Kamra

Today the sixteenth (16th) day of December of the year two thousand and sixteen (2016)

Deed No.

130

Guardianship Deed

Before me Doctor Keith Francis German, Chief Notary to Government, personally came and appeared as identified by the here under mentioned documents:

Doctor Anthony Pace, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on 25/01/1962 and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed; in his capacity as Superintendent of Cultural Heritage for and on behalf of Government, (hereinafter referred to as "the Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta;

and

The second party, **Mario Farrugia**, son of Amabile Farrugia and Josephine nee' Dimech born in Pietà on 23/08/1967 and residing in Mqabba, holder of Identity Card Number 345667(M), together with **Doctor George Said**, son of Joseph Said and Evelyn née Borg, born in Saint Julians on 04/03/1977 and residing in Sliema, holder of Identity Card number 165577(M), who are jointly appearing hereon in their capacity as Executive Chairman and Deputy Chairman respectively for and on behalf of Fondazzjoni Wirt Artna hereinafter referred to as "the Guardian" as authorised by means of a Board Resolution hereto annexed and marked with Document 'A1'.

each of which a Party and together the Parties.

Related papers relative to this deed are marked Notary to Government number thirty-eight stroke two thousand and fifteen (Not. 38/2015).

The Parties premise and declare:

- A. Whereas the Guardian, a long standing voluntary organisation active in the field of heritage preservation, has volunteered to carry out, at its own cost and expense, the necessary conservation and restoration works to Fort Rinella in Kalkara (as defined hereunder);



- B. Whereas the Guardian has the necessary means, including access to funds, personnel and expertise to carry out the necessary conservation and restoration works to the Fort Rinella (as defined hereunder);
- C. Whereas the Guardian also wishes to manage Fort Rinella on behalf of the Government (as defined hereunder) as part of Malta's historic and artistic heritage;
- D. Whereas, in virtue of the Article forty-eight (48) of the Cultural Heritage Act of the year two thousand and two (2002), the Superintendent is empowered to enter by public deed with Local Councils and Non-Governmental Organisations, after having been duly authorised for these purposes by the Minister responsible for cultural heritage as results from a copy of the relative authorisation which is hereto annexed, marked Appendix A, and with the concurrence of the Minister responsible for Lands as per Appendix letter 'B' and from the relative authorisation of the Commissioner of Land a copy of which is hereto annexed, marked Appendix C, following the advice of the Committee of Guarantee as results from a copy of the relative correspondence which is here annexed, marked with the Appendix D.
- E. Whereas the Superintendent having been authorised as above indicated, is desirous of entering into such guardianship deed with the Guardian;
- F. Whereas the Superintendent is willing to appoint the Guardian to carry out the conservation and restoration works (as defined below) and to manage Fort Rinella, subject to the terms and conditions stipulated hereunder;
- G. And whereas this guardianship deed is being entered into for restoration, conservation, didactic and presentation purposes only, in accordance with the guardian's principal objectives to protect the Islands' natural and historical heritage, and with objectives specific to this deed outlined in the document entitled 'Fort Rinella Management Plan', hereto annexed marked Appendix 1;
- H. Now therefore the Superintendent of the one part and the Guardian of the other part are hereby entering in virtue of this deed into a guardianship contract, in terms of Article forty-eight (48) and other provisions of the Cultural Heritage Act of the year two thousand and two (2002), whereby the Superintendent is entrusting to the Guardian, which accepts, the guardianship of the historical property, known as Fort Rinella, comprising the Rinella Battery located at Triq Santu Rokku limits of Kalkara and the surrounding open ground as shown in the Land Registry plan hereto attached and marked Appendix 2, including the Armstrong 100 ton gun which is not outlined on the

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said attached plan but which gun is located within the Rinella Battery and is therefore deemed to form part of the Fort in its entirety.

1. Definition of Terms

In construing this Deed, the following terms shall have the meaning assigned to them hereunder, except where the context requires otherwise:

Committee shall mean the Committee of Guarantee established by Article 14 of the Cultural Heritage Act;

Conservation and restoration works shall mean the conservation and restoration works to be carried out by the Guardian as set out in clause 2 and better described in Appendix 3;

Deed shall mean this Deed, including all appendices and documents attached hereto;

Equipment shall mean all and any equipment, tools, materials, machines and consumables, including without limitation any ticketing systems, turnstiles and hand-sets, to be used by the Guardian in the performance of the Services;

Fort and/or Fort Rinella shall mean the historical property, known as Fort Rinella, which is covered by the guardianship contract in virtue of this Deed, as described in paragraph H;

Good Industry Practice shall mean the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a highly skilled, trained and experienced person engaged in providing services which are the same or similar to the Services;

House shall mean the House of Representatives;

Management Services shall mean the management services to be carried out by the Guardian as described in clause 0;

Minister shall mean the Minister responsible for cultural heritage, and includes, to the extent of any authority given, any person specifically authorised by the Minister for any of the purposes



of the Cultural Heritage Act;

Project Manager shall mean the person appointed by the Guardian pursuant to clause 3 of this Deed;

Services shall mean the conservation and restoration works and the management services collectively;

Superintendent shall mean the Superintendent of Cultural Heritage.

Part A – Conservation and Restoration Works

2. The Conservation and Restoration Works

- 2.1 The Superintendent hereby engages the Guardian, which accepts, to carry out the conservation and restoration works set out in Appendix 3 at its own cost and expense and without being entitled to any claim for compensation therefore, and subject to the terms and conditions of this Deed. The conservation and restoration works shall accede to and become an integral part of the Fort.
- 2.2 All conservation and restoration works to be carried out in terms of this Deed shall be executed in accordance with such reasonable directions as the Superintendent may give and using materials and workmanship of high quality and standards in accordance with Good Industry Practice. All conservation and restoration works shall be carried out in the manner set out in Appendix 3 or, where not so set out, to the reasonable satisfaction of the Superintendent and the Government.
- 2.3 The Guardian represents and warrants that it has or has access to the necessary expertise, capabilities and resources, including financial means, to carry out the conservation and restoration works in accordance with the terms and conditions of this Deed.
- 2.4 The Guardian shall submit for the consideration of the Superintendent, within twelve (12) months of the signing of this Deed, a detailed action plan for the Fort, which will include a management and conservation plan. The Guardian shall submit to the Superintendent an annual report on the activities related to the specific objectives of the Management and Conservation plans.

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- 2.5 The Guardian, advised and guided as necessary by the Superintendent, agrees to submit for the consideration of the Superintendent, within six (6) months of the signing of this Deed, a detailed report on the current state of the Fort.
- 2.6 The Guardian, advised and guided by the Superintendent, shall submit for consideration of the Superintendent a detailed survey and inventory of all the moveable artefacts located within the Fort, within six (6) months of the signing of this Deed.
- 2.7 The Guardian shall, before undertaking any of the conservation and restoration works and/or any other works or repairs which it is required to carry out, give notice thereof in writing to the Superintendent.
- 2.8 The Guardian shall acknowledge the collaboration given by the Government and the Superintendent, in furtherance of the conservation and restoration works, in all public information materials and activities implemented as part of this Deed.

3. The Project Manager

- 3.1 The Guardian shall appoint a Project Manager who shall supervise, manage and ensure the proper and timely completion of the conservation and restoration works. The Project Manager shall liaise with the Superintendent, and the Superintendent shall convey all its instructions in relation to the conservation and restoration works to the Project Manager. The Project Manager and the Superintendent shall be the single point of contact between Government and the Guardian in relation to the conservation and restoration works.

4 Due Diligence

- 4.1 The Guardian acknowledges and guarantees that it has:
- 4.1.1 examined the Fort fully and that it has all the information required in order for it to make an informed assessment of the nature and extent of the conservation and restoration works required and the optimum manner in which the said conservation and restoration works are to be carried out;
- 4.1.2 taken into full account the information made available to it, as well as any information otherwise available in relation to the Fort;

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- 4.1.3 raised all due diligence questions with the Government before the date of execution of this Deed; and
- 4.1.4 entered into this Deed in reliance on its own due diligence and in entering into this Deed has not relied on any representation, warranty, condition or other term, express or implied, save for those expressly provided in this Deed and those which cannot be prohibited by law.

5 Equipment and Resources

- 5.1 The Guardian shall, at its own cost and expense, provide all the Equipment, labour and funds necessary to complete the conservation and restoration works in accordance with the time-frames stipulated in this Deed.
- 5.2 The Guardian shall be responsible for the receipt at the Fort of all the requisite Equipment. The Guardian shall store the Equipment required for the conservation and restoration works at such location, at the Fort, or off-site, as may from time to time be directed by the Superintendent. The Superintendent or Government shall not bear any responsibility for the safe storage of the Equipment. The Guardian also acknowledges and agrees that any Equipment which is not required for the provision of the Services may not be stored at the Fort.
- 5.3 For the avoidance of doubt, the Government and the Superintendence shall not be obliged to provide any of the Equipment, nor in any manner assist in the management or the performance of the conservation and restoration works, other than as expressly provided herein.

6 Variations and Omissions

- 6.1 The Guardian shall not alter the Conservation and restoration works except as directed in writing by the Superintendent. The Superintendent shall have the power to require reasonable alterations in the conservation and restoration works.
- 6.2 Any work which is not specifically mentioned in this Deed to be part of the conservation and restoration works, but which may be inferred to be necessary for the stability or proper completion or the safe, reliable and efficient operation of the conservation and restoration works must also be carried out by the Guardian and shall be deemed to form an integral part of the conservation and restoration works.



7 Responsibility to Rectify Loss or Damage

- 7.1 If any loss or damage, from any cause whatsoever for which the Guardian is responsible, happens to the Fort, the Guardian shall at its own cost rectify such loss or damage.

8 Insurance and Indemnity

- 8.1 The Guardian shall at its own cost and expense take out adequate insurance in accordance with Good Industry Practice as is utilised to insure damages resulting from the conservation and restoration works. The Guardian shall, upon request, provide proof to the Superintendent that such insurance cover has been taken out and that the last premium due has been paid.
- 8.2 The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 8.1 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.
- 8.3 The Guardian shall indemnify the Government and the Superintendence and hold the Government and the Superintendence harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the conservation and restoration works or which are connected with the conservation and restoration works, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.

9 Protection of the Fort, Safety and Security

- 9.1 The Guardian shall, throughout the execution and completion of the conservation and restoration works:
- 9.1.1 have full regard for the safety of all persons entitled to be upon the property of the Fort and keep the Fort and the conservation and restoration works, at all times, in an orderly state to ensure to the avoidance of danger or risk to such persons' health and safety, as well as that of third parties;
- 9.1.2 comply with all current construction regulations and working rules, as well as any other laws and/or regulations which may be applicable to the Guardian and/or to the conservation and restoration works;

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- 9.1.3 take all reasonable steps to avoid damage or nuisance to the public or to property resulting from pollution, noise or other causes arising as a consequence of The Guardian's methods of operation;
- 9.1.4 take all reasonable steps to prevent any unlawful, riotous or disorderly conduct by or amongst the Guardian's staff and any contracted or subcontracted persons involved in the conservation and restoration works and to preserve peace and protection of persons and property in the neighbourhood of the conservation and restoration works and on the Fort as a whole;
- 9.1.5 take all necessary safety precautions to prevent the outbreak of fire in the Fort, falling objects, or any other similar peril;
- 9.1.6 ensure that inflammable materials, compressed gases or gas cylinders which are brought on site for its use are safely stored, transported and used, and it shall keep suitable portable fire extinguishers readily available and close at hand where compressed gases and/or gas cylinders are being used or work necessitates the use of naked flames;
- 9.1.7 remove and dispose of any waste material or rubble which has been produced in connection with the conservation and restoration works; and
- 9.1.8 provide and maintain, at its own cost and expense all lights, guards, fencing, warning signs and surveillance, for the protection of the conservation and restoration works or for the safety and convenience of the public and/or others;

10 Access to the Fort and working hours

- 10.1 Access to the Fort shall be afforded to the Guardian for the purpose of carrying out the conservation and restoration works. The Guardian shall follow the Superintendent's or the Government's reasonable instructions in relation to its conduct in the Fort and the manner in which the Fort is to be accessed.

11 Supply of Water and Electricity

- 11.1 The Guardian shall pay all water and electricity charges incurred in the provision of the conservation and restoration works.



12 Commencement and Completion of Works

- 12.1 The Guardian shall ensure the execution of the conservation and restoration works in accordance with the attached project plan in Appendix 3. The Guardian shall ensure that the conservation and restoration works proceed in accordance with the same project plan with due expedition and without delay to reach completion of the conservation and restoration works in accordance with the time-frames set out in the project plan.
- 12.2 All conservation and restoration works shall be completed in accordance with this Deed by not later than the tenth (10th) anniversary of this Deed.

13 Inspection and Testing

- 13.1 The Government or the Superintendent shall be entitled, at all reasonable times, to inspect, examine and test the materials and workmanship being supplied by the Guardian under this Deed. Such inspection, examination and/or testing shall not release the Guardian from any of its obligations in terms of this Deed.
- 13.2 Upon completion of the conservation and restoration works, the Guardian shall give notice in writing to the Superintendent who shall inspect the Fort to verify completion. If the completion of the conservation and restoration works is to the satisfaction of the Superintendent, the said Superintendent shall issue a completion certificate to this effect.

14 Defects

- 14.1 If, as a result of any inspection, the Superintendent decides that any part of the conservation and restoration works is defective, damaged or in any way not in accordance with the Deed, or that any materials or workmanship is not up to the required standard, the Guardian shall, at its own cost and expense, make good the defect or damage, or replace the materials and workmanship, as the case may be, without any delay.

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15 Delay

- 15.1 If the Guardian fails to complete the conservation and restoration works in accordance with the time-lines specified in the project plan in Appendix 3 or by the date set out in Clause 12.2, whichever is the earlier, or by such other date, as may be agreed between the Parties, this Deed may be terminated.

Part B – Management Services

16. Management Services

- 16.1 The Superintendent hereby appoints the Guardian which accepts, to manage the Fort on behalf of the Government in accordance with the terms specified hereunder. The Guardian shall diligently and to the best of its abilities in accordance with Good Industry Practice carry out the Management Services.
- 16.2 The Fort shall be managed by the Guardian as a visitor attraction.
- 16.3 The Government shall have the right to use, free of charge, the Fort for a period not exceeding fourteen (14) days in aggregate in any particular year. In all cases, the Government shall give the Guardian one (1) month notice in writing in advance of the holding of such activity.
- 16.4 The Guardian represents and warrants that it has the necessary expertise, capabilities and resources to carry out the Management Services in accordance with the terms and conditions of this Deed.

17. Right to Generate Revenue

The Guardian shall have the right to utilise the Fort to hold private or public functions against payment and generate revenue from admission fees, donations or fund-raising activities in order to raise the necessary funds to enable it to carry out the main purposes of this guardianship deed.



The Guardian shall, prior to the holding of any such private or public functions, obtain the written consent of the Superintendent, for the type of activity/ function to be held except where this falls within any of the following categories:

- a. Educational initiatives;
- b. School or youth training projects;
- c. Exhibitions;
- d. Artistic performances and animation;
- e. Guided tours and lectures;
- f. Official or philanthropic functions hosted or sponsored by the Guardian.

All revenue accruing from activities organised in the Fort by the Guardian in accordance with the provisions of this clause 17 shall be retained by the Guardian.

18. Equipment

- 18.1 The Guardian shall, at its own cost and expense, provide all the Equipment and labour necessary to provide the Management Services.
- 18.2 The Guardian shall be responsible for the receipt at the Fort of all the requisite Equipment. The Guardian shall store the Equipment required for the provision of the Management Services at such location, at the Fort, as may from time to time be directed by the Superintendent. The Government and the Superintendent shall not bear any responsibility for the safe storage of the Equipment.
- 18.3 For the avoidance of doubt, the Government and the Superintendence shall not be obliged to provide any of the Equipment, nor in any manner assist in the provision of the Management Services.

19. Opening Hours

- 19.1 The Guardian shall open the Fort to the public throughout the whole year from Monday to Saturday between the hours of ten o'clock in the morning and five o'clock in the afternoon (10:00 to 17:00 hrs) and on public holidays (other than Christmas Day and Christmas Eve, New Year's Day and New Year's Eve, Good Friday, Easter Sunday and, the feast of Santa Marija on the 15th of August). The Guardian shall ensure that adequate publicity is given to the times and dates of opening. The Guardian agrees to make adequate provisions for the opening of the Fort outside these established dates on specific requests from the general public.



20. Insurance and Indemnity

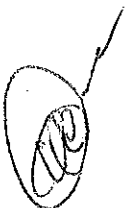
- 20.1. The Guardian shall, at its own cost and expense, take out adequate insurance, including adequate third party liability and public liability insurance cover, in accordance with Good Industry Practice, having regard to management operations that are required to be carried out in terms of clause sixteen (16)- Management Services - in determining the adequate cover thereof. The Guardian shall, upon request, provide proof to the Government and the Superintendence that such insurance cover has been taken out and that the last premium due has been paid.
- 20.2. The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 0 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.
- 20.3 The Guardian shall indemnify the Government and the Superintendent and hold the Government and the Superintendent harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the Management Services or which are connected with the Management Services, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.

Part C – General

21. It is being declared for all intents and purposes that, the Minister responsible for cultural heritage shall, within four (4) weeks after the publication of this deed, or if the House is not then in session, within four (4) weeks of the date when the House next meets, lay a copy thereof on the Table of the House. It is further being declared that if on a motion tabled not later than twenty eight days (28) after the laying on the Table of the House of a copy of this guardianship deed the House resolves that the guardianship deed shall be rescinded, this deed shall be automatically rescinded upon the passing of the resolution.

22. Title

- 22.1 The Guardian shall not acquire any title, interest, or right in the Fort or any of the moveable artefacts located in the Fort during the term of this Deed and nothing in this Deed shall be construed as granting the Guardian any such title, interest, or right.



23. The Guardian's Obligations

- 23.1 The Guardian shall furnish the Superintendent with an updated copy of the statute of the Guardian and of the names and addresses of the persons who, from time to time, hold the offices of Executive Chairman and Deputy Chairman of the Guardian, or such other post(s) as entitles its holder(s) to the legal and/or judicial representation of the Guardian. Any changes to the statute of the Guardian shall be notified in writing to the Superintendent of Cultural Heritage within one (1) week from their adoption.
- 23.2 The Guardian shall ensure that no defacement, mutilation or alteration, the addition of accretions or the fixture of commemorative plaques, information panels or similar items and any other form of fixture, shall take place directly on the property comprising the Fort and on any work or record or trace relating to or having any historical, artistic, archaeological or antiquarian value which may exist or eventually be discovered in the Fort, and it is expressly agreed that any object, work or trace having such value, which may at any time be found in the Fort, is to be notified to the Superintendent and is to be dealt with in accordance with his instructions.
- 23.3 The Guardian shall be responsible for the proper use and upkeep of the Fort, including the existing decorative structures and the fixtures and fittings therein and shall at all times keep the Fort in a good state of repair and condition. Moveable collections, office furniture or equipment, furnishings, artefacts and exhibits belonging to The Guardian as at the date of this Deed, shall remain the property of The Guardian, but the Guardian shall not acquire any rights over the Fort or any other movable objects, decorative structures, artefacts and/or fixtures therein.
- 23.4 The Guardian shall not install, place or otherwise expose any promotional or advertising display or other material within or around the Fort without the prior written approval of the Superintendent which approval shall not be unreasonably withheld and which approval shall be deemed to have been granted unless it is refused within two (2) weeks from receipt of the relevant request.
- 23.5 At the end of each financial year the Guardian shall submit to the Superintendent not later than four (4) months from the end of the relevant financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Fort, indicating the revenue obtained, the expenditure incurred, and the surplus generated in respect of the Fort during the relevant financial year.
- 23.6 In conformity with the stipulations of the Cultural Heritage Act, not later than six weeks after each anniversary of the guardianship deed, the Guardian shall transmit to the Minister, the Superintendent and the Committee of Guarantee, a report of its



activities in relation to the cultural property and on the way it has executed the guardianship deed during the previous year. A copy of such report shall be laid on the table of the House by the Minister.

- 23.7 The surplus funds, if any, in respect of the Fort shall be credited to a 'General Conservation Fund' administered by the Guardian for the upkeep and restoration of properties managed by the Guardian on behalf of the Government.

24 Personnel

24.1 The Guardian shall at all times engage, at its own expense, suitably trained and qualified personnel.

24.2 The Guardian shall ensure that all personnel engaged by it maintain a smart and clean appearance. The Guardian shall also ensure that its personnel or other authorised representatives wear suitable means of identification provided by the Guardian, as approved by the Superintendent, when on Fort premises.

25 Security

- 25.1 The Guardian shall install, at its own cost and expense, an adequate security system including, without limitation, the installation of CCTV cameras, as may be necessary for the provisions of the Services and the protection of the Fort and any moveable artefacts.

26 Continuous Improvement and quality

- 26.1 The Guardian shall ensure that all aspects of the Services are the subject of, and are provided in accordance with, a quality management process which provides continuous quality assurance.

27 Regulatory Compliance

- 27.1 The Guardian shall comply with all applicable laws and regulations and obtain all necessary licences, permits or authorisations, including without limitation any building or development permit or licence, in performing its obligations undertaken pursuant to this Deed.



27.2 The Guardian shall be responsible for ensuring that any equipment used and/or installed on the property of the Fort, as well as the Services, comply in all respects with all applicable laws and regulations.

28 Health and Safety

28.1 The Guardian shall comply with the Occupational Health and Safety Authority Act (Cap 424 of the Laws of Malta) and all other applicable legislation, statutory rules and regulations regarding health and safety matters.

28.2 The Guardian shall be solely responsible for the health and safety of its employees and all other persons who may be affected by the Guardian's operations while performing any activity at the Fort. The Guardian shall also be responsible for any damage to the Fort that may be caused by any negligent and/or wilful act or omission attributable to the Guardian, any member of its staff, any of its contractors, subcontractors, agents and/or representatives.

29 Costs

29.1 All expenses incurred by or on behalf of the Parties, including all fees of professional advisers employed by either of the parties in connection with the negotiation, preparation and execution of this Deed shall be borne solely by the Party which incurred them.

30 Force Majeure

30.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Deed to the extent that its performance is interrupted or prevented by a Force Majeure Event, subject to the affected party:

- a. promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and
- b. using its best endeavours to limit the effect of that delay or non-performance on the other party.

30.2 Such delay or failure shall not constitute a breach of this Deed and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

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31 Amendments

- 31.1 No amendment of this Deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

32 Waivers and Remedies

- 32.1 Except as otherwise stated in this Deed, the rights and remedies of each party under this Deed:
- a. are in addition to and not exclusive of any other rights or remedies under this Deed or the general law; and
 - b. may be waived only in writing and specifically.
- 32.2 Delay in exercising or non-exercise of any right under this Deed is not a waiver of that or any other right.
- 32.3 Partial exercise of any right under this Deed shall not preclude any further or other exercise of that right or any other right under this Deed.
- 32.4 Waiver of a breach of any term of this Deed shall not operate as a waiver of any breach of any other term or any subsequent breach of that term.

33 Duration of Deed and Termination

- 33.1 The guardianship deed is being entered into for a period of ten (10) years, with effect from the date of this deed, at the end of which period the deed will be considered to have expired. Thereafter renewal of the guardianship deed for further terms will have to be reconsidered.

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33.2 The Minister, after consulting the Superintendent and the Committee of Guarantee may at any time be entitled to terminate this Deed if any condition stipulated in this deed or the provisions of the Cultural Heritage Act are not observed by the Guardian. If any material violation is brought to the notice of the Guardian in writing by the Superintendent, the Guardian shall have two (2) months to commence corrective action and shall proceed with such action diligently to completion. If corrective action is not commenced by the Guardian and successfully followed to completion, this Deed may be terminated by the Government or the Superintendent.

33.3 The Government shall also be entitled to terminate this Deed if the Guardian becomes unable to pay its debts, requests suspension of payments or is declared to be insolvent, or becomes the subject of insolvency proceedings.

33.4 Termination in terms of this clause 33 is to be in writing and to be sent to the Guardian by registered letter. The Deed shall be deemed to have been terminated upon receipt of such letter by the Guardian.

34 Severance

34.1 If any provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- a. the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
- b. the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Deed.

34.2 Whilst the parties consider the provisions contained in this Deed reasonable, having taken independent legal advice, if any one or more of the provisions are adjudged alone or together to be illegal, invalid or unenforceable, the parties shall negotiate in good faith to modify any such provisions so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provisions.

35 Assignment and Subcontracting

35.1 Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Deed without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that Government may, without requiring the Guardian's consent, assign, or in any other manner transfer,



this Deed to any government body which is designated to be responsible for the Fort, the conservation and restoration works and/or the Management services.

35.2 The Guardian shall not subcontract the Services, or any part thereof, under this Deed without the Superintendent's prior written consent.

35.3 Without prejudice to clause 17.1, the Guardian shall ensure that the property or parts thereof shall not be let to third parties, and the guardian shall also be prohibited from making out or in any other way transfer the guardianship to third parties.

36 Entire Deed

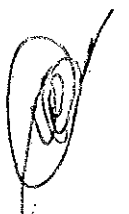
36.1 This Deed constitutes the entire Deed between the parties with respect to the subject matter of this Deed and supersedes and extinguishes any prior drafts, Deeds, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

37 Reliance

37.1 Each party acknowledges to the other that it has not been induced to enter into this Deed nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Deed. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Deed shall be for breach of contract under the terms of this Deed and it shall have no right of action against any other party in respect of any representation, promise, assurance, warranty or undertaking not contained in this Deed.

38 Fraud

38.1 None of the provisions of this Deed shall be construed as to exclude any liability which either party would otherwise have to the other, or any right which either of them may have to rescind this Deed in respect of any statements made fraudulently by the other prior to the execution of this Deed, or any rights which either of them may have in respect of fraudulent concealment by the other.



39 Survival of Obligations

- 39.1 Notwithstanding anything contained herein to the contrary, the provisions which are expressed to survive expiry or termination, or which are impliedly expected to do so, shall survive expiry or termination of the Deed for any reason whatsoever and shall continue in full force and effect thereafter.

40 No Agency

- 40.1 Nothing in this Deed is intended to or shall operate to create a joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

41 Notices

- 41.1 All notices between the parties with respect to this Deed shall be in writing and signed by or on behalf of the party giving it.
- 41.2 Any such notice may be served by delivering it by hand, and/or by registered mail, to the address of the addressee set out below or to an email address, or to such other address in Malta as the addressee may from time to time have notified for the purpose of this Clause 41. Notices shall be deemed to have been received: if delivered by hand, on the day of delivery; or if sent by registered mail, on confirmation of successful delivery.
- 41.3 The addresses of the parties for the purposes of this Clause are:

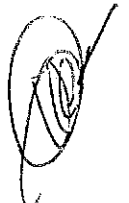
a. The Superintendent

The Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

For the attention of: The Superintendent of Cultural Heritage

b. The Guardian

Fondazzjoni Wirt Artna

A handwritten signature in dark ink, consisting of a stylized, cursive script that appears to be a name or initials, possibly 'M. J. ...'.

Notre Dame Gate
St Edward's Street
Vittoriosa BRG 9038

For the attention of: The Executive Chairman

42 Dispute Resolution and Governing Law

42.1 Any dispute arising out of or in connection with this Deed shall be brought before and settled by the Courts of Malta.

42.2 This Deed shall be governed by and construed in all respects in accordance with the Laws in force in Malta from time to time.

It is being declared that no duty on documents and transfers or capital gains tax are payable on this deed and since no transfer or creation of real rights are involved, chapter two hundred forty six (246) of the Laws of Malta is not applicable.

As the documents annexed to this Deed exceed five in number a list of documents is being annexed hereto and marked with the letter "X".

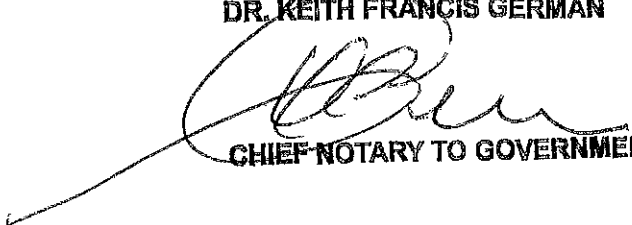
This Deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to the law, has been done, read and published in Malta, Valletta, at the Ministry for Justice, Culture and Local Government, number thirty (30), Old Treasury Street.

(Signed)
Anthony Pace
M Farrugia
G Said
Dr Keith Francis German
Chief Notary to Government

True copy of the original

Today 14/11/2014

DR. KEITH FRANCIS GERMAN


CHIEF NOTARY TO GOVERNMENT

"X"

List of Documents

Appendix 1: The Guardian Management Plan and Programme for the Conservation and Restoration Works;

Appendix 2: Plan of Fort Rinella

Appendix A: Authorisation from Minister responsible for Culture

Appendix B: Authorisation from Minister responsible for Lands

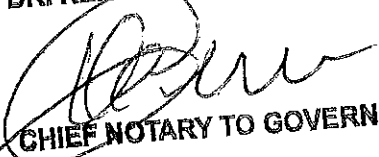
Appendix C: Authorisation from Commissioner of Land

Appendix D: Advice Committee of Guarantee;

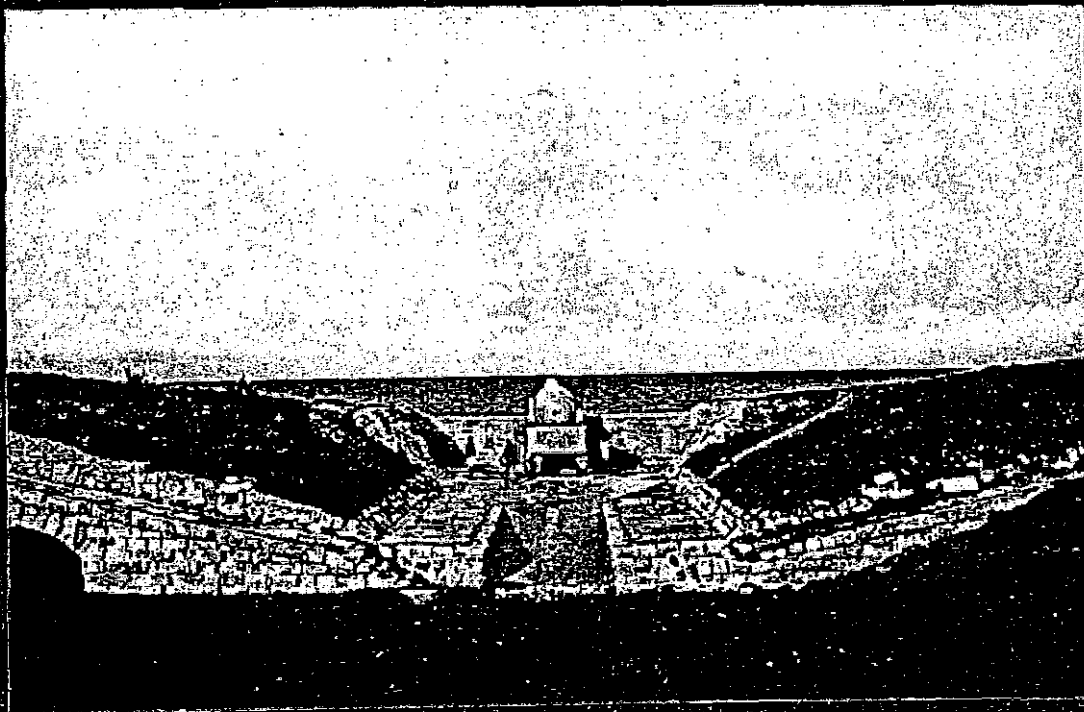
Document A1: Board Resolution

(Signed)
Anthony Pace
M Farrugia
G Said
Dr Keith Francis German
Chief Notary to Government

True copy of the original
Today 14/1/2017

DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

REPORT ON THE RESTORATION OF FORT RINELLA



Report commissioned by *Fondazzjoni Wirt Artna*

Report prepared by

CONRAD THAKE

B.E.&A. (Hons), MA, Ph.D. (Berkeley), A.&C.E.

CONTENTS

- 1 — Guidelines for the restoration of stonework in Fort Rinella
- 2 — Proposed surveys of external stonework
- 3 — Estimated costings of restoration works
- 4 — Conclusion: Recommendations



I — GUIDELINES FOR THE RESTORATION OF STONEMWORK IN FORT RINELLA.

GENERAL

- The restoration process will involve the following range of interventions: the removal of all vegetation, the repair and replacement of existing stonework, stone consolidation, re-pointing, cleaning and the protection of exposed surfaces.
- It is imperative that any extraneous fixtures such as pipes, cables, metal hinges particularly those causing stone damage through rusting be removed. Any inappropriate modern attempt at stone restoration involving the use of materials such as cement for re-pointing and plastering will also be removed as part of the restoration process.

METHODS

The type of restoration interventions can be listed as follows:

- Plant disinfection
- Stone repair and replacement
- Stone consolidation
- Repointing

Plant disinfection

- There are only few patches of vegetation growth mainly in the form of caper shrubs within the fortification walls of Fort Rinella. Still, wherever present this vegetation growth will be removed from buildings, structures, and walls before restoration proceeds. Special attention will need to be given to the complete removal of all roots which should be done using hand tools within crevices to ensure that vegetation growth will not persist. The use of biocides (chemical class of compounds referred to as methoxytriazine) for such purposes, cause no damage to underlying stone and present no health risks. Subsequent to the application of the biocide treatment the vegetation growth can easily be
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removed manually. Removal of the vegetation growth from stone work should be immediately followed by re-pointing.

- Application should be carried out in spring or autumn and are effective 2 months after application. The concentration, mode of application and frequency of use will depend on the type of plant to be removed and the extent of the area to be treated. It will be necessary to apply these products periodically to ensure that intrusive vegetation growth does not persist.

Stone repair and replacement

- Stone replacement is necessary in badly deteriorated areas along segments of the land-front and lateral fortification walls. It is imperative that stone replacement be resorted to only in areas where the stonework is irreversibly and acutely deteriorated. The introduction of new stonework should be kept to an absolute minimum. The new stonework should as much as possible be of the same colour and texture as the old stone. As weathering of the stonework varies according to the origin of the stone it is recommended that stone samples from different quarries be assessed prior to a definitive selection of the new stonework interventions.
- In areas where parts of blocks are broken or missing, repair by piecing in will be carried out in preference to total stone replacement. Additional pieces can be attached using stone adhesives such as epoxy or polyester adhesives either on their own or as part of a mortar mix. On no account should cement be used. The adhesives should be laid on as thinly as possible. For larger pieces of stone, stainless steel pins should be used in conjunction with the adhesive. Caution must be exercised in this type of intervention as this may have a negative aesthetic impact.
- For all restoration work the only stone to be utilised is good quality local globigerina limestone or *franka* limestone which will ensure continuity with the adjoining stonework. In certain situations the use of hardstone or *tal-qawwi* stone work may be used, particularly in areas exposed to the elements. Still, as the cost of hardstone is considerably more than that of *franka* stone, financial considerations will be a determining factor on the ultimate choice of the type of stone used.
- Any existing cement floor tiles or cement floors should be removed and be replaced by *franka* flagstones 10 cm thick in sizes ranging from 45 - 60 cm, and laid in cement mortar mix over a 5 cm thick sand bed.

- As regards roofing structures, all stone vaults should be retained and restored. Any cement based plastering should be carefully scrapped from the stone vaults. In certain parts of the Fort, specifically in the central caponier outpost the rusty I beam sections in series need to be replaced by similar elements although it is strongly recommended that these should be galvanised prior to their placement within the structure.

Consolidation

- In the case of limited deterioration of the stonework and especially in the case of complex stone carvings, stone consolidation is to be preferred to stone replacement. This process entails the application of a liquid consolidant to the stone's surface thus increasing its strength and durability. This intervention is only effective if the stone is not contaminated with salts. It is recommended that a sample survey be conducted to test the suitability of this type of intervention. The desalination process involves the thorough washing of the stone with salt free water until no more salt is leached out. The process also requires measures to ensure that the treated stone is not affected by salt in the future. The stone must also be dry before this process can be applied and furthermore must be protected from sunlight and rain during the first few days after application.
- Suitable products for use on globigerina limestone belong to the 'silane' class of compounds and are applied by spraying or brushing, wet on wet, until the stone can no longer absorb any more of the application. Excess solvent must immediately be wiped clean from the stone to prevent the stone's discolouration. Extreme caution should be exercised in the application of these products.

Repointing

- Joints in the stonework including all external and internal stone walls and roof vaults should be repointed.
- Only lime based mixes should be used. Cement based mortars should not be used in repointing.

Cleaning

- After repointing it may prove necessary to clean areas of the stonework which have accumulated dirt and this should be done with a mild biocide.

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The presence of lichens is indicative of clean area, and generally denotes a sound stone surface underneath. If areas of stonework are to be cleaned this should be done using low powered water washing (salt free). The wet wall should then be brushed manually using non-metallic brushes to remove ingrained dirt. Grit blasting type methods are not recommended as they tend to pit the surface of the stonework and in the process weaken and compromise the durability of the stone.

Removal of paint, plaster, and cement

- The use of a neutral paint remover is recommended as it does not cause stone damage and repeated applications may be necessary. Manual removal of the plaster is recommended as mechanical means penetrate the stone surface.

Protection of Stonework

- The application of a transparent coating (water repellent) is also recommended for stonework exposed to the natural elements. This treatment serves to protect the stonework from airborne pollution and wind exposure. Recommended products include solutions of silicone resins and siloxanes. Application is by brush or spray in more than one coating. Treatment should be renewed every 5 to 10 years.

2 — PROPOSED SURVEYS OF EXTERNAL STONWORK

- Precise scaled drawings of all the external stonework particularly along the land-front and lateral fortification walls, and the two external stone ramps have to be compiled. These drawings should record in minute detail the precise arrangement of the stone work showing the individual stone blocks and also indicating on an overlay the existing physical condition. Large format scaled photography is a very useful aid in preparing this documentation.
 - A transparent overlay over the scaled elevation drawings indicating the type of restoration required will be prepared. Once all the overlays are prepared for all the elevations one will be in a position to assess the extent and degree of interventions required. This will be important for assessing the extent of stone replacement and consolidation as a
- 

percentage of the existing stonework and also to estimate both the material and labour costs entailed in the restoration process.

- As this documentation is an essential pre-requisite prior to any direct physical intervention it is suggested that members of the *Fondazjoni* volunteer to assist in surveying and recording the existing state of the stonework within the fortifications.
- It is recommended that initially the drawing survey exercise be concentrated on the land-front fortification wall including the gate entrance. Furthermore a detailed stone block by block scaled drawing of the land-front fortification could be used as public relations material to raise funds on the basis of individual sponsorships of a sample area of the fortification wall. Individual contributors would be guardians of a specific area of the fortification which would be graphically represented on a large format elevation drawing. This approach should be particularly effective with school children and youths and renders one's financial contribution more tangible and territorially specific.
- The survey drawings will also serve to establish the missing stonework which needs to be infilled. This is particularly the case with a segment of the land-front fortification over the entrance to the fort.

3 — ESTIMATED COSTINGS OF RESTORATION WORKS

- The following information is intended as a guide to indicate the current physical condition, the type of restoration intervention required, and an estimated costing for the projected work. To facilitate this exercise the Fort has been broken down into the following main components. Individual information will be provided for each component.
- It is important to stress that costings are at best tentative estimates based on current market prices and are only intended to be indicative of expenditure required. It is suggested that a private contractor with a proven track record in the rehabilitation of historic buildings be approached with a view to obtaining a parallel costings estimate based on the restoration works as outlined per individual component.

The total cost of the restoration process is estimated to be in the region of **LM 41, 000** (beginning of 1997). This total was estimated on the basis of the following unit costs per square metre of the work and materials involved in the restoration process.

Restoration Works	Cost: LM per sq.m	Restoration Works	Cost: LM per sq. m
Remove and renew eroded stonework	25	Rake and re-point mortar joints	1.60
Remove and renew eroded stonework in bastion walls	30	New masonry work: Single walls	6.00
Power-wash walls & ceilings	5	Waterproofing of roofs	4.50
Replace old tiles by flagstones	13	Stone slab ceilings	3.50

Fig. 1: 1997 Unit Costs of Restoration

PROCESSES OMITTED FROM COSTINGS

- The following processes are not included in the estimated restoration cost; joinery, metal work, electrical installation, plumbing, drains and other sanitary services. Separate estimates should be sought for each of these services.
- Infrastructure works in particular the approach road network to the Fort which is in an appalling state and the provision of utilities are also not included.
- The paving of open spaces can only be costed after their specific use is determined. The same applies for landscaping around the Fort which represents an additional cost.

RESTORATION REQUIREMENTS

- Highlighted below are indications of the present condition, potential uses, requirements for each building and the cost of each process involved.

FORT RINELLA — Basement Level (as per enclosed Basement Plan)

- Caponiers and passages leading to Caponiers**

The three caponiers are in a good physical state except for the central caponier which roof made up of RSJs needs attention due to acute rusting of the I beams. The passages leading to the caponiers are cut in the underlying rock strata and should be retained in their natural state.

Remove concrete some 4 feet in thickness and underlying double layers of rusty RSJs over central caponier.

Replace by similar form of construction utilising hot dipped galvanised RSJs and overlying concrete.

Total Cost*: LM 500

* Electrical installation is also required for the caponier and passages leading to them. An additional separate estimate would be required.

- Magazines and Shifting Lobby**

Light cement rendering on parts of the stone vault detract from the visual quality of the two magazines. Some individual stones need to be consolidated or replaced.

Remove light cement paint rendering from stone vaults and walls

Consolidate and/or replace damaged individual stones of internal walls.

Power-wash walls and ceilings.

Restore stone staircase of adjoining shifting lobby and improve railings.

Total Estimated Cost: LM 1,800

- **Shell and Cartridge Stores**

Patches of cement based wash detract from a full visual appreciation of the ceiling stone vault over the shell and cartridge stores.

Remove cement based wash from stone vaults and internal walls.

Power wash walls and ceiling.

Estimated Cost: **LM 700**

* Electrical installation is also required for the shell and cartridge stores. An additional separate estimate would be required.

- **Lamp passages**

No further restoration interventions required except for the appropriate lighting effects to highlight the original function and scope of these passages.

Estimated Cost: nil

FORT RINELLA — Ground Floor (as per enclosed Ground Plan)

- **Barracks**

Walls and ceiling of barrack have recently been white washed. Some problems with seeping humidity from overlying soil terrain.

White washing after repair of overlying concrete lining of ceiling vaults.

Removal of rusty iron elements and placement of galvanised iron window shutters

Estimated Cost: **LM 300**

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- **Barrack Room**

Barrack room to be utilised as a lounge and reading room. In good physical condition.

Power-wash walls and ceiling

White-washing of walls

Estimated Cost: **LM 350**

- **Guard room**

Guard room has some severe dampness problems which have to be solved at their source ie. re-construction of overlying concrete lining, aggregate filling and soil terrain. Guard room is to be used as an information centre and resource library.

Replacement and consolidation of stonework

Power-wash walls and ceilings

White-washing of walls

Estimated Cost: **LM 500**

- **Cook House and Wash House**

Cook House and Wash House to be used as a small canteen and coffee bar. This use would serve as a fund-raising facility for the restoration of the Fort. Some minor structural alterations would be necessary.

Power-wash walls and ceilings

White washing of walls and ceilings

Estimated Cost: **LM 400**

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- **Latrines**

Latrines have to be re-planned to accommodate toilets for gents and ladies. Facilities ensuring access to handicapped to be provided. Some additional excavation works may be required to extend space allocation which is presently insufficient.

Excavation works

Construction of retaining wall

White-washing of walls and ceiling

Installation of internal stall partitions

Estimated Cost: LM 700

- **Pump chamber**

The largest internal space within the Fort and would be ideal to be used as a small cinetheque for screening of foreign films or war-theme films.

Replacement and consolidation of stonework

Repointing of masonry

Power-wash walls and ceilings

Estimated Cost*: LM 1, 000

*Estimate does not include cost of electrical installation, seating for cinetheque, etc.

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- **Engine Room and Coal Store**

Replacement and consolidation of stonework

Repointing of masonry

Power-wash walls and ceilings

Estimated Cost: LM 450

- **Artillery store and passage to gun**

Replacement and consolidation of stonework

Removal of any cement rendering

Repointing of masonry

Power-wash walls and ceilings

Estimated cost: LM 450

FORT RINELLA — External Elements

- **Main gate entrance to Fort**

Rebuilding of missing stonework overlying Main Gate entrance

Stone replacement of badly deteriorated stonework

Repointing of stone-work

Treatment with stone protective water-repellent product

Estimated Cost: LM 1, 000

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- **Land-front fortifications**

Parts of the land-front fortification wall (total length = 71.9 metres) are deteriorated and stonework needs to be totally replaced and consolidated. A segment of the parapet wall overlying the main gate entrance is missing. A more precise estimate costing will be possible after scaled drawings illustrating the areas of stonework requiring restoration intervention.

Erection of scaffolding

Building of missing segment of parapet wall overlying main gate entrance

Replacement and consolidation of deteriorated stonework

(as determined in large scale drawings to be prepared)

Re-pointing of stonework using lime-based mortar

Treatment with special waterproof compound

Estimated Cost: circa LM 10, 000

- **Lateral fortification walls**

Lateral fortification walls (total length = 56 m x 2 lengths) flanking the Fort need to be restored. Segment of fortification wall above ditch facing Mediterranean Film facilities is a badly deteriorated state and most of the stonework will have to be totally replaced. Segment above ditch exposed to prevailing winds and have suffered considerable deterioration. Scaled drawings have to be prepared indicating areas requiring different types of restoration interventions.

Erection of scaffolding

Building of missing segment of parapet wall overlying main gate entrance

Replacement and consolidation of deteriorated stonework

(as determined in large scale drawings to be prepared)

Re-pointing of stonework using lime-based mortar

Treatment with special waterproof compound

Estimated Cost: circa LM 8, 000

HL

- **Sea-ward Fortifications**

Total length of sea-ward fortifications = 65 metres. Stonework in parts needs replacement and consolidation. Scaled drawings required for accurate assessment.

Erection of scaffolding

Replacement of badly deteriorated stonework

Repointing of stonework

Treatment with stone protective water repellent product

Total Cost: circa LM 7, 000

- **Two external ramps and stairs**

The stonework of the two external ramps with stairs flanking the Artillery Store and the Pump Chamber are badly deteriorated. Total reconstruction based on precise scaled drawings of existing stonework may be necessary.

Replacement of badly deteriorated stonework of ramps and steps

Repointing of stone-work

Treatment with stone protective water-repellent product

Total Cost: circa LM 2, 500

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- **Rehabilitation of vaults over barrack rooms**

Currently there is a problem with humidity penetrating the vaults over barracks along land-front fortifications. This causes lime-wash rendering to peel off along the internal walls and ceiling of the barrack rooms. A possible solution is to remove soil material and reinforce concrete lining over the barrack vaults. Refer to drawing section on line C-D.

Removal of present soil terrain

Fresh concrete layer over existing damaged concrete lining over vaults

Installation of damp proof membrane

Placement of dry stone aggregate over concrete lining and damp proof membrane

Installation of water drains and weep holes

Reinstatement of soil

Estimated Cost*: circa **LM 5,000**

* Cost can be reduced with input of volunteers and/or government workers to excavate and reinstate soil.

- **Ditch**

Removal of debris

Plant disinfection along rock-cut sides

Total Cost*: **LM 300†**

† Cost can be substantially reduced if work is conducted by volunteers

* Cost of landscaping within ditch is additional

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4. CONCLUSION — RECOMMENDATIONS

- The total estimated cost for the full restoration of the stonework of the fortifications, internal spaces, and other external components of the Fort would be in the region of **LM 40, 000** to **LM 50, 000**. As stated this costing does not include the installation of electricity, plumbing, drains and other services. Also not included are the cost of the landscaping and improvement of the access roads to the Fort.
- Assuming an average annual expenditure of **LM 20, 000** to **LM 25, 000** per annum the Fort should be fully restored within a 3 year programme over the period 1997-1999. This would also include the provision of electrical installation and other services. The objective of implementing a comprehensive restoration programme by the end of 1999 is a realistic one.
- To assist with the provision of a fund-raising facility within the Fort, it is deemed critical that the following should be given high priority:
 - Upgrading the existing road network to the Fort from Kalkara and the clearing of dumping sites along the route. This is of paramount importance in encouraging more tourists and locals to visit the Fort. The government can assist by providing the labour force and capital to improve accessibility and improve the visual qualities of the surrounding environment.
 - Using part of the Fort such as the Pump Chamber as a cinetheque specialising in war films and outdoor spaces for summer cultural events such as a *son et lumiere* to generate funds for the on-going restoration of the Fort. Having these parts of the Fort operational without undue delays would facilitate fund-raising activities.
- In terms of restoration interventions, it is advisable that the entire land-front fortifications be restored including the main entrance gate and draw bridge and electrical installation throughout the Fort. With an approximate expenditure of some **LM 20, 000** these works can be implemented by early 1998.
- Large scale drawings of the outer fortification walls and ramps indicating the location and type of stonework deterioration would be a very useful aid in the restoration process. As this is a costly and laborious exercise it

is recommended that volunteers, members of the *Fondazzjoni Wirt Artna* be asked to assist in the compilation of such drawings. Comprehensive photographic documentation of the fortifications showing the existing condition of the stonework is also a requirement for good restoration practise especially in those areas requiring extensive stone replacement or total reconstruction.

- The *Fondazzjoni* should persist with its on-going educational campaign to promote a greater public awareness of the historic significance of the Fort as a prime example of Victorian period military architecture on the island. Heightened awareness can be further consolidated by features in the media and also through special educational programmes intended for the younger generation.
- Greater efforts should be made to establish links and networks with overseas institutions with an interest in similar late-19th century British military fortifications. The establishment of a small resource and information centre within the Fort would represent an important step in this direction.
- The involvement of the local private sector particularly those institutions relating to tourism would be an important aspect in any future management strategy for Fort Rinella. In this regard the Ministry of Tourism, NTOM, and Air Malta should be approached with a view to seeking mutually profitable collaborations that would further contribute to boosting attendances to the Fort.
- Local visitors should be encouraged to visit the Fort not only on a one-off basis but on a more regular basis. This can be achieved by organising a varied programme of activities with an emphasis on week-ends and the summer period. Possible activities to be seriously considered include a *son et lumiere*, a cinetheque, an open-air jazz cafe, lecture series on local military architecture, etc. These activities would not only serve as fund-raising initiatives but would establish the Fort as a recreational and cultural centre and the only one of its kind in the Cottonera area.

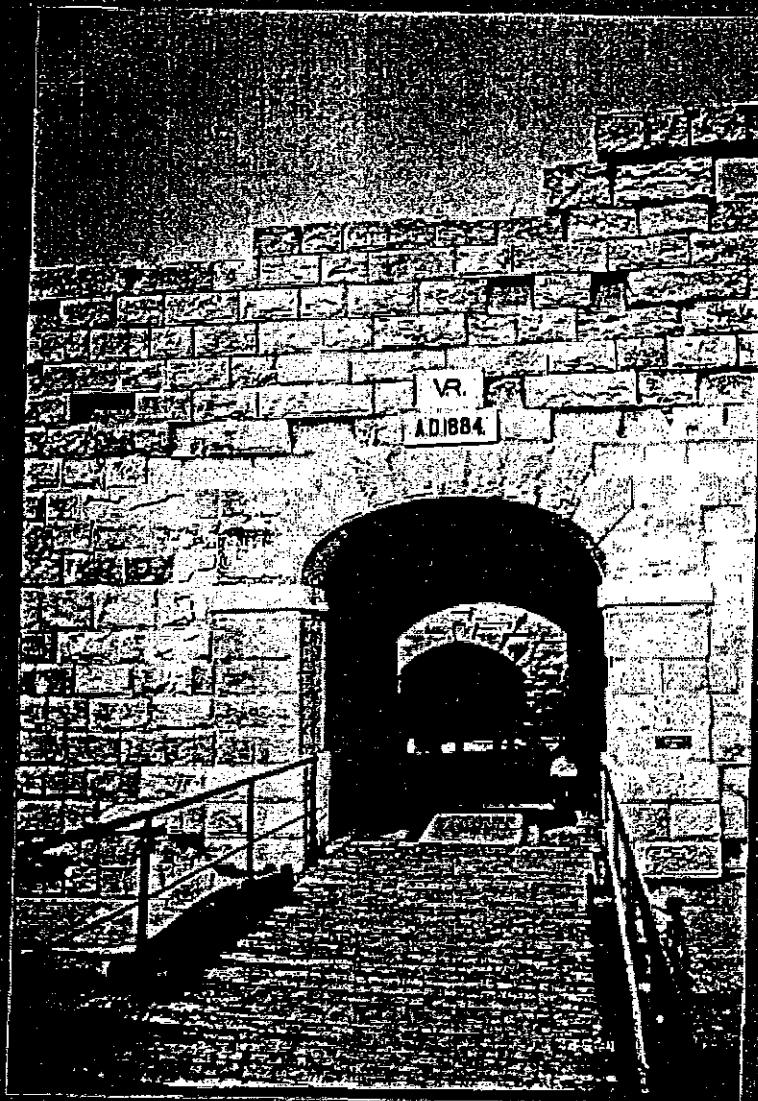


Fig. 1. Main Gate entrance to Fort Rinella.

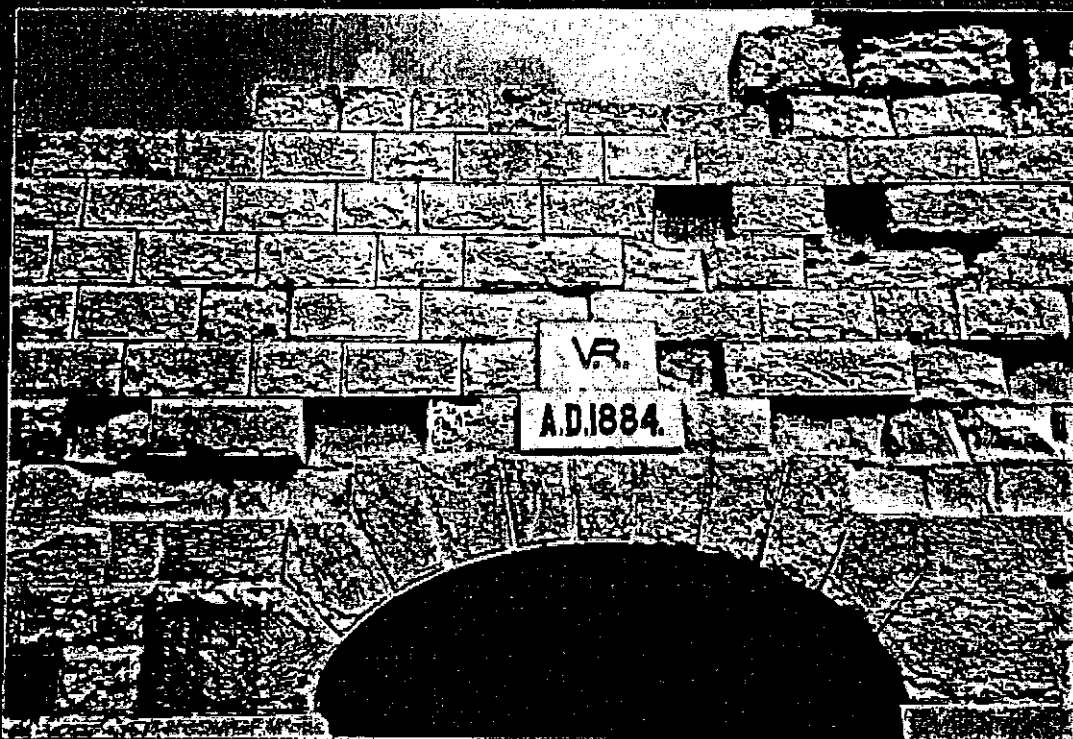


Fig. 2. Detail of Main Gate entrance.



Fig. 3. Missing part of parapet wall along land-front fortifications.

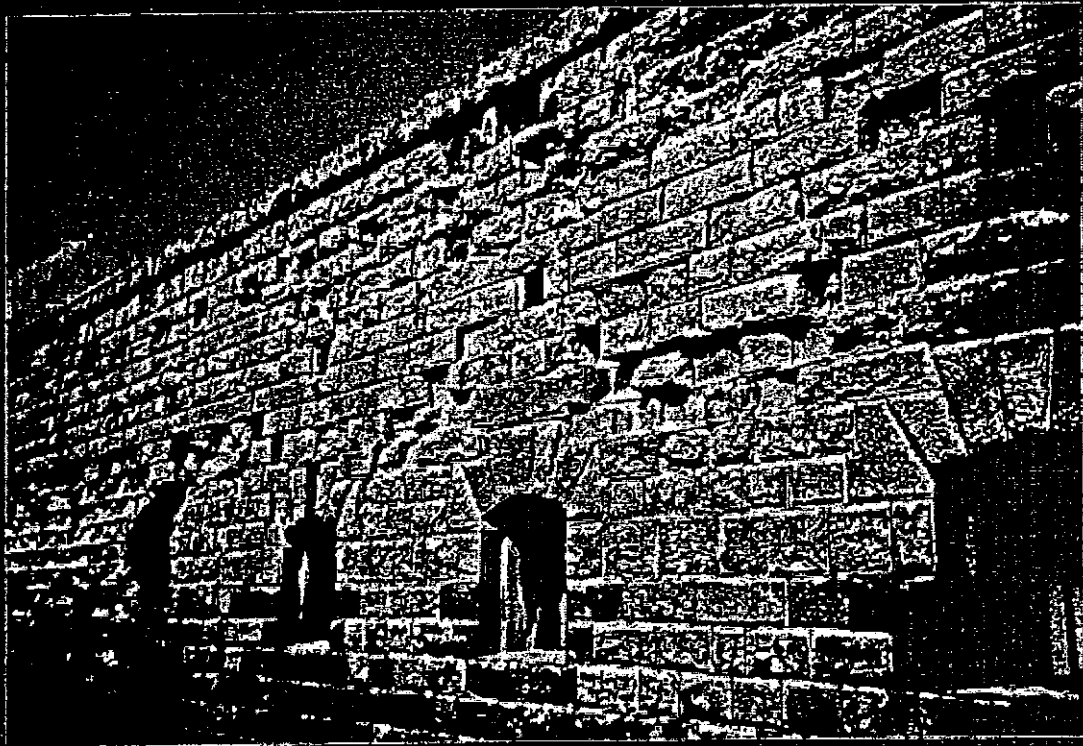


Fig. 4. Partial view of land-front fortifications.

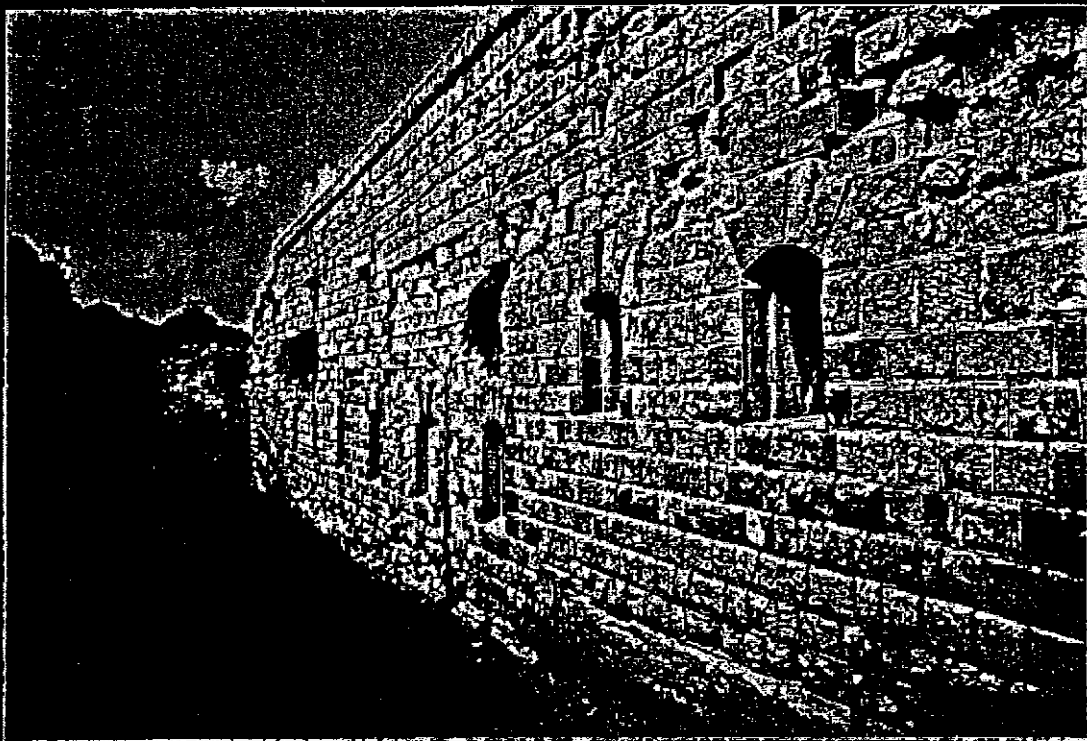


Fig. 5. Partial view of land-front fortifications and ditch.

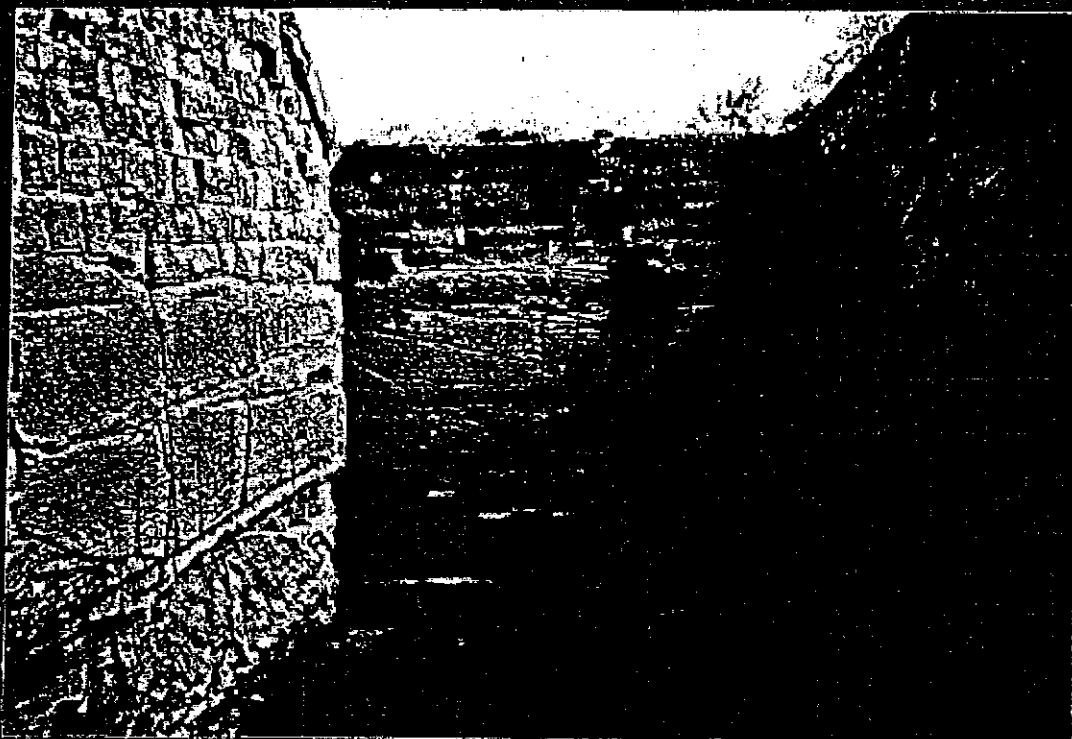


Fig. 6. Ditch and one of the caponiers.



Fig. 7. Detail of land-front fortifications.



g. 8. Lateral fortification wall facing Fort Ricasoli.



Fig. 9. General view of terrain within inner precinct of Fort Rinella.

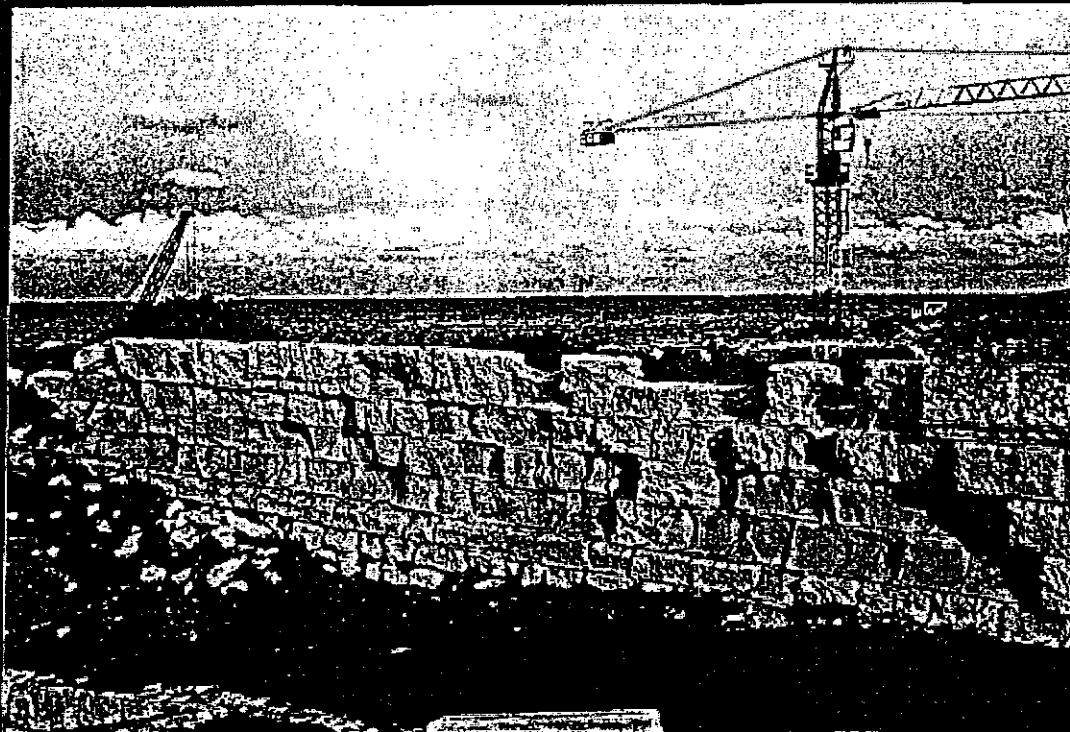


Fig. 10. Deteriorated stonework of lateral fortification wall facing Mediterranean Film Facilities.



Fig. 11. Detail of lateral fortification wall facing Fort Ricasoli.

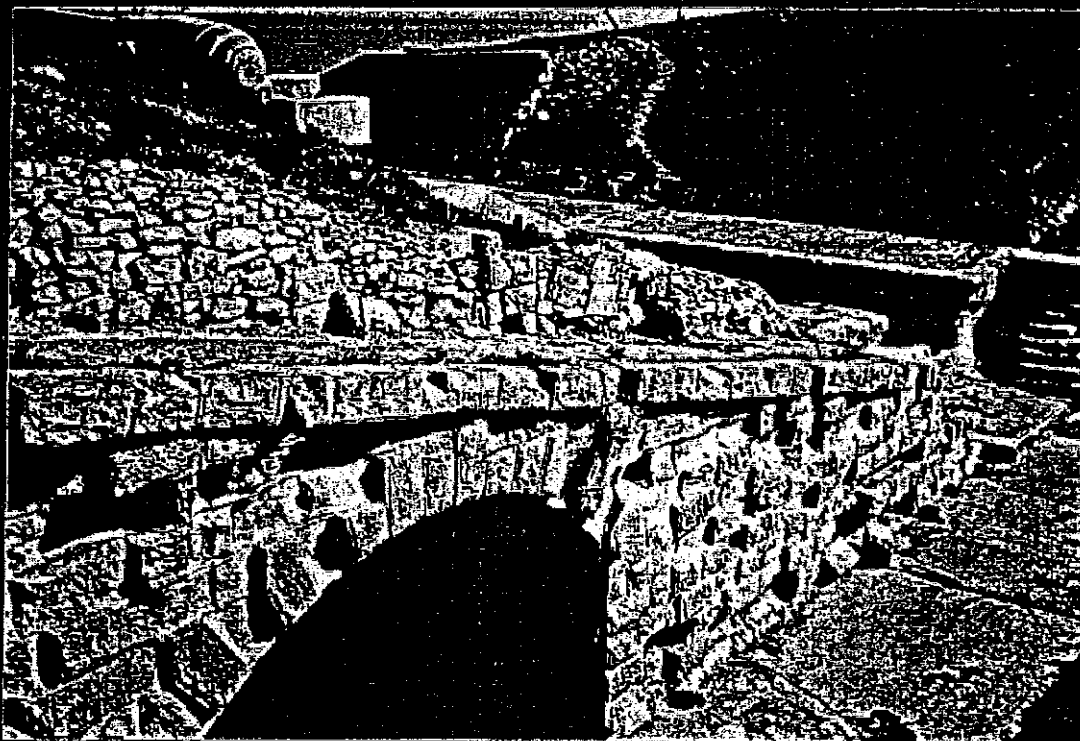


Fig. 12. View of external ramp overlying Artillery store.

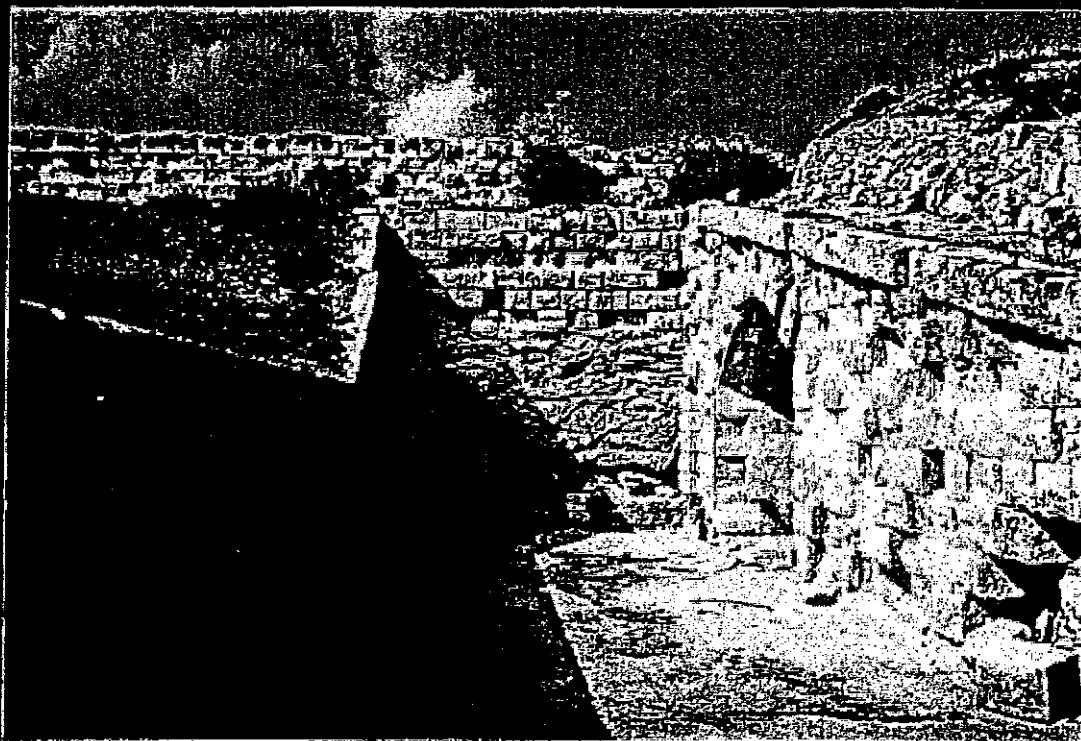


Fig. 13. View of external ramp overlying Artillery store.

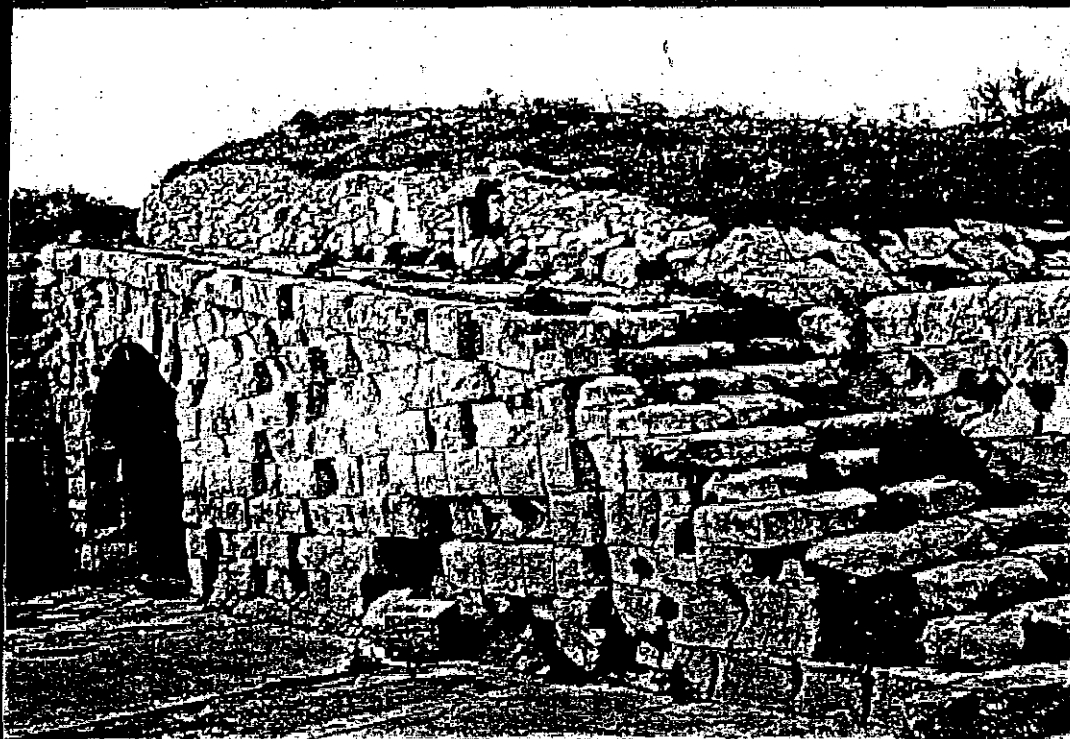


Fig. 14. View of external ramp overlying Artillery store.



Fig. 15. Badly deteriorated stone steps of the ramp.

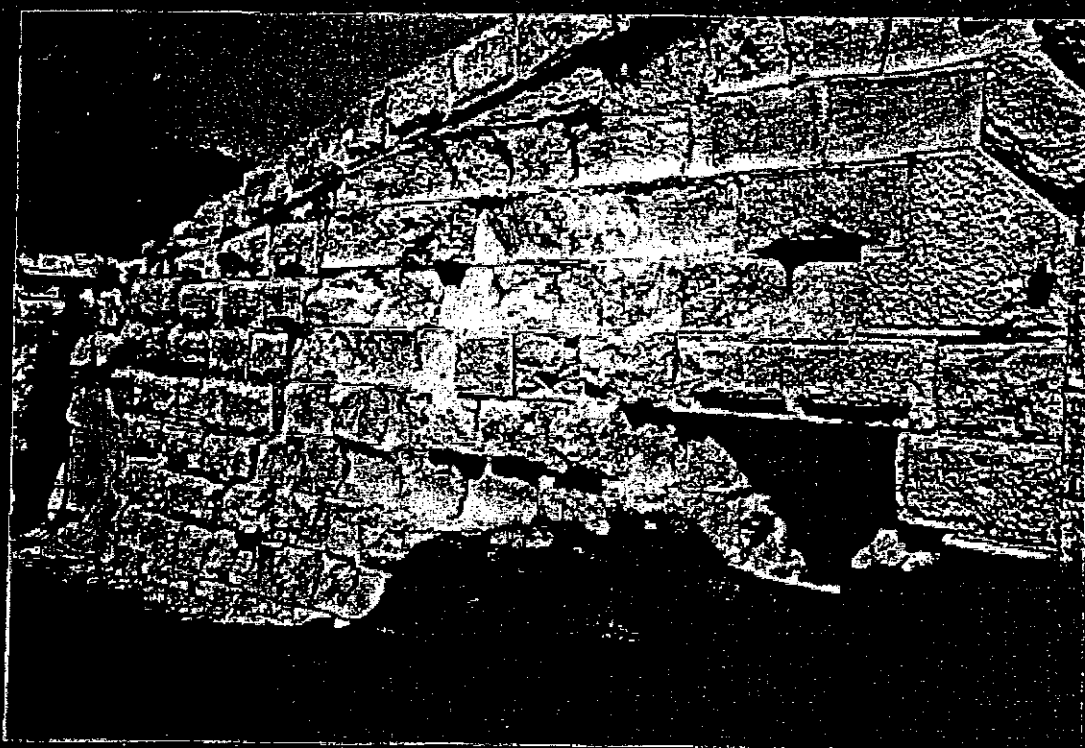


Fig. 16. Detail of stone ramp overlying Pump House.

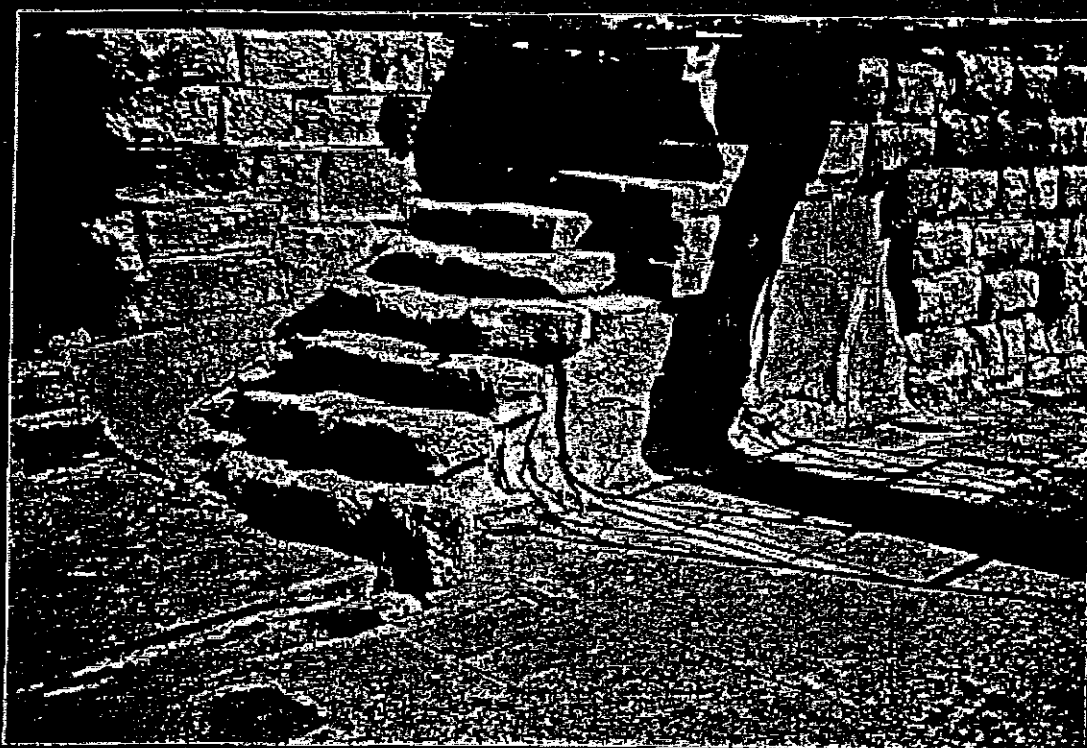


Fig. 17. Detail of staircase and ramp.

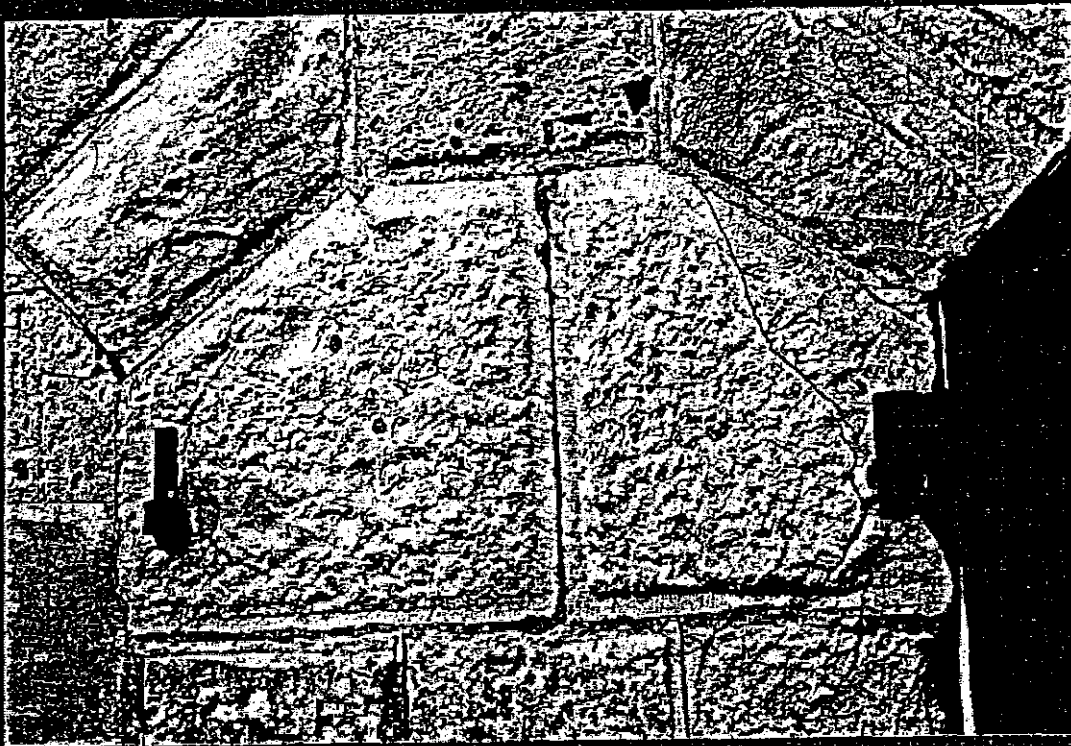


Fig. 18. Rusty iron brackets induce cracks in hardstone stonework.

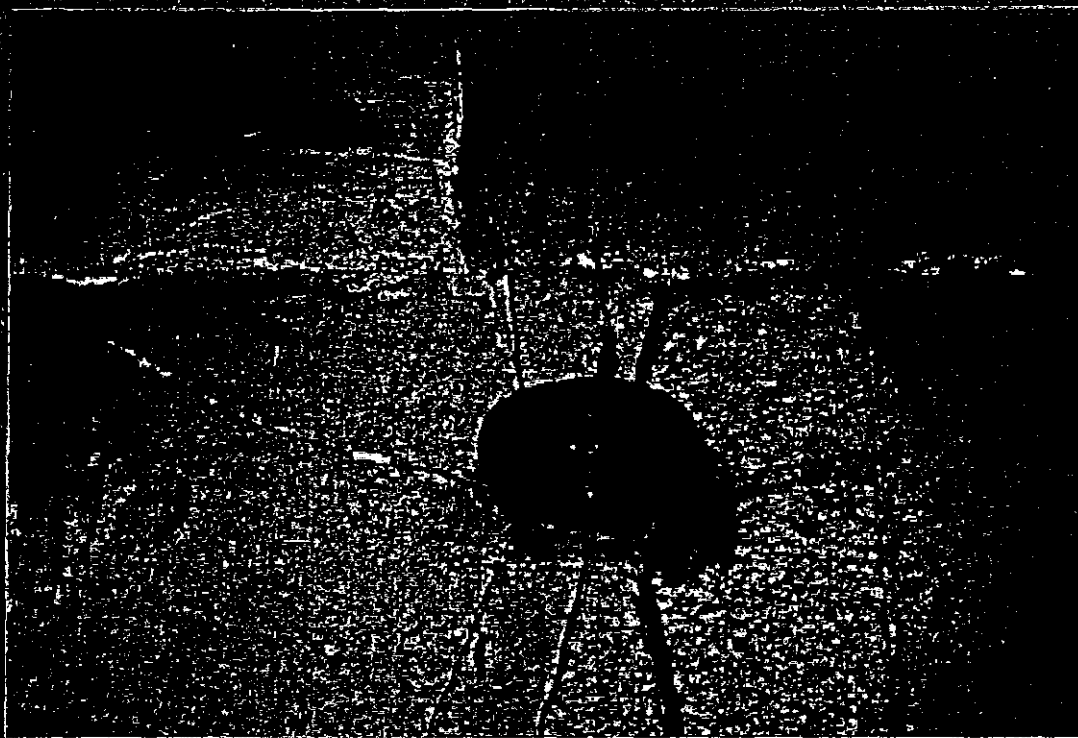


Fig. 19. Rusty iron holder causes cracking of stonework.

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Fig. 20. Dampness problem in vault over Cartridge Store.



Fig. 21. Internal view of one of the Magazines at basement level.

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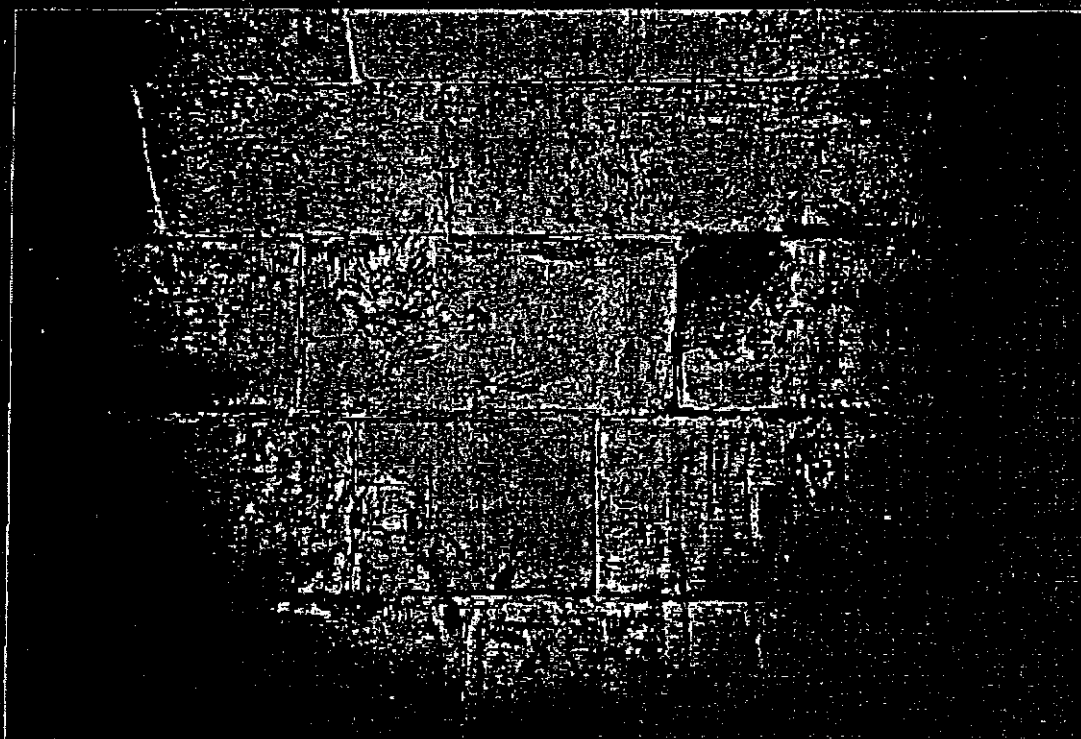


Fig. 22. Stonework requiring consolidation.



Fig. 23. Internal view of one of the magazines with flanking lamp passage.



Fig. 24. Badly deteriorated RSJs over central caponier.



Fig. 25. Severe dampness problems in vault of Guard Room.

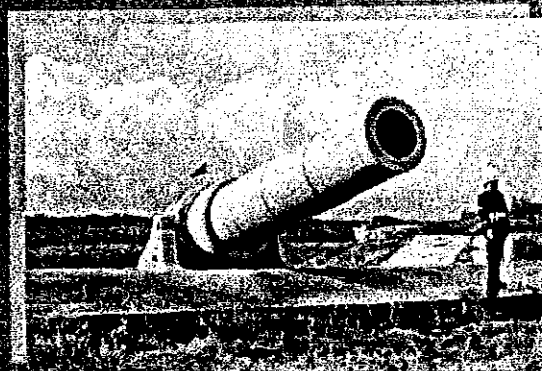


Fig. 26. Dampness problems in Guard Room.

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Fort Rinella

Management Plan



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Management Plan

Fondazzjoni Wirt Artna

Since its set-up in 1987, *Fondazzjoni Wirt Artna* has embarked on various projects aimed at bettering the understanding and preservation of Malta's cultural heritage. Over time, *Fondazzjoni Wirt Artna* established itself as one of the leading NGO's on the island. All this was achieved through hard work on several rehabilitation and restoration projects of cultural properties and by re-proposing the sites to the general public.

Main aims of plan

The Foundation aims to protect, conserve, manage, and display Malta's military heritage: Fort Rinella and the 100 ton Armstrong gun at Kalkara.

In essence, *Fondazzjoni Wirt Artna* aims to:

- Conserve properly the site
- Use the site as a sustainable visitor attraction
- Grant public access to the site
- Understand better the site's cultural, historical and social relevance
- To recreate aspects from the past through historical re-enactments
- Contribute towards Malta's cultural tourism product

Description and Statement of Significance

Description

By the end of the 1870s, the Maltese islands faced a rising threat from newly built Italian battleships of the Duillo class. These battleships were armed with the world's largest gun at the time, the Armstrong 100-ton gun. To counter this threat, the British built two batteries, Fort Rinella on the Kalkara side, and Fort Cambridge on the Sliema side both of which were armed with the 100-ton gun.

Started in 1879 and finished by 1886, Fort Rinella received its 100-ton gun in 1884. Based on a pentagonal shape, Fort Rinella was totally defensible being protected by a ditch, bent entry, retractable bridge, a musketry parapet and caponiers. The fort also included garrison accommodation. The entrance passage led to a central elongated courtyard through which access to the rest of the fort was possible.

At their time of building, the 100-ton gun batteries were highly innovative in their design but also exorbitantly expensive. These batteries were the first defence structures in history to employ a mechanical system for the working and loading of their guns making it totally independent of human power. On the other hand, the 100-ton gun went down in history as the epitome in muzzle loading technology.

Cultural Heritage Values

Architectural and Military

Fort Rinella is located in the area known as Ta' Wied Ghammieg overlooking the sea, and guarding the entrance to the Grand Harbour. It was built into the ground following the prevalent system of the time, which made it less conspicuous and less vulnerable to the effects of shelling from the sea. It was built on three levels and divided in two main parts; the rear serving as the main accommodation area, whereas the front part was totally occupied by the machinery supporting the gun and the munitions. The gun was mounted on a carriage and slide, firing over the parapet of an open emplacement.

The battery had various important provisions made in its design to defend it against surprise attack from land. A vertically cut ditch, in itself enfiladed by three caponiers and a counter-scarp gallery, surrounded the battery and made it impossible for anyone to reach to its outer walls. The battery gate and all its windows in the barrack block were provided with musketry loop-holes, from which the garrison could defend itself against an attack from that direction. A musketry parapet roughly followed the physical features of the roof of the battery in such a way that it covered all the approaches to the work. The battery was also equipped with a Guthrie Bridge, which could be rolled inside in case of an attack.

Key Issues

Conservation and Access

Access and sustainability

Following long years of neglect and vandalism, works on the fort began in 1991 by volunteers of *Fondazzjoni Wirt Artna* - Malta Heritage Trust. The aim was to restore the fort and bring its machinery back to working order.

It was not long before the fort became operable for guided visits, however being financed exclusively through gate money and voluntary contributions, the task was long and arduous. For some time Fort Rinella served as the *Fondazzjoni Wirt Artna* headquarters. These were later shifted to Notre Dame Gate in Vittoriosa. Fort Rinella is the only historic fort in Malta which gives the visitor a different experience by presenting life in forts during the Victorian period.

Fort Rinella is currently open daily. The experience offered at the fort goes beyond a walkthrough visit. Through re-enactors, the visitor can learn in a lively and interactive way how the garrison lived and worked in the fort. The visitor also has the chance to widen his knowledge of the fortifications during the Victorian period and how military technology changed and had direct impact on fortification building.

Recent land additions to the Fort made it possible for re-enactment including live cannon firing and gun firing as well as other displays.



Site Security

Since its opening in 1991, the fort has undergone several restoration works, and rebuilding of collapsed and deteriorated areas. Parts of the roof were reconstructed giving the site a water tight environment and making it possible to set up a small museum where artefacts and other related materials are displayed for public enjoyment. The site is also equipped with a digital remote surveillance system intended to secure Fort Rinella on a 24 hour basis against vandalism, break-ins and thefts.

Events

Currently Fort Rinella is open daily to the public, offering a hands on experience on life in a Victorian fort. A guide dressed as a 19th century Victorian soldier takes the visitor around the fort on a discovering journey. Starting with the firing of an original Victorian cannon the tour offers a close encounter with various, defensive measures employed. The tour continues on the inside of the fort where more displays take place explaining and showing signalling, firing of rifles, bayonet practices and military cooking. Fort Rinella also houses a permanent exhibition of original Victorian artefacts on the life of the garrison within the fort.

For the future, *Fondazzjoni Wirt Artna* envisages a new and updated exhibition related to the subject as well as some modifications to opening hours in order to facilitate and offer better visiting hours and exhibits to its visitors.

At present, *Fondazzjoni Wirt Artna* also offers the opportunity to use the fort for private functions such as children's birthday parties.

Conservation and Restoration

Following its opening in 1992, *Fondazzjoni Wirt Artna* has carried out extensive restoration works on the fort, both externally and internally to bring it to working order. The majority of the works were carried out by volunteers and members, still all works were carried out to a high standard. In fact with Fort Rinella, *Fondazzjoni Wirt Artna* has set a high standard in the field of conservation and restoration of forts not only locally but also abroad.



tb

Still much work is needed to upkeep the site and carry out further restoration works. However, with the implementation of a general maintenance scheme, works are being constantly carried out.

Research

Since the beginning, Fort Rinella has been able to present the public with a high level of information. This is greatly due to the fact that any research carried out was done scrupulously and holistically. Visiting the site one can get to know not only the historical and architectural side of the site but also the anthropological side.

Research of the cannon's mechanised loading system is still going on. Once enough data is available, restorations will take place on the mechanism in order to bring it to its original functioning order.



Objectives

Long Term Objectives

- *Fondazzjoni Wirt Artna* will be working to establish Fort Rinella as one of its main attractions and to present its visitors with an exhibition centred on Malta's military heritage and the Victorian period.

Sustainable tourism

- *Fondazzjoni Wirt Artna* will be working to set up exhibitions related to the history of the site, the 100-ton gun and the Victorian period.
- *Fondazzjoni Wirt Artna* will ensure that any exhibitions held will be designed around its visitors in order to fulfil their curiosity and lack of knowledge regarding the subject.

Conservation Objectives

- *Fondazzjoni Wirt Artna* will ensure that the site and its surroundings are brought to its original splendour, by conservation and restoration works to be carried out to the highest international standards.

Research and documentation objectives

- *Fondazzjoni Wirt Artna* will be working to update its present military collection to offer to its visitors the most updated information and reference collection available.
- *Fondazzjoni Wirt Artna* will be working on increasing public awareness related to cultural heritage.

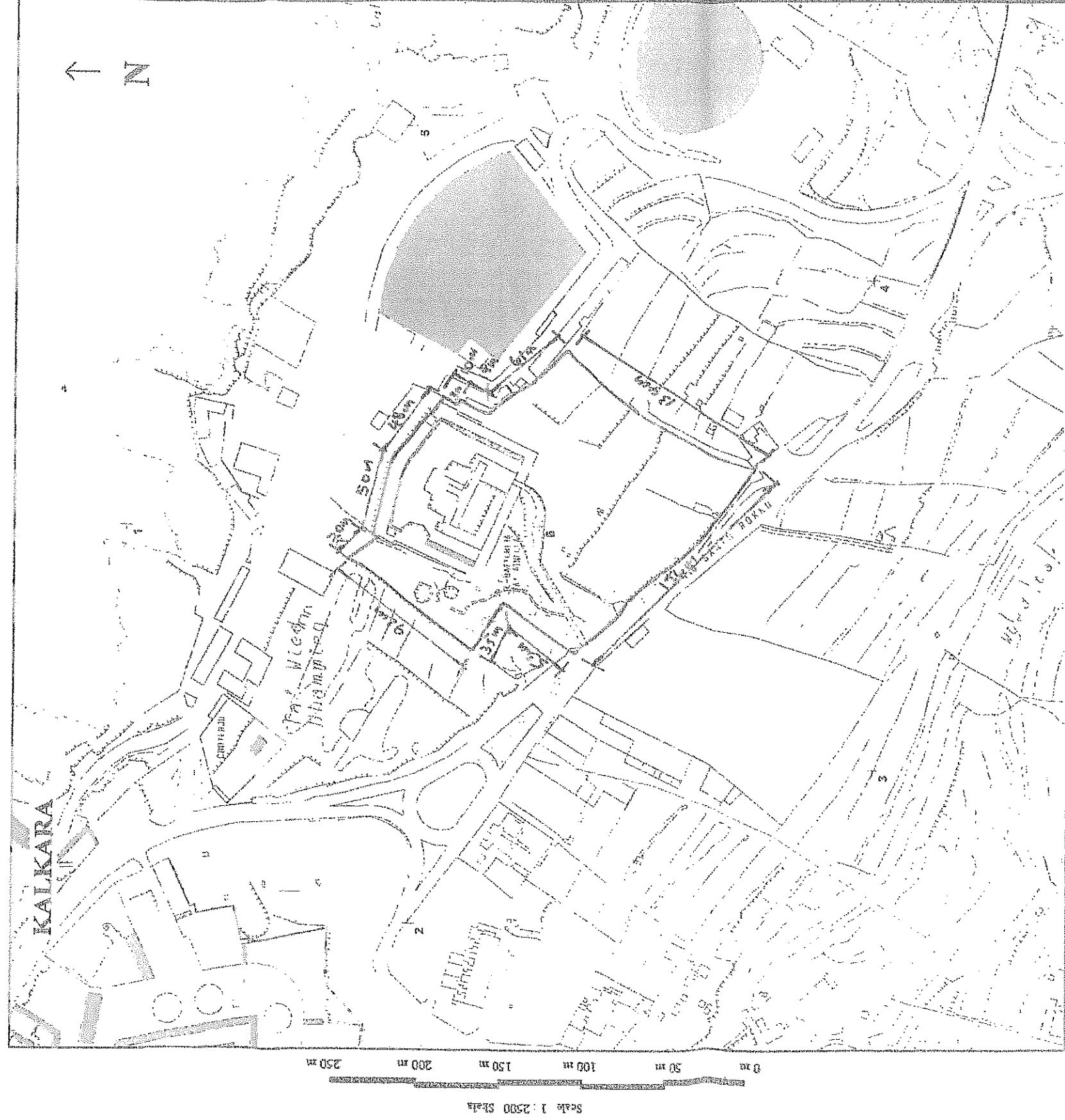
Selected Bibliography

Farrugia, M. 2002. *Fort Rinella and its Armstrong 100-Ton Gun*. Heritage Books

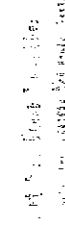
Appendix 2.

MINISTER FOR
LAND AND
CONSTRUCTION

This is an official document for Land Registry use only. I 58 - Division of Land Registry



Gvern ta' Malta Government of Malta		Pjanta tas-sit 1:2500 Site Plan		Gvern ta' Malta Government of Malta	
Registru tal-Artijiet		Land Registry		Gvern ta' Malta Government of Malta	
Casa Bollino, 116 Triq il-Panem, Valletta		Casa Bollino, 116 West Street, Valletta		Gvern ta' Malta Government of Malta	

Nru tal-Mappa: Map Number:	318441M	Posizzjoni Ċentrali: Centre Coordinates:	x = 57837 y = 72495	Parti min SS: Extracted from SS	5872 5672	Data: Date:	18/08/2015
Perit Architect:				Qies (metri kwadri) Area (square metres)	Area - 24,190.2 (circa)		
Timbru tal-Perit Architect's Stamp				Firma tal-Applikant Applicant's signature			

Dritt Mikallas
For Paid

Dan hu dokument uffiċjali għall-użu biss fir-Registru tal-Artijiet



"A"



PARLIAMENTARY SECRETARIAT FOR JUSTICE
OLD TREASURY STREET, VALLETTA, MALTA

15th December 2016

Dr Anthony Pace
Superintendent of Cultural Heritage
Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

Dear Dr Pace

Ref. Guardianship Deeds with Fondazzjoni Wirt Artna

Following the consent of the Prime Minister and the advice of the Committee of Guarantee of 22 February 2016, in accordance with Article 48 of the Cultural Heritage Act (CAP 445), you are hereby authorised, in your capacity as Superintendent of Cultural Heritage, to conclude a Guardianship Deeds under the terms and conditions of the said Act, with the purpose of entrusting Fondazzjoni Wirt Artna, with the management of the following Government-owned properties as duly described in the said deeds:

Fort Rinella - Kalkara
Notre Dame Gate – Vittoriosa
Xghijra Tower
Madliena Tower
Pillbox at Madliena
Military Bridge at Madliena
Fougasse at Madliena
R15 Reserve Post at Naxxar
Ab1 beach post at Mellieha
RaO beach post at Kalkara
French Post at Vittoriosa

The above authorisation is without prejudice to decisions of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act. The properties to be held in guardianship shall remain subject to surveillance of the Superintendent of Cultural Heritage.

v A"

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,



The Hon. Dr Owen Bonnici

Minister for Justice, Culture and Local Government

True copy of the original

Today 16/12/2016

DR. KEITH FRANCIS GERMAN



CHIEF NOTARY TO GOVERNMENT



"B"



15th December 2016

SEGRETARJAT PARLAMENTARI GHALL-IPPJANAR
U S-SIMPLIFIKAZZJONI AMMINISTRATTIVA
BERGA TA' KASTILJA, VALLETTA, MALTA

Hon. Owen Bonnici MP –
Minister for Justice, Culture and Local Government
VALLETTA.

Thru': The Hon. Dr Joseph Muscat
Prime Minister

Dear *Hon Bonnici,*

Guardianship Deeds with Fondazzjoni Wirt Artna

Following our discussions on the matter and following the advice of the Committee of Guarantee of 22 February 2016, in accordance with Article 48 of the Cultural Heritage Act (CAP 445), I do hereby give my consent to the conclusion of Guardianship Deeds under the terms and conditions of the said Act, with the purpose of entrusting Fondazzjoni Wirt Artna, with the management of the following Government-owned properties as duly described in the said deeds:

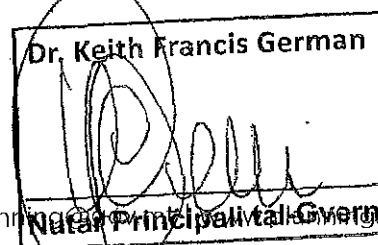
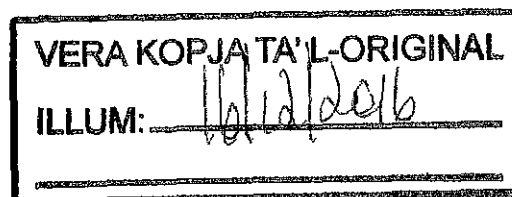
Port Rinella - Kalkara
Notre Dame Gate – Vittoriosa
Xghijra Tower
Madliena Tower
Pillbox at Madliena
Military Bridge at Madliena
Fougasse at Madliena
R15 Reserve Post at Naxxar
Ab1 beach post at Mellieha
RaO beach post at Kalkara
French Post at Vittoriosa

The above authorisation is without prejudice to the decision of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act. The properties to be held in guardianship shall remain subject to surveillance of the Superintendent of Cultural Heritage.

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,

Hon Deborah Schembri
Parliamentary Secretary for Planning and Simplification of Administrative Processes



Doc 4C

Pace Anthony at Heritage Superintendence

From: Mamo Albert V at GPD
Sent: 24 February 2010 12:19
To: Pace Anthony at Heritage Superintendence
Cc: Azzopardi Jason at MFEL; Bezzina Alfred at GPD; Minto Lino at MFEL; Mifsud Alfred G at GPD
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Superintendent
Cultural Heritage

Dear Sir,

Grant of Guardianships on Government Property to Fondazzjoni Wirt Artna

You may wish to note that approval has been given by Minister of Finance, the Economy & Investment for the allocation of the properties mentioned hereunder to you so that you may enter upon guardian ship deeds with Fondazzjoni Wirt Artna. I have not received any approval from the Minister responsible for Cultural Heritage and it is up to you to obtain it unless it has been obtained already.

In so far as G.P.D. is concerned, the properties are being allocated to you and the accounts are being closed as on the 28th February 2009. The Estate Management Department shall be forwarding to you three copies of each PD plan showing the properties as held on lease so that you may conclude the deeds of guardianship. As to the Notary, it is suggested that you ask the Notary to Government to publish the deeds as our notaries are overloaded with work.

A.V. Mamo
Commissioner of Land

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

Reference is made to nine requests by CEO Fondazzjoni Wirt Artna dated 14th December 2009 for the transfer of a number of properties by guardianship namely:- Couvre Port (ground floor only) Birgu, Tower at Triq il-Wiesgha, Xaghjra, Notre Dame Gate, Birgu, Is-Simbilja medieval hamlet, l/o Dingli, Madliena Tower and adjacent structures, Room off Mediterranean Street and Bridge and Weir at Pembroke, St. Thomas Tower Marsacala, Pillboxes at Mellieha, Naxxar and Kalkara and Fort Rinella Kalkara. All these properties are already held by the Fondazzjoni either on encroachment terms or under some form of agreement with government.

The Parliamentary Secretary for Revenue and Lands has no objection to this request. Clause 48. (1) of (Chapter 445) Culture Heritage Act stipulates :-

48. (1) The Superintendent may with the authority in writing of the Minister, in concurrence with the Minister responsible for lands, enter by public deed, into a guardianship contract with a local council or with a non-government organization whereby the custody and administration of immovable cultural property is passed over to the local council or the non - government organisation, as the case may be, in accordance with the provisions of this Act and of such regulations as may be prescribed and to such conditions not inconsistent therewith as may be contained in the deed. The guardianship deed shall state the term for which it is entered, which term shall be approved by the Superintendent on a case by case basis, following the careful consideration of the feasibility and scale of undertaking of each proposal.

In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo
Commissioner of Land

(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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END OF TEXT

Thanks & Rgds

Albert V. Mamo

Commissioner of Lands
Land Dept.
(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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Vella Mario at MFEI**From:** Fenech Tonio at MFEI**Sent:** Mon 18/01/2010 12:18**To:** Vella Mario at MFEI**Cc:****Subject:** Fw: Grant of Guardianships on government property to Fondazzjoni Wirt Artna**Attachments:**

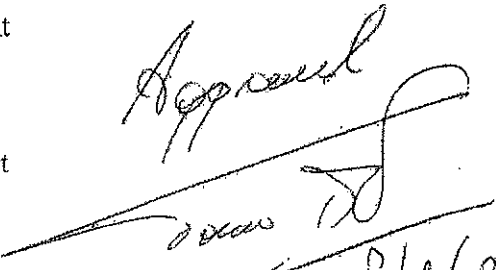
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From: Mamo Albert V at GPD**To:** Fenech Tonio at MFEI; Cristina Dolořes at MEDC**Cc:** Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Pace Anthony at Heritage Superintendence; Mintoff Lino at MFEI**Sent:** Thu Jan 14 09:23:00 2010**Subject:** FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,



8/2/2009.

TONIO FENECH B.A. (Hons.) Accty., F.I.A., C.P.A. M.P.
MINISTER FOR FINANCE, THE ECONOMY AND INVESTMENT

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

Reference is made to nine requests by CEO Fondazzjoni Wirt Artna dated 14th December 2009 for the transfer of a number of properties by guardianship namely:- Couvre Port (ground floor only) Birgu, Tower at Triq il-Wiesgha, Xaghjra, Notre Dame Gate, Birgu, Is-Simbilja medieval hamlet, Wied Dingli, Madliena Tower and adjacent structures, Room off Mediterranean Street and Bridge and Weir at Pembroke, St. Thomas Tower Marsacala, Pillboxes at Mellieha, Naxxar and Kalkara and Fort Rinella Kalkara. All these properties are already held by the Fondazzjoni either on encroachment terms or under some form of agreement with government.

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48. (1) The Superintendent may with the authority in writing of the Minister, in concurrence with the Minister responsible for lands, enter by public deed, into a guardianship contract with a local council or with a non-government organization whereby the custody and administration of immovable cultural property is passed over to the local council or the non - government organisation, as the case may be, in accordance with the provisions of this Act and of such

regulations as may be prescribed and to such conditions not inconsistent therewith as may be contained in the deed. The guardianship deed shall state the term for which it is entered, which term shall be approved by the Superintendent on a case by case basis, following the careful consideration of the feasibility and scale of undertaking of each proposal.

In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo

Commissioner of Land

(Government Property Division)

Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt

Website -: <http://www.gpd.gov.mt>

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COMMITTEE OF GUARANTEE

" D "

22 February 2016
Hon Dr O. Bonnici
Minister of Justice, Culture and Local Government
Valletta

Dear Hon Minister Bonnici,

Following a recent meeting of the Committee of Guarantee it has been unanimously decided that Fondazzjoni Wirt Artna is to be given Guardianship deeds for the following properties:

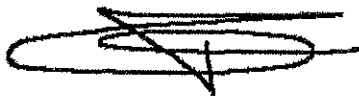
- 1) Fort Rinella, Kalkara
- 2) Heritage Sites in Pembroke: Madliena Tower and adjacent structures; Room off Mediterranean Street; and, Bridge & Weir, Pembroke
- 3) Tower at Triq il-Wiesgha, Xaghjra
- 4) World War II Pill Boxes: Reserve Post R15 (Naxxar); AB1 Beach post (Mellieha); and, RAO beach post (Kalkara)
- 5) Notre Dame Gate, Vittoriosa
- 6) St. Thomas Tower, Marsascala

All documentation necessary for this action is attached to this letter.

Sincerely yours,

Dr Timmy Gambin

Chairperson, Committee of Guarantee

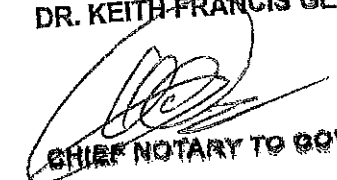


CC Mr R. Muscat; Dr T. Pace & Mr M. Farrugia

True copy of the original

Today 16/12/2016

DR. KEITH FRANCIS GERMAN



CHIEF NOTARY TO GOVERNMENT

Doc "A1"



Fort Rinella, St. Rocco Rd,
KALKARA, CSP 11
Tel/Fax: (+356) 21609713
e-mail: fwa@waldonet.net.mt

POWER OF ATTORNEY

This 7th day of August of the year 2003.

The board of Trustees hereby authorizes Mr Mario Farrugia and Dr George Said, Chairman and Vice-Chairman of the Board of Trustees of Fondazzjoni Wirt Artna, to represent the Foundation on all matters regarding all Guardianship Deed to be agreed and signed with the Superintendence of Cultural Heritage representing the Government of Malta.

Signed by:

Dr Nicholas Vella

Joseph Magro Conti

Raymond Cachia Zammit

Christopher Gatt

True copy of the original

Today 16/12/2016

DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

Today the sixteenth (16th) day of December of the year two thousand and sixteen (2016)

Deed No.
131

Guardianship Deed

Before me Doctor Keith Francis German, Chief Notary to Government, personally came and appeared as identified by the here under mentioned documents:

Doctor Anthony Pace, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on 25/01/1962 and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of Government, (hereinafter referred to as "the Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta;

and

The second party, **Mario Farrugia**, son of Amabile Farrugia and Josephine nee' Dimech born in Pietà on 23/08/1967 and residing in Mqabba, holder of Identity Card Number 345667(M), together with **Doctor George Said**, son of Joseph Said and Evelyn née Borg, born in Saint Julians on 04/03/1977 and residing in Sliema, holder of Identity Card number 165577(M), who are jointly appearing hereon in their capacity as Executive Chairman and Deputy Chairman respectively for and on behalf of Fondazzjoni Wirt Artna hereinafter referred to as "the Guardian" as authorised by means of a Board Resolution hereto annexed and marked with Document 'A1'.

each of which a Party and together the Parties.

Related papers relative to this deed are marked Notary to Government number thirty-eight stroke two thousand and fifteen (Not. 38/2015).

The Parties premise and declare:

- A. Whereas the Guardian, a long standing voluntary organisation active in the field of heritage preservation, has volunteered to carry out, at its own cost and expense, the necessary conservation and restoration works to the Heritage Sites in Pembroke (as defined hereunder);



- B. Whereas the Guardian has the necessary means, including access to funds, personnel and expertise to carry out the necessary conservation and restoration works to the Heritage Sites (as defined hereunder);
- C. Whereas the Guardian also wishes to manage the Heritage Sites in Pembroke on behalf of the Government (as defined hereunder) as part of Malta's historic and artistic heritage;
- D. Whereas, in virtue of the Article forty-eight (48) of the Cultural Heritage Act of the year two thousand and two (2002), the Superintendent is empowered to enter by public deed with Local Councils and Non-Governmental Organisations, after having been duly authorised for these purposes by the Minister responsible for cultural heritage as results from a copy of the relative authorisation which is hereto annexed, marked Appendix A, and with the concurrence of the Minister responsible for Lands as per Appendix letter 'B' and from the relative authorisation of the Commissioner of Land a copy of which is hereto annexed, marked Appendix C, following the advice of the Committee of Guarantee as results from a copy of the relative correspondence which is here annexed, marked with the Appendix D.
- E. Whereas the Superintendent having been authorised as above indicated, is desirous of entering into such guardianship deed with the Guardian;
- F. Whereas the Superintendent is willing to appoint the Guardian to carry out the conservation and restoration works (as defined below) and to manage the Heritage Sites, subject to the terms and conditions stipulated hereunder;
- G. And whereas this guardianship deed is being entered into for restoration, conservation, didactic and presentation purposes only, in accordance with the guardian's principal objectives to protect the Islands' natural and historical heritage, and with objectives specific to this deed outlined in the document entitled 'Pembroke Nature - Heritage Park Management Plan', hereto annexed and marked Appendix 1;
- H. Now therefore the Superintendent of the one part and the Guardian of the other part are hereby entering in virtue of this deed into a guardianship contract, in terms of Article forty-eight (48) and other provisions of the Cultural Heritage Act of the year two thousand and two (2002), whereby the Superintendent is entrusting to the Guardian, which accepts, the guardianship of the historical property comprising the Heritage Sites known as (i) the Madliena Tower and adjacent structures, (ii) Room off Mediterranean Street (known also as the World War II Perimeter Defence Post or Pillbox), and (iii) Bridge and Weir, which Heritage Sites are all situated in the locality of Pembroke. Site (i) is defined as Property No.: E20690, occupying an Area of 948m², and consisting



of the Madliena Tower labeled Tower, Gun Post labeled Gun Post, Room labeled Room, Platform labeled Platform and Fougasse without label, as shown in Land Registry plan hereto attached and marked Appendix 2. Site (ii) is defined as Tenement No.: 79719, and occupying an Area of 17m², as shown in Land Registry plan hereto attached and marked Appendix 3. Site (iii) is defined as Property No.: E20689, occupying an Area of 93m², and consisting of Bridge and Weir (labeled), as shown in Land Registry plan hereto attached and marked Appendix 4.

1. Definition of Terms

In construing this Deed, the following terms shall have the meaning assigned to them hereunder, except where the context requires otherwise:

Committee shall mean the Committee of Guarantee established by Article 14 of the Cultural Heritage Act;

Conservation and restoration works shall mean the conservation and restoration works to be carried out by the Guardian as set out in clause 2 and better described in Appendix 5;

Deed shall mean this Deed, including all appendices and documents attached hereto;

Equipment shall mean all and any equipment, tools, materials, machines and consumables, including without limitation any ticketing systems, turnstiles and hand-sets, to be used by the Guardian in the performance of the Services;

Good Industry Practice shall mean the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a highly skilled, trained and experienced person engaged in providing services which are the same or similar to the Services;

Heritage Sites shall mean the historical property within the locality of Pembroke, which is covered by the guardianship contract in virtue of this Deed as described in paragraph H;

House shall mean the House of Representatives;



<i>Management Services</i>	shall mean the management services to be carried out by the Guardian as described in clause 16;
<i>Minister</i>	shall mean the Minister responsible for cultural heritage, and includes, to the extent of any authority given, any person specifically authorised by the Minister for any of the purposes of the Cultural Heritage Act;
<i>Project Manager</i>	shall mean the person appointed by the Guardian pursuant to clause 3 of this Deed;
<i>Services</i>	shall mean the conservation and restoration works and the management services collectively;
<i>Superintendent</i>	shall mean the Superintendent of Cultural Heritage.

Part A – Conservation and Restoration Works

2. The Conservation and Restoration Works

- 2.1 The Superintendent hereby engages the Guardian, which accepts, to carry out the conservation and restoration works set out in Appendix 5 at its own cost and expense and without being entitled to any claim for compensation therefore, and subject to the terms and conditions of this Deed. The conservation and restoration works shall accede to and become an integral part of the Heritage Sites.
- 2.2 All conservation and restoration works to be carried out in terms of this Deed shall be executed in accordance with such reasonable directions as the Superintendent may give and using materials and workmanship of high quality and standards in accordance with Good Industry Practice. All conservation and restoration works shall be carried out in the manner set out in Appendix 5 or, where not so set out, to the reasonable satisfaction of the Superintendent and the Government.
- 2.3 The Guardian represents and warrants that it has or has access to the necessary expertise, capabilities and resources, including financial means, to carry out the

conservation and restoration works in accordance with the terms and conditions of this Deed.

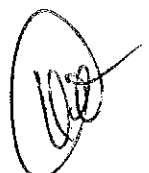
- 2.4 The Guardian shall submit for the consideration of the Superintendent, within twelve (12) months of the signing of this Deed, a detailed action plan for the Heritage Sites, which will include a management and conservation plan. The Guardian shall submit to the Superintendent an annual report on the activities related to the specific objectives of the Management and Conservation plans.
- 2.5 The Guardian, advised and guided as necessary by the Superintendent, agrees to submit for the consideration of the Superintendent, within six (6) months of the signing of this Deed, a detailed report on the current state of the Heritage Sites.
- 2.6 The Guardian, advised and guided by the Superintendent, shall submit for consideration of the Superintendent a detailed survey and inventory of all the moveable artefacts located within the Heritage Sites, within six (6) months of the signing of this Deed.
- 2.7 The Guardian shall, before undertaking any of the conservation and restoration works and/or any other works or repairs which it is required to carry out, give notice thereof in writing to the Superintendent.
- 2.8 The Guardian shall acknowledge the collaboration given by the Government and the Superintendent, in furtherance of the conservation and restoration works, in all public information materials and activities implemented as part of this Deed.

3. The Project Manager

- 3.1 The Guardian shall appoint a Project Manager who shall supervise, manage and ensure the proper and timely completion of the conservation and restoration works. The Project Manager shall liaise with the Superintendent, and the Superintendent shall convey all its instructions in relation to the conservation and restoration works to the Project Manager. The Project Manager and the Superintendent shall be the single point of contact between Government and the Guardian in relation to the conservation and restoration works.

4. Due Diligence

- 4.1 The Guardian acknowledges and guarantees that it has:



- 4.1.1 examined the Heritage Sites fully and that it has all the information required in order for it to make an informed assessment of the nature and extent of the conservation and restoration works required and the optimum manner in which the said conservation and restoration works are to be carried out;
- 4.1.2 taken into full account the information made available to it, as well as any information otherwise available in relation to the Heritage Sites;
- 4.1.3 raised all due diligence questions with the Government before the date of execution of this Deed; and
- 4.1.4 entered into this Deed in reliance on its own due diligence and in entering into this Deed has not relied on any representation, warranty, condition or other term, express or implied, save for those expressly provided in this Deed and those which cannot be prohibited by law.

5. Equipment and Resources

- 5.1 The Guardian shall, at its own cost and expense, provide all the Equipment, labour and funds necessary to complete the conservation and restoration works in accordance with the time-frames stipulated in this Deed.
- 5.2 The Guardian shall be responsible for the receipt at the Heritage Sites of all the requisite Equipment. The Guardian shall store the Equipment required for the conservation and restoration works at such location, at the Heritage Sites, or off-site, as may from time to time be directed by the Superintendent. The Superintendent or Government shall not bear any responsibility for the safe storage of the Equipment. The Guardian also acknowledges and agrees that any Equipment which is not required for the provision of the Services may not be stored at the Heritage Sites.
- 5.3 For the avoidance of doubt, the Government and the Superintendence shall not be obliged to provide any of the Equipment, nor in any manner assist in the management or the performance of the conservation and restoration works, other than as expressly provided herein.

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6. Variations and Omissions

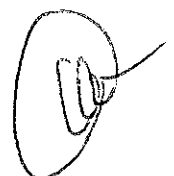
- 6.1 The Guardian shall not alter the Conservation and restoration works except as directed in writing by the Superintendent. The Superintendent shall have the power to require reasonable alterations in the conservation and restoration works.
- 6.2 Any work which is not specifically mentioned in this Deed to be part of the conservation and restoration works, but which may be inferred to be necessary for the stability or proper completion or the safe, reliable and efficient operation of the conservation and restoration works must also be carried out by the Guardian and shall be deemed to form an integral part of the conservation and restoration works.

7. Responsibility to Rectify Loss or Damage

- 7.1 If any loss or damage, from any cause whatsoever for which the Guardian is responsible, happens to the Heritage Sites, the Guardian shall at its own cost rectify such loss or damage.

8. Insurance and Indemnity

- 8.1 The Guardian shall at its own cost and expense take out adequate insurance in accordance with Good Industry Practice as is utilised to insure damages resulting from the conservation and restoration works. The Guardian shall, upon request, provide proof to the Superintendent that such insurance cover has been taken out and that the last premium due has been paid.
- 8.2 The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 8.1 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.
- 8.3 The Guardian shall indemnify the Government and the Superintendence and hold the Government and the Superintendence harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the conservation and restoration works or which are connected with the conservation and restoration works, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.



9. **Protection of the Heritage Sites, Safety and Security**

- 9.1 The Guardian shall, throughout the execution and completion of the conservation and restoration works:
- 9.1.1 have full regard for the safety of all persons entitled to be upon the property of the Heritage Sites and keep the Heritage Sites and the conservation and restoration works, at all times, in an orderly state to ensure to the avoidance of danger or risk to such persons' health and safety, as well as that of third parties;
 - 9.1.2 comply with all current construction regulations and working rules, as well as any other laws and/or regulations which may be applicable to the Guardian and/or to the conservation and restoration works;
 - 9.1.3 take all reasonable steps to avoid damage or nuisance to the public or to property resulting from pollution, noise or other causes arising as a consequence of The Guardian's methods of operation;
 - 9.1.4 take all reasonable steps to prevent any unlawful, riotous or disorderly conduct by or amongst the Guardian's staff and any contracted or subcontracted persons involved in the conservation and restoration works and to preserve peace and protection of persons and property in the neighbourhood of the conservation and restoration works and on the Heritage Sites as a whole;
 - 9.1.5 take all necessary safety precautions to prevent the outbreak of fire in the Heritage Sites, falling objects, or any other similar peril;
 - 9.1.6 ensure that inflammable materials, compressed gases or gas cylinders which are brought on site for its use are safely stored, transported and used, and it shall keep suitable portable fire extinguishers readily available and close at hand where compressed gases and/or gas cylinders are being used or work necessitates the use of naked flames;
 - 9.1.7 remove and dispose of any waste material or rubble which has been produced in connection with the conservation and restoration works; and
 - 9.1.8 provide and maintain, at its own cost and expense all lights, guards, fencing, warning signs and surveillance, for the protection of the conservation and restoration works or for the safety and convenience of the public and/or others;



10. Access to the Heritage Sites and working hours

- 10.1 Access to the Heritage Sites shall be afforded to the Guardian for the purpose of carrying out the conservation and restoration works. The Guardian shall follow the Superintendent's or the Government's reasonable instructions in relation to its conduct in the Heritage Sites and the manner in which the Heritage Sites are to be accessed.

11. Supply of Water and Electricity

- 11.1 The Guardian shall pay all water and electricity charges incurred in the provision of the conservation and restoration works.

12. Commencement and Completion of Works

- 12.1 The Guardian shall ensure the execution of the conservation and restoration works in accordance with the attached project plan in Appendix 5. The Guardian shall ensure that the conservation and restoration works proceed in accordance with the same project plan with due expedition and without delay to reach completion of the conservation and restoration works in accordance with the time-frames set out in the project plan.
- 12.2 All conservation and restoration works shall be completed in accordance with this Deed by not later than the tenth (10th) anniversary of this Deed.

13. Inspection and Testing

- 13.1 The Government or the Superintendent shall be entitled, at all reasonable times, to inspect, examine and test the materials and workmanship being supplied by the Guardian under this Deed. Such inspection, examination and/or testing shall not release the Guardian from any of its obligations in terms of this Deed.
- 13.2 Upon completion of the conservation and restoration works, the Guardian shall give notice in writing to the Superintendent who shall inspect the Heritage Sites to verify completion. If the completion of the conservation and restoration works is to the satisfaction of the Superintendent, the said Superintendent shall issue a completion certificate to this effect.



14. Defects

- 14.1 If, as a result of any inspection, the Superintendent decides that any part of the conservation and restoration works is defective, damaged or in any way not in accordance with the Deed, or that any materials or workmanship is not up to the required standard, the Guardian shall, at its own cost and expense, make good the defect or damage, or replace the materials and workmanship, as the case may be, without any delay.

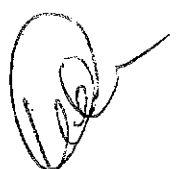
15. Delay

- 15.1 If the Guardian fails to complete the conservation and restoration works in accordance with the time-lines specified in the project plan in Appendix 5 or by the date set out in Clause 12.2, whichever is the earlier, or by such other date, as may be agreed between the Parties, this Deed may be terminated.

Part B – Management Services

16. Management Services

- 16.1 The Superintendent hereby appoints the Guardian which accepts, to manage the Heritage Sites on behalf of the Government in accordance with the terms specified hereunder. The Guardian shall diligently and to the best of its abilities in accordance with Good Industry Practice carry out the Management Services.
- 16.2 The Heritage Sites shall be managed by the Guardian as a visitor attraction.
- 16.3 The Government shall have the right to use, free of charge, the Heritage Sites for a period not exceeding fourteen (14) days in aggregate in any particular year. In all cases, the Government shall give the Guardian one (1) month notice in writing in advance of the holding of such activity.
- 16.4 The Guardian represents and warrants that it has the necessary expertise, capabilities and resources to carry out the Management Services in accordance with the terms and conditions of this Deed.

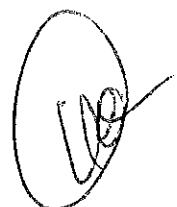
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17. Right to Generate Revenue

- 17.1 The Guardian shall have the right to utilise the Heritage Sites to hold private or public functions against payment and generate revenue from admission fees, donations or fund-raising activities in order to raise the necessary funds to enable it to carry out the main purposes of this guardianship deed.
- 17.2 The Guardian shall, prior to the holding of any such private or public functions, obtain the written consent of the Superintendent, for the type of activity/ function to be held except where this falls within any of the following categories:
- a. Educational initiatives;
 - b. School or youth training projects;
 - c. Exhibitions;
 - d. Artistic performances and animation;
 - e. Guided tours and lectures;
 - f. Official or philanthropic functions hosted or sponsored by the Guardian.
- 17.3 All revenue accruing from activities organised in the Heritage Sites by the Guardian in accordance with the provisions of this clause 17 shall be retained by the Guardian.

18. Equipment

- 18.1 The Guardian shall, at its own cost and expense, provide all the Equipment and labour necessary to provide the Management Services.
- 18.2 The Guardian shall be responsible for the receipt at the Heritage Sites of all the requisite Equipment. The Guardian shall store the Equipment required for the provision of the Management Services at such location, at the Heritage Sites, as may from time to time be directed by the Superintendent. The Government and the Superintendent shall not bear any responsibility for the safe storage of the Equipment.
- 18.3 For the avoidance of doubt, the Government and the Superintendence shall not be obliged to provide any of the Equipment, nor in any manner assist in the provision of the Management Services.



19. Opening Hours

- 19.1 During the first six (6) months from the date of this Deed the Guardian shall not be under any obligation to open the Heritage Sites to the public. Thereafter, the Heritage Sites shall be open to the public at least once a year on open days organised by the Guardian. The Guardian shall ensure that adequate publicity is given to the times and dates of the open days. Moreover, the Guardian agrees to make adequate provisions for the opening of the Heritage Sites by appointment outside these established dates on specific requests from the general public.

20. Insurance and Indemnity

- 20.1 The Guardian shall, at its own cost and expense, take out adequate insurance, including adequate third party liability and public liability insurance cover, in accordance with Good Industry Practice, having regard to management operations that are required to be carried out in terms of clause sixteen (16) - Management Services - in determining the adequate cover thereof. The Guardian shall, upon request, provide proof to the Government and the Superintendence that such insurance cover has been taken out and that the last premium due has been paid.
- 20.2 The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 20 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.
- 20.3 The Guardian shall indemnify the Government and the Superintendent and hold the Government and the Superintendent harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the Management Services or which are connected with the Management Services, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.



Part C – General

21. It is being declared for all intents and purposes that, the Minister responsible for cultural heritage shall, within four (4) weeks after the publication of this deed, or if the House is not then in session, within four (4) weeks of the date when the House next meets, lay a copy thereof on the Table of the House. It is further being declared that if on a motion tabled not later than twenty eight days (28) after the laying on the Table of the House of a copy of this guardianship deed the House resolves that the guardianship deed shall be rescinded, this deed shall be automatically rescinded upon the passing of the resolution.
22. **Title**
- 22.1 The Guardian shall not acquire any title, interest, or right in the Heritage Sites or any of the moveable artefacts located in the Heritage Sites during the term of this Deed and nothing in this Deed shall be construed as granting the Guardian any such title, interest, or right.
23. **The Guardian's Obligations**
- 23.1 The Guardian shall furnish the Superintendent with an updated copy of the statute of the Guardian and of the names and addresses of the persons who, from time to time, hold the offices of Executive Chairman and Deputy Chairman of the Guardian, or such other post(s) as entitles its holder(s) to the legal and/or judicial representation of the Guardian. Any changes to the statute of the Guardian shall be notified in writing to the Superintendent of Cultural Heritage within one (1) week from their adoption.
- 23.2 The Guardian shall ensure that no defacement, mutilation or alteration, the addition of accretions or the fixture of commemorative plaques, information panels or similar items and any other form of fixture, shall take place directly on the property comprising the Heritage Sites and on any work or record or trace relating to or having any historical, artistic, archaeological or antiquarian value which may exist or eventually be discovered in the Heritage Sites, and it is expressly agreed that any object, work or trace having such value, which may at any time be found in the Heritage Sites, is to be notified to the Superintendent and is to be dealt with in accordance with his instructions.



- 23.3 The Guardian shall be responsible for the proper use and upkeep of the Heritage Sites, including the existing decorative structures and the fixtures and fittings therein and shall at all times keep the Heritage Sites in a good state of repair and condition. Moveable collections, office furniture or equipment, furnishings, artefacts and exhibits belonging to The Guardian as at the date of this Deed, shall remain the property of The Guardian, but the Guardian shall not acquire any rights over the Heritage Sites or any other movable objects, decorative structures, artefacts and/or fixtures therein.
- 23.4 The Guardian shall not install, place or otherwise expose any promotional or advertising display or other material within or around the Heritage Sites without the prior written approval of the Superintendent which approval shall not be unreasonably withheld and which approval shall be deemed to have been granted unless it is refused within two (2) weeks from receipt of the relevant request.
- 23.5 At the end of each financial year the Guardian shall submit to the Superintendent not later than four (4) months from the end of the relevant financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Heritage Sites, indicating the revenue obtained, the expenditure incurred, and the surplus generated in respect of the Heritage Sites during the relevant financial year.
- 23.6 In conformity with the stipulations of the Cultural Heritage Act, not later than six weeks after each anniversary of the guardianship deed, the Guardian shall transmit to the Minister, the Superintendent and the Committee of Guarantee, a report of its activities in relation to the cultural property and on the way it has executed the guardianship deed during the previous year. A copy of such report shall be laid on the table of the House by the Minister.
- 23.7 The surplus funds, if any, in respect of the Heritage Sites shall be credited to a 'General Conservation Fund' administered by the Guardian for the upkeep and restoration of properties managed by the Guardian on behalf of the Government.

24. Personnel

- 24.1 The Guardian shall at all times engage, at its own expense, suitably trained and qualified personnel.
- 24.2 The Guardian shall ensure that all personnel engaged by it maintain a smart and clean appearance. The Guardian shall also ensure that its personnel or other



authorised representatives wear suitable means of identification provided by the Guardian, as approved by the Superintendent, when on the Heritage Sites premises.

25. Security

- 25.1 The Guardian shall install, at its own cost and expense, an adequate security system including, without limitation, the installation of CCTV cameras, as may be necessary for the provisions of the Services and the protection of the Heritage Sites and any moveable artefacts.

26. Continuous Improvement and quality

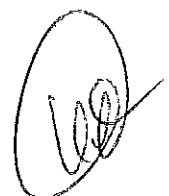
- 26.1 The Guardian shall ensure that all aspects of the Services are the subject of, and are provided in accordance with, a quality management process which provides continuous quality assurance.

27. Regulatory Compliance

- 27.1 The Guardian shall comply with all applicable laws and regulations and obtain all necessary licences, permits or authorisations, including without limitation any building or development permit or licence, in performing its obligations undertaken pursuant to this Deed.
- 27.2 The Guardian shall be responsible for ensuring that any equipment used and/or installed on the property of the Heritage Sites, as well as the Services, comply in all respects with all applicable laws and regulations.

28. Health and Safety

- 28.1 The Guardian shall comply with the Occupational Health and Safety Authority Act (Cap 424 of the Laws of Malta) and all other applicable legislation, statutory rules and regulations regarding health and safety matters.



28.2 The Guardian shall be solely responsible for the health and safety of its employees and all other persons who may be affected by the Guardian's operations while performing any activity at the Heritage Sites. The Guardian shall also be responsible for any damage to the Heritage Sites that may be caused by any negligent and/or wilful act or omission attributable to the Guardian, any member of its staff, any of its contractors, subcontractors, agents and/or representatives.

29. **Costs**

29.1 All expenses incurred by or on behalf of the Parties, including all fees of professional advisers employed by either of the parties in connection with the negotiation, preparation and execution of this Deed shall be borne solely by the Party which incurred them.

30. **Force Majeure**

30.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Deed to the extent that its performance is interrupted or prevented by a Force Majeure Event, subject to the affected party:

- a. promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and
- b. using its best endeavours to limit the effect of that delay or non-performance on the other party.

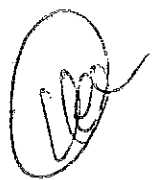
30.2 Such delay or failure shall not constitute a breach of this Deed and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

31. **Amendments**

31.1 No amendment of this Deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

32. **Waivers and Remedies**

32.1 Except as otherwise stated in this Deed, the rights and remedies of each party under this Deed:

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- a. are in addition to and not exclusive of any other rights or remedies under this Deed or the general law; and
- b. may be waived only in writing and specifically.

32.2 Delay in exercising or non-exercise of any right under this Deed is not a waiver of that or any other right.

32.3 Partial exercise of any right under this Deed shall not preclude any further or other exercise of that right or any other right under this Deed.

32.4 Waiver of a breach of any term of this Deed shall not operate as a waiver of any breach of any other term or any subsequent breach of that term.

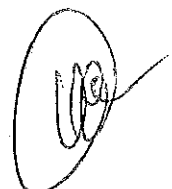
33. **Duration of Deed and Termination**

33.1 The guardianship deed is being entered into for a period of ten (10) years, with effect from the date of this deed, at the end of which period the deed will be considered to have expired. Thereafter renewal of the guardianship deed for further terms will have to be reconsidered.

33.2 The Minister, after consulting the Superintendent and the Committee of Guarantee may at any time be entitled to terminate this Deed if any condition stipulated in this deed or the provisions of the Cultural Heritage Act are not observed by the Guardian. If any material violation is brought to the notice of the Guardian in writing by the Superintendent, the Guardian shall have two (2) months to commence corrective action and shall proceed with such action diligently to completion. If corrective action is not commenced by the Guardian and successfully followed to completion, this Deed may be terminated by the Government or the Superintendent.

33.3 The Government shall also be entitled to terminate this Deed if the Guardian becomes unable to pay its debts, requests suspension of payments or is declared to be insolvent, or becomes the subject of insolvency proceedings.

33.4 Termination in terms of this clause 33 is to be in writing and to be sent to the Guardian by registered letter. The Deed shall be deemed to have been terminated upon receipt of such letter by the Guardian.



34. Severance

34.1 If any provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- a. the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
- b. the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Deed.

34.2 Whilst the parties consider the provisions contained in this Deed reasonable, having taken independent legal advice, if any one or more of the provisions are adjudged alone or together to be illegal, invalid or unenforceable, the parties shall negotiate in good faith to modify any such provisions so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provisions.

35. Assignment and Subcontracting

35.1 Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Deed without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that Government may, without requiring the Guardian's consent, assign, or in any other manner transfer, this Deed to any government body which is designated to be responsible for the Heritage Sites, the conservation and restoration works and/or the Management services.

35.2 The Guardian shall not subcontract the Services, or any part thereof, under this Deed without the Superintendent's prior written consent.

35.3 Without prejudice to clause 17.1, the Guardian shall ensure that the property or parts thereof shall not be let to third parties, and the guardian shall also be prohibited from making out or in any other way transfer the guardianship to third parties.

36. Entire Deed

36.1 This Deed constitutes the entire Deed between the parties with respect to the subject matter of this Deed and supersedes and extinguishes any prior drafts, Deeds, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

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37. Reliance

- 37.1 Each party acknowledges to the other that it has not been induced to enter into this Deed nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Deed. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Deed shall be for breach of contract under the terms of this Deed and it shall have no right of action against any other party in respect of any representation, promise, assurance, warranty or undertaking not contained in this Deed.

38. Fraud

- 38.1 None of the provisions of this Deed shall be construed as to exclude any liability which either party would otherwise have to the other, or any right which either of them may have to rescind this Deed in respect of any statements made fraudulently by the other prior to the execution of this Deed, or any rights which either of them may have in respect of fraudulent concealment by the other.

39. Survival of Obligations

- 39.1 Notwithstanding anything contained herein to the contrary, the provisions which are expressed to survive expiry or termination, or which are impliedly expected to do so, shall survive expiry or termination of the Deed for any reason whatsoever and shall continue in full force and effect thereafter.

40. No Agency

- 40.1 Nothing in this Deed is intended to or shall operate to create a joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

41. Notices

- 41.1 All notices between the parties with respect to this Deed shall be in writing and signed by or on behalf of the party giving it.

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41.2 Any such notice may be served by delivering it by hand, and/or by registered mail, to the address of the addressee set out below or to an email address, or to such other address in Malta as the addressee may from time to time have notified for the purpose of this Clause 41. Notices shall be deemed to have been received: if delivered by hand, on the day of delivery; or if sent by registered mail, on confirmation of successful delivery.

41.3 The addresses of the parties for the purposes of this Clause are:

a. The Superintendent

The Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

For the attention of: The Superintendent of Cultural Heritage

b. The Guardian

Fondazzjoni Wirt Artna
Notre Dame Gate
St Edward's Street
Vittoriosa BRG 9038

For the attention of: The Executive Chairman

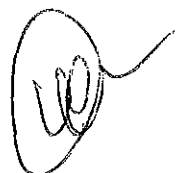
42. Dispute Resolution and Governing Law

42.1 Any dispute arising out of or in connection with this Deed shall be brought before and settled by the Courts of Malta.

42.2 This Deed shall be governed by and construed in all respects in accordance with the Laws in force in Malta from time to time.

It is being declared that no duty on documents and transfers or capital gains tax are payable on this deed and since no transfer or creation of real rights are involved, chapter two hundred forty six (246) of the Laws of Malta is not applicable.

As the documents annexed to this Deed exceed five in number a list of documents is being annexed hereto and marked with the letter "X".

A handwritten signature or mark, possibly initials, enclosed in a circular scribble.

This Deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to the law, has been done, read and published in Malta, Valletta, at the Ministry for Justice, Culture and Local Government, number thirty (30), Old Treasury Street.

(Signed)

Anthony Pace

M Farrugia

G Said

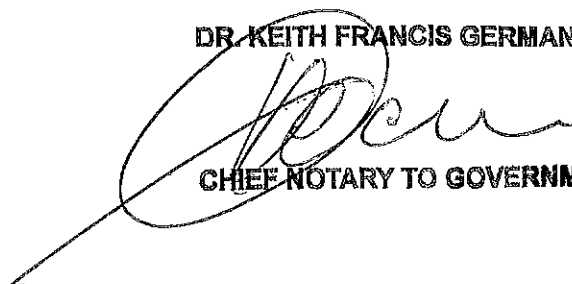
Dr Keith Francis German

Chief Notary to Government

True copy of the original

Today 4/1/2014

DR. KEITH FRANCIS GERMAN



CHIEF NOTARY TO GOVERNMENT

"X"

List of Documents

Appendix 1: The Guardian Management Plan and Programme for the Conservation and Restoration Works;

Appendix 2: Plan of land measuring seventeen square metres (17m²) in Pembroke, plan of land in Pembroke measuring ninety three square metres (93 m²) and plan of land in Pembroke measuring nine hundred forty eight square metres (948 m²)

Appendix A: Authorisation from Minister responsible for Culture

Appendix B: Authorisation from Minister responsible for Lands

Appendix C: Authorisation from Commissioner of Land

Appendix D: Advice Committee of Guarantee;

Document A1: Board Resolution

(Signed)
Anthony Pace
M Farrugia
G Said
Dr Keith Francis German
Chief Notary to Government

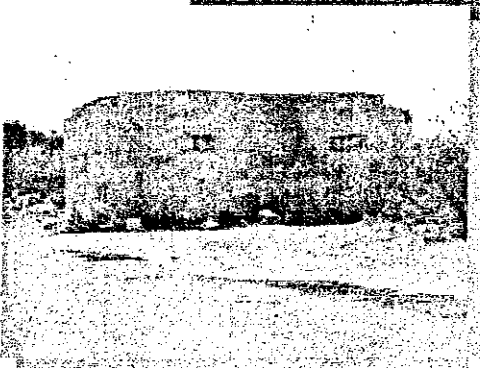
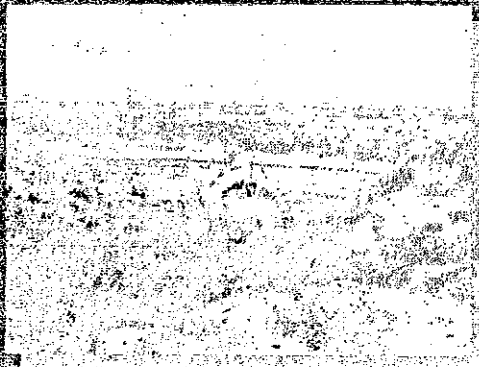
True copy of the original
Today 4/1/2017

DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

Pembroke Nature-Heritage Park

Management Plan



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Description

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Management Plan

Fondazzjoni Wirt Artna

Since it was set-up in 1987, *Fondazzjoni Wirt Artna* has embarked on various projects aimed at improving the understanding and preservation of Malta's cultural heritage. Over time, *Fondazzjoni Wirt Artna* established itself as one of the leading NGO's on the island. All this was achieved through hard work on several rehabilitation and restoration projects of cultural properties and by re-proposing the sites to the general public.

Main aims of plan

Fondazzjoni Wirt Artna's aim is to protect, conserve, manage and display sites in the area of Pembroke. Several sites entrusted to *Fondazzjoni Wirt Artna* will be forming part of a heritage trail in the Pembroke Nature-Heritage Park: Madliena coastal tower, 18th century fougasse, 19th century coastal battery, wartime pillbox, wartime infantry trench and wartime beach gun position.

Therefore, *Fondazzjoni Wirt Artna* aims to:

- Conserve the sites
- Use the sites as a sustainable visitor attraction
- Grant public access to the sites
- Understand better the sites' cultural, historical, social and ecological relevance,
- To recreate aspects from the past through historical re-enactments
- Contribute towards diversification of National's Cultural Tourism and Educational product.

Description and Statement of Significance

Description

Madliena coastal tower & 18th century Fougasse

Madliena tower

After the 1565 siege, the knights began a fortification campaign to improve Malta's defences. During the 16th century, works were mainly focused on the Grand Harbour area and its surroundings. Nevertheless, by the beginning of the 17th century, it was imperative to safeguard the rest of the island and not only the harbour.

For such purposes, the order planned the building of coastal guard towers. Over a period of 50 years, from 1609 to 1659, three separate campaigns were completed with the result that the island was encircled in a chain of coastal guard towers.

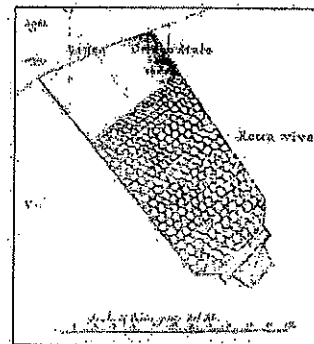
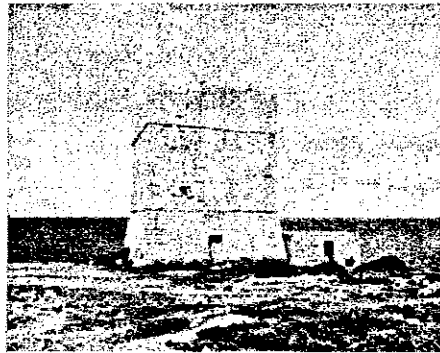
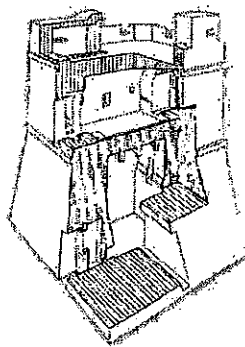
The first to be built were six towers between 1609 and 1620. It was under Grand Master Alof de Wignacourt (1601–22) that forts resembling towers were built. As a result of this resemblance, sometimes the towers were also known as *fortini*. Due to the lack of fortifications at that time, the towers were meant to function as strongholds, rather than watch towers. In fact, these structures also include heavy turrets and could also sustain heavy artillery on the roofs. In times of war, Wignacourt's towers could also garrison a sizeable detachment of troops inside these towers.

By 1636 a new typology of tower was envisaged. Grand Master Lascaris (1636–57) built other six towers between 1636 and 1657. The new towers were slender in shape and were mostly located on previous militia guarded posts.

Nonetheless, it was under Grand Master De Redin (1657–60) that a swift campaign to built guard towers was carried out. Between 1658 and 1659,

thirteen new coastal towers were built. The majority of these were located on the western coast of the island, thus securing all landing places on this part of Malta.

The Madliena tower was one of the thirteen towers built by Grandmaster De Redin. The tower's location in the coralline karstic topography made it possible to build the tower with this type of rock. The De Redin towers had a slender elongated shape similar to the ones built by Grand Master Lascaris. However the De Redin towers were more robust in structure. Documents also show that at some point the Madliena tower was armed with a 3 pounder iron gun and two spignardi. Furthermore in the mid 18th century, a fougasse was added in proximity to the tower.



Fougasse

The Fougasse was first introduced in Malta by the Knights of St. John in the 18th century. This served in addition to the coastal defence in order to protect the shores of the Maltese islands from invasion. Technically a hollow at an angle in the rock, it was designed to simulate a mortar and fire a huge mass of boulders or any other objects onto the invading ships. In all some 64 fougasses are recorded to have been cut following 1742. Unfortunately, today only a handful has survived. The Madliena tower is one of few examples which comprise a fougasse in proximity to the tower.

British wartime sites

Under the British, Pembroke area was extensively developed and fortified. After 1859, several buildings, including a military base and training grounds were built for the British services. Serving exclusively as a military base, the area was extensively fortified. As a result, various forts and batteries such as Fort Pembroke (1875 – 1878) were built as well as a series of trenches and gun positions.

Wartime pillbox

Forming part of the wartime defensive belt of the Pembroke military camp, the defensive post was built from local stone and roofed with concrete. Its plan was of an irregular shape. The pillbox's access located at the back leads into a room with two large machine gun apertures and two other small arms embrasures.

Wartime infantry trench

Excavated in the rock during World War II, this trench formed part of the original defensive belt of the Pembroke military camp.

Wartime beach gun position

Serving as an addition to the Madliena tower, the beach gun position was built during World War II. The position housed a static field gun as a measure against enemy landings. The gun position consists of two rooms. The one at the back originally served as gun crew quarters. The actual gun position was a concrete enclosure with open sides roofed over and supported by metal girders.

19th century foot bridge and weir

Dating to the second half of the 19th century, the bridge forms part of the military road that spanned the full length of the Pembroke camp. By means to this road, troops and material could be transported from one end to the other of the base with ease.

19th century coastal battery

The late Victorian battery was built to house three 12 pounder quick-firing guns. It served as a practice and examination battery from where un-authorised shipping approaching the harbour would be thwarted with gun fire.

Cultural Heritage Values

Military

Forming part of two separate defensive lines, both the Knights and the British sites are a clear evidence of Malta's strategic importance across history. Shifting military trends and technology might have set aside these defensive systems. Silent monuments of bygone eras, nowadays these structures are frequently left unused and in ruinous states.

Regardless of their nature these sites are still part of our cultural heritage and as a result need to be protected. Having stood for so long defending our shores, the least we can do today is saving them from oblivion, not only for future generations but also as a symbol of an effort to protect our island's vast cultural heritage.

Conservation and Access

Access and sustainability

Handed over to *Fondazzjoni Wirt Artna* in 2009, the sites will be resorted and made accessible to the public under the form of a heritage trail.

Currently the sites necessitate serious attention in order to be presentable and functional. *Fondazzjoni Wirt Artna* is currently considering several ways to offer the best interpretation of the sites to the public.

Given the diversity and uniqueness of each site, *Fondazzjoni Wirt Artna* thought about the possibility of setting up a heritage trail in the Pembroke area. Informative boards will be also installed along the trail to explain the sites and surrounding landscape to the public.

Fondazzjoni Wirt Artna will be also including these sites in its fortifications tour. This tour will be exploring different sites related to fortifications around Malta for the periods between the Knights and the British. This tour will also include several other sites entrusted to the foundation such as R15 reserve post in Naxxar and St. Thomas tower in Marsascula.

Site Security

All sites are regularly monitored to assess any vandal acts as well as the state of the site. *Fondazzjoni Wirt Artna* is currently considering other ways to offer the best protection to these sites.

Conservation

- *Madliena tower*

Fondazzjoni Wirt Artna believes that any restoration works carried out are to follow international standards. As a case in point, restoration works on the Madliena tower will be basing itself on the successful case of Xaghra Tower which has been restored recently. Meanwhile the site is under constant

monitoring to assess the impact of weathering and erosion on the tower. Once works are finalised the site will be forming part of a heritage trail in the area.

- *Wartime pillbox & Wartime infantry trench*

The structures will be cleaned, restored and presented to the public as part of the heritage trail.

- *Wartime beach gun position*

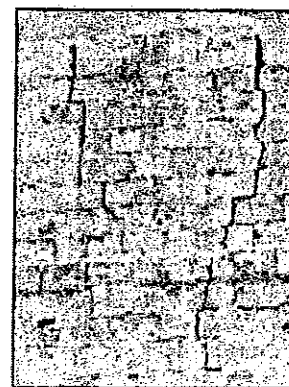
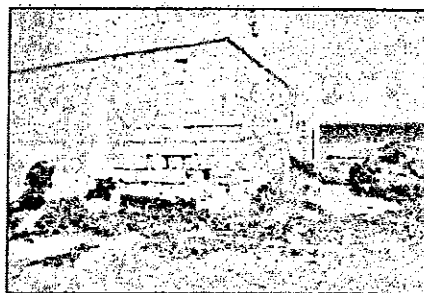
The two rooms of the beach gun position are in great need of attention. Built of concrete and metal girders, the site needs to be secured against sea water rush. FWA intends to restore the site to its functioning state and include it in the planned heritage trail.

- *19th century foot bridge*

Through time, various parts of the upper structures and railings have gone lost. On the other hand, the arched structure of the bridge looks sound thus apart from a cleaning no extensive works are necessary. *Fondazzjoni Wirt Artna* intends to restore the bridge to its original state. Also the vantage point of the location will make it a good observation point to include interpretation boards about the sites' history. Access via the bridge will be left unhampered.

- *19th century coastal battery*

Following an archaeological examination of the battery, the site will be restored and included as main attraction in the heritage trail.



Handwritten signature or initials.

Objective

Long Term Objectives

- *Fondazzjoni Wirt Artna* will be working to establish a heritage trail including the Madliena tower and British wartime defensive sites as part of the Pembroke Nature Heritage Park.

Sustainable tourism

- *Fondazzjoni Wirt Artna* will be working to set up information boards along the heritage trail to give a general insight of the Knights' and British defensive systems.
- *Fondazzjoni Wirt Artna* will ensure that any exhibitions held will be designed in order to fulfil visitors' curiosity and their lack of knowledge on the subject.

Conservation Objectives

- *Fondazzjoni Wirt Artna* will ensure that the site and its surroundings are regularly maintained, conserved and restored according to highest international standards.

Research and documentation objectives

- *Fondazzjoni Wirt Artna* will be working on increasing public awareness related to cultural heritage.

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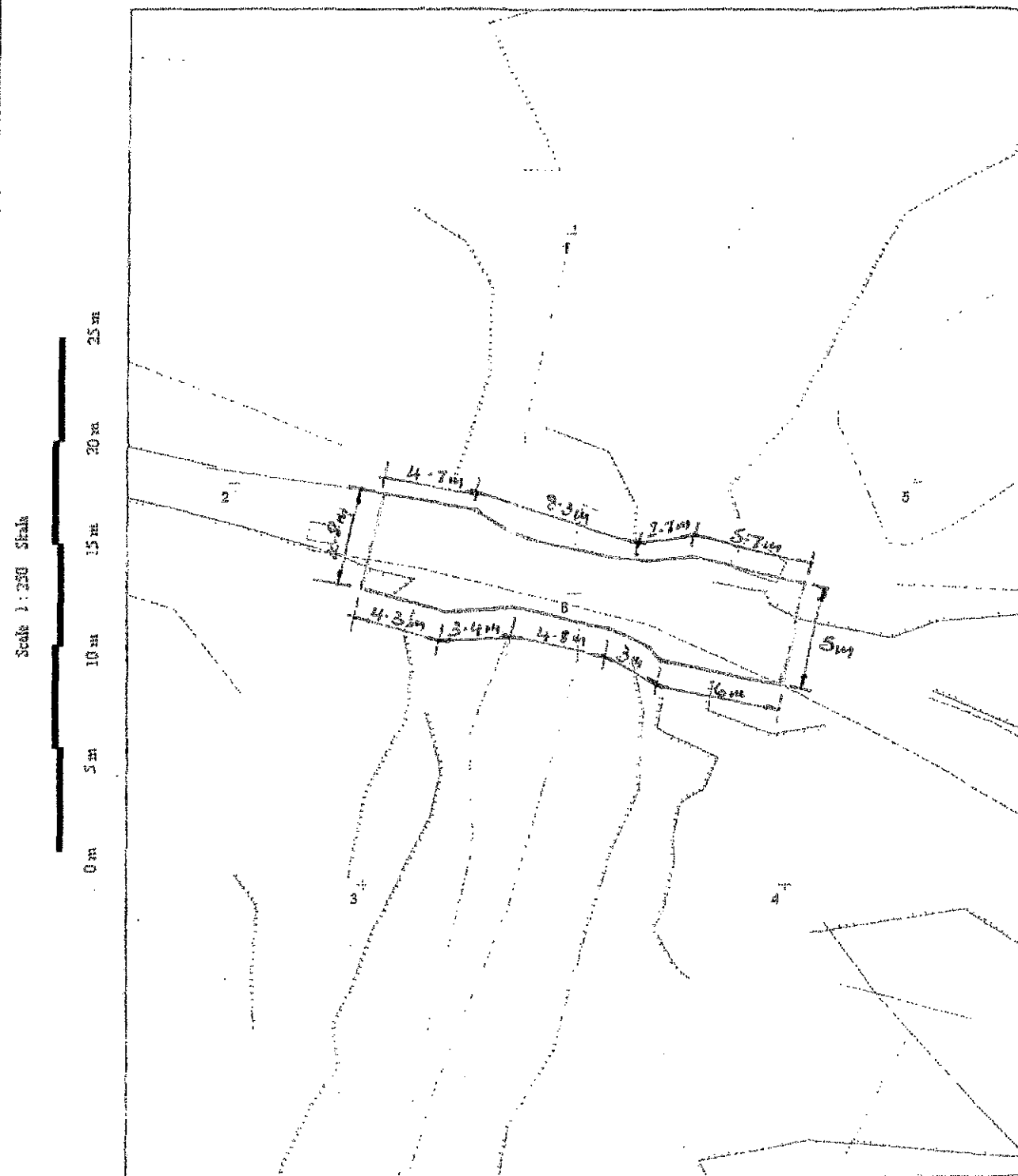
Spiteri, C. S. 2008. *The Art of Fortress Building in Hospitaller Malta*, Book Distributors Ltd.

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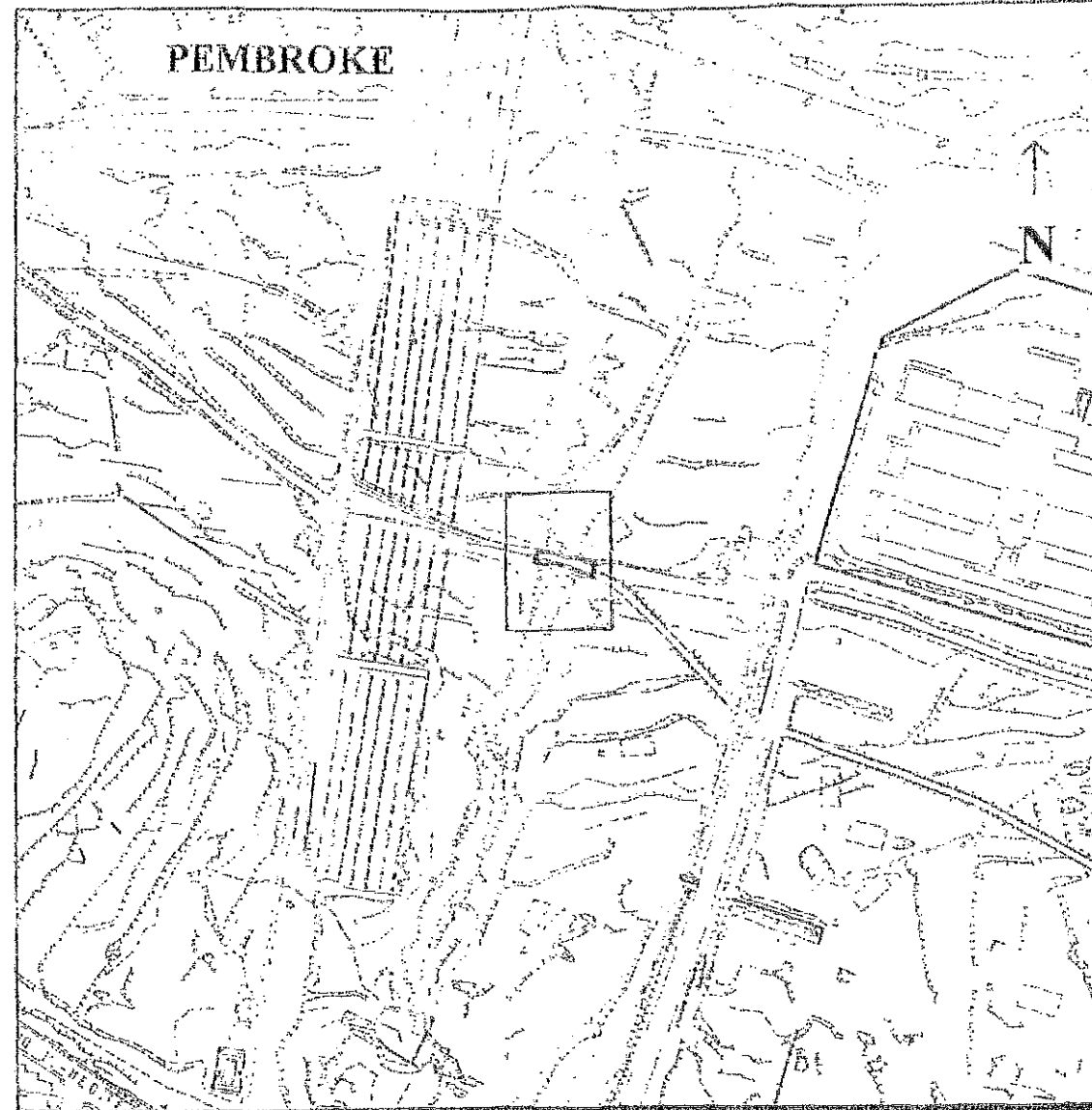
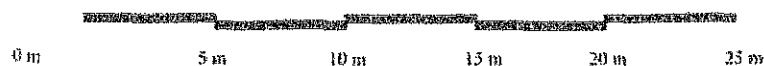
Appendix 2

Dan hu dokument uffiċjali għall-użu biss fir-Registru tal-Artijiet

This is an official document for Land Registry use only [58 - Divizjoni tal-Artijiet tal-Gvern]



Scale 1:250 Scale



Gvern Ta' Malta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta

Registru tal-Artijiet

Casa Bollino, 116 Triq il-Punent, Valletta



Land Registry

Casa Bollino, 116 West Street, Valletta

Nru tal-Mappa: 318-46M
Map Number:

Pożizzjoni Ċentrali: x = 53211
Centre Coordinates: y = 76707

Parti minn SS: 5276
Extracted from SS:

Data: 18 08 2015
Date:

Perit
Architect:

Timbru tal-Perit
Architect's Stamp

Stefan Scotti
Registration Department

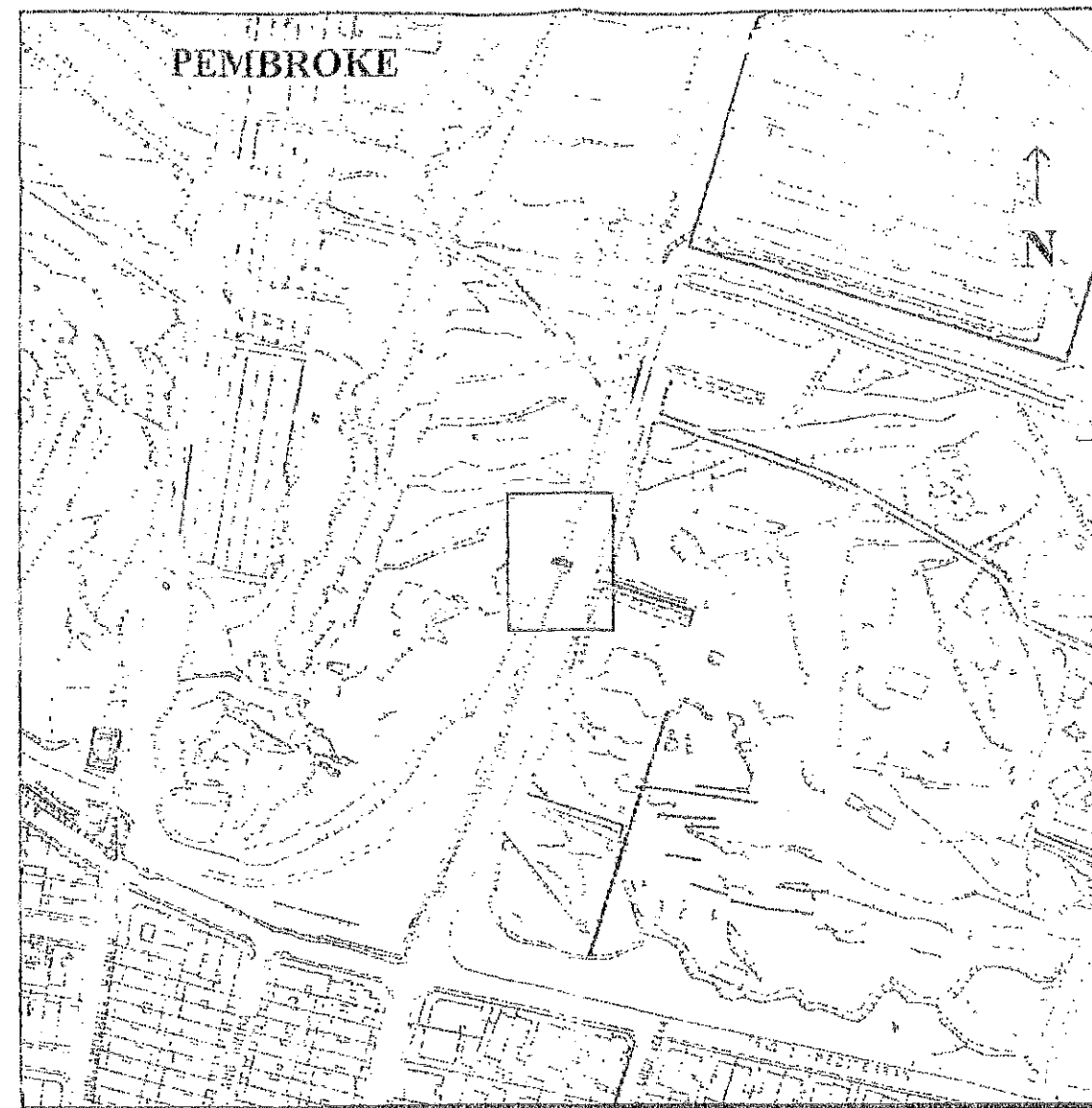
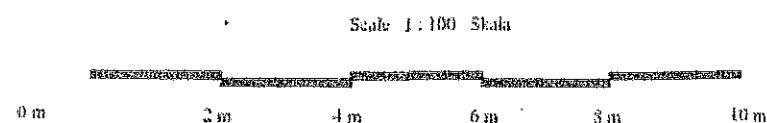
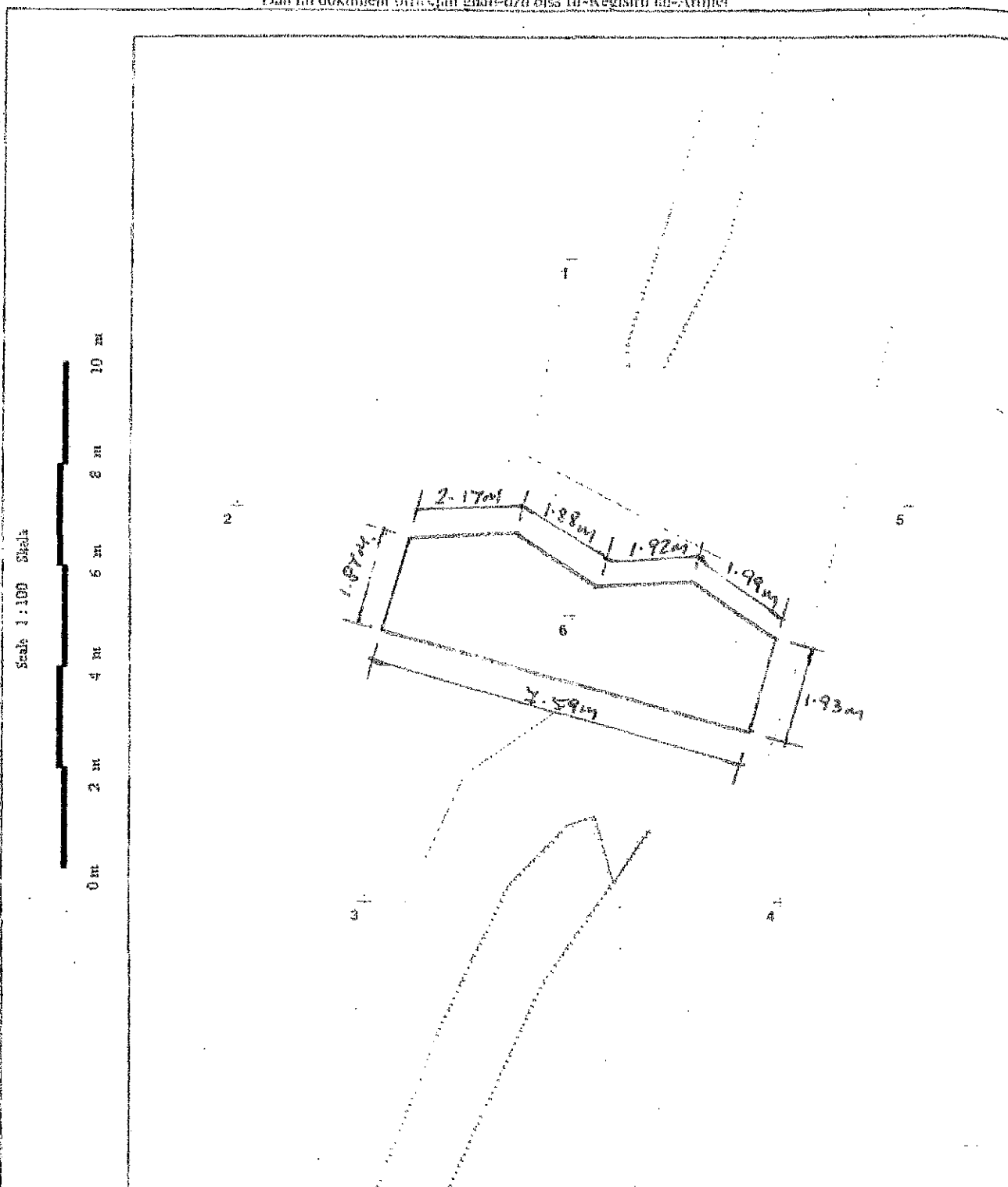
Qies (metri kwadri)
Area (square metres) Area - 93m² (circa)

Firma tal-Applikant
Applicant's signature

Dritt Mhallas
Fee Paid

Dan hu dokument ufficjali ehaft-uzn bisa fir-Registru tal-Artijiet

This is an official document for Land Registry use only [58 - Divizjoni tal-Artijiet tal-Gvern]



Gvern Ta' Malta
Registru tal-Artijiet

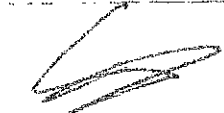
Casa Bolino, 116 Triq il-Punent, Valletta

Pjanta tas-sit 1:2500 Site Plan



Government of Malta
Land Registry

Casa Bolino, 116 West Street, Valletta

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Perit Architect:	 Dr. Stefan Scotta (Membri tal-Departament)			Qies (metri kwadrati) Area (square metres):	17.14m ² (circa)		
Timbru tal-Perit Architect's Stamp:				Finna tal-Applikant Applicant's signature:			

Dritt Mlalias
Fee Paid

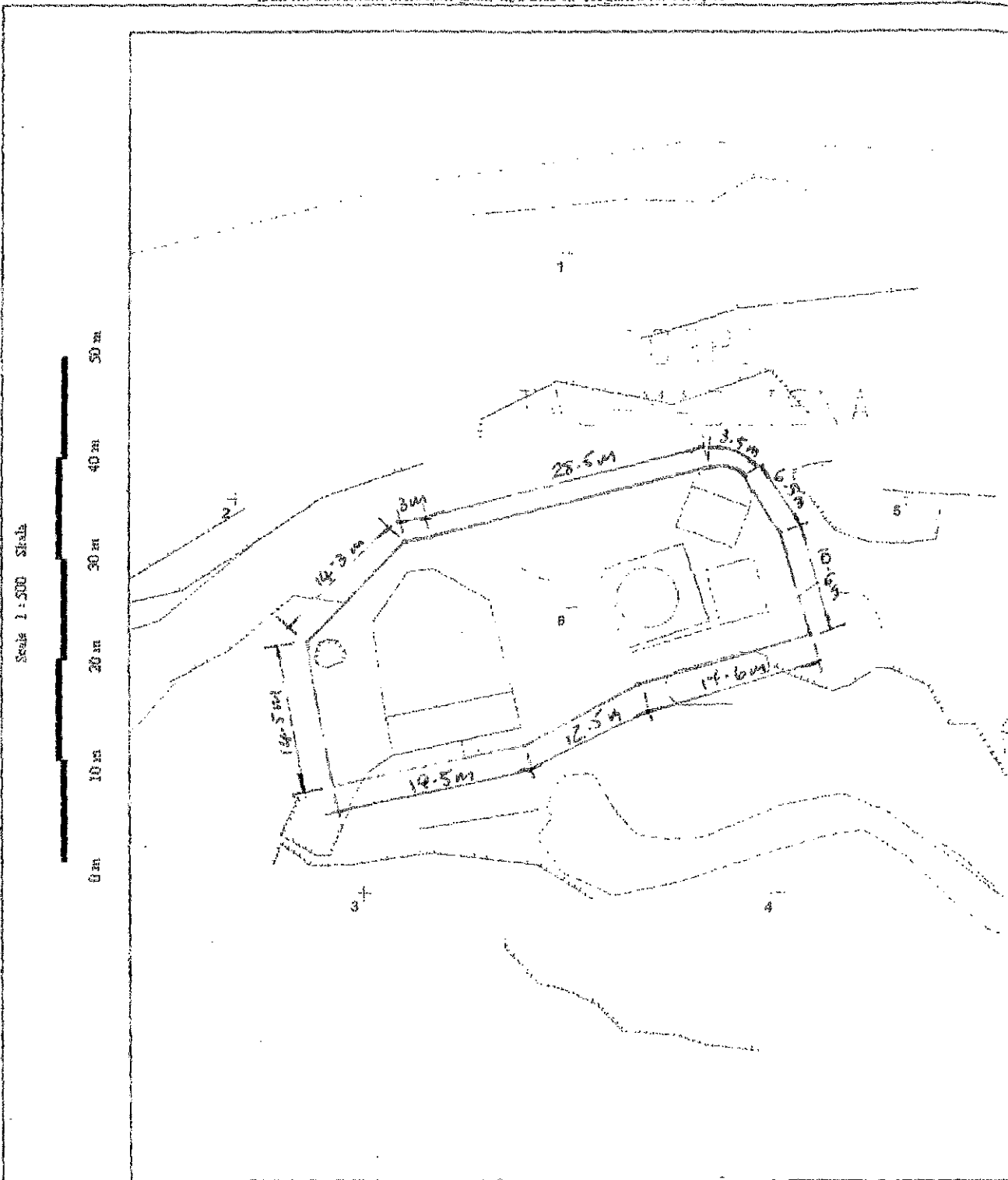
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Appendix 2

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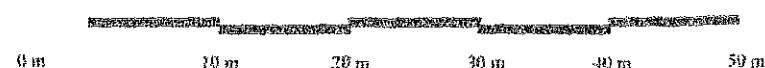
This is an official document for Land Registry use only

[53 - Diviżjoni tal-Artijiet tal-Gvern]

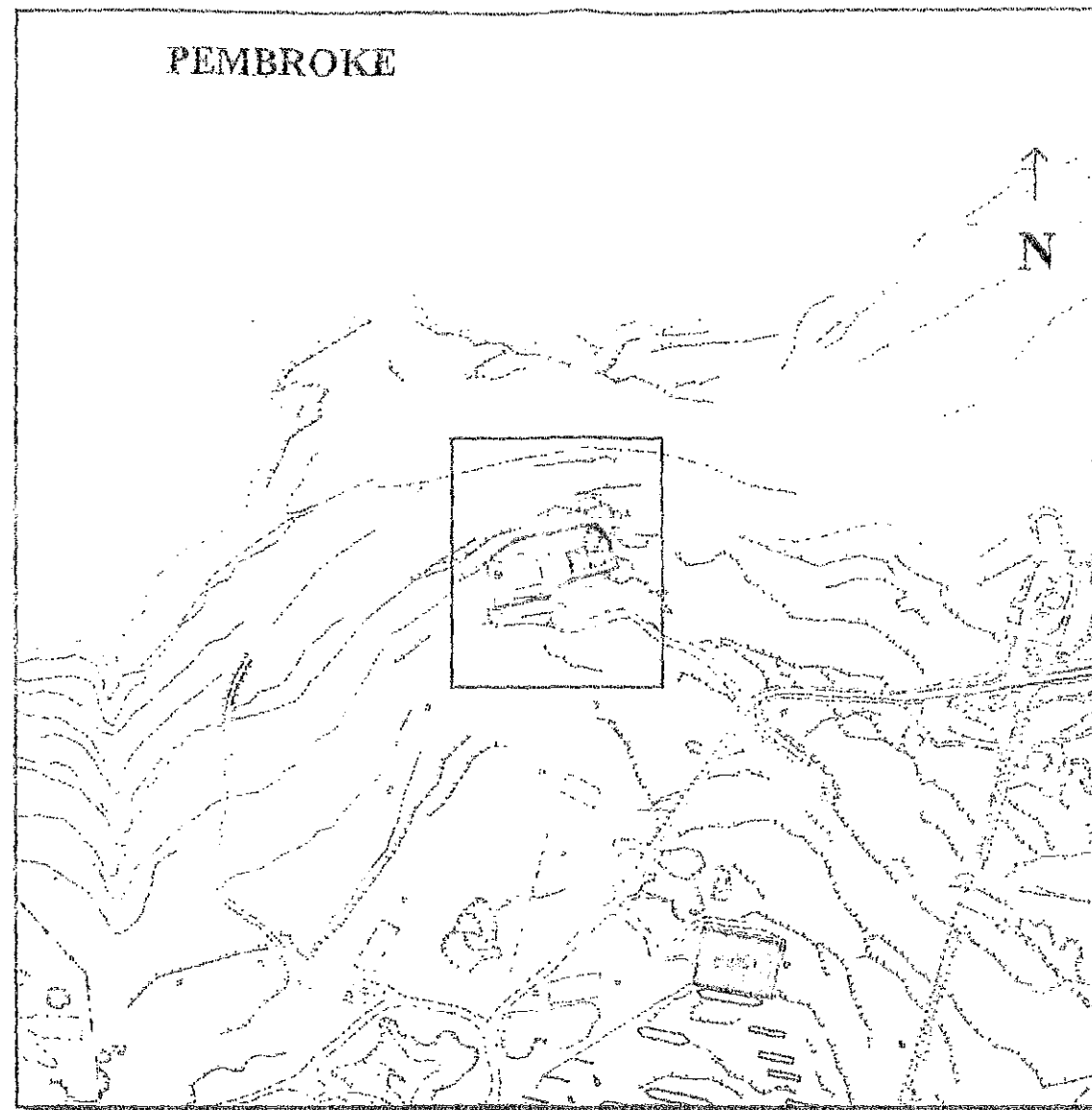


Scale 1:500 Skala

Scale 1:500 Skala



PEMBROKE



Gvern Ta' Malta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta

Registru tal-Artijiet

Land Registry

Casa Bolino, 116 Triq il-Punent, Valletta



Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: 318442M
Map Number:

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Centre Coordinates: y = 77236

Parti minn SS: 5277
Extracted from SS:

Data: 18-08 2015
Date:

Perit
Architect:

Malcolm Scott

Qies (metri kwadri)
Area (square metres)

Area - 948m² (circa)

Timbru tal-Perit
Architect's Stamp

Firma tal-Applikant
Applicant's signature

Dritt Mhallas
Fee Paid

Handwritten initials

Appendix 4A⁴



PARLIAMENTARY SECRETARIAT FOR JUSTICE
OLD TREASURY STREET, VALLETTA, MALTA

15th December 2016

Dr Anthony Pace
Superintendent of Cultural Heritage
Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

Dear Dr Pace

Ref. Guardianship Deeds with Fondazzjoni Wirt Artna

Following the consent of the Prime Minister and the advice of the Committee of Guarantee of 22 February 2016, in accordance with Article 48 of the Cultural Heritage Act (CAP 445), you are hereby authorised, in your capacity as Superintendent of Cultural Heritage, to conclude a Guardianship Deeds under the terms and conditions of the said Act, with the purpose of entrusting Fondazzjoni Wirt Artna, with the management of the following Government-owned properties as duly described in the said deeds:

Fort Rinella - Kalkara
Notre Dame Gate – Vittoriosa
Xghijra Tower
Madliena Tower
Pillbox at Madliena
Military Bridge at Madliena
Fougasse at Madliena
R15 Reserve Post at Naxxar
Ab1 beach post at Mellieha
RaO beach post at Kalkara
French Post at Vittoriosa

The above authorisation is without prejudice to decisions of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act. The properties to be held in guardianship shall remain subject to surveillance of the Superintendent of Cultural Heritage.

Appendix "A"

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,



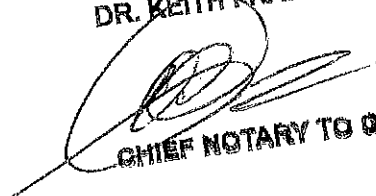
The Hon. Dr Owen Bonnici

Minister for Justice, Culture and Local Government

True copy of the original

Today 16/12/2016

DR. KEITH FRANCIS GERMAN



CHIEF NOTARY TO GOVERNMENT



Annex 'B'



15th December 2016

SEGRETARJAT PARLAMENTARI GHALL-IPPJANAR
U S-SIMPLIFIKAZZJONI AMMINISTRATTIVA
BERĠA TA' KASTILJA, VALLETTA, MALTA

Hon. Owen Bonnici MP –
Minister for Justice, Culture and Local Government
VALLETTA.

Thru': The Hon. Dr Joseph Muscat
Prime Minister

Dear

Hon Bonnici,

Guardianship Deeds with Fondazzjoni Wirt Artna

Following our discussions on the matter and following the advice of the Committee of Guarantee of 22 February 2016, in accordance with Article 48 of the Cultural Heritage Act (CAP 445), I do hereby give my consent to the conclusion of Guardianship Deeds under the terms and conditions of the said Act, with the purpose of entrusting Fondazzjoni Wirt Artna, with the management of the following Government-owned properties as duly described in the said deeds:

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Notre Dame Gate – Vittoriosa
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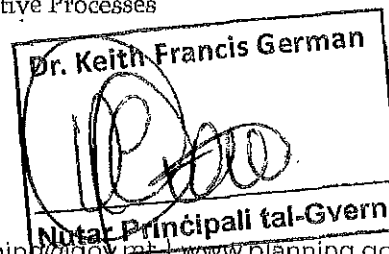
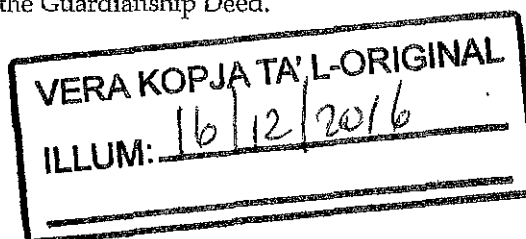
The above authorisation is without prejudice to the decision of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act. The properties to be held in guardianship shall remain subject to surveillance of the Superintendent of Cultural Heritage.

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,

Hon Deborah Schembri

Parliamentary Secretary for Planning and Simplification of Administrative Processes



Appendix "C"

Page 1 of 5

Vella Mario at MFEI

From: Fenech Tonio at MFEI
To: Vella Mario at MFEI
Cc:
Subject: Fw: Grant of Guardianships on government property to Fondazzjoni Wirt Artna
Attachments:

Sent: Mon 18/01/2010 12:18

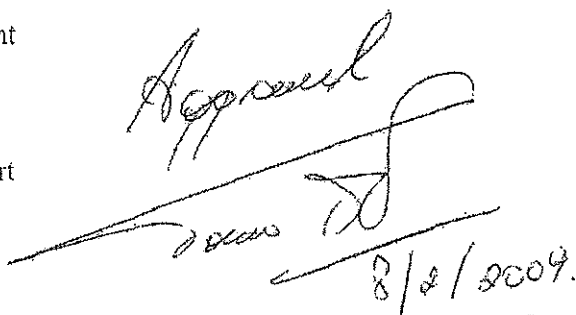
Print and place intra

From: Mamo Albert V at GPD
To: Fenech Tonio at MFEI; Cristina Dolores at MEDC
Cc: Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Pace Anthony at Heritage Superintendence; Mintoff Lino at MFEI
Sent: Thu Jan 14 09:23:00 2010
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,


TONIO FENECH B.A. (Hons.) Accty., F.I.A., C.P.A. M.P.
MINISTER FOR FINANCE, THE ECONOMY AND INVESTMENT

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

Reference is made to nine requests by CEO Fondazzjoni Wirt Artna dated 14th December 2009 for the transfer of a number of properties by guardianship namely:- Couvre Port (ground floor only) Birgu, Tower at Triq il-Wiesgha, Xaghjra, Notre Dame Gate, Birgu, Is-Simbilja medieval hamlet, l/o Dingli, Madliena Tower and adjacent structures, Room off Mediterranean Street and Bridge and Weir at Pembroke, St. Thomas Tower Marsacala, Pillboxes at Mellieha, Naxxar and Kalkara and Fort Rinella Kalkara. All these properties are already held by the Fondazzjoni either on encroachment terms or under some form of agreement with government.

The Parliamentary Secretary for Revenue and Lands has no objection to this request. Clause 48. (1) of (Chapter 445) Culture Heritage Act stipulates :-

48. (1) The Superintendent may with the authority in writing of the Minister, in concurrence with the Minister responsible for lands, enter by public deed, into a guardianship contract with a local council or with a non-government organization whereby the custody and administration of immovable cultural property is passed over to the local council or the non - government organisation, as the case may be, in accordance with the provisions of this Act and of such

regulations as may be prescribed and to such conditions not inconsistent therewith as may be contained in the deed. The guardianship deed shall state the term for which it is entered, which term shall be approved by the Superintendent on a case by case basis, following the careful consideration of the feasibility and scale of undertaking of each proposal.

In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo

Commissioner of Land

(Government Property Division)

Auberge de Baviere, Valletta VLT 2000; Tel.: 22953330; E-mail: albert.v.mamo@gov.mt

Website -: <http://www.gpd.gov.mt>

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END OF TEXT



Pace Anthony at Heritage Superintendence

From: Mamo Albert V at GPD
Sent: 24 February 2010 12:19
To: Pace Anthony at Heritage Superintendence
Cc: Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Minto Lino at MFEI; Mifsud Alfred G at GPD
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Superintendent
Cultural Heritage

Dear Sir,

Grant of Guardianships on Government Property to Fondazzjoni Wirt Artna

You may wish to note that approval has been given by Minister of Finance, the Economy & Investment for the allocation of the properties mentioned hereunder to you so that you may enter upon guardian ship deeds with Fondazzjoni Wirt Artna. I have not received any approval from the Minister responsible for Cultural Heritage and it is up to you to obtain it unless it has been obtained already.

In so far as G.P.D. is concerned, the properties are being allocated to you and the accounts are being closed as on the 28th February 2009. The Estate Management Department shall be forwarding to you three copies of each PD plan showing the properties as held on lease so that you may conclude the deeds of guardianship. As to the Notary, it is suggested that you ask the Notary to Government to publish the deeds as our notaries are overloaded with work.

A.V. Mamo
Commissioner of Land

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

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The Parliamentary Secretary for Revenue and Lands has no objection to this request. Clause 48. (1) of (Chapter 445) Culture Heritage Act stipulates :-

48. (1) The Superintendent may with the authority in writing of the Minister, in concurrence with the Minister responsible for lands, enter by public deed, into a guardianship contract with a local council or with a non-government organization whereby the custody and administration of immovable cultural property is passed over to the local council or the non - government organisation, as the case may be, in accordance with the provisions of this Act and of such regulations as may be prescribed and to such conditions not inconsistent therewith as may be contained in the deed. The guardianship deed shall state the term for which it is entered, which term shall be approved by the Superintendent on a case by case basis, following the careful consideration of the feasibility and scale of undertaking of each proposal.

In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo
Commissioner of Land

(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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END OF TEXT

Thanks & Rgds

Albert V. Mamo

Commissioner of Lands
Land Dept.
(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
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COMMITTEE OF GUARANTEE

22 February 2016
Hon Dr O. Bonnici
Minister of Justice, Culture and Local Government
Valletta

Dear Hon Minister Bonnici,

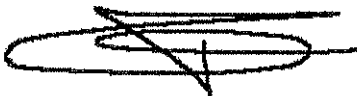
Following a recent meeting of the Committee of Guarantee it has been unanimously decided that Fondazzjoni Wirt Artna is to be given Guardianship deeds for the following properties:

- 1) Fort Rinella, Kalkara
- 2) Heritage Sites in Pembroke: Madliena Tower and adjacent structures; Room off Mediterranean Street; and, Bridge & Weir, Pembroke
- 3) Tower at Triq il-Wiesgha, Xaghjra
- 4) World War II Pill Boxes: Reserve Post R15 (Naxxar); AB1 Beach post (Mollicha); and, RAO beach post (Kalkara)
- 5) Notre Dame Gate, Vittoriosa
- 6) St. Thomas Tower, Marsascalea

All documentation necessary for this action is attached to this letter.

Sincerely yours,

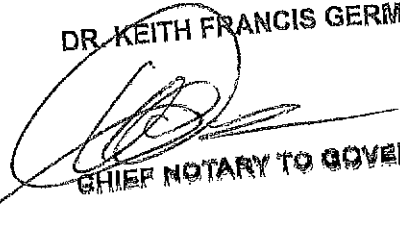
Dr Timmy Gambin
Chairperson, Committee of Guarantee



CC Mr R. Muscat; Dr T. Pace & Mr M. Farrugia

True copy of the original
Today 16/12/2016

DR. KEITH FRANCIS GERMAN


CHIEF NOTARY TO GOVERNMENT



Doc " A 1 "



Fort Rinella, St. Rocco Rd,
KALKARA. CEP 11
Tel/Fax: (+356) 21809713
e-mail: fwa@waidonet.net.mt

POWER OF ATTORNEY

This 7th day of August of the year 2003.

The board of Trustees hereby authorizes Mr Mario Farrugia and Dr George Said, Chairman and Vice-Chairman of the Board of Trustees of Fondazzjoni Wirt Artna, to represent the Foundation on all matters regarding all Guardianship Deed to be agreed and signed with the Superintendence of Cultural Heritage representing the Government of Malta.

Signed by:

Dr Nicholas Vella

Joseph Magro Conti

Raymond Cachia Zammit

Christopher Gatt

True copy of the original

Today 16/12/2016

DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

Today the sixteenth (16th) day of December of the year two thousand and sixteen (2016)

Deed No.

132

Guardianship Deed

Before me Doctor Keith Francis German, Chief Notary to Government, personally came and appeared as identified by the here under mentioned documents:

Doctor Anthony Pace, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on 25/01/1962 and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of Government, (hereinafter referred to as "the Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta;

and

The second party, **Mario Farrugia**, son of Amabile Farrugia and Josephine nee' Dimech born in Pietà on 23/08/1967 and residing in Mqabba, holder of Identity Card Number 345667(M), together with **Doctor George Said**, son of Joseph Said and Evelyn née Borg, born in Saint Julians on 04/03/1977 and residing in Sliema, holder of Identity Card number 165577(M), who are jointly appearing hereon in their capacity as Executive Chairman and Deputy Chairman respectively for and on behalf of Fondazzjoni Wirt Artna hereinafter referred to as "the Guardian" as authorised by means of a Board Resolution hereto annexed and marked with Document 'A1'.

each of which a Party and together the Parties.

Related papers relative to this deed are marked Notary to Government number thirty-eight stroke two thousand and fifteen (Not. 38/2015).

The Parties premise and declare:

- A. Whereas the Guardian, a long standing voluntary organisation active in the field of heritage preservation, has volunteered to carry out, at its own cost and expense, the necessary conservation and restoration works to the Tower at Triq il-Wiesgħa, Xagħjra (as defined hereunder);



- B. Whereas the Guardian has the necessary means, including access to funds, personnel and expertise to carry out the necessary conservation and restoration works to the Tower (as defined hereunder);
- C. Whereas the Guardian also wishes to manage the Tower on behalf of the Government (as defined hereunder) as part of Malta's historic and artistic heritage;
- D. Whereas, in virtue of the Article forty-eight (48) of the Cultural Heritage Act of the year two thousand and two (2002), the Superintendent is empowered to enter by public deed with Local Councils and Non-Governmental Organisations, after having been duly authorised for these purposes by the Minister responsible for cultural heritage as results from a copy of the relative authorisation which is hereto annexed, marked Appendix A, and with the concurrence of the Minister responsible for Lands as per Appendix letter 'B' and from the relative authorisation of the Commissioner of Land a copy of which is hereto annexed, marked Appendix C, following the advice of the Committee of Guarantee as results from a copy of the relative correspondence which is here annexed, marked with the Appendix D.
- E. Whereas the Superintendent having been authorised as above indicated, is desirous of entering into such guardianship deed with the Guardian;
- F. Whereas the Superintendent is willing to appoint the Guardian to carry out the conservation and restoration works (as defined below) and to manage the Tower, subject to the terms and conditions stipulated hereunder;
- G. And whereas this guardianship deed is being entered into for restoration, conservation, didactic and presentation purposes only, in accordance with the guardian's principal objectives to protect the Islands' natural and historical heritage, and with objectives specific to this deed outlined in the document entitled 'Xaghira Coastal Tower Management Plan', hereto annexed and marked Appendix 1;
- H. Now therefore the Superintendent of the one part and the Guardian of the other part are hereby entering in virtue of this deed into a guardianship contract, in terms of Article forty-eight (48) and other provisions of the Cultural Heritage Act of the year two thousand and two (2002), whereby the Superintendent is entrusting to the Guardian, which accepts, the guardianship of the historical property comprising the Tower at Triq il-Wiesgha, Xaghira as shown in Land Registry plan hereto attached and marked Appendix 2.



1. **Definition of Terms**

In construing this Deed, the following terms shall have the meaning assigned to them hereunder, except where the context requires otherwise:

<i>Committee</i>	shall mean the Committee of Guarantee established by Article 14 of the Cultural Heritage Act;
<i>Conservation and restoration works</i>	shall mean the conservation and restoration works to be carried out by the Guardian as set out in clause 2 and better described in Appendix 3;
<i>Deed</i>	shall mean this Deed, including all appendices and documents attached hereto;
<i>Equipment</i>	shall mean all and any equipment, tools, materials, machines and consumables, including without limitation any ticketing systems, turnstiles and hand-sets, to be used by the Guardian in the performance of the Services;
<i>Good Industry Practice</i>	shall mean the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a highly skilled, trained and experienced person engaged in providing services which are the same or similar to the Services;
<i>House</i>	shall mean the House of Representatives;
<i>Management Services</i>	shall mean the management services to be carried out by the Guardian as described in clause 16;
<i>Minister</i>	shall mean the Minister responsible for cultural heritage, and includes, to the extent of any authority given, any person specifically authorised by the Minister for any of the purposes of the Cultural Heritage Act;
<i>Project Manager</i>	shall mean the person appointed by the Guardian pursuant to clause 3 of this Deed;
<i>Services</i>	shall mean the conservation and restoration works and the management services collectively;



Superintendent shall mean the Superintendent of Cultural Heritage.

Tower shall mean the historical property comprising the Tower at Triq il-Wiesgħa, Xaghjra that is covered by the guardianship contract in virtue of this Deed, as described in paragraph H;

Part A – Conservation and Restoration Works

2. The Conservation and Restoration Works

- 2.1 The Superintendent hereby engages the Guardian, which accepts, to carry out the conservation and restoration works set out in Appendix 3 at its own cost and expense and without being entitled to any claim for compensation therefore, and subject to the terms and conditions of this Deed. The conservation and restoration works shall accede to and become an integral part of the Tower.
- 2.2 All conservation and restoration works to be carried out in terms of this Deed shall be executed in accordance with such reasonable directions as the Superintendent may give and using materials and workmanship of high quality and standards in accordance with Good Industry Practice. All conservation and restoration works shall be carried out in the manner set out in Appendix 3 or, where not so set out, to the reasonable satisfaction of the Superintendent and the Government.
- 2.3 The Guardian represents and warrants that it has or has access to the necessary expertise, capabilities and resources, including financial means, to carry out the conservation and restoration works in accordance with the terms and conditions of this Deed.
- 2.4 The Guardian shall submit for the consideration of the Superintendent, within twelve (12) months of the signing of this Deed, a detailed action plan for the Tower, which will include a management and conservation plan. The Guardian shall submit to the Superintendent an annual report on the activities related to the specific objectives of the Management and Conservation plans.
- 2.5 The Guardian, advised and guided as necessary by the Superintendent, agrees to submit for the consideration of the Superintendent, within six (6) months of the signing of this Deed, a detailed report on the current state of the Tower.



- 2.6 The Guardian, advised and guided by the Superintendent, shall submit for consideration of the Superintendent a detailed survey and inventory of all the moveable artefacts located within the Tower, within six (6) months of the signing of this Deed.
- 2.7 The Guardian shall, before undertaking any of the conservation and restoration works and/or any other works or repairs which it is required to carry out, give notice thereof in writing to the Superintendent.
- 2.8 The Guardian shall acknowledge the collaboration given by the Government and the Superintendent, in furtherance of the conservation and restoration works, in all public information materials and activities implemented as part of this Deed.

3. The Project Manager

- 3.1 The Guardian shall appoint a Project Manager who shall supervise, manage and ensure the proper and timely completion of the conservation and restoration works. The Project Manager shall liaise with the Superintendent, and the Superintendent shall convey all its instructions in relation to the conservation and restoration works to the Project Manager. The Project Manager and the Superintendent shall be the single point of contact between Government and the Guardian in relation to the conservation and restoration works.

4. Due Diligence

- 4.1 The Guardian acknowledges and guarantees that it has:
- 4.1.1 examined the Tower fully and that it has all the information required in order for it to make an informed assessment of the nature and extent of the conservation and restoration works required and the optimum manner in which the said conservation and restoration works are to be carried out;
- 4.1.2 taken into full account the information made available to it, as well as any information otherwise available in relation to the Tower;
- 4.1.3 raised all due diligence questions with the Government before the date of execution of this Deed; and



- 4.1.4 entered into this Deed in reliance on its own due diligence and in entering into this Deed has not relied on any representation, warranty, condition or other term, express or implied, save for those expressly provided in this Deed and those which cannot be prohibited by law.

5. Equipment and Resources

- 5.1 The Guardian shall, at its own cost and expense, provide all the Equipment, labour and funds necessary to complete the conservation and restoration works in accordance with the time-frames stipulated in this Deed.
- 5.2 The Guardian shall be responsible for the receipt at the Tower of all the requisite Equipment. The Guardian shall store the Equipment required for the conservation and restoration works at such location, at the Tower, or off-site, as may from time to time be directed by the Superintendent. The Superintendent or Government shall not bear any responsibility for the safe storage of the Equipment. The Guardian also acknowledges and agrees that any Equipment which is not required for the provision of the Services may not be stored at the Tower.
- 5.3 For the avoidance of doubt, the Government and the Superintendence shall not be obliged to provide any of the Equipment, nor in any manner assist in the management or the performance of the conservation and restoration works, other than as expressly provided herein.

6. Variations and Omissions

- 6.1 The Guardian shall not alter the Conservation and restoration works except as directed in writing by the Superintendent. The Superintendent shall have the power to require reasonable alterations in the conservation and restoration works.
- 6.2 Any work which is not specifically mentioned in this Deed to be part of the conservation and restoration works, but which may be inferred to be necessary for the stability or proper completion or the safe, reliable and efficient operation of the conservation and restoration works must also be carried out by the Guardian and shall be deemed to form an integral part of the conservation and restoration works.



7. Responsibility to Rectify Loss or Damage

- 7.1 If any loss or damage, from any cause whatsoever for which the Guardian is responsible, happens to the Tower, the Guardian shall at its own cost rectify such loss or damage.

8. Insurance and Indemnity

- 8.1 The Guardian shall at its own cost and expense take out adequate insurance in accordance with Good Industry Practice as is utilised to insure damages resulting from the conservation and restoration works. The Guardian shall, upon request, provide proof to the Superintendent that such insurance cover has been taken out and that the last premium due has been paid.
- 8.2 The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 8.1 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.
- 8.3 The Guardian shall indemnify the Government and the Superintendence and hold the Government and the Superintendence harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the conservation and restoration works or which are connected with the conservation and restoration works, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.

9. Protection of the Tower, Safety and Security

- 9.1 The Guardian shall, throughout the execution and completion of the conservation and restoration works:
- 9.1.1 have full regard for the safety of all persons entitled to be upon the property of the Tower and keep the Tower and the conservation and restoration works, at all times, in an orderly state to ensure to the avoidance of danger or risk to such persons' health and safety, as well as that of third parties;



- 9.1.2 comply with all current construction regulations and working rules, as well as any other laws and/or regulations which may be applicable to the Guardian and/or to the conservation and restoration works;
- 9.1.3 take all reasonable steps to avoid damage or nuisance to the public or to property resulting from pollution, noise or other causes arising as a consequence of The Guardian's methods of operation;
- 9.1.4 take all reasonable steps to prevent any unlawful, riotous or disorderly conduct by or amongst the Guardian's staff and any contracted or subcontracted persons involved in the conservation and restoration works and to preserve peace and protection of persons and property in the neighbourhood of the conservation and restoration works and on the Tower as a whole;
- 9.1.5 take all necessary safety precautions to prevent the outbreak of fire in the Tower, falling objects, or any other similar peril;
- 9.1.6 ensure that inflammable materials, compressed gases or gas cylinders which are brought on site for its use are safely stored, transported and used, and it shall keep suitable portable fire extinguishers readily available and close at hand where compressed gases and/or gas cylinders are being used or work necessitates the use of naked flames;
- 9.1.7 remove and dispose of any waste material or rubble which has been produced in connection with the conservation and restoration works; and
- 9.1.8 provide and maintain, at its own cost and expense all lights, guards, fencing, warning signs and surveillance, for the protection of the conservation and restoration works or for the safety and convenience of the public and/or others;

10. Access to the Tower and working hours

- 10.1 Access to the Tower shall be afforded to the Guardian for the purpose of carrying out the conservation and restoration works. The Guardian shall follow the Superintendent's or the Government's reasonable instructions in relation to its conduct in the Tower and the manner in which the Tower is to be accessed.



11. Supply of Water and Electricity

- 11.1 The Guardian shall pay all water and electricity charges incurred in the provision of the conservation and restoration works.

12. Commencement and Completion of Works

- 12.1 The Guardian shall ensure the execution of the conservation and restoration works in accordance with the attached project plan in Appendix 3. The Guardian shall ensure that the conservation and restoration works proceed in accordance with the same project plan with due expedition and without delay to reach completion of the conservation and restoration works in accordance with the time-frames set out in the project plan.
- 12.2 All conservation and restoration works shall be completed in accordance with this Deed by not later than the tenth (10th) anniversary of this Deed.

13. Inspection and Testing

- 13.1 The Government or the Superintendent shall be entitled, at all reasonable times, to inspect, examine and test the materials and workmanship being supplied by the Guardian under this Deed. Such inspection, examination and/or testing shall not release the Guardian from any of its obligations in terms of this Deed.
- 13.2 Upon completion of the conservation and restoration works, the Guardian shall give notice in writing to the Superintendent who shall inspect the Tower to verify completion. If the completion of the conservation and restoration works is to the satisfaction of the Superintendent, the said Superintendent shall issue a completion certificate to this effect.

14. Defects

- 14.1 If, as a result of any inspection, the Superintendent decides that any part of the conservation and restoration works is defective, damaged or in any way not in accordance with the Deed, or that any materials or workmanship is not up to the required standard, the Guardian shall, at its own cost and expense, make good the defect or damage, or replace the materials and workmanship, as the case may be, without any delay.



15. Delay

- 15.1 If the Guardian fails to complete the conservation and restoration works in accordance with the time-lines specified in the project plan in Appendix 3 or by the date set out in Clause 12.2, whichever is the earlier, or by such other date, as may be agreed between the Parties, this Deed may be terminated.

Part B – Management Services

16. Management Services

- 16.1 The Superintendent hereby appoints the Guardian which accepts, to manage the Tower on behalf of the Government in accordance with the terms specified hereunder. The Guardian shall diligently and to the best of its abilities in accordance with Good Industry Practice carry out the Management Services.
- 16.2 The Tower shall be managed by the Guardian as a visitor attraction.
- 16.3 The Government shall have the right to use, free of charge, the Tower for a period not exceeding fourteen (14) days in aggregate in any particular year. In all cases, the Government shall give the Guardian one (1) month notice in writing in advance of the holding of such activity.
- 16.4 The Guardian represents and warrants that it has the necessary expertise, capabilities and resources to carry out the Management Services in accordance with the terms and conditions of this Deed.

17. Right to Generate Revenue

- 17.1 The Guardian shall have the right to utilise the Tower to hold private or public functions against payment and generate revenue from admission fees, donations or fund-raising activities in order to raise the necessary funds to enable it to carry out the main purposes of this guardianship deed.



17.2 The Guardian shall, prior to the holding of any such private or public functions, obtain the written consent of the Superintendent, for the type of activity/ function to be held except where this falls within any of the following categories:

- a. Educational initiatives;
- b. School or youth training projects;
- c. Exhibitions;
- d. Artistic performances and animation;
- e. Guided tours and lectures;
- f. Official or philanthropic functions hosted or sponsored by the Guardian.

17.3 All revenue accruing from activities organised in the Tower by the Guardian in accordance with the provisions of this clause 17 shall be retained by the Guardian.

18. Equipment

18.1 The Guardian shall, at its own cost and expense, provide all the Equipment and labour necessary to provide the Management Services.

18.2 The Guardian shall be responsible for the receipt at the Tower of all the requisite Equipment. The Guardian shall store the Equipment required for the provision of the Management Services at such location, at the Tower, as may from time to time be directed by the Superintendent. The Government and the Superintendent shall not bear any responsibility for the safe storage of the Equipment.

18.3 For the avoidance of doubt, the Government and the Superintendence shall not be obliged to provide any of the Equipment, nor in any manner assist in the provision of the Management Services.

19. Opening Hours

19.1 During the first six (6) months from the date of this Deed the Guardian shall not be under any obligation to open the Tower to the public. Thereafter, the Tower shall be open to the public at least once a year on open days organised by the Guardian. The Guardian shall ensure that adequate publicity is given to the times and dates of the open days. Moreover, the Guardian agrees to make adequate provisions for the opening of the Tower by appointment outside these established dates on specific requests from the general public.



20. Insurance and Indemnity

- 20.1 The Guardian shall, at its own cost and expense, take out adequate insurance, including adequate third party liability and public liability insurance cover, in accordance with Good Industry Practice, having regard to management operations that are required to be carried out in terms of clause sixteen (16) - Management Services - in determining the adequate cover thereof. The Guardian shall, upon request, provide proof to the Government and the Superintendence that such insurance cover has been taken out and that the last premium due has been paid.
- 20.2 The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 20 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.
- 20.3 The Guardian shall indemnify the Government and the Superintendent and hold the Government and the Superintendent harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the Management Services or which are connected with the Management Services, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.

Part C – General

21. It is being declared for all intents and purposes that, the Minister responsible for cultural heritage shall, within four (4) weeks after the publication of this deed, or if the House is not then in session, within four (4) weeks of the date when the House next meets, lay a copy thereof on the Table of the House. It is further being declared that if on a motion tabled not later than twenty eight days (28) after the laying on the Table of the House of a copy of this guardianship deed the House resolves that the guardianship deed shall be rescinded, this deed shall be automatically rescinded upon the passing of the resolution.
- 22. Title**
- 22.1 The Guardian shall not acquire any title, interest, or right in the Tower or any of the moveable artefacts located in the Tower during the term of this Deed and nothing in
- 

this Deed shall be construed as granting the Guardian any such title, interest, or right.

23. The Guardian's Obligations

- 23.1 The Guardian shall furnish the Superintendent with an updated copy of the statute of the Guardian and of the names and addresses of the persons who, from time to time, hold the offices of Executive Chairman and Deputy Chairman of the Guardian, or such other post(s) as entitles its holder(s) to the legal and/or judicial representation of the Guardian. Any changes to the statute of the Guardian shall be notified in writing to the Superintendent of Cultural Heritage within one (1) week from their adoption.
- 23.2 The Guardian shall ensure that no defacement, mutilation or alteration, the addition of accretions or the fixture of commemorative plaques, information panels or similar items and any other form of fixture, shall take place directly on the property comprising the Tower and on any work or record or trace relating to or having any historical, artistic, archaeological or antiquarian value which may exist or eventually be discovered in the Tower, and it is expressly agreed that any object, work or trace having such value, which may at any time be found in the Tower, is to be notified to the Superintendent and is to be dealt with in accordance with his instructions.
- 23.3 The Guardian shall be responsible for the proper use and upkeep of the Tower, including the existing decorative structures and the fixtures and fittings therein and shall at all times keep the Tower in a good state of repair and condition. Moveable collections, office furniture or equipment, furnishings, artefacts and exhibits belonging to The Guardian as at the date of this Deed, shall remain the property of The Guardian, but the Guardian shall not acquire any rights over the Tower or any other movable objects, decorative structures, artefacts and/or fixtures therein.
- 23.4 The Guardian shall not install, place or otherwise expose any promotional or advertising display or other material within or around the Tower without the prior written approval of the Superintendent which approval shall not be unreasonably withheld and which approval shall be deemed to have been granted unless it is refused within two (2) weeks from receipt of the relevant request.
- 23.5 At the end of each financial year the Guardian shall submit to the Superintendent not later than four (4) months from the end of the relevant financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the



Tower, indicating the revenue obtained, the expenditure incurred, and the surplus generated in respect of the Tower during the relevant financial year.

23.6 In conformity with the stipulations of the Cultural Heritage Act, not later than six weeks after each anniversary of the guardianship deed, the Guardian shall transmits to the Minister, the Superintendent and the Committee of Guarantee, a report of its activities in relation to the cultural property and on the way it has executed the guardianship deed during the previous year. A copy of such report shall be laid on the table of the House by the Minister.

23.7 The surplus funds, if any, in respect of the Tower shall be credited to a 'General Conservation Fund' administered by the Guardian for the upkeep and restoration of properties managed by the Guardian on behalf of the Government.

24. Personnel

24.1 The Guardian shall at all times engage, at its own expense, suitably trained and qualified personnel.

24.2 The Guardian shall ensure that all personnel engaged by it maintain a smart and clean appearance. The Guardian shall also ensure that its personnel or other authorised representatives wear suitable means of identification provided by the Guardian, as approved by the Superintendent, when on Tower premises.

25. Security

25.1 The Guardian shall install, at its own cost and expense, an adequate security system including, without limitation, the installation of CCTV cameras, as may be necessary for the provisions of the Services and the protection of the Tower and any moveable artefacts.

26. Continuous Improvement and quality

26.1 The Guardian shall ensure that all aspects of the Services are the subject of, and are provided in accordance with, a quality management process which provides continuous quality assurance.



27. Regulatory Compliance

- 27.1 The Guardian shall comply with all applicable laws and regulations and obtain all necessary licences, permits or authorisations, including without limitation any building or development permit or licence, in performing its obligations undertaken pursuant to this Deed.
- 27.2 The Guardian shall be responsible for ensuring that any equipment used and/or installed on the property of the Tower, as well as the Services, comply in all respects with all applicable laws and regulations.

28. Health and Safety

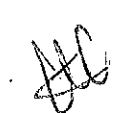
- 28.1 The Guardian shall comply with the Occupational Health and Safety Authority Act (Cap 424 of the Laws of Malta) and all other applicable legislation, statutory rules and regulations regarding health and safety matters.
- 28.2 The Guardian shall be solely responsible for the health and safety of its employees and all other persons who may be affected by the Guardian's operations while performing any activity at the Tower. The Guardian shall also be responsible for any damage to the Tower that may be caused by any negligent and/or wilful act or omission attributable to the Guardian, any member of its staff, any of its contractors, subcontractors, agents and/or representatives.

29. Costs

- 29.1 All expenses incurred by or on behalf of the Parties, including all fees of professional advisers employed by either of the parties in connection with the negotiation, preparation and execution of this Deed shall be borne solely by the Party which incurred them.

30. Force Majeure

- 30.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Deed to the extent that its performance is interrupted or prevented by a Force Majeure Event, subject to the affected party:
- a. promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and



- b. using its best endeavours to limit the effect of that delay or non-performance on the other party.

30.2 Such delay or failure shall not constitute a breach of this Deed and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

31. **Amendments**

31.1 No amendment of this Deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

32. **Waivers and Remedies**

32.1 Except as otherwise stated in this Deed, the rights and remedies of each party under this Deed:

- a. are in addition to and not exclusive of any other rights or remedies under this Deed or the general law; and
- b. may be waived only in writing and specifically.

32.2 Delay in exercising or non-exercise of any right under this Deed is not a waiver of that or any other right.

32.3 Partial exercise of any right under this Deed shall not preclude any further or other exercise of that right or any other right under this Deed.

32.4 Waiver of a breach of any term of this Deed shall not operate as a waiver of any breach of any other term or any subsequent breach of that term.

33. **Duration of Deed and Termination**

33.1 The guardianship deed is being entered into for a period of ten (10) years, with effect from the date of this deed, at the end of which period the deed will be considered to have expired. Thereafter renewal of the guardianship deed for further terms will have to be reconsidered.

33.2 The Minister, after consulting the Superintendent and the Committee of Guarantee may at any time be entitled to terminate this Deed if any condition stipulated in this



deed or the provisions of the Cultural Heritage Act are not observed by the Guardian. If any material violation is brought to the notice of the Guardian in writing by the Superintendent, the Guardian shall have two (2) months to commence corrective action and shall proceed with such action diligently to completion. If corrective action is not commenced by the Guardian and successfully followed to completion, this Deed may be terminated by the Government or the Superintendent.

33.3 The Government shall also be entitled to terminate this Deed if the Guardian becomes unable to pay its debts, requests suspension of payments or is declared to be insolvent, or becomes the subject of insolvency proceedings.

33.4 Termination in terms of this clause 33 is to be in writing and to be sent to the Guardian by registered letter. The Deed shall be deemed to have been terminated upon receipt of such letter by the Guardian.

34. **Severance**

34.1 If any provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- a. the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
- b. the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Deed.

34.2 Whilst the parties consider the provisions contained in this Deed reasonable, having taken independent legal advice, if any one or more of the provisions are adjudged alone or together to be illegal, invalid or unenforceable, the parties shall negotiate in good faith to modify any such provisions so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provisions.

35. **Assignment and Subcontracting**

35.1 Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Deed without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that Government may, without requiring the Guardian's consent, assign, or in any other manner transfer, this Deed to any government body which is designated to be responsible for the Tower, the conservation and restoration works and/or the Management services.



35.2 The Guardian shall not subcontract the Services, or any part thereof, under this Deed without the Superintendent's prior written consent.

35.3 Without prejudice to clause 17.1, the Guardian shall ensure that the property or parts thereof shall not be let to third parties, and the guardian shall also be prohibited from making out or in any other way transfer the guardianship to third parties.

36. **Entire Deed**

36.1 This Deed constitutes the entire Deed between the parties with respect to the subject matter of this Deed and supersedes and extinguishes any prior drafts, Deeds, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

37. **Reliance**

37.1 Each party acknowledges to the other that it has not been induced to enter into this Deed nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Deed. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Deed shall be for breach of contract under the terms of this Deed and it shall have no right of action against any other party in respect of any representation, promise, assurance, warranty or undertaking not contained in this Deed.

38. **Fraud**

38.1 None of the provisions of this Deed shall be construed as to exclude any liability which either party would otherwise have to the other, or any right which either of them may have to rescind this Deed in respect of any statements made fraudulently by the other prior to the execution of this Deed, or any rights which either of them may have in respect of fraudulent concealment by the other.

39. **Survival of Obligations**

39.1 Notwithstanding anything contained herein to the contrary, the provisions which are expressed to survive expiry or termination, or which are impliedly expected to do so, shall survive expiry or termination of the Deed for any reason whatsoever and shall continue in full force and effect thereafter.

40. **No Agency**

40.1 Nothing in this Deed is intended to or shall operate to create a joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

41. **Notices**

41.1 All notices between the parties with respect to this Deed shall be in writing and signed by or on behalf of the party giving it.

41.2 Any such notice may be served by delivering it by hand, and/or by registered mail, to the address of the addressee set out below or to an email address, or to such other address in Malta as the addressee may from time to time have notified for the purpose of this Clause 41. Notices shall be deemed to have been received: if delivered by hand, on the day of delivery; or if sent by registered mail, on confirmation of successful delivery.

41.3 The addresses of the parties for the purposes of this Clause are:

a. **The Superintendent**

The Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

For the attention of: The Superintendent of Cultural Heritage

b. **The Guardian**

Fondazzjoni Wirt Artna
Notre Dame Gate
St Edward's Street
Vittoriosa BRG 9038

For the attention of: The Executive Chairman



42. **Dispute Resolution and Governing Law**

42.1 Any dispute arising out of or in connection with this Deed shall be brought before and settled by the Courts of Malta.

42.2 This Deed shall be governed by and construed in all respects in accordance with the Laws in force in Malta from time to time.

It is being declared that no duty on documents and transfers or capital gains tax are payable on this deed and since no transfer or creation of real rights are involved, chapter two hundred forty six (246) of the Laws of Malta is not applicable.

As the documents annexed to this Deed exceed five in number a list of documents is being annexed hereto and marked with the letter "X".

This Deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to the law, has been done, read and published in Malta, Valletta, at the Ministry for Justice, Culture and Local Government, number thirty (30), Old Treasury Street.

(Signed)

Anthony Pace

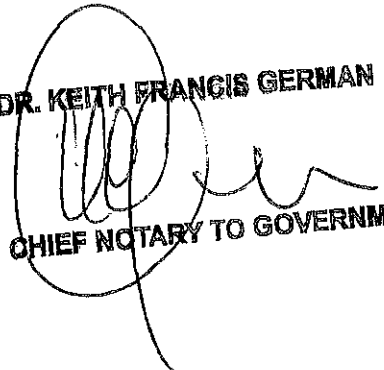
M Farrugia

G Said

Dr Keith Francis German

Chief Notary to Government

True copy of the original
Today 5/1/2014

DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

"X"

List of Documents

Appendix 1: The Guardian Management Plan and Programme for the Conservation and Restoration Works;

Appendix 2: Plan of the Tower at Triq il-Wiesgħa, Xagħjra

Appendix A: Authorisation from Minister responsible for Culture

Appendix B: Authorisation from Minister responsible for Lands

Appendix C: Authorisation from Commissioner of Land

Appendix D: Advice Committee of Guarantee;

Document A1: Board Resolution

(Signed)

Anthony Pace

M Farrugia

G Said

Dr Keith Francis German

Chief Notary to Government

True copy of the original
Today 4/1/2017

DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

Appendix "1"

Xaghjra Coastal Tower

Management Plan



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Management Plan

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Management Plan

Fondazzjoni Wirt Artna

Since its set-up in 1987, *Fondazzjoni Wirt Artna* has embarked on various projects aimed at bettering the understanding and preservation of Malta's cultural heritage. Over time, *Fondazzjoni Wirt Artna* established itself as one of the leading NGO's on the island. All this was achieved through hard work on several rehabilitation and restoration projects of cultural properties and by re-proposing the sites to the general public.

Main aims of plan

The foundation's aim is to protect, conserve, manage and display Malta's Knights period military heritage; Triq il-Wiesgha Tower, Xaghjra (Zabbar).

In essence, *Fondazzjoni Wirt Artna* aims to:

- Conserve the sites
- Use the sites as a sustainable visitor attraction
- Grant public access to the sites
- Understand better the sites' cultural, historical and social relevance
- To recreate aspects from the past through historical re-enactments.
- Contribute towards diversification of National's Cultural Tourism and Educational product.

Description and Statement of Significance

Description

Following the Great Siege of 1565, it was soon obvious that more adequate fortifications were necessary all around Malta. Works immediately started on the Grand Harbour, building the city of Valletta and fortifying the three cities. However by the 17th century it was imperative to guard also the rest of the island and not only the harbour area. Apart from the locally run militia financed by the *Universita*, there existed no adequate form of coastal watching system. For such purpose the Knights of St. John began to construct a series of coastal guard towers. Initially these were to serve as an early-warning system but were later upgraded to fight back in the event of an invasion.

The coastal guard towers were not built at one go. These were built over a period of 50 years and under three different Grand Masters.

The first set of towers was built under Grand Master Alof de Wignacourt (1601–22) who between 1609 and 1620 built six towers in all. These towers were large and had a square shape making it resemble more like a fort. In fact sometimes these were also given the names of *fortini*. Due to the lack of fortifications at that time, the towers were more meant to be strong points rather than mere watch towers. In fact the structures had heavy turrets and could also be armed with heavy artillery on the roofs. In times of war, these towers could also be garrisoned by a sizable detachment of troops.

By 1636 a new typology of tower was envisaged. Under Grand Master Lascaris (1636–57) some six towers were built between 1636 and 1657. The new towers were slender in shape and were mostly located on previously militia guarded posts. It should be noted that the new towers had a passive role meant only to relay messages to Valletta, Mdina or the three cities from where eventually troops would be sent out to fight the enemy.

However it was under Grand Master De Redin (1657-60) that this system was further amplified and perfected. Between 1658 and 1659 some 13 towers similar to their previous ones built under Grand Master Lascaris were constructed. The majority of these were located on the western coast of the island, thus securing all landing places on this part of Malta.

Triq il-Wiesgha Tower located in Xaghjra half way between Zabbar and Marsascala form part of the thirteen coastal towers built during Grand Master De Redin in the period between 1658 and 1659. Once the coastal guard post system was conclude the efficiency of signalling relay could work more efficiently. Most of the towers were built on previously used vantage points by the militia.

The De Redin towers had a slender elongated shape similar to their predecessors built during Grand Master Lascaris, however they were more robust than their predecessors. It should be noted that these towers were meant to have a passive role. This is also attested by the fact that only 3 gunners and a bombardier were assigned to each tower. Though these towers were not for aggressive purposes, it is noted that in 1792, Xaghjra tower housed a 3 pounder iron gun with two small mortars.

Reports carried out during the 18th century inform us of the decadent status of the towers. Eventually various towers such as that at Xaghjra were later restored during the British period.

Cultural Heritage Values

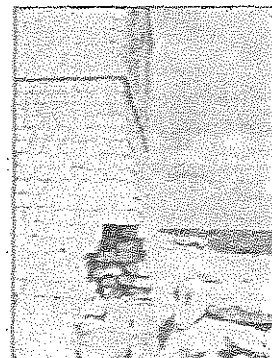
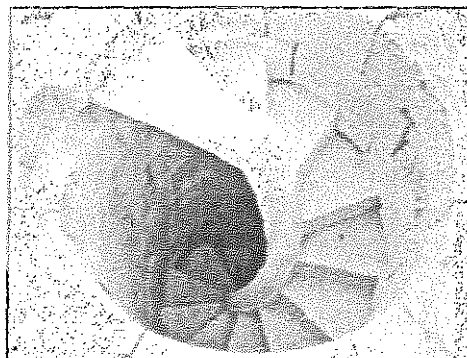
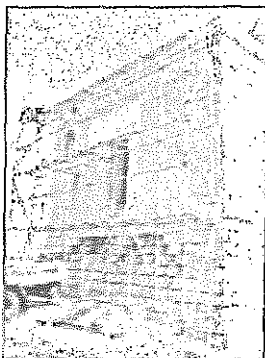
Military and Symbolic

Travelling around the islands' coast, these towers are immediately recognised as prominent landmarks. Their value might not be obvious at first sight. Some might look at them considering their long lost glory. However which way one looks at them continuity can be made out. The towers have changed radically, from a Military past to a Symbolic present.

Shifting military trends and technology might have put towers into secondary light. However their symbolic value has not been lost. Standing monuments of a bygone era, nowadays these towers are frequently used as national emblems of the need to protect our culture in its integrity. Case in point is the logo of *Fondazzjoni Wirt Artna* which has adopted a stylised version of these towers

Apart from the symbolic value, the towers also had a practical value. Looking back a couple of centuries during the knights period, the building of the towers offered a 'modern' and adequate way to protect the population from Turks' and corsairs' pillaging campaigns on the island's shores. Though militia services were available previous to their building, the new structures set up a more systematic way of relaying signals to the nearest garrison. As a result interventions were prompt thus limiting damages.

Whether past or present these towers have been and are still part of our cultural heritage. Having stood for so long defending our shores, the least we can do today is saving them from oblivion not only for future generations but also as a symbol of our effort to protect the Island's vast cultural heritage.



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Key Issues

Conservation and Access

Access and sustainability

The De Redin tower has been handed over to Fondazzjoni Wirt Artna by the government to be restored and opened to the public as a heritage attraction. Having been abandoned in the past years, the tower needed some serious restoration.

The tower and its vicinity to the sea had a very serious impact on the structure heavily eroding various parts of the tower. As a result the tower was in risk of collapse due to deteriorated foundations. Following a conservation analyses report, restoration works were programmed and carried out in 2009.

Ever since the restoration of this site, Fondazzjoni Wirt Artna carries regular surveillance and upkeep of the site.

Site Security

All sites are regularly monitored in order to ensure their security and good state. In the near future a CCTV system will be installed as a deterrent against vandal acts.

Conservation

Following an in-depth report by Architect Edward Said in 2006, the site has been restored, following most of his indications. All necessary precautions have been taken to make safer the tower's foundations which had been eroded away putting the structure's stability at risk. Fondazzjoni Wirt Artna assures that all work carried on site was the best possible in order to safeguard the integrity of the site. The next step should be to implement a maintenance scheme in order to upkeep the building in its finest state. Meanwhile the site is under constant monitoring to assess the maintenance and impact of weathering and erosion.

Objectives

Long Term Objectives

- *Fondazzjoni Wirt Artna* will be working to establish Triq il-Wiesgha Tower as a main attraction in a tour linking related sites in a coastal defence trail.

Sustainable tourism

- *Fondazzjoni Wirt Artna* will be working to setup exhibitions related to the Corsairing and Piracy as a main theme.
- *Fondazzjoni Wirt Artna* will ensure that any exhibitions held will be designed in order to fulfil visitors' curiosity and their lack of knowledge on the subject.

Conservation Objectives

- *Fondazzjoni Wirt Artna* will ensure that the site and its surroundings are brought to its original splendour, by conservation and restoration works to be carried out to the highest international standards.

Research and documentation objectives

- *Fondazzjoni Wirt Artna* will be working on increasing public awareness related to cultural heritage.

Selected Bibliography

Freller, T. 1999. *Knights, Corsairs and Slaves in Malta*, PIN.

Scicluna, P. H. 1969. *The Order of St. John of Jerusalem & Places of Interest in Malta & Gozo*, Malta.

Spiteri, C. S. 2008. *The Art of Fortress Building in Hospitaller Malta*, Book Distributors Ltd.

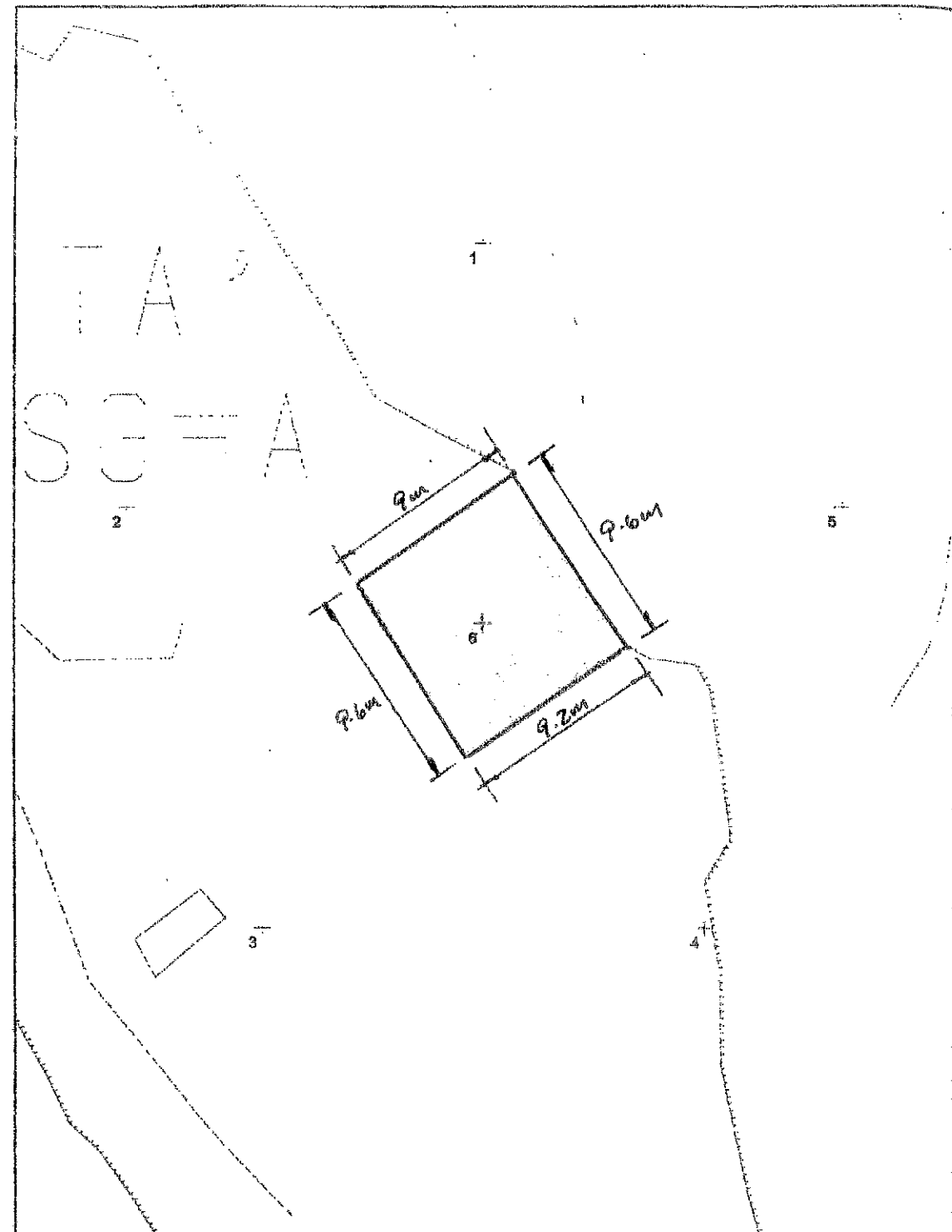
Zammit, V. 1999. *Is-Swar u L-Fortifikazzjonijiet*, PIN.

Appendix 2

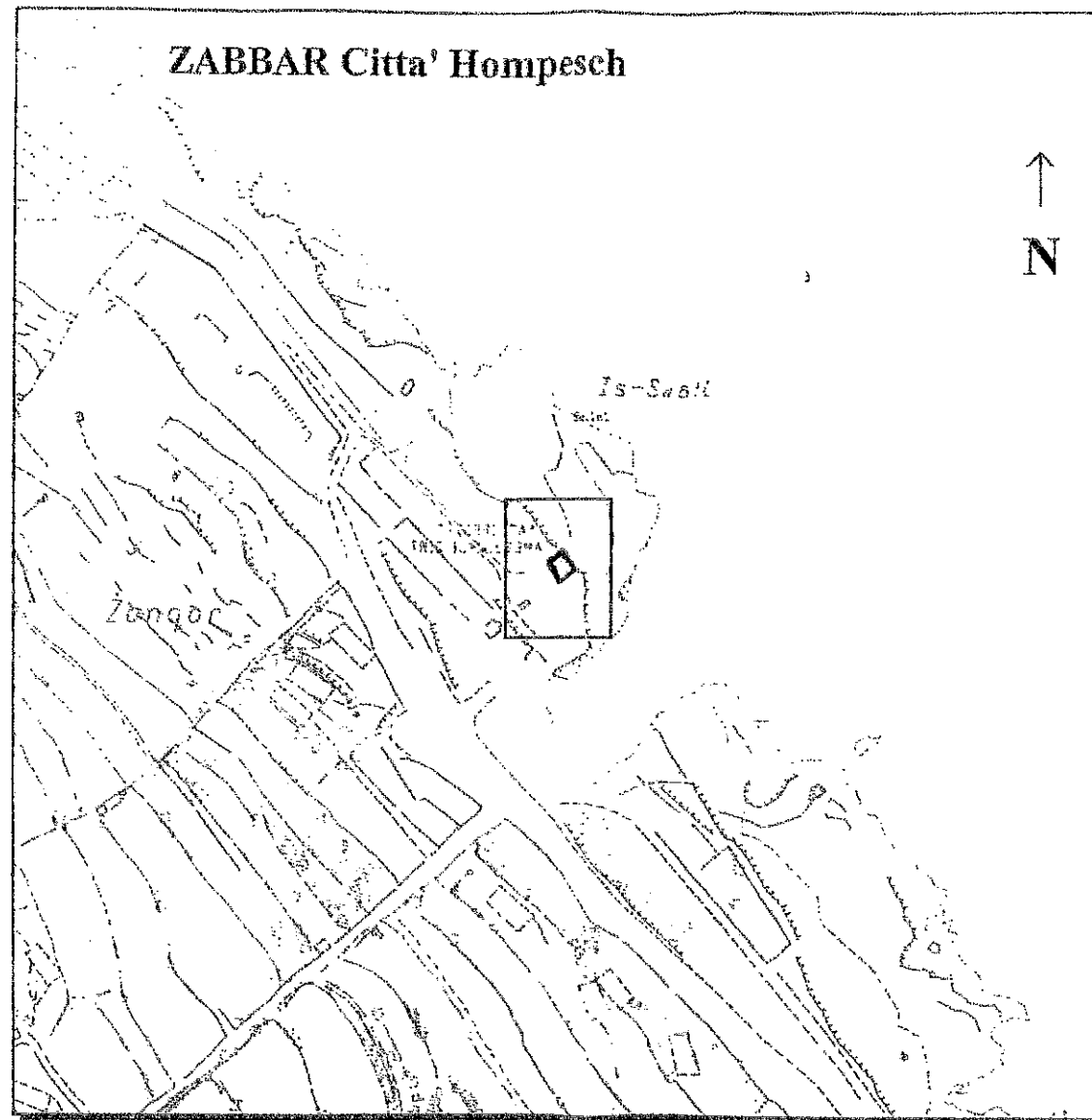
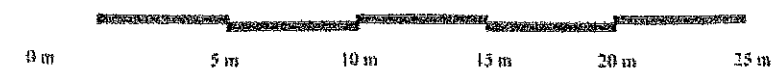
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Dan hu dokument uffiċjali għall-użu biss fir-Registru tal-Artijiet

This is an official document for Land Registry use only (58 - Divizjoni tal-Artijiet tal-Gvern)



Scale 1:250 Skala



Gvern Ta' Malta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta

Registru tal-Artijiet

Land Registry

Casa Bollino, 116 Triq il-Punent, Valletta

Casa Bollino, 116 West Street, Valletta

Nru tal-Mappa: Map Number:	318447M	Pozizzjoni Centrali: Centre Coordinates:	x = 60719 y = 70698	Parti minn SS: Extracted from SS:	6070	Data: Date:	18/08/2015
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Perit
Architect:

Timbru tal-Perit
Architect's Stamp

Perit Stefan Scotto
Architect Department

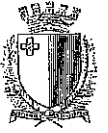
Qies (metri kwadri)
Area (square metres)

Area - 91m² (approx)

Firma tal-Applikant
Applicant's signature

Dritt Mhallas
Fee Paid

Appendix "A"



PARLIAMENTARY SECRETARIAT FOR JUSTICE
OLD TREASURY STREET, VALLETTA, MALTA

15th December 2016

Dr Anthony Pace
Superintendent of Cultural Heritage
Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

Dear Dr Pace

Ref. Guardianship Deeds with Fondazzjoni Wirt Artna

Following the consent of the Prime Minister and the advice of the Committee of Guarantee of 22 February 2016, in accordance with Article 48 of the Cultural Heritage Act (CAP 445), you are hereby authorised, in your capacity as Superintendent of Cultural Heritage, to conclude a Guardianship Deeds under the terms and conditions of the said Act, with the purpose of entrusting Fondazzjoni Wirt Artna, with the management of the following Government-owned properties as duly described in the said deeds:

Fort Rinella - Kalkara
Notre Dame Gate – Vittoriosa
Xghijra Tower
Madliena Tower
Pillbox at Madliena
Military Bridge at Madliena
Fougasse at Madliena
R15 Reserve Post at Naxxar
Ab1 beach post at Mellieha
RaO beach post at Kalkara
French Post at Vittoriosa

The above authorisation is without prejudice to decisions of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act. The properties to be held in guardianship shall remain subject to surveillance of the Superintendent of Cultural Heritage.

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,

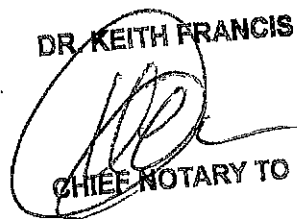


The Hon. Dr Owen Bonnici
Minister for Justice, Culture and Local Government

True copy of the original

Today 16/12/2016

DR. KEITH FRANCIS GERMAN



CHIEF NOTARY TO GOVERNMENT



Appendix 'B'



15th December 2016

SEGRETARJAT PARLAMENTARI GHALL-IPPJANAR
U S-SIMPLIFIKAZZJONI AMMINISTRATTIVA
BERĠA TA' KASTILJA, VALLETTA, MALTA

Hon. Owen Bonnici MP –
Minister for Justice, Culture and Local Government
VALLETTA.

Thru': The Hon. Dr Joseph Muscat
Prime Minister

Dear

Hon Bonnici

Guardianship Deeds with Fondazzjoni Wirt Artna

Following our discussions on the matter and following the advice of the Committee of Guarantee of 22 February 2016, in accordance with Article 48 of the Cultural Heritage Act (CAP 445), I do hereby give my consent to the conclusion of Guardianship Deeds under the terms and conditions of the said Act, with the purpose of entrusting Fondazzjoni Wirt Artna, with the management of the following Government-owned properties as duly described in the said deeds:

Fort Rinella - Kalkara
Notre Dame Gate – Vittoriosa
Xghijra Tower
Madliena Tower
Pillbox at Madliena
Military Bridge at Madliena
Fougasse at Madliena
R15 Reserve Post at Naxxar
Ab1 beach post at Mellieħa
RaO beach post at Kalkara
French Post at Vittoriosa

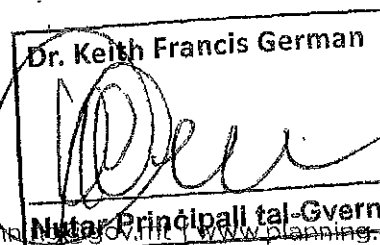
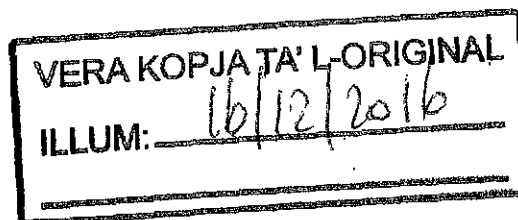
The above authorisation is without prejudice to the decision of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act. The properties to be held in guardianship shall remain subject to surveillance of the Superintendent of Cultural Heritage.

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,

Hon Deborah Schembri

Parliamentary Secretary for Planning and Simplification of Administrative Processes



48. (1) The Superintendent may with the authority in writing of the Minister, in concurrence with the Minister responsible for lands, enter by public deed, into a guardianship contract with a local council or with a non-government organization whereby the custody and administration of immovable cultural property is passed over to the local council or the non - government organisation, as the case may be, in accordance with the provisions of this Act and of such regulations as may be prescribed and to such conditions not inconsistent therewith as may be contained in the deed. The guardianship deed shall state the term for which it is entered, which term shall be approved by the Superintendent on a case by case basis, following the careful consideration of the feasibility and scale of undertaking of each proposal.

In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo
Commissioner of Land

(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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END OF TEXT

Thanks & Rgds

Albert V. Mamo

Commissioner of Lands
Land Dept.
(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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Pace Anthony at Heritage Superintendence

From: Mamo Albert V at GPD
Sent: 24 February 2010 12:19
To: Pace Anthony at Heritage Superintendence
Cc: Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Mintoff Lino at MFEI; Mifsud Alfred G at GPD
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Superintendent
Cultural Heritage

Dear Sir,

Grant of Guardianships on Government Property to Fondazzjoni Wirt Artna

You may wish to note that approval has been given by Minister of Finance, the Economy & Investment for the allocation of the properties mentioned hereunder to you so that you may enter upon guardian ship deeds with Fondazzjoni Wirt Artna. I have not received any approval from the Minister responsible for Cultural Heritage and it is up to you to obtain it unless it has been obtained already.

In so far as G.P.D. is concerned, the properties are being allocated to you and the accounts are being closed as on the 28th February 2009. The Estate Management Department shall be forwarding to you three copies of each PD plan showing the properties as held on lease so that you may conclude the deeds of guardianship. As to the Notary, it is suggested that you ask the Notary to Government to publish the deeds as our notaries are overloaded with work.

A.V. Mamo
Commissioner of Land

Hon. Minister of Finance, the Economy & Investment

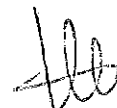
Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

Reference is made to nine requests by CEO Fondazzjoni Wirt Artna dated 14th December 2009 for the transfer of a number of properties by guardianship namely:- Couvre Port (ground floor only) Birgu, Tower at Triq il-Wiesgha, Xaghjra, Notre Dame Gate, Birgu, Is-Simbilja medieval hamlet, l/o Dingli, Madliena Tower and adjacent structures, Room off Mediterranean Street and Bridge and Weir at Pembroke, St.Thomas Tower Marsacala, Pillboxes at Mellicha, Naxxar and Kalkara and Fort Rinella Kalkara. All these properties are already held by the Fondazzjoni either on encroachment terms or under some form of agreement with government.

The Parliamentary Secretary for Revenue and Lands has no objection to this request. Clause 48. (1) of (Chapter 445) Culture Heritage Act stipulates :-



regulations as may be prescribed and to such conditions not inconsistent therewith as may be contained in the deed. The guardianship deed shall state the term for which it is entered, which term shall be approved by the Superintendent on a case by case basis, following the careful consideration of the feasibility and scale of undertaking of each proposal.

In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo

Commissioner of Land

(Government Property Division)

Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; E-mail: albert.v.mamo@gov.mt

Website -: <http://www.gpd.gov.mt>

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END OF TEXT



Appendix "C"

Vella Mario at MFEI

From: Fenech Tonio at MFEI
To: Vella Mario at MFEI
Cc:
Subject: Fw: Grant of Guardianships on government property to Fondazzjoni Wirt Artna
Attachments:

Sent: Mon 18/01/2010 12:18

Print and place intra

From: Mamo Albert V at GPD
To: Fenech Tonio at MFEI; Cristina Dolores at MEDC
Cc: Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Pace Anthony at Heritage Superintendence; Mintoff Lino at MFEI
Sent: Thu Jan 14 09:23:00 2010
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,

Approved
8/2/2009
TONIO FENECH B.A. (Hons.) Accty., F.I.A., C.P.A. M.P.
 MINISTER FOR FINANCE, THE ECONOMY AND INVESTMENT

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

Reference is made to nine requests by CEO Fondazzjoni Wirt Artna dated 14th December 2009 for the transfer of a number of properties by guardianship namely:- Couvre Port (ground floor only) Birgu, Tower at Triq il-Wiesgha, Xaghjra, Notre Dame Gate, Birgu, Is-Simbilja medieval hamlet, I/o Dingli, Madliena Tower and adjacent structures, Room off Mediterranean Street and Bridge and Weir at Pembroke, St. Thomas Tower Marsacala, Pillboxes at Mellieha, Naxxar and Kalkara and Fort Rinella Kalkara. All these properties are already held by the Fondazzjoni either on encroachment terms or under some form of agreement with government.

The Parliamentary Secretary for Revenue and Lands has no objection to this request. Clause 48. (1) of (Chapter 445) Culture Heritage Act stipulates :-

48. (1) The Superintendent may with the authority in writing of the Minister, in concurrence with the Minister responsible for lands, enter by public deed, into a guardianship contract with a local council or with a non-government organization whereby the custody and administration of immovable cultural property is passed over to the local council or the non - government organisation, as the case may be, in accordance with the provisions of this Act and of such

COMMITTEE OF GUARANTEE

22 February 2016
Hon Dr O. Bonnici
Minister of Justice, Culture and Local Government
Valletta

Dear Hon Minister Bonnici,

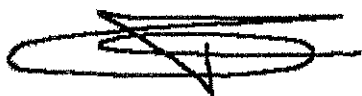
Following a recent meeting of the Committee of Guarantee it has been unanimously decided that Fondazzjoni Wirt Artna is to be given Guardianship deeds for the following properties:

- 1) Fort Rinella, Kalkara
- 2) Heritage Sites in Pembroke: Madliena Tower and adjacent structures; Room off Mediterranean Street; and, Bridge & Weir, Pembroke
- 3) Tower at Triq il-Wiesgha, Xaghjra
- 4) World War II Pill Boxes: Reserve Post R15 (Naxxar); AB1 Beach post (Mellieha); and, RAO beach post (Kalkara)
- 5) Notre Dame Gate, Vittoriosa
- 6) St. Thomas Tower, Marsascula

All documentation necessary for this action is attached to this letter.

Sincerely yours,

Dr Timmy Gambin
Chairperson, Committee of Guarantee



CC Mr R. Muscat; Dr T. Pace & Mr M. Farrugia

True copy of the original

Today 16/02/2016

DR. KEITH FRANCIS GERMAN



CHIEF NOTARY TO GOVERNMENT



Doc "A1";



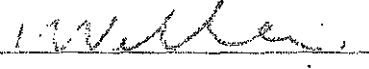
Fort Rinella, St. Rocco Rd,
KALKARA. CSP 11
Tel/Fax: (+356)21509713
e-mail: fwa@waidonet.net.mt

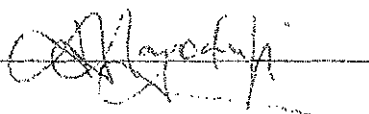
POWER OF ATTORNEY

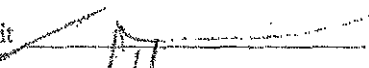
This 7th day of August of the year 2003.

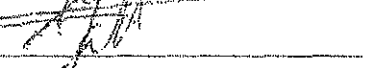
The board of Trustees hereby authorizes Mr Mario Farrugia and Dr George Said, Chairman and Vice-Chairman of the Board of Trustees of Fondazzjoni Wirt Artna, to represent the Foundation on all matters regarding all Guardianship Deed to be agreed and signed with the Superintendence of Cultural Heritage representing the Government of Malta.

Signed by:

Dr Nicholas Vella 

Joseph Magro Conti 

Raymond Cachia Zammit 

Christopher Gatt 

True copy of the original

Today 16/8/2016

DR. KEITH FRANCIS GERMAN


CHIEF NOTARY TO GOVERNMENT



Today the sixteenth (16th) day of December of the year two thousand and sixteen (2016)

Deed No.
133

Guardianship Deed

Before me Doctor Keith Francis German, Chief Notary to Government, personally came and appeared as identified by the here under mentioned documents:

Doctor Anthony Pace, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on 25/01/1962 and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of Government, (hereinafter referred to as "the Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta;

and

The second party, **Mario Farrugia**, son of Amabile Farrugia and Josephine nee' Dimech born in Pietà on 23/08/1967 and residing in Mqabba, holder of Identity Card Number 345667(M), together with **Doctor George Said**, son of Joseph Said and Evelyn née Borg, born in Saint Julians on 04/03/1977 and residing in Sliema, holder of Identity Card number 165577(M), who are jointly appearing hereon in their capacity as Executive Chairman and Deputy Chairman respectively for and on behalf of Fondazzjoni Wirt Artna hereinafter referred to as "the Guardian" as authorised by means of a Board Resolution hereto annexed and marked with Document 'A1'.

each of which a Party and together the Parties.

Related papers relative to this deed are marked Notary to Government number thirty-eight stroke two thousand and fifteen (Not. 38/2015).

The Parties premise and declare:

- A. Whereas the Guardian, a long standing voluntary organisation active in the field of heritage preservation, has volunteered to carry out, at its own cost and expense, the necessary conservation and restoration works to the World War II Pillboxes in various localities (as defined hereunder);

- B. Whereas the Guardian has the necessary means, including access to funds, personnel and expertise to carry out the necessary conservation and restoration works to the Pillboxes (as defined hereunder);
- C. Whereas the Guardian also wishes to manage the Pillboxes on behalf of the Government (as defined hereunder) as part of Malta's historic and artistic heritage;
- D. Whereas, in virtue of the Article forty-eight (48) of the Cultural Heritage Act of the year two thousand and two (2002), the Superintendent is empowered to enter by public deed with Local Councils and Non-Governmental Organisations, after having been duly authorised for these purposes by the Minister responsible for cultural heritage as results from a copy of the relative authorisation which is hereto annexed, marked Appendix A, and with the concurrence of the Minister responsible for Lands as per Appendix letter 'B' and from the relative authorisation of the Commissioner of Land a copy of which is hereto annexed, marked Appendix C, following the advice of the Committee of Guarantee as results from a copy of the relative correspondence which is here annexed, marked with the Appendix D.
- E. Whereas the Superintendent having been authorised as above indicated, is desirous of entering into such guardianship deed with the Guardian;
- F. Whereas the Superintendent is willing to appoint the Guardian to carry out the conservation and restoration works (as defined below) and to manage the Pillboxes, subject to the terms and conditions stipulated hereunder;
- G. And whereas this guardianship deed is being entered into for restoration, conservation, didactic and presentation purposes only, in accordance with the guardian's principal objectives to protect the Islands' natural and historical heritage, and with objectives specific to this deed outlined in the document entitled 'British World War II Pillboxes Management Plan', hereto annexed and marked Appendix 1;
- H. Now therefore the Superintendent of the one part and the Guardian of the other part are hereby entering in virtue of this deed into a guardianship contract, in terms of Article forty-eight (48) and other provisions of the Cultural Heritage Act of the year two thousand and two (2002), whereby the Superintendent is entrusting to the Guardian, which accepts, the guardianship of the historical property comprising the three (3) World War II Pillboxes known as (i) the Pillbox (known also as R 15 Reserve Post) and Site at T'Alla U Ommu limits of Naxxar, defined as Encroachment 95472 and occupying an Area of 355m², as shown in Land Registry plan hereto attached and marked Appendix 2(a); (ii) the Pillbox at Kalkara (known also as RAO Beach Post) as shown in Land Registry plan hereto attached and marked Appendix 2(b); and (iii) the Wartime



Beach Post (known also as Defence Post AB1) at Anchor Bay or il-Prajjet in the limits of Mellieħa as shown in Land Registry plan hereto attached and marked Appendix 2(c).

1. **Definition of Terms**

In construing this Deed, the following terms shall have the meaning assigned to them hereunder, except where the context requires otherwise:

Committee shall mean the Committee of Guarantee established by Article 14 of the Cultural Heritage Act;

Conservation and restoration works shall mean the conservation and restoration works to be carried out by the Guardian as set out in clause 2 and better described in Appendix 3;

Deed shall mean this Deed, including all appendices and documents attached hereto;

Equipment shall mean all and any equipment, tools, materials, machines and consumables, including without limitation any ticketing systems, turnstiles and hand-sets, to be used by the Guardian in the performance of the Services;

Good Industry Practice shall mean the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a highly skilled, trained and experienced person engaged in providing services which are the same or similar to the Services;

House shall mean the House of Representatives;

Management Services shall mean the management services to be carried out by the Guardian as described in clause 16;

Minister shall mean the Minister responsible for cultural heritage, and includes, to the extent of any authority given, any person specifically authorised by the Minister for any of the purposes



of the Cultural Heritage Act;

Pillboxes shall mean the historical property comprising the World War II Pillboxes that are covered by the guardianship contract in virtue of this Deed, as described in paragraph H;

Project Manager shall mean the person appointed by the Guardian pursuant to clause 3 of this Deed;

Services shall mean the conservation and restoration works and the management services collectively;

Superintendent shall mean the Superintendent of Cultural Heritage.

Part A – Conservation and Restoration Works

2. The Conservation and Restoration Works

2.1 The Superintendent hereby engages the Guardian, which accepts, to carry out the conservation and restoration works set out in Appendix 3 at its own cost and expense and without being entitled to any claim for compensation therefore, and subject to the terms and conditions of this Deed. The conservation and restoration works shall accede to and become an integral part of the Pillboxes.

2.2 All conservation and restoration works to be carried out in terms of this Deed shall be executed in accordance with such reasonable directions as the Superintendent may give and using materials and workmanship of high quality and standards in accordance with Good Industry Practice. All conservation and restoration works shall be carried out in the manner set out in Appendix 3 or, where not so set out, to the reasonable satisfaction of the Superintendent and the Government.

2.3 The Guardian represents and warrants that it has or has access to the necessary expertise, capabilities and resources, including financial means, to carry out the



conservation and restoration works in accordance with the terms and conditions of this Deed.

- 2.4 The Guardian shall submit for the consideration of the Superintendent, within twelve (12) months of the signing of this Deed, a detailed action plan for the Pillboxes, which will include a management and conservation plan. The Guardian shall submit to the Superintendent an annual report on the activities related to the specific objectives of the Management and Conservation plans.
- 2.5 The Guardian, advised and guided as necessary by the Superintendent, agrees to submit for the consideration of the Superintendent, within six (6) months of the signing of this Deed, a detailed report on the current state of the Pillboxes.
- 2.6 The Guardian, advised and guided by the Superintendent, shall submit for consideration of the Superintendent a detailed survey and inventory of all the moveable artefacts located within the Pillboxes, within six (6) months of the signing of this Deed.
- 2.7 The Guardian shall, before undertaking any of the conservation and restoration works and/or any other works or repairs which it is required to carry out, give notice thereof in writing to the Superintendent.
- 2.8 The Guardian shall acknowledge the collaboration given by the Government and the Superintendent, in furtherance of the conservation and restoration works, in all public information materials and activities implemented as part of this Deed.

3. The Project Manager

- 3.1 The Guardian shall appoint a Project Manager who shall supervise, manage and ensure the proper and timely completion of the conservation and restoration works. The Project Manager shall liaise with the Superintendent, and the Superintendent shall convey all its instructions in relation to the conservation and restoration works to the Project Manager. The Project Manager and the Superintendent shall be the single point of contact between Government and the Guardian in relation to the conservation and restoration works.

4. Due Diligence

- 4.1 The Guardian acknowledges and guarantees that it has:



- 4.1.1 examined the Pillboxes fully and that it has all the information required in order for it to make an informed assessment of the nature and extent of the conservation and restoration works required and the optimum manner in which the said conservation and restoration works are to be carried out;
- 4.1.2 taken into full account the information made available to it, as well as any information otherwise available in relation to the Pillboxes;
- 4.1.3 raised all due diligence questions with the Government before the date of execution of this Deed; and
- 4.1.4 entered into this Deed in reliance on its own due diligence and in entering into this Deed has not relied on any representation, warranty, condition or other term, express or implied, save for those expressly provided in this Deed and those which cannot be prohibited by law.

5. Equipment and Resources

- 5.1 The Guardian shall, at its own cost and expense, provide all the Equipment, labour and funds necessary to complete the conservation and restoration works in accordance with the time-frames stipulated in this Deed.
- 5.2 The Guardian shall be responsible for the receipt at the Pillboxes of all the requisite Equipment. The Guardian shall store the Equipment required for the conservation and restoration works at such location, at the Pillboxes, or off-site, as may from time to time be directed by the Superintendent. The Superintendent or Government shall not bear any responsibility for the safe storage of the Equipment. The Guardian also acknowledges and agrees that any Equipment which is not required for the provision of the Services may not be stored at the Pillboxes.
- 5.3 For the avoidance of doubt, the Government and the Superintendence shall not be obliged to provide any of the Equipment, nor in any manner assist in the management or the performance of the conservation and restoration works, other than as expressly provided herein.



6. Variations and Omissions

- 6.1 The Guardian shall not alter the Conservation and restoration works except as directed in writing by the Superintendent. The Superintendent shall have the power to require reasonable alterations in the conservation and restoration works.
- 6.2 Any work which is not specifically mentioned in this Deed to be part of the conservation and restoration works, but which may be inferred to be necessary for the stability or proper completion or the safe, reliable and efficient operation of the conservation and restoration works must also be carried out by the Guardian and shall be deemed to form an integral part of the conservation and restoration works.

7. Responsibility to Rectify Loss or Damage

- 7.1 If any loss or damage, from any cause whatsoever for which the Guardian is responsible, happens to the Pillboxes, the Guardian shall at its own cost rectify such loss or damage.

8. Insurance and Indemnity

- 8.1 The Guardian shall at its own cost and expense take out adequate insurance in accordance with Good Industry Practice as is utilised to insure damages resulting from the conservation and restoration works. The Guardian shall, upon request, provide proof to the Superintendent that such insurance cover has been taken out and that the last premium due has been paid.
- 8.2 The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 8.1 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.
- 8.3 The Guardian shall indemnify the Government and the Superintendence and hold the Government and the Superintendence harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the conservation and restoration works or which are connected with the conservation and restoration works, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.



9. **Protection of the Pillboxes, Safety and Security**

- 9.1 The Guardian shall, throughout the execution and completion of the conservation and restoration works:
- 9.1.1 have full regard for the safety of all persons entitled to be upon the property of the Pillboxes and keep the Pillboxes and the conservation and restoration works, at all times, in an orderly state to ensure to the avoidance of danger or risk to such persons' health and safety, as well as that of third parties;
 - 9.1.2 comply with all current construction regulations and working rules, as well as any other laws and/or regulations which may be applicable to the Guardian and/or to the conservation and restoration works;
 - 9.1.3 take all reasonable steps to avoid damage or nuisance to the public or to property resulting from pollution, noise or other causes arising as a consequence of The Guardian's methods of operation;
 - 9.1.4 take all reasonable steps to prevent any unlawful, riotous or disorderly conduct by or amongst the Guardian's staff and any contracted or subcontracted persons involved in the conservation and restoration works and to preserve peace and protection of persons and property in the neighbourhood of the conservation and restoration works and on the Pillboxes as a whole;
 - 9.1.5 take all necessary safety precautions to prevent the outbreak of fire in the Pillboxes, falling objects, or any other similar peril;
 - 9.1.6 ensure that inflammable materials, compressed gases or gas cylinders which are brought on site for its use are safely stored, transported and used, and it shall keep suitable portable fire extinguishers readily available and close at hand where compressed gases and/or gas cylinders are being used or work necessitates the use of naked flames;
 - 9.1.7 remove and dispose of any waste material or rubble which has been produced in connection with the conservation and restoration works; and
 - 9.1.8 provide and maintain, at its own cost and expense all lights, guards, fencing, warning signs and surveillance, for the protection of the conservation and restoration works or for the safety and convenience of the public and/or others;



10. Access to the Pillboxes and working hours

- 10.1 Access to the Pillboxes shall be afforded to the Guardian for the purpose of carrying out the conservation and restoration works. The Guardian shall follow the Superintendent's or the Government's reasonable instructions in relation to its conduct in the Pillboxes and the manner in which the Pillboxes are to be accessed.

11. Supply of Water and Electricity

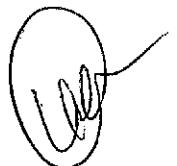
- 11.1 The Guardian shall pay all water and electricity charges incurred in the provision of the conservation and restoration works.

12. Commencement and Completion of Works

- 12.1 The Guardian shall ensure the execution of the conservation and restoration works in accordance with the attached project plan in Appendix 5. The Guardian shall ensure that the conservation and restoration works proceed in accordance with the same project plan with due expedition and without delay to reach completion of the conservation and restoration works in accordance with the time-frames set out in the project plan.
- 12.2 All conservation and restoration works shall be completed in accordance with this Deed by not later than the tenth (10th) anniversary of this Deed.

13. Inspection and Testing

- 13.1 The Government or the Superintendent shall be entitled, at all reasonable times, to inspect, examine and test the materials and workmanship being supplied by the Guardian under this Deed. Such inspection, examination and/or testing shall not release the Guardian from any of its obligations in terms of this Deed.
- 13.2 Upon completion of the conservation and restoration works, the Guardian shall give notice in writing to the Superintendent who shall inspect the Pillboxes to verify completion. If the completion of the conservation and restoration works is to the satisfaction of the Superintendent, the said Superintendent shall issue a completion certificate to this effect.



14. Defects

- 14.1 If, as a result of any inspection, the Superintendent decides that any part of the conservation and restoration works is defective, damaged or in any way not in accordance with the Deed, or that any materials or workmanship is not up to the required standard, the Guardian shall, at its own cost and expense, make good the defect or damage, or replace the materials and workmanship, as the case may be, without any delay.

15. Delay

- 15.1 If the Guardian fails to complete the conservation and restoration works in accordance with the time-lines specified in the project plan in Appendix 3 or by the date set out in Clause 12.2, whichever is the earlier, or by such other date, as may be agreed between the Parties, this Deed may be terminated.

Part B – Management Services

16. Management Services

- 16.1 The Superintendent hereby appoints the Guardian which accepts, to manage the Pillboxes on behalf of the Government in accordance with the terms specified hereunder. The Guardian shall diligently and to the best of its abilities in accordance with Good Industry Practice carry out the Management Services.
- 16.2 The Pillboxes shall be managed by the Guardian as a visitor attraction.
- 16.3 The Government shall have the right to use, free of charge, the Pillboxes for a period not exceeding fourteen (14) days in aggregate in any particular year. In all cases, the Government shall give the Guardian one (1) month notice in writing in advance of the holding of such activity.
- 16.4 The Guardian represents and warrants that it has the necessary expertise, capabilities and resources to carry out the Management Services in accordance with the terms and conditions of this Deed.



17. Right to Generate Revenue

- 17.1 The Guardian shall have the right to utilise the Pillboxes to hold private or public functions against payment and generate revenue from admission fees, donations or fund-raising activities in order to raise the necessary funds to enable it to carry out the main purposes of this guardianship deed.
- 17.2 The Guardian shall, prior to the holding of any such private or public functions, obtain the written consent of the Superintendent, for the type of activity/ function to be held except where this falls within any of the following categories:
- a. Educational initiatives;
 - b. School or youth training projects;
 - c. Exhibitions;
 - d. Artistic performances and animation;
 - e. Guided tours and lectures;
 - f. Official or philanthropic functions hosted or sponsored by the Guardian.
- 17.3 All revenue accruing from activities organised in the Pillboxes by the Guardian in accordance with the provisions of this clause 17 shall be retained by the Guardian.

18. Equipment

- 18.1 The Guardian shall, at its own cost and expense, provide all the Equipment and labour necessary to provide the Management Services.
- 18.2 The Guardian shall be responsible for the receipt at the Pillboxes of all the requisite Equipment. The Guardian shall store the Equipment required for the provision of the Management Services at such location, at the Pillboxes, as may from time to time be directed by the Superintendent. The Government and the Superintendent shall not bear any responsibility for the safe storage of the Equipment.
- 18.3 For the avoidance of doubt, the Government and the Superintendence shall not be obliged to provide any of the Equipment, nor in any manner assist in the provision of the Management Services.

19. Opening Hours



19.1 During the first six (6) months from the date of this Deed the Guardian shall not be under any obligation to open the Pillboxes to the public. Thereafter, the Pillboxes shall be open to the public at least once a year on open days organised by the Guardian. The Guardian shall ensure that adequate publicity is given to the times and dates of the open days. Moreover, the Guardian agrees to make adequate provisions for the opening of the Pillboxes by appointment outside these established dates on specific requests from the general public.

20. **Insurance and Indemnity**

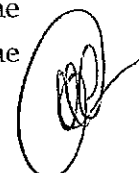
20.1 The Guardian shall, at its own cost and expense, take out adequate insurance, including adequate third party liability and public liability insurance cover, in accordance with Good Industry Practice, having regard to management operations that are required to be carried out in terms of clause sixteen (16) - Management Services - in determining the adequate cover thereof. The Guardian shall, upon request, provide proof to the Government and the Superintendence that such insurance cover has been taken out and that the last premium due has been paid.

20.2 The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 20 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.

20.3 The Guardian shall indemnify the Government and the Superintendent and hold the Government and the Superintendent harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the Management Services or which are connected with the Management Services, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.

Part C – General

21. It is being declared for all intents and purposes that, the Minister responsible for cultural heritage shall, within four (4) weeks after the publication of this deed, or if the House is not then in session, within four (4) weeks of the date when the House next meets, lay a copy thereof on the Table of the House. It is further being declared that if on a motion tabled not later than twenty eight days (28) after the laying on the Table of the House of a copy of this guardianship deed the House resolves that the



guardianship deed shall be rescinded, this deed shall be automatically rescinded upon the passing of the resolution.

22. Title

- 22.1 The Guardian shall not acquire any title, interest, or right in the Pillboxes or any of the moveable artefacts located in the Pillboxes during the term of this Deed and nothing in this Deed shall be construed as granting the Guardian any such title, interest, or right.

23. The Guardian's Obligations

- 23.1 The Guardian shall furnish the Superintendent with an updated copy of the statute of the Guardian and of the names and addresses of the persons who, from time to time, hold the offices of Executive Chairman and Deputy Chairman of the Guardian, or such other post(s) as entitles its holder(s) to the legal and/or judicial representation of the Guardian. Any changes to the statute of the Guardian shall be notified in writing to the Superintendent of Cultural Heritage within one (1) week from their adoption.
- 23.2 The Guardian shall ensure that no defacement, mutilation or alteration, the addition of accretions or the fixture of commemorative plaques, information panels or similar items and any other form of fixture, shall take place directly on the property comprising the Pillboxes and on any work or record or trace relating to or having any historical, artistic, archaeological or antiquarian value which may exist or eventually be discovered in the Pillboxes, and it is expressly agreed that any object, work or trace having such value, which may at any time be found in the Pillboxes, is to be notified to the Superintendent and is to be dealt with in accordance with his instructions.
- 23.3 The Guardian shall be responsible for the proper use and upkeep of the Pillboxes, including the existing decorative structures and the fixtures and fittings therein and shall at all times keep the Pillboxes in a good state of repair and condition. Moveable collections, office furniture or equipment, furnishings, artefacts and exhibits belonging to The Guardian as at the date of this Deed, shall remain the property of The Guardian, but the Guardian shall not acquire any rights over the Pillboxes or any other movable objects, decorative structures, artefacts and/or fixtures therein.



- 23.4 The Guardian shall not install, place or otherwise expose any promotional or advertising display or other material within or around the Pillboxes without the prior written approval of the Superintendent which approval shall not be unreasonably withheld and which approval shall be deemed to have been granted unless it is refused within two (2) weeks from receipt of the relevant request.
- 23.5 At the end of each financial year the Guardian shall submit to the Superintendent not later than four (4) months from the end of the relevant financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Pillboxes, indicating the revenue obtained, the expenditure incurred, and the surplus generated in respect of the Pillboxes during the relevant financial year.
- 23.6 In conformity with the stipulations of the Cultural Heritage Act, not later than six weeks after each anniversary of the guardianship deed, the Guardian shall transmit to the Minister, the Superintendent and the Committee of Guarantee, a report of its activities in relation to the cultural property and on the way it has executed the guardianship deed during the previous year. A copy of such report shall be laid on the table of the House by the Minister.
- 23.7 The surplus funds, if any, in respect of the Pillboxes shall be credited to a 'General Conservation Fund' administered by the Guardian for the upkeep and restoration of properties managed by the Guardian on behalf of the Government.

24. Personnel

- 24.1 The Guardian shall at all times engage, at its own expense, suitably trained and qualified personnel.
- 24.2 The Guardian shall ensure that all personnel engaged by it maintain a smart and clean appearance. The Guardian shall also ensure that its personnel or other authorised representatives wear suitable means of identification provided by the Guardian, as approved by the Superintendent, when on the Pillboxes premises.

25. Security

- 25.1 The Guardian shall install, at its own cost and expense, an adequate security system including, without limitation, the installation of CCTV cameras, as may be necessary for the provisions of the Services and the protection of the Pillboxes and any moveable artefacts.



26. Continuous Improvement and quality

- 26.1 The Guardian shall ensure that all aspects of the Services are the subject of, and are provided in accordance with, a quality management process which provides continuous quality assurance.

27. Regulatory Compliance

- 27.1 The Guardian shall comply with all applicable laws and regulations and obtain all necessary licences, permits or authorisations, including without limitation any building or development permit or licence, in performing its obligations undertaken pursuant to this Deed.
- 27.2 The Guardian shall be responsible for ensuring that any equipment used and/or installed on the property of the Pillboxes, as well as the Services, comply in all respects with all applicable laws and regulations.

28. Health and Safety

- 28.1 The Guardian shall comply with the Occupational Health and Safety Authority Act (Cap 424 of the Laws of Malta) and all other applicable legislation, statutory rules and regulations regarding health and safety matters.
- 28.2 The Guardian shall be solely responsible for the health and safety of its employees and all other persons who may be affected by the Guardian's operations while performing any activity at the Pillboxes. The Guardian shall also be responsible for any damage to the Pillboxes that may be caused by any negligent and/or wilful act or omission attributable to the Guardian, any member of its staff, any of its contractors, subcontractors, agents and/or representatives.

29. Costs

- 29.1 All expenses incurred by or on behalf of the Parties, including all fees of professional advisers employed by either of the parties in connection with the negotiation, preparation and execution of this Deed shall be borne solely by the Party which incurred them.



30. **Force Majeure**

30.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Deed to the extent that its performance is interrupted or prevented by a Force Majeure Event, subject to the affected party:

- a. promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and
- b. using its best endeavours to limit the effect of that delay or non-performance on the other party.

30.2 Such delay or failure shall not constitute a breach of this Deed and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

31. **Amendments**

31.1 No amendment of this Deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

32. **Waivers and Remedies**

32.1 Except as otherwise stated in this Deed, the rights and remedies of each party under this Deed:

- a. are in addition to and not exclusive of any other rights or remedies under this Deed or the general law; and
- b. may be waived only in writing and specifically.

32.2 Delay in exercising or non-exercise of any right under this Deed is not a waiver of that or any other right.

32.3 Partial exercise of any right under this Deed shall not preclude any further or other exercise of that right or any other right under this Deed.

32.4 Waiver of a breach of any term of this Deed shall not operate as a waiver of any breach of any other term or any subsequent breach of that term.

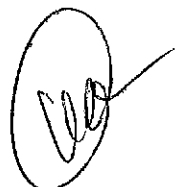


33. Duration of Deed and Termination

- 33.1 The guardianship deed is being entered into for a period of ten (10) years, with effect from the date of this deed, at the end of which period the deed will be considered to have expired. Thereafter renewal of the guardianship deed for further terms will have to be reconsidered.
- 33.2 The Minister, after consulting the Superintendent and the Committee of Guarantee may at any time be entitled to terminate this Deed if any condition stipulated in this deed or the provisions of the Cultural Heritage Act are not observed by the Guardian. If any material violation is brought to the notice of the Guardian in writing by the Superintendent, the Guardian shall have two (2) months to commence corrective action and shall proceed with such action diligently to completion. If corrective action is not commenced by the Guardian and successfully followed to completion, this Deed may be terminated by the Government or the Superintendent.
- 33.3 The Government shall also be entitled to terminate this Deed if the Guardian becomes unable to pay its debts, requests suspension of payments or is declared to be insolvent, or becomes the subject of insolvency proceedings.
- 33.4 Termination in terms of this clause 33 is to be in writing and to be sent to the Guardian by registered letter. The Deed shall be deemed to have been terminated upon receipt of such letter by the Guardian.

34. Severance

- 34.1 If any provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- a. the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
 - b. the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Deed.
- 34.2 Whilst the parties consider the provisions contained in this Deed reasonable, having taken independent legal advice, if any one or more of the provisions are adjudged alone or together to be illegal, invalid or unenforceable, the parties shall negotiate in good faith to modify any such provisions so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provisions.



35. Assignment and Subcontracting

- 35.1 Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Deed without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that Government may, without requiring the Guardian's consent, assign, or in any other manner transfer, this Deed to any government body which is designated to be responsible for the Pillboxes, the conservation and restoration works and/or the Management services.
- 35.2 The Guardian shall not subcontract the Services, or any part thereof, under this Deed without the Superintendent's prior written consent.
- 35.3 Without prejudice to clause 17.1, the Guardian shall ensure that the property or parts thereof shall not be let to third parties, and the guardian shall also be prohibited from making out or in any other way transfer the guardianship to third parties.

36. Entire Deed

- 36.1 This Deed constitutes the entire Deed between the parties with respect to the subject matter of this Deed and supersedes and extinguishes any prior drafts, Deeds, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

37. Reliance

- 37.1 Each party acknowledges to the other that it has not been induced to enter into this Deed nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Deed. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Deed shall be for breach of contract under the terms of this Deed and it shall have no right of action against any other party in respect of any representation, promise, assurance, warranty or undertaking not contained in this Deed.

38. Fraud

- 38.1 None of the provisions of this Deed shall be construed as to exclude any liability which either party would otherwise have to the other, or any right which either of them may have to rescind this Deed in respect of any statements made fraudulently



by the other prior to the execution of this Deed, or any rights which either of them may have in respect of fraudulent concealment by the other.

39. Survival of Obligations

39.1 Notwithstanding anything contained herein to the contrary, the provisions which are expressed to survive expiry or termination, or which are impliedly expected to do so, shall survive expiry or termination of the Deed for any reason whatsoever and shall continue in full force and effect thereafter.

40. No Agency

40.1 Nothing in this Deed is intended to or shall operate to create a joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

41. Notices

41.1 All notices between the parties with respect to this Deed shall be in writing and signed by or on behalf of the party giving it.

41.2 Any such notice may be served by delivering it by hand, and/or by registered mail, to the address of the addressee set out below or to an email address, or to such other address in Malta as the addressee may from time to time have notified for the purpose of this Clause 41. Notices shall be deemed to have been received: if delivered by hand, on the day of delivery; or if sent by registered mail, on confirmation of successful delivery.

41.3 The addresses of the parties for the purposes of this Clause are:

a. The Superintendent

The Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

For the attention of: The Superintendent of Cultural Heritage



b. The Guardian

Fondazzjoni Wirt Artna
Notre Dame Gate
St Edward's Street
Vittoriosa BRG 9038

For the attention of: The Executive Chairman

42. **Dispute Resolution and Governing Law**

- 42.1 Any dispute arising out of or in connection with this Deed shall be brought before and settled by the Courts of Malta.
- 42.2 This Deed shall be governed by and construed in all respects in accordance with the Laws in force in Malta from time to time.

As the documents annexed to this Deed exceed five in number a list of documents is being annexed hereto and marked with the letter "X".

It is being declared that no duty on documents and transfers or capital gains tax are payable on this deed and since no transfer or creation of real rights are involved, chapter two hundred forty six (246) of the Laws of Malta is not applicable.

This Deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to the law, has been done, read and published in Malta, Valletta, at the Ministry for Justice, Culture and Local Government, number thirty (30), Old Treasury Street.

(Signed)
Anthony Pace
M Farrugia
G Said
Dr Keith Francis German
Chief Notary to Government

True copy of the original
Today 4/1/2017

DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

"X"

List of Documents

Appendix 1: The Guardian Management Plan and Programme for the Conservation and Restoration Works;

Appendix 2: Plans of property in Naxxar measuring three hundred fifty five square metres (355m²), plan of property in Mellieha measuring forty four square metres (44m²) and plan of property in Kalkara measuring fourteen point four square metres (14.4m²)

Appendix A: Authorisation from Minister responsible for Culture

Appendix B: Authorisation from Minister responsible for Lands

Appendix C: Authorisation from Commissioner of Land

Appendix D: Advice Committee of Guarantee;

Document A1: Board Resolution

True copy of the original
Today 4/1/2018

(Signed)
Anthony Pace
M Farrugia
G Said
Dr Keith Francis German
Chief Notary to Government

DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

*British World War II
Pillboxes*

Management Plan



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Management Plan

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Description and statement of Significance

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Conservation objectives	7
Research and documentation objectives	7



Management Plan

Fondazzjoni Wirt Artna

Since its set-up in 1987, *Fondazzjoni Wirt Artna* has embarked on various projects aimed at bettering the understanding and preservation of Malta's cultural heritage. Over time, *Fondazzjoni Wirt Artna* established itself as one of the leading NGO's on the island. All this was achieved through hard work on several rehabilitation and restoration projects of cultural properties and by re-proposing the sites to the general public.

Main aims of plan

The foundation's aim is to protect, conserve, manage, and display Malta's military heritage: R 15 Reserve Post (Naxxar), RAO Beach Post (Kalkara), AB1 Beach Post (Mellieha).

In essence, *Fondazzjoni Wirt Artna* aims to:

- Conserve the sites
- Use the sites as sustainable visitor attractions
- Grant public access to the sites
- Understand better the sites' cultural, historical and social relevance
- To recreate aspects from the past through historical re-enactments
- Contribute towards Malta's cultural tourism product

Description and Statement of Significance

Description

By the end of the Abyssinian Crisis in 1936, the British military authorities set a new defence scheme for Malta. A chain defensive system was adopted. By 1941, three successive lines, consisting of some 278 concrete defence posts were built. These lines were to be known as the *Beach*, *Depth* and *Reserve* defence lines respectively. Built of concrete and camouflaged in painted rural buildings, these were located in strategic places forming three defensive lines in case of enemy landing.

The Beach Line followed most of the N.E. - S.E. coast, some 60 miles of ideal landing beaches. Its aim was to prevent or hold the enemy from carrying out a landing thereby gaining access to the rest of the island.

The Depth Line ran at the back of the Beach Line with the aim of supporting it in case of being breached. The last line was called the Reserve Line and it ran at the back of the Depth Line. The aim of this line was to support the Depth Line and also to serve as the main point to which the defenders would retire in case of being pushed back by the enemy.

Following years of neglect, in 1996 volunteers from *Fondazzjoni Wirt Artna* in collaboration with the Naxxar Local Council, undertook the restoration of Reserve Post R15. In consequent years FWA obtained other 2 posts which currently wait to be restored to their former glory. These are ABI Beach Post located in the limits of Mellieha and RAO Beach Post situated near Fort Rinella in Kalkara.

Cultural Heritage Values

So far, FWA has been successful in taking charge of three examples, all of which were deliberately chosen for some important merit of one nature or another. More are to be sought. All of these are to be restored and rendered accessible to the public by appointment. In real terms, these structures represent the last stage in the centuries old evolution of military architecture and defence technology.

It is therefore our objective to preserve as many of these structures as possible. When built they were only required to serve a temporary role. This represents to us today an even bigger challenge to keep them in good state of maintenance, for the building materials and techniques used at their time of building have now reached their point of expiry and the first signs of the ravages of time have now started to show.

Architectural and Military

Some pillboxes were built from reinforced concrete measuring some 16 by 16 feet with a maximum thickness of 12 inches. These had boxlike observation cupola meant to protect anyone standing in it from flying splinters and small arms fire. Access into the post could be gained either from a small two door metal shutter at the back of the posts or from a trap door on top of the cupola. The design was aimed to withstand the effects of small arms fire and light artillery up to a calibre of 3 inches.

Originally, some of the posts like R15 were camouflaged to represent a typical Maltese rural building with stonework and apertures painted directly onto the concrete faces.



Key Issues

Conservation and Access

Access, sustainability and events.

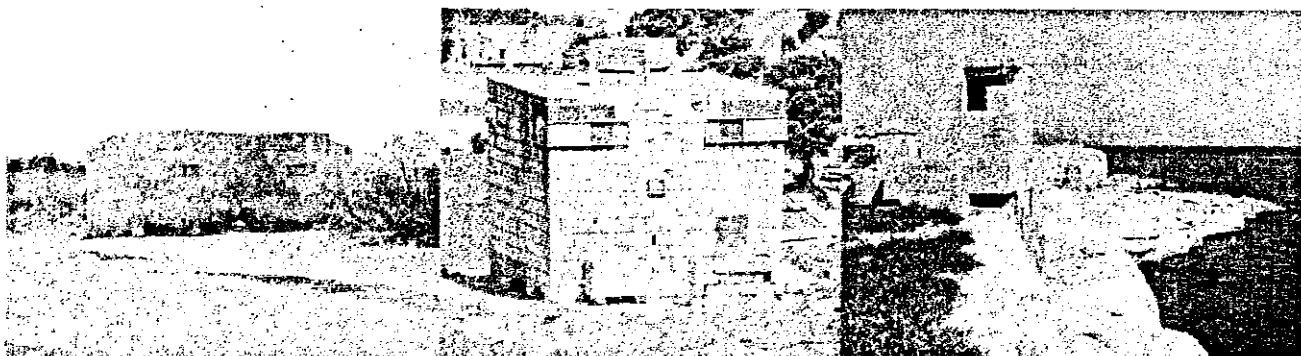
Following long years of neglect and vandalism, volunteers from *Fondazzjoni Wirt Artna* in collaboration with the Naxxar Local Council restored Reserve Post R15. The co-operation with local councils as in this case can serve as a good example for future projects on other sites. Also in past years *Fondazzjoni Wirt Artna* organised guided tours and open days to Reserve Post R15. Through this activity visitors were given the opportunity to see the site whilst being lectured on the Second World War and British military heritage.

Site Security

Being situated in open locations, the sites are exposed to risks of vandalism. For this reason the sites are regularly monitored in order to assess any vandal acts as well as the state in which they dwell in.

Conservation and Restoration

Restoration works on Reserve R15 were carried out by various volunteers and in close collaboration with Naxxar Local Council. With regards to the other posts, *Fondazzjoni Wirt Artna* plans to restore them on the successful model of the R15 Reserve Post.



Objectives

Long Term Objectives

- *Fondazzjoni Wirt Artna* will be working to set up an appropriate pillbox tour linking the related sites, thus giving exposure to Malta's military heritage and her role in World War II.

Sustainable tourism

- *Fondazzjoni Wirt Artna* will ensure that an appropriate tour, etc. will be designed in order to fulfil its visitors' curiosity and their lack of knowledge on the subject.

Conservation Objectives

- *Fondazzjoni Wirt Artna* will ensure that the sites are taken care of closely monitoring them frequently, conserving and restoring them as necessary to the highest international standards.

Research and documentation objectives

- *Fondazzjoni Wirt Artna* will be working on increasing public awareness related to cultural heritage.

GOVERNMENT OF MALTA
 PIAZZA DE BALIJA
 VALLETTA

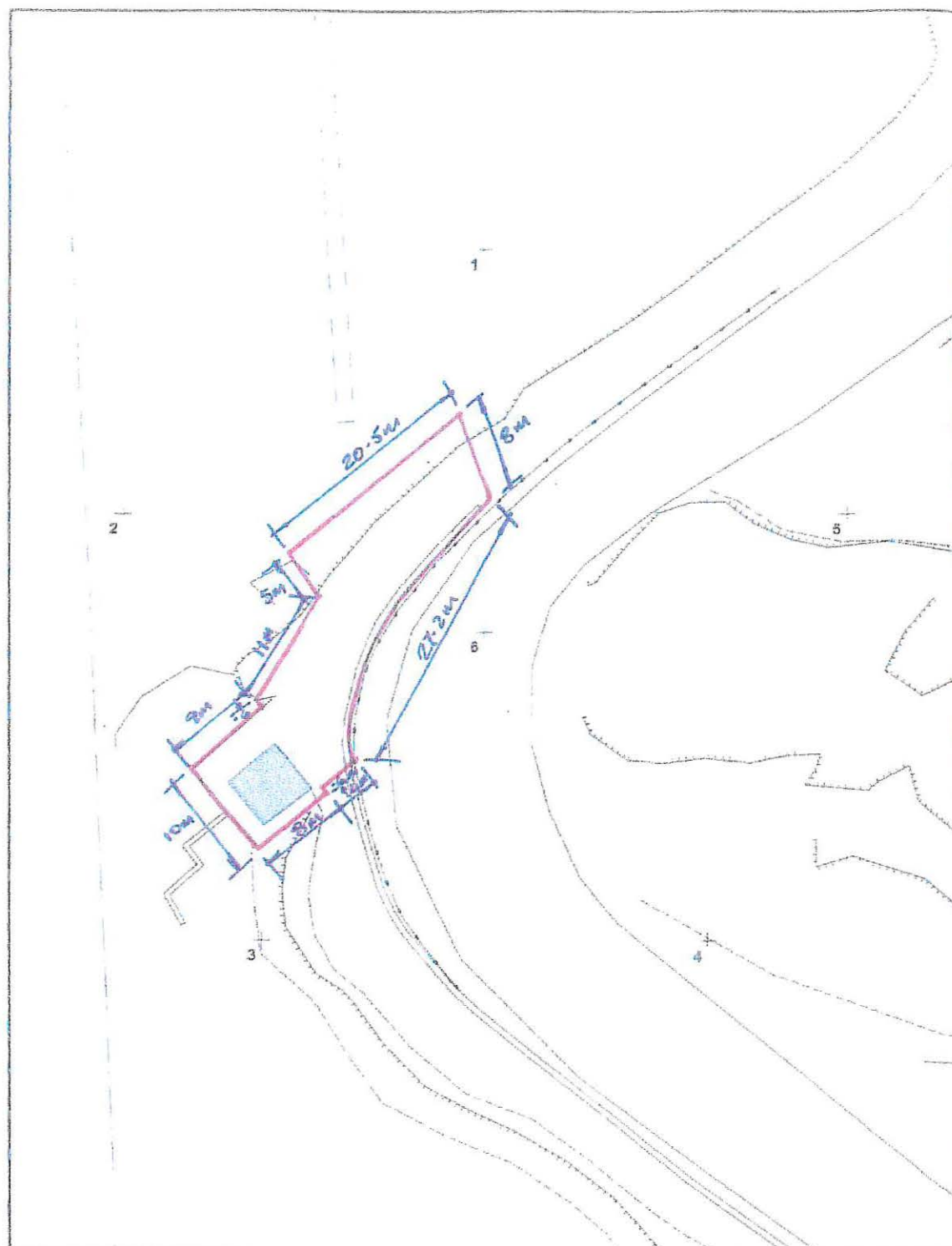
Appendix 2.

Dan hu dokument uffiċjali għall-użu biss fir-Registru tal-Artijiet

This is an official document for Land Registry use only [58 - Divizjoni tal-Artijiet tal-Gvern]

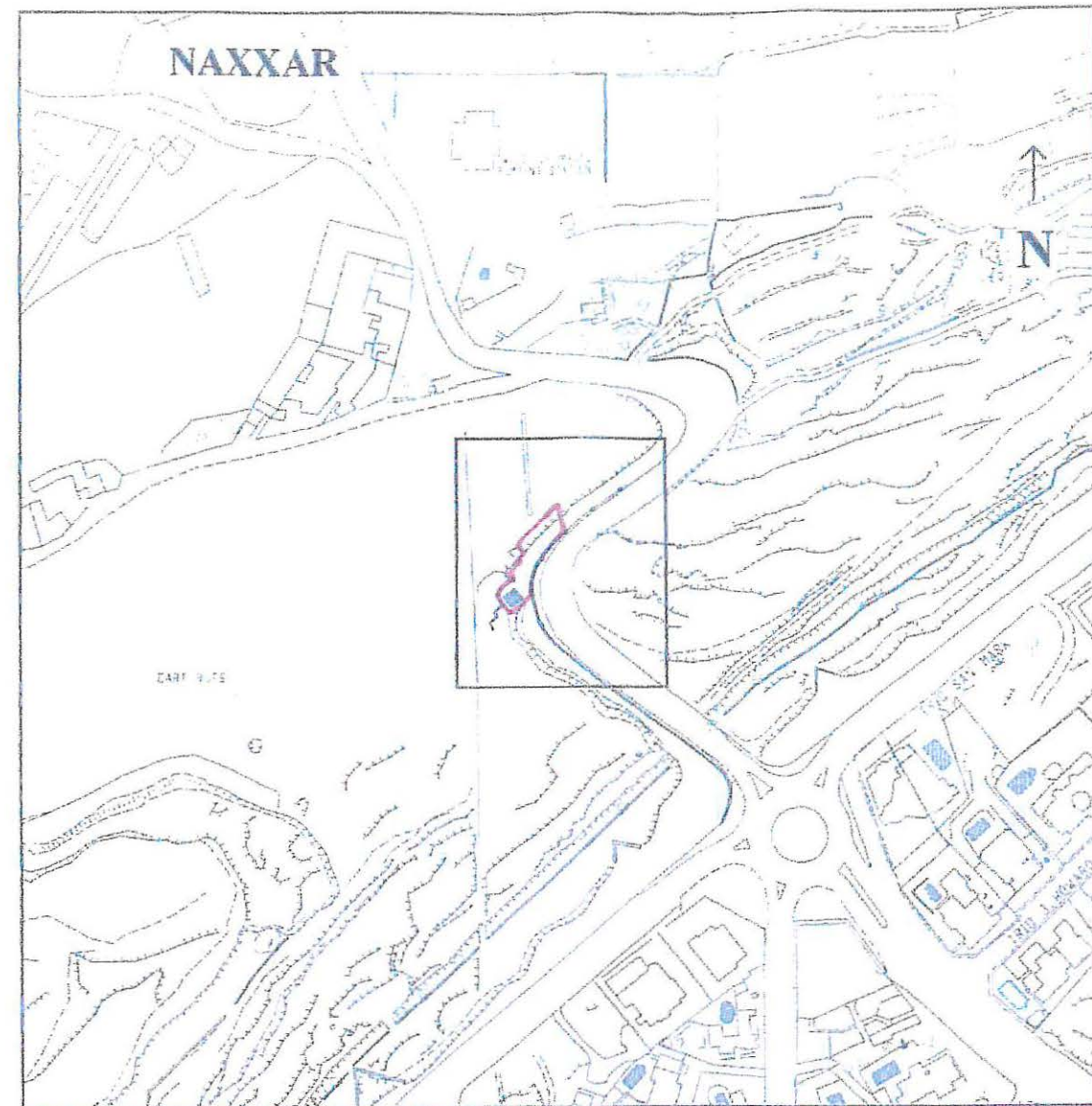
Scale 1:500 Skala

0 m 10 m 20 m 30 m 40 m 50 m



Scale 1:500 Skala

0 m 10 m 20 m 30 m 40 m 50 m



Gvern Ta' Malta
Registru tal-Artijiet

Casa Bolino, 116 Triq il-Punent, Valletta

Pjanta tas-sit 1:2500 Site Plan



Government of Malta
Land Registry

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: 318449M
 Map Number:

Pozizzjoni Ċentrali: x = 49466
 Centre Coordinates: y = 76103

Parti minn SS: 4876
 Extracted from SS:

Data: 18/08/2015
 Date:

Perit
 Architect:

Timbru tal-Perit
 Architect's Stamp

Perit Stefan Scotto
 State Management Department

Qies (metri kwadri)
 Area (square metres)

Firma tal-Applikant
 Applicant's signature

Ques - 355 m² (circa)

Dritt Mhallas
 Fee Paid

Handwritten signature

Appendix 2

Dan hu dokument uffiċjali għall-użu biss fir-Registru tal-Artijiet

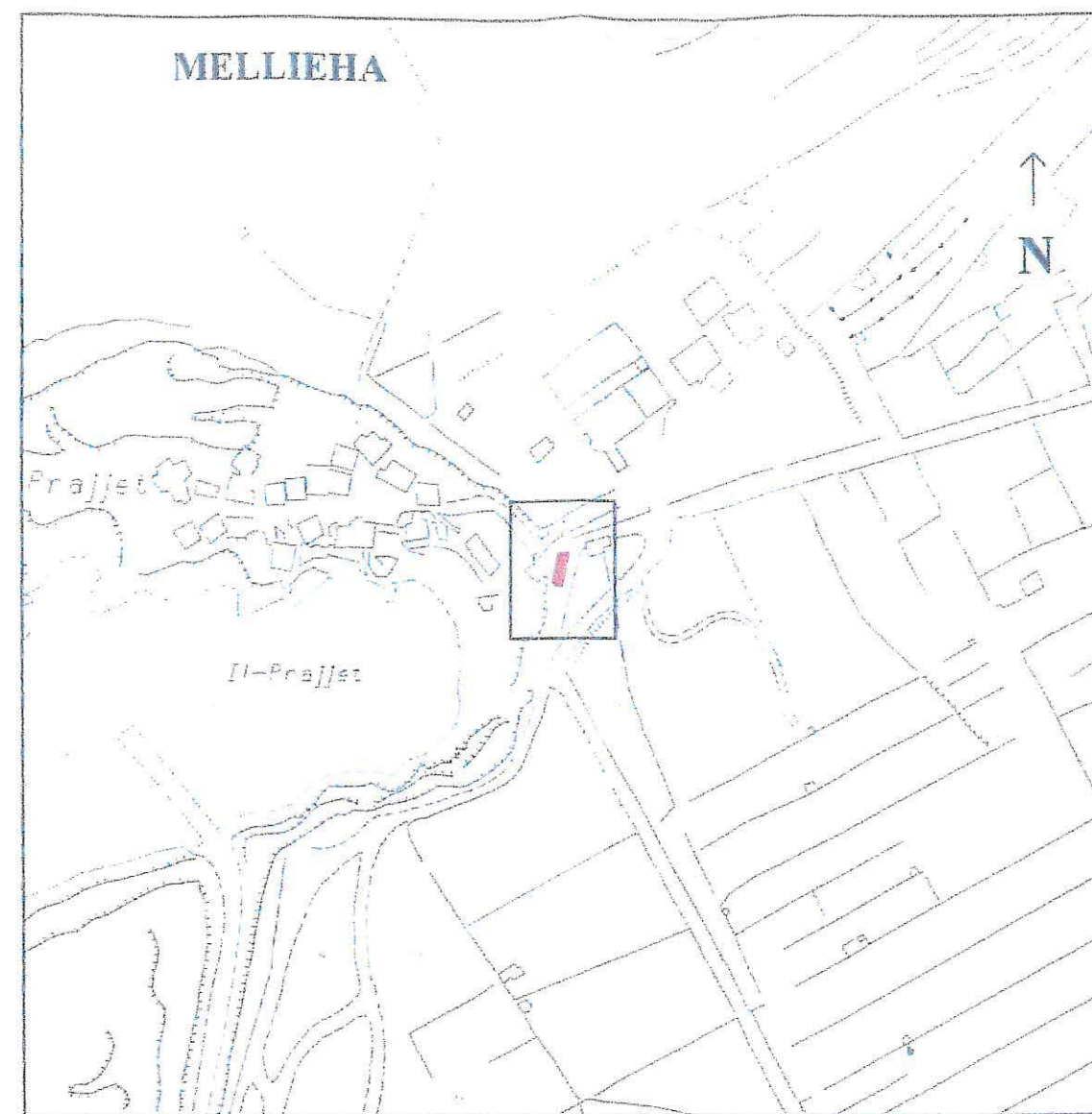
GOVERNMENT PROPERTY DIV:
AUBERGE DE BAVIERE
VALLETTA

This is an official document for Land Registry use only [58 - Diviżjoni tal-Artijiet tal-Gvern]



Scale 1:250 Skala

0 m 5 m 10 m 15 m 20 m 25 m



Gvern Ta' Malta
Registru tal-Artijiet

Casa Bolino, 116 Triq il-Piment, Valletta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta
Land Registry

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: 318893M
Map Number:

Pozizzjoni Ċentrali: x = 40728
Centre Coordinates: y = 79988

Parti minn SS: 4080 4079
Extracted from SS: Date: 24/08/2015

Perit
Architect:

Timbru tal-Perit
Architect's Stamp

Perit Stefan Scotta
Land Management Department

Qies (metri kwadri)
Area (square metres) Area = 100.00

Firma tal-Applikant
Applicant's signature

Dritt Mballas
Fee Paid

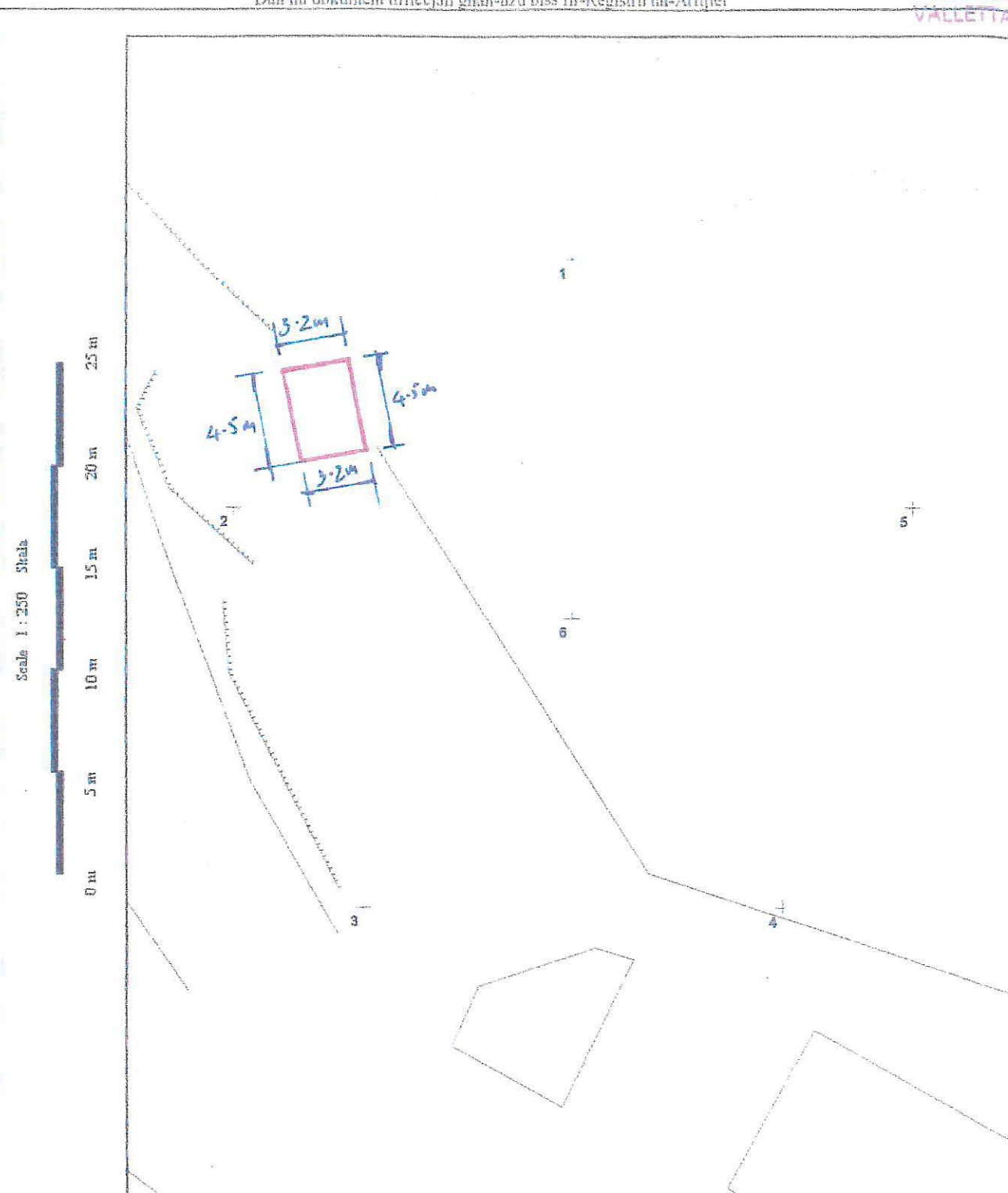
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Appendix 2

Dan hu dokument uffiċjali għall-użu biss fir-Registru tal-Artijiet

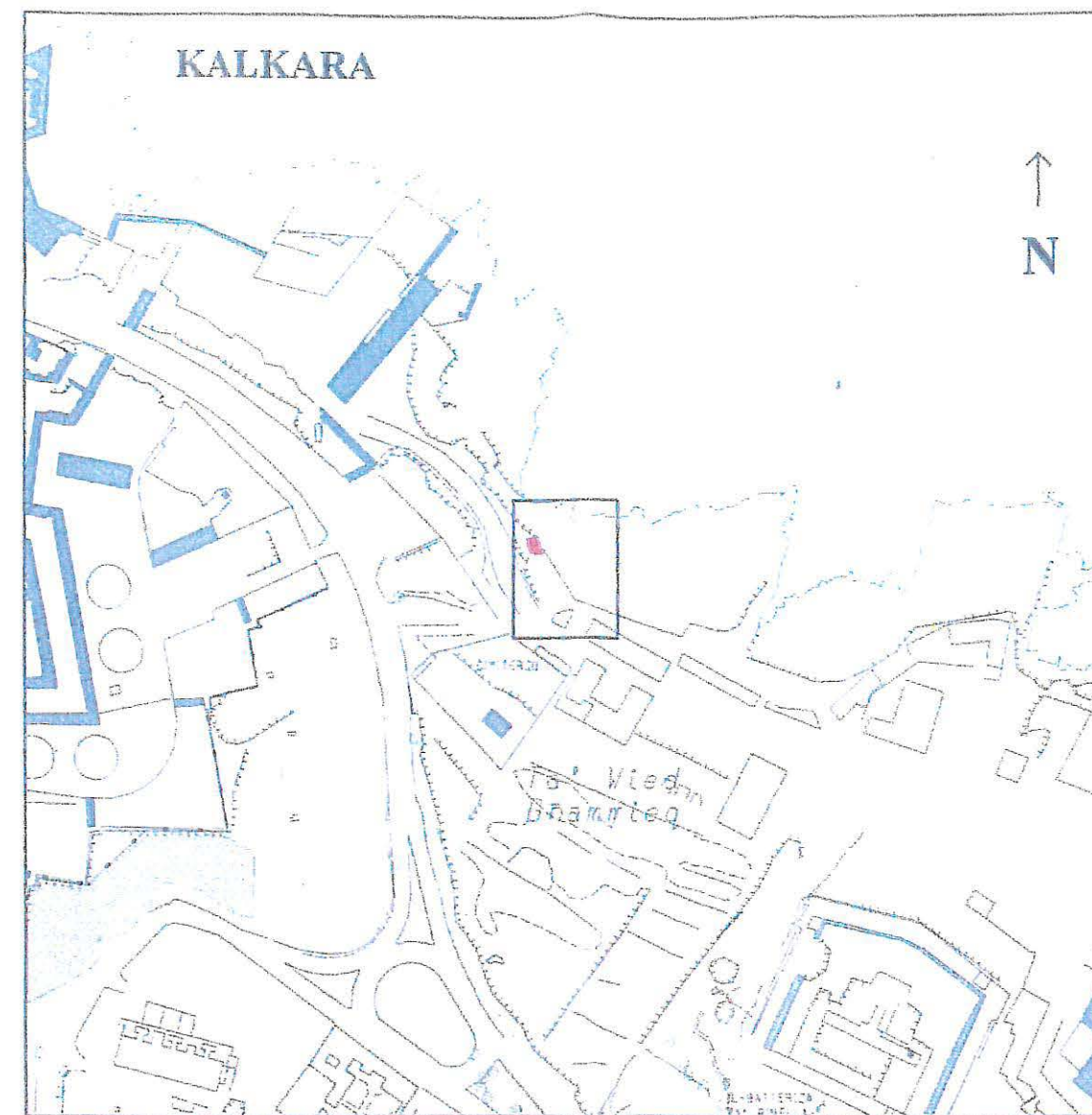
GOVERNMENT PROPERTY DIV:
AUBERGE DE BAVIERE
VALLETTA

This is an official document for Land Registry use only [58 - Divizjoni tal-Artijiet tal-Gvern]



Scale 1:250 Skala

0 m 5 m 10 m 15 m 20 m 25 m



Gvern Ta' Malta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta

Registru tal-Artijiet

Land Registry

Casa Bolino, 116 Triq il-Punent, Valletta

Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: Map Number:	319083M	Pozizzjoni Centrali: Centre Coordinates:	x = 57733 y = 72726	Parti minn SS: Extracted from SS:	5672	Data: Date:	25/08/2015
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Perit
Architect:

Timbru tal-Perit
Architect's Stamp

Perit Stefan Scotta
state Management Department

Qies (metri kwadri)
Area (square metres)

Firma tal-Applikant
Applicant's signature

Area - 14.4 m² (area)

Dritt Mhallas
Fee Paid

100

Appendix A



PARLIAMENTARY SECRETARIAT FOR JUSTICE
OLD TREASURY STREET, VALLETTA, MALTA

15th December 2016

Dr Anthony Pace
Superintendent of Cultural Heritage
Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

Dear Dr Pace

Ref. Guardianship Deeds with Fondazzjoni Wirt Artna

Following the consent of the Prime Minister and the advice of the Committee of Guarantee of 22 February 2016, in accordance with Article 48 of the Cultural Heritage Act (CAP 445), you are hereby authorised, in your capacity as Superintendent of Cultural Heritage, to conclude a Guardianship Deeds under the terms and conditions of the said Act, with the purpose of entrusting Fondazzjoni Wirt Artna, with the management of the following Government-owned properties as duly described in the said deeds:

Fort Rinella - Kalkara
Notre Dame Gate – Vittoriosa
Xghijra Tower
Madliena Tower
Pillbox at Madliena
Military Bridge at Madliena
Fougasse at Madliena
R15 Reserve Post at Naxxar
Ab1 beach post at Mellieha
RaO beach post at Kalkara
French Post at Vittoriosa

The above authorisation is without prejudice to decisions of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act. The properties to be held in guardianship shall remain subject to surveillance of the Superintendent of Cultural Heritage.

Appendix A

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,

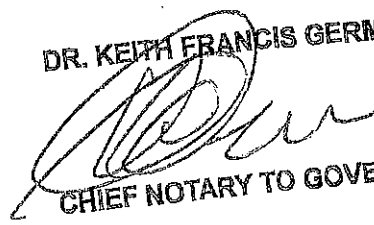


The Hon. Dr Owen Bonnici
Minister for Justice, Culture and Local Government

True copy of the original

Today 16/12/16

DR. KEITH FRANCIS GERMAN



CHIEF NOTARY TO GOVERNMENT



Appendix B



15th December 2016

SEGRETARJAT PARLAMENTARI GĦALL-IPPJANAR
U S-SIMPLIFIKAZZJONI AMMINISTRATTIVA
BERĠA TA' KASTILJA, VALLETTA, MALTA

Hon. Owen Bonnici MP –
Minister for Justice, Culture and Local Government
VALLETTA.

Thru': The Hon. Dr Joseph Muscat
Prime Minister

Dear *Hon Bonnici,*

Guardianship Deeds with Fondazzjoni Wirt Artna

Following our discussions on the matter and following the advice of the Committee of Guarantee of 22 February 2016, in accordance with Article 48 of the Cultural Heritage Act (CAP 445), I do hereby give my consent to the conclusion of Guardianship Deeds under the terms and conditions of the said Act, with the purpose of entrusting Fondazzjoni Wirt Artna, with the management of the following Government-owned properties as duly described in the said deeds:

Fort Rinella - Kalkara
Notre Dame Gate – Vittoriosa
Xghijra Tower
Madliena Tower
Pillbox at Madliena
Military Bridge at Madliena
Fougasse at Madliena
R15 Reserve Post at Naxxar
Ab1 beach post at Mellieha
RaO beach post at Kalkara
French Post at Vittoriosa

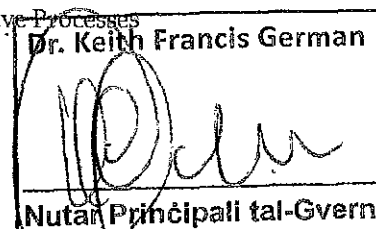
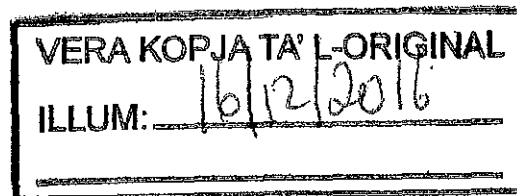
The above authorisation is without prejudice to the decision of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act. The properties to be held in guardianship shall remain subject to surveillance of the Superintendent of Cultural Heritage.

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,

Hon Deborah Schembri

Parliamentary Secretary for Planning and Simplification of Administrative Processes



Vella Mario at MFEI

From: Fenech Tonio at MFEI
To: Vella Mario at MFEI
Cc:
Subject: Fw: Grant of Guardianships on government property to Fondazzjoni Wirt Artna
Attachments:

Sent: Mon 18/01/2010 12:18

Print and place intra

From: Mamo Albert V at GPD
To: Fenech Tonio at MFEI; Cristina Dolores at MEDC
Cc: Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Pace Anthony at Heritage Superintendence; Mintoff Lino at MFEI
Sent: Thu Jan 14 09:23:00 2010
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,

Approved
8/2/2009
TONIO FENECH B.A. (Hons.) Accy., F.I.A., C.P.A. M.P.
 MINISTER FOR FINANCE, THE ECONOMY AND INVESTMENT

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

Reference is made to nine requests by CEO Fondazzjoni Wirt Artna dated 14th December 2009 for the transfer of a number of properties by guardianship namely:- Couvre Port (ground floor only) Birgu, Tower at Triq il-Wiesgha, Xaghjra, Notre Dame Gate, Birgu, Is-Simbilja medieval hamlet, l/o Dingli, Madliena Tower and adjacent structures, Room off Mediterranean Street and Bridge and Weir at Pembroke, St. Thomas Tower Marsacala, Pillboxes at Mellieha, Naxxar and Kalkara and Fort Rinella Kalkara. All these properties are already held by the Fondazzjoni either on encroachment terms or under some form of agreement with government.

The Parliamentary Secretary for Revenue and Lands has no objection to this request. Clause 48. (1) of (Chapter 445) Culture Heritage Act stipulates :-

48. (1) The Superintendent may with the authority in writing of the Minister, in concurrence with the Minister responsible for lands, enter by public deed, into a guardianship contract with a local council or with a non-government organization whereby the custody and administration of immovable cultural property is passed over to the local council or the non - government organisation, as the case may be, in accordance with the provisions of this Act and of such

regulations as may be prescribed and to such conditions not inconsistent therewith as may be contained in the deed. The guardianship deed shall state the term for which it is entered, which term shall be approved by the Superintendent on a case by case basis, following the careful consideration of the feasibility and scale of undertaking of each proposal.

In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo

Commissioner of Land

(Government Property Division)

Auberge de Baviera, Valletta VLT 2000; ☎ Tel.: 22953330; .. E-mail: albert.v.mamo@gov.mt

Website -: <http://www.gpd.gov.mt>

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♻ Please consider your environmental responsibility before printing this e-mail.

END OF TEXT



Pace Anthony at Heritage Superintendence

From: Mamo Albert V at GPD
Sent: 24 February 2010 12:19
To: Pace Anthony at Heritage Superintendence
Cc: Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Minto Lino at MFEI; Mifsud Alfred G at GPD
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Superintendent
Cultural Heritage

Dear Sir,

Grant of Guardianships on Government Property to Fondazzjoni Wirt Artna

You may wish to note that approval has been given by Minister of Finance, the Economy & Investment for the allocation of the properties mentioned hereunder to you so that you may enter upon guardian ship deeds with Fondazzjoni Wirt Artna. I have not received any approval from the Minister responsible for Cultural Heritage and it is up to you to obtain it unless it has been obtained already.

In so far as G.P.D. is concerned, the properties are being allocated to you and the accounts are being closed as on the 28th February 2009. The Estate Management Department shall be forwarding to you three copies of each PD plan showing the properties as held on lease so that you may conclude the deeds of guardianship. As to the Notary, it is suggested that you ask the Notary to Government to publish the deeds as our notaries are overloaded with work.

A.V. Mamo
Commissioner of Land

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

Reference is made to nine requests by CEO Fondazzjoni Wirt Artna dated 14th December 2009 for the transfer of a number of properties by guardianship namely:- Couvre Port (ground floor only) Birgu, Tower at Triq il-Wiesgha, Xaghjra, Notre Dame Gate, Birgu, Is-Simbilja medieval hamlet, I/o Dingli, Madliena Tower and adjacent structures, Room off Mediterranean Street and Bridge and Weir at Pembroke, St.Thomas Tower Marsacala, Pillboxes at Mellieha, Naxxar and Kalkara and Fort Rinella Kalkara. All these properties are already held by the Fondazzjoni either on encroachment terms or under some form of agreement with government.

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In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo
Commissioner of Land

(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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END OF TEXT

Thanks & Rgds

Albert V. Mamo

Commissioner of Lands
Land Dept.
(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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COMMITTEE OF GUARANTEE

22 February 2016
Hon Dr O. Bonnici
Minister of Justice, Culture and Local Government
Valletta

Dear Hon Minister Bonnici,

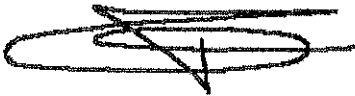
Following a recent meeting of the Committee of Guarantee it has been unanimously decided that Fondazzjoni Wirt Artna is to be given Guardianship deeds for the following properties:

- 1) Fort Rinella, Kalkara
- 2) Heritage Sites in Pembroke: Madliena Tower and adjacent structures; Room off Mediterranean Street; and, Bridge & Weir, Pembroke
- 3) Tower at Triq il-Wiesgha, Xaghjra
- 4) World War II Pill Boxes: Reserve Post R15 (Naxxar); AB1 Beach post (Mellieha); and, RAO beach post (Kalkara)
- 5) Notre Dame Gate, Vittoriosa
- 6) St. Thomas Tower, Marsascala

All documentation necessary for this action is attached to this letter.

Sincerely yours,

Dr Timmy Gambin
Chairperson, Committee of Guarantee



CC Mr R. Muscat; Dr T. Pace & Mr M. Farrugia

True copy of the original

Today 16/12/16

DR. KEITH FRANCIS GERMAN

HEF NOTARY TO GOVERNMENT



Document A1



Fort Rivella, St. Rocco Rd,
KALKARA. CSP 11
Tel/Fax: (+356)21809713
e-mail: fwa@waidonet.net.mt

POWER OF ATTORNEY

This 7th day of August of the year 2003.

The board of Trustees hereby authorizes Mr Mario Farrugia and Dr George Said, Chairman and Vice-Chairman of the Board of Trustees of Fondazzjoni Wirt Artna, to represent the Foundation on all matters regarding all Guardianship Deed to be agreed and signed with the Superintendence of Cultural Heritage representing the Government of Malta.

Signed by:

Dr Nicholas Vella

Joseph Magro Conti

Raymond Cachia Zammit

Christopher Gatt

True copy of the original
Today 16/12/2016

DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

Today the sixteenth (16th) day of December of the year two thousand and sixteen (2016)

Deed No.
134

Guardianship Deed

Before me Doctor Keith Francis German, Chief Notary to Government, personally came and appeared as identified by the here under mentioned documents:

Doctor Anthony Pace, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on 25/01/1962 and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of Government, (hereinafter referred to as "the Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta;

and

The second party, **Mario Farrugia**, son of Amabile Farrugia and Josephine nee' Dimech born in Pietà on 23/08/1967 and residing in Mqabba, holder of Identity Card Number 345667(M), together with **Doctor George Said**, son of Joseph Said and Evelyn née Borg, born in Saint Julians on 04/03/1977 and residing in Sliema, holder of Identity Card number 165577(M), who are jointly appearing hereon in their capacity as Executive Chairman and Deputy Chairman respectively for and on behalf of Fondazzjoni Wirt Artna hereinafter referred to as "the Guardian" as authorised by means of a Board Resolution hereto annexed and marked with Document 'A1'.

each of which a Party and together the Parties.

Related papers relative to this deed are marked Notary to Government number thirty-eight stroke two thousand and fifteen (Not. 38/2015).

The Parties premise and declare:

- A. Whereas the Guardian, a long standing voluntary organisation active in the field of heritage preservation, has volunteered to carry out, at its own cost and expense, the necessary conservation and restoration works to Notre Dame Gate at Vittoriosa (as defined hereunder);



- B. Whereas the Guardian has the necessary means, including access to funds, personnel and expertise to carry out the necessary conservation and restoration works to the Notre Dame Gate (as defined hereunder);
- C. Whereas the Guardian also wishes to manage the Notre Dame Gate on behalf of the Government (as defined hereunder) as part of Malta's historic and artistic heritage;
- D. Whereas, in virtue of the Article forty-eight (48) of the Cultural Heritage Act of the year two thousand and two (2002), the Superintendent is empowered to enter by public deed with Local Councils and Non-Governmental Organisations, after having been duly authorised for these purposes by the Minister responsible for cultural heritage as results from a copy of the relative authorisation which is hereto annexed, marked Appendix A, and with the concurrence of the Minister responsible for Lands as per Appendix letter 'B' and from the relative authorisation of the Commissioner of Land a copy of which is hereto annexed, marked Appendix C, following the advice of the Committee of Guarantee as results from a copy of the relative correspondence which is here annexed, marked with the Appendix D.
- E. Whereas the Superintendent having been authorised as above indicated, is desirous of entering into such guardianship deed with the Guardian;
- F. Whereas the Superintendent is willing to appoint the Guardian to carry out the conservation and restoration works (as defined below) and to manage the Notre Dame Gate, subject to the terms and conditions stipulated hereunder;
- G. And whereas this guardianship deed is being entered into for restoration, conservation, didactic and presentation purposes only, in accordance with the guardian's principal objectives to protect the Islands' natural and historical heritage, and with objectives specific to this deed outlined in the document entitled 'Notre Dame de la Grace Gate Management Plan', hereto annexed and marked Appendix 1;
- H. Now therefore the Superintendent of the one part and the Guardian of the other part are hereby entering in virtue of this deed into a guardianship contract, in terms of Article forty-eight (48) and other provisions of the Cultural Heritage Act of the year two thousand and two (2002), whereby the Superintendent is entrusting to the Guardian, which accepts, the guardianship of the historical property comprising the Notre Dame de la Grace Gate at Vittoriosa, also known as 'Żabbar Gate' and 'Bieb is-Sultan', as shown in Land Registry plan hereto attached and marked Appendix 2.



1. Definition of Terms

In construing this Deed, the following terms shall have the meaning assigned to them hereunder, except where the context requires otherwise:

<i>Committee</i>	shall mean the Committee of Guarantee established by Article 14 of the Cultural Heritage Act;
<i>Conservation and restoration works</i>	shall mean the conservation and restoration works to be carried out by the Guardian as set out in clause 2 and better described in Appendix 3;
<i>Deed</i>	shall mean this Deed, including all appendices and documents attached hereto;
<i>Equipment</i>	shall mean all and any equipment, tools, materials, machines and consumables, including without limitation any ticketing systems, turnstiles and hand-sets, to be used by the Guardian in the performance of the Services;
<i>Good Industry Practice</i>	shall mean the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a highly skilled, trained and experienced person engaged in providing services which are the same or similar to the Services;
<i>House</i>	shall mean the House of Representatives;
<i>Management Services</i>	shall mean the management services to be carried out by the Guardian as described in clause 16;
<i>Minister</i>	shall mean the Minister responsible for cultural heritage, and includes, to the extent of any authority given, any person specifically authorised by the Minister for any of the purposes of the Cultural Heritage Act;
<i>Notre Dame Gate</i>	shall mean the historical property comprising the Notre Dame de la Grace Gate at Vittoriosa, which is covered by the guardianship contract in virtue of this Deed, as described in paragraph H;
<i>Project Manager</i>	shall mean the person appointed by the Guardian pursuant to



clause 3 of this Deed;

Services shall mean the conservation and restoration works and the management services collectively;

Superintendent shall mean the Superintendent of Cultural Heritage.

Part A – Conservation and Restoration Works

2. The Conservation and Restoration Works

- 2.1 The Superintendent hereby engages the Guardian, which accepts, to carry out the conservation and restoration works set out in Appendix 3 at its own cost and expense and without being entitled to any claim for compensation therefore, and subject to the terms and conditions of this Deed. The conservation and restoration works shall accede to and become an integral part of the Notre Dame Gate.
- 2.2 All conservation and restoration works to be carried out in terms of this Deed shall be executed in accordance with such reasonable directions as the Superintendent may give and using materials and workmanship of high quality and standards in accordance with Good Industry Practice. All conservation and restoration works shall be carried out in the manner set out in Appendix 3 or, where not so set out, to the reasonable satisfaction of the Superintendent and the Government.
- 2.3 The Guardian represents and warrants that it has or has access to the necessary expertise, capabilities and resources, including financial means, to carry out the conservation and restoration works in accordance with the terms and conditions of this Deed.
- 2.4 The Guardian shall submit for the consideration of the Superintendent, within twelve (12) months of the signing of this Deed, a detailed action plan for the Notre Dame Gate, which will include a management and conservation plan. The Guardian shall submit to the Superintendent an annual report on the activities related to the specific objectives of the Management and Conservation plans.



- 2.5 The Guardian, advised and guided as necessary by the Superintendent, agrees to submit for the consideration of the Superintendent, within six (6) months of the signing of this Deed, a detailed report on the current state of the Notre Dame Gate.
- 2.6 The Guardian, advised and guided by the Superintendent, shall submit for consideration of the Superintendent a detailed survey and inventory of all the moveable artefacts located within the Notre Dame Gate, within six (6) months of the signing of this Deed.
- 2.7 The Guardian shall, before undertaking any of the conservation and restoration works and/or any other works or repairs which it is required to carry out, give notice thereof in writing to the Superintendent.
- 2.8 The Guardian shall acknowledge the collaboration given by the Government and the Superintendent, in furtherance of the conservation and restoration works, in all public information materials and activities implemented as part of this Deed.

3. **The Project Manager**

- 3.1 The Guardian shall appoint a Project Manager who shall supervise, manage and ensure the proper and timely completion of the conservation and restoration works. The Project Manager shall liaise with the Superintendent, and the Superintendent shall convey all its instructions in relation to the conservation and restoration works to the Project Manager. The Project Manager and the Superintendent shall be the single point of contact between Government and the Guardian in relation to the conservation and restoration works.

4. **Due Diligence**

- 4.1 The Guardian acknowledges and guarantees that it has:
- 4.1.1 examined the Notre Dame Gate fully and that it has all the information required in order for it to make an informed assessment of the nature and extent of the conservation and restoration works required and the optimum manner in which the said conservation and restoration works are to be carried out;
- 4.1.2 taken into full account the information made available to it, as well as any information otherwise available in relation to the Notre Dame Gate;



4.1.3 raised all due diligence questions with the Government before the date of execution of this Deed; and

4.1.4 entered into this Deed in reliance on its own due diligence and in entering into this Deed has not relied on any representation, warranty, condition or other term, express or implied, save for those expressly provided in this Deed and those which cannot be prohibited by law.

5. **Equipment and Resources**

5.1 The Guardian shall, at its own cost and expense, provide all the Equipment, labour and funds necessary to complete the conservation and restoration works in accordance with the time-frames stipulated in this Deed.

5.2 The Guardian shall be responsible for the receipt at the Notre Dame Gate of all the requisite Equipment. The Guardian shall store the Equipment required for the conservation and restoration works at such location, at the Notre Dame Gate, or off-site, as may from time to time be directed by the Superintendent. The Superintendent or Government shall not bear any responsibility for the safe storage of the Equipment. The Guardian also acknowledges and agrees that any Equipment which is not required for the provision of the Services may not be stored at the Notre Dame Gate.

5.3 For the avoidance of doubt, the Government and the Superintendence shall not be obliged to provide any of the Equipment, nor in any manner assist in the management or the performance of the conservation and restoration works, other than as expressly provided herein.

6. **Variations and Omissions**

6.1 The Guardian shall not alter the Conservation and restoration works except as directed in writing by the Superintendent. The Superintendent shall have the power to require reasonable alterations in the conservation and restoration works.

6.2 Any work which is not specifically mentioned in this Deed to be part of the conservation and restoration works, but which may be inferred to be necessary for the stability or proper completion or the safe, reliable and efficient operation of the conservation and restoration works must also be carried out by the Guardian and shall be deemed to form an integral part of the conservation and restoration works.



7. **Responsibility to Rectify Loss or Damage**

- 7.1 If any loss or damage, from any cause whatsoever for which the Guardian is responsible, happens to the Notre Dame Gate, the Guardian shall at its own cost rectify such loss or damage.

8. **Insurance and Indemnity**

- 8.1 The Guardian shall at its own cost and expense take out adequate insurance in accordance with Good Industry Practice as is utilised to insure damages resulting from the conservation and restoration works. The Guardian shall, upon request, provide proof to the Superintendent that such insurance cover has been taken out and that the last premium due has been paid.
- 8.2 The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 8.1 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.
- 8.3 The Guardian shall indemnify the Government and the Superintendence and hold the Government and the Superintendence harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the conservation and restoration works or which are connected with the conservation and restoration works, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.

9. **Protection of the Notre Dame Gate, Safety and Security**

- 9.1 The Guardian shall, throughout the execution and completion of the conservation and restoration works:
- 9.1.1 have full regard for the safety of all persons entitled to be upon the property of the Notre Dame Gate and keep the Notre Dame Gate and the conservation and restoration works, at all times, in an orderly state to ensure to the avoidance of danger or risk to such persons' health and safety, as well as that of third parties;



- 9.1.2 comply with all current construction regulations and working rules, as well as any other laws and/or regulations which may be applicable to the Guardian and/or to the conservation and restoration works;
- 9.1.3 take all reasonable steps to avoid damage or nuisance to the public or to property resulting from pollution, noise or other causes arising as a consequence of The Guardian's methods of operation;
- 9.1.4 take all reasonable steps to prevent any unlawful, riotous or disorderly conduct by or amongst the Guardian's staff and any contracted or subcontracted persons involved in the conservation and restoration works and to preserve peace and protection of persons and property in the neighbourhood of the conservation and restoration works and on the Notre Dame Gate as a whole;
- 9.1.5 take all necessary safety precautions to prevent the outbreak of fire in the Notre Dame Gate, falling objects, or any other similar peril;
- 9.1.6 ensure that inflammable materials, compressed gases or gas cylinders which are brought on site for its use are safely stored, transported and used, and it shall keep suitable portable fire extinguishers readily available and close at hand where compressed gases and/or gas cylinders are being used or work necessitates the use of naked flames;
- 9.1.7 remove and dispose of any waste material or rubble which has been produced in connection with the conservation and restoration works; and
- 9.1.8 provide and maintain, at its own cost and expense all lights, guards, fencing, warning signs and surveillance, for the protection of the conservation and restoration works or for the safety and convenience of the public and/or others;

10. **Access to the Notre Dame Gate and working hours**

- 10.1 Access to the Notre Dame Gate shall be afforded to the Guardian for the purpose of carrying out the conservation and restoration works. The Guardian shall follow the Superintendent's or the Government's reasonable instructions in relation to its conduct in the Notre Dame Gate and the manner in which the Notre Dame Gate is to be accessed.



11. **Supply of Water and Electricity**

- 11.1 The Guardian shall pay all water and electricity charges incurred in the provision of the conservation and restoration works.

12. **Commencement and Completion of Works**

- 12.1 The Guardian shall ensure the execution of the conservation and restoration works in accordance with the attached project plan in Appendix 3. The Guardian shall ensure that the conservation and restoration works proceed in accordance with the same project plan with due expedition and without delay to reach completion of the conservation and restoration works in accordance with the time-frames set out in the project plan.
- 12.2 All conservation and restoration works shall be completed in accordance with this Deed by not later than the tenth (10th) anniversary of this Deed.

13. **Inspection and Testing**

- 13.1 The Government or the Superintendent shall be entitled, at all reasonable times, to inspect, examine and test the materials and workmanship being supplied by the Guardian under this Deed. Such inspection, examination and/or testing shall not release the Guardian from any of its obligations in terms of this Deed.
- 13.2 Upon completion of the conservation and restoration works, the Guardian shall give notice in writing to the Superintendent who shall inspect the Notre Dame Gate to verify completion. If the completion of the conservation and restoration works is to the satisfaction of the Superintendent, the said Superintendent shall issue a completion certificate to this effect.

14. **Defects**

- 14.1 If, as a result of any inspection, the Superintendent decides that any part of the conservation and restoration works is defective, damaged or in any way not in accordance with the Deed, or that any materials or workmanship is not up to the required standard, the Guardian shall, at its own cost and expense, make good the defect or damage, or replace the materials and workmanship, as the case may be, without any delay.



15. Delay

- 15.1 If the Guardian fails to complete the conservation and restoration works in accordance with the time-lines specified in the project plan in Appendix 3 or by the date set out in Clause 12.2, whichever is the earlier, or by such other date, as may be agreed between the Parties, this Deed may be terminated.

Part B – Management Services

16. Management Services

- 16.1 The Superintendent hereby appoints the Guardian which accepts, to manage the Notre Dame Gate on behalf of the Government in accordance with the terms specified hereunder. The Guardian shall diligently and to the best of its abilities in accordance with Good Industry Practice carry out the Management Services.
- 16.2 The Notre Dame Gate shall be managed by the Guardian as a visitor attraction.
- 16.3 The Government shall have the right to use, free of charge, the Notre Dame Gate for a period not exceeding fourteen (14) days in aggregate in any particular year. In all cases, the Government shall give the Guardian one (1) month notice in writing in advance of the holding of such activity.
- 16.4 The Guardian represents and warrants that it has the necessary expertise, capabilities and resources to carry out the Management Services in accordance with the terms and conditions of this Deed.

17. Right to Generate Revenue

- 17.1 The Guardian shall have the right to utilise the Notre Dame Gate to hold private or public functions against payment and generate revenue from admission fees, donations or fund-raising activities in order to raise the necessary funds to enable it to carry out the main purposes of this guardianship deed.



17.2 The Guardian shall, prior to the holding of any such private or public functions, obtain the written consent of the Superintendent, for the type of activity/ function to be held except where this falls within any of the following categories:

- a. Educational initiatives;
- b. School or youth training projects;
- c. Exhibitions;
- d. Artistic performances and animation;
- e. Guided tours and lectures;
- f. Official or philanthropic functions hosted or sponsored by the Guardian.

17.3 All revenue accruing from activities organised in the Notre Dame Gate by the Guardian in accordance with the provisions of this clause 17 shall be retained by the Guardian.

18. Equipment

18.1 The Guardian shall, at its own cost and expense, provide all the Equipment and labour necessary to provide the Management Services.

18.2 The Guardian shall be responsible for the receipt at the Notre Dame Gate of all the requisite Equipment. The Guardian shall store the Equipment required for the provision of the Management Services at such location, at the Notre Dame Gate, as may from time to time be directed by the Superintendent. The Government and the Superintendent shall not bear any responsibility for the safe storage of the Equipment.

18.3 For the avoidance of doubt, the Government and the Superintendence shall not be obliged to provide any of the Equipment, nor in any manner assist in the provision of the Management Services.

19. Opening Hours

19.1 The Guardian shall open the Notre Dame Gate to the public throughout the whole year from Monday to Friday between the hours of ten o'clock in the morning and one o'clock in the afternoon (10:00 to 13:00 hrs) and on public holidays (other than Christmas Day and Christmas Eve, New Year's Day and New Year's Eve, Good Friday, Easter Sunday and, the feast of Santa Marija on the 15th of August). The Guardian shall ensure that adequate publicity is given to the times and dates of

opening. The Guardian agrees to make adequate provisions for the opening of the Notre Dame Gate outside these established dates on specific requests from the general public.

20. Insurance and Indemnity

- 20.1 The Guardian shall, at its own cost and expense, take out adequate insurance, including adequate third party liability and public liability insurance cover, in accordance with Good Industry Practice, having regard to management operations that are required to be carried out in terms of clause sixteen (16) – Management Services - in determining the adequate cover thereof. The Guardian shall, upon request, provide proof to the Government and the Superintendence that such insurance cover has been taken out and that the last premium due has been paid.
- 20.2 The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 0 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.
- 20.3 The Guardian shall indemnify the Government and the Superintendent and hold the Government and the Superintendent harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the Management Services or which are connected with the Management Services, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.

Part C – General

21. It is being declared for all intents and purposes that, the Minister responsible for cultural heritage shall, within four (4) weeks after the publication of this deed, or if the House is not then in session, within four (4) weeks of the date when the House next meets, lay a copy thereof on the Table of the House. It is further being declared that if on a motion tabled not later than twenty eight days (28) after the laying on the Table of the House of a copy of this guardianship deed the House resolves that the guardianship deed shall be rescinded, this deed shall be automatically rescinded upon the passing of the resolution.



22 Title

- 22.1 The Guardian shall not acquire any title, interest, or right in the Notre Dame Gate or any of the moveable artefacts located in the Notre Dame Gate during the term of this Deed and nothing in this Deed shall be construed as granting the Guardian any such title, interest, or right.

23 The Guardian's Obligations

- 23.1 The Guardian shall furnish the Superintendent with an updated copy of the statute of the Guardian and of the names and addresses of the persons who, from time to time, hold the offices of Executive Chairman and Deputy Chairman of the Guardian, or such other post(s) as entitles its holder(s) to the legal and/or judicial representation of the Guardian. Any changes to the statute of the Guardian shall be notified in writing to the Superintendent of Cultural Heritage within one (1) week from their adoption.
- 23.2 The Guardian shall ensure that no defacement, mutilation or alteration, the addition of accretions or the fixture of commemorative plaques, information panels or similar items and any other form of fixture, shall take place directly on the property comprising the Notre Dame Gate and on any work or record or trace relating to or having any historical, artistic, archaeological or antiquarian value which may exist or eventually be discovered in the Notre Dame Gate, and it is expressly agreed that any object, work or trace having such value, which may at any time be found in the Notre Dame Gate, is to be notified to the Superintendent and is to be dealt with in accordance with his instructions.
- 23.3 The Guardian shall be responsible for the proper use and upkeep of the Notre Dame Gate, including the existing decorative structures and the fixtures and fittings therein and shall at all times keep the Notre Dame Gate in a good state of repair and condition. Moveable collections, office furniture or equipment, furnishings, artefacts and exhibits belonging to The Guardian as at the date of this Deed, shall remain the property of The Guardian, but the Guardian shall not acquire any rights over the Notre Dame Gate or any other movable objects, decorative structures, artefacts and/or fixtures therein.
- 23.4 The Guardian shall not install, place or otherwise expose any promotional or advertising display or other material within or around the Notre Dame Gate without the prior written approval of the Superintendent which approval shall not be

unreasonably withheld and which approval shall be deemed to have been granted unless it is refused within two (2) weeks from receipt of the relevant request.

23.5 At the end of each financial year the Guardian shall submit to the Superintendent not later than four (4) months from the end of the relevant financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Notre Dame Gate, indicating the revenue obtained, the expenditure incurred, and the surplus generated in respect of the Notre Dame Gate during the relevant financial year.

23.6 In conformity with the stipulations of the Cultural Heritage Act, not later than six weeks after each anniversary of the guardianship deed, the Guardian shall transmit to the Minister, the Superintendent and the Committee of Guarantee, a report of its activities in relation to the cultural property and on the way it has executed the guardianship deed during the previous year. A copy of such report shall be laid on the table of the House by the Minister.

23.7 The surplus funds, if any, in respect of the Notre Dame Gate shall be credited to a 'General Conservation Fund' administered by the Guardian for the upkeep and restoration of properties managed by the Guardian on behalf of the Government.

24 Personnel

24.1 The Guardian shall at all times engage, at its own expense, suitably trained and qualified personnel.

24.2 The Guardian shall ensure that all personnel engaged by it maintain a smart and clean appearance. The Guardian shall also ensure that its personnel or other authorised representatives wear suitable means of identification provided by the Guardian, as approved by the Superintendent, when on Notre Dame Gate premises.

25 Security

25.1 The Guardian shall install, at its own cost and expense, an adequate security system including, without limitation, the installation of CCTV cameras, as may be necessary for the provisions of the Services and the protection of the Notre Dame Gate and any moveable artefacts.

26 Continuous Improvement and quality



- 26.1 The Guardian shall ensure that all aspects of the Services are the subject of, and are provided in accordance with, a quality management process which provides continuous quality assurance.

27 Regulatory Compliance

- 27.1 The Guardian shall comply with all applicable laws and regulations and obtain all necessary licences, permits or authorisations, including without limitation any building or development permit or licence, in performing its obligations undertaken pursuant to this Deed.
- 27.2 The Guardian shall be responsible for ensuring that any equipment used and/or installed on the property of the Notre Dame Gate, as well as the Services, comply in all respects with all applicable laws and regulations.

28 Health and Safety

- 28.1 The Guardian shall comply with the Occupational Health and Safety Authority Act (Cap 424 of the Laws of Malta) and all other applicable legislation, statutory rules and regulations regarding health and safety matters.
- 28.2 The Guardian shall be solely responsible for the health and safety of its employees and all other persons who may be affected by the Guardian's operations while performing any activity at the Notre Dame Gate. The Guardian shall also be responsible for any damage to the Notre Dame Gate that may be caused by any negligent and/or wilful act or omission attributable to the Guardian, any member of its staff, any of its contractors, subcontractors, agents and/or representatives.

29 Costs

- 29.1 All expenses incurred by or on behalf of the Parties, including all fees of professional advisers employed by either of the parties in connection with the negotiation, preparation and execution of this Deed shall be borne solely by the Party which incurred them.

30 Force Majeure



30.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Deed to the extent that its performance is interrupted or prevented by a Force Majeure Event, subject to the affected party:

- a. promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and
- b. using its best endeavours to limit the effect of that delay or non-performance on the other party.

30.2 Such delay or failure shall not constitute a breach of this Deed and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

31 Amendments

31.1 No amendment of this Deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

32 Waivers and Remedies

32.1 Except as otherwise stated in this Deed, the rights and remedies of each party under this Deed:

- a. are in addition to and not exclusive of any other rights or remedies under this Deed or the general law; and
- b. may be waived only in writing and specifically.

32.2 Delay in exercising or non-exercise of any right under this Deed is not a waiver of that or any other right.

32.3 Partial exercise of any right under this Deed shall not preclude any further or other exercise of that right or any other right under this Deed.

32.4 Waiver of a breach of any term of this Deed shall not operate as a waiver of any breach of any other term or any subsequent breach of that term.



33 Duration of Deed and Termination

- 33.1 The guardianship deed is being entered into for a period of ten (10) years, with effect from the date of this deed, at the end of which period the deed will be considered to have expired. Thereafter renewal of the guardianship deed for further terms will have to be reconsidered.
- 33.2 The Minister, after consulting the Superintendent and the Committee of Guarantee may at any time be entitled to terminate this Deed if any condition stipulated in this deed or the provisions of the Cultural Heritage Act are not observed by the Guardian. If any material violation is brought to the notice of the Guardian in writing by the Superintendent, the Guardian shall have two (2) months to commence corrective action and shall proceed with such action diligently to completion. If corrective action is not commenced by the Guardian and successfully followed to completion, this Deed may be terminated by the Government or the Superintendent.
- 33.3 The Government shall also be entitled to terminate this Deed if the Guardian becomes unable to pay its debts, requests suspension of payments or is declared to be insolvent, or becomes the subject of insolvency proceedings.
- 33.4 Termination in terms of this clause 33 is to be in writing and to be sent to the Guardian by registered letter. The Deed shall be deemed to have been terminated upon receipt of such letter by the Guardian.

34 Severance

- 34.1 If any provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- a. the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
 - b. the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Deed.
- 34.2 Whilst the parties consider the provisions contained in this Deed reasonable, having taken independent legal advice, if any one or more of the provisions are adjudged alone or together to be illegal, invalid or unenforceable, the parties shall negotiate in good faith to modify any such provisions so that to the greatest extent possible they



achieve the same effect as would have been achieved by the invalid or unenforceable provisions.

35 Assignment and Subcontracting

35.1 Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Deed without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that Government may, without requiring the Guardian's consent, assign, or in any other manner transfer, this Deed to any government body which is designated to be responsible for the Notre Dame Gate, the conservation and restoration works and/or the Management services.

35.2 The Guardian shall not subcontract the Services, or any part thereof, under this Deed without the Superintendent's prior written consent.

35.3 Without prejudice to clause 17.1, the Guardian shall ensure that the property or parts thereof shall not be let to third parties, and the guardian shall also be prohibited from making out or in any other way transfer the guardianship to third parties.

36 Entire Deed

36.1 This Deed constitutes the entire Deed between the parties with respect to the subject matter of this Deed and supersedes and extinguishes any prior drafts, Deeds, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

37 Reliance

37.1 Each party acknowledges to the other that it has not been induced to enter into this Deed nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Deed. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Deed shall be for breach of contract under the terms of this Deed and it shall have no right of action against any other party in respect of any representation, promise, assurance, warranty or undertaking not contained in this Deed.



38 Fraud

- 38.1 None of the provisions of this Deed shall be construed as to exclude any liability which either party would otherwise have to the other, or any right which either of them may have to rescind this Deed in respect of any statements made fraudulently by the other prior to the execution of this Deed, or any rights which either of them may have in respect of fraudulent concealment by the other.

39 Survival of Obligations

- 39.1 Notwithstanding anything contained herein to the contrary, the provisions which are expressed to survive expiry or termination, or which are impliedly expected to do so, shall survive expiry or termination of the Deed for any reason whatsoever and shall continue in full force and effect thereafter.

40 No Agency

- 40.1 Nothing in this Deed is intended to or shall operate to create a joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

41 Notices

- 41.1 All notices between the parties with respect to this Deed shall be in writing and signed by or on behalf of the party giving it.
- 41.2 Any such notice may be served by delivering it by hand, and/or by registered mail, to the address of the addressee set out below or to an email address, or to such other address in Malta as the addressee may from time to time have notified for the purpose of this Clause 41. Notices shall be deemed to have been received: if delivered by hand, on the day of delivery; or if sent by registered mail, on confirmation of successful delivery.



41.3 The addresses of the parties for the purposes of this Clause are:

a. The Superintendent

The Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

For the attention of: The Superintendent of Cultural Heritage

b. The Guardian

Fondazzjoni Wirt Artna
Notre Dame Gate
St Edward's Street
Vittoriosa BRG 9038

For the attention of: The Executive Chairman

42 Dispute Resolution and Governing Law

42.1 Any dispute arising out of or in connection with this Deed shall be brought before and settled by the Courts of Malta.

42.2 This Deed shall be governed by and construed in all respects in accordance with the Laws in force in Malta from time to time.

It is being declared that no duty on documents and transfers or capital gains tax are payable on this deed and since no transfer or creation of real rights are involved, chapter two hundred forty six (246) of the Laws of Malta is not applicable.

As the documents annexed to this Deed exceed five in number a list of documents is being annexed hereto and marked with the letter "X".

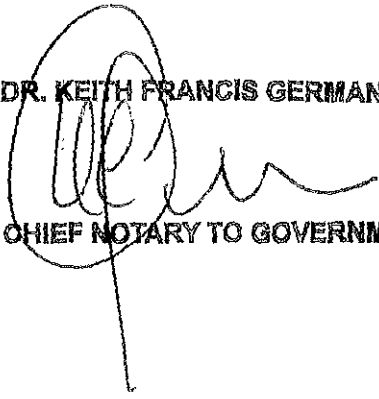
This Deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to the law, has been done, read and published in Malta, Valletta, at the Ministry for Justice, Culture and Local Government, number thirty (30), Old Treasury Street.



(Signed)
Anthony Pace
M Farrugia
G Said
Dr Keith Francis German
Chief Notary to Government

True copy of the original

Today 4/1/2018


DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

"X"

List of Documents

Appendix 1: The Guardian Management Plan and Programme for the Conservation and Restoration Works;

Appendix 2: Plan of the Notre Dame de La Grace Gate Vittoriosa

Appendix A: Authorisation from Minister responsible for Culture

Appendix B: Authorisation from Minister responsible for Lands

Appendix C: Authorisation from Commissioner of Land

Appendix D: Advice Committee of Guarantee;

Document A1: Board Resolution

(Signed)

Anthony Pace

M Farrugia

G Said

Dr Keith Francis German

Chief Notary to Government

True copy of the original

Today: 4/1/2017

DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

Appendix 1

Notre Dame de La Grace Gate

Management Plan



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Selected Bibliography

Management Plan

Fondazzjoni Wirt Artna

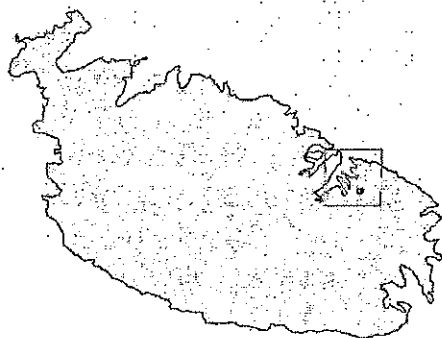
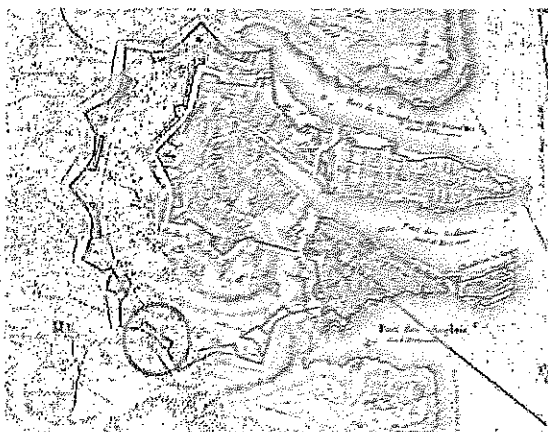
Since its set-up in 1987, *Fondazzjoni Wirt Artna* has embarked on various projects aimed at bettering the understanding and preservation of Malta's cultural heritage. Over time, *Fondazzjoni Wirt Artna* established itself as one of the leading NGO's on the island. All this was achieved through hard work on several rehabilitation and restoration projects of cultural properties and by re-proposing the sites to the general public.

Main aims of plan

The Foundation aims to protect, conserve, manage, and display to the public Notre Dame de La Grace Gate at Vittoriosa. This is one of Malta's main baroque architectural and military monuments.

In essence, *Fondazzjoni Wirt Artna* aims to:

- Conserve the site
- Use the site as a sustainable visitor attraction
- Grant public access to the site
- Understand better the site's cultural, historical and social relevance
- Contribute towards diversification of National's Cultural Tourism and Educational product.



Description and Statement of Significance

Description

Late in the 17th century, the Order of St. John began a massive fortification program to fully enclose the eastern approaches of the Grand Harbour. One of these works was the 7km long semi-circular Cottonera Lines that enclosed the new town of Cospicua, starting at Senglea and ending at Vittoriosa. This new line of defence incorporated a number of bastions linked by curtain walls some of which were perforated by ornamental gates. The principal of these was Notre Dame Gate, facing Zabbar, which was to serve as the main entrance into the large new expanse encircled by the lofty walls.

Works started in 1675 under Grandmaster Fra Nicola Cottoner (1663-1680). However the design of the gate was attributed to the Venetian architect and engineer, Romano Carapicchia and is said to have been built sometime between 1707 and 1715. This gate is by far the most ornate of all the baroque gates built by the Knights.

Cultural Context

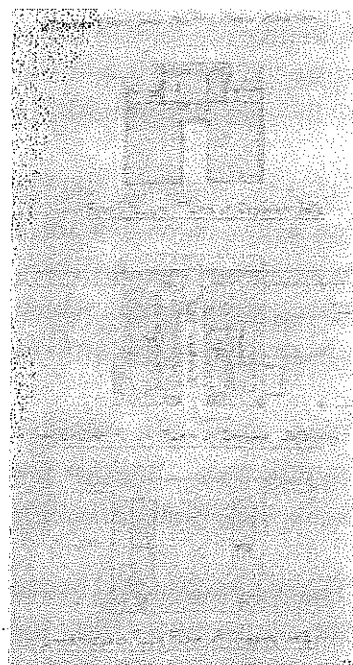
The gate is flanked by St James bastion on the left and Notre Dame de La Grace Bastion on the right. It is a common belief that the name was chosen by Grandmaster Nicola Cottoner due to his devotion to the patron of Zabbar – Our Lady of Graces. In fact the gate overlooks the sanctuary dedicated to her.

Apart from its official name, this gate is also known by other names such as Zabbar Gate (British), Cottonera Gate (British) and *Bieb is Sultan* (colloquial). The gate was intended to serve as a main approach to the eastern provinces of Malta such as Gudja, Zejtun, Zurrieq, Zabbar and Tarxien.

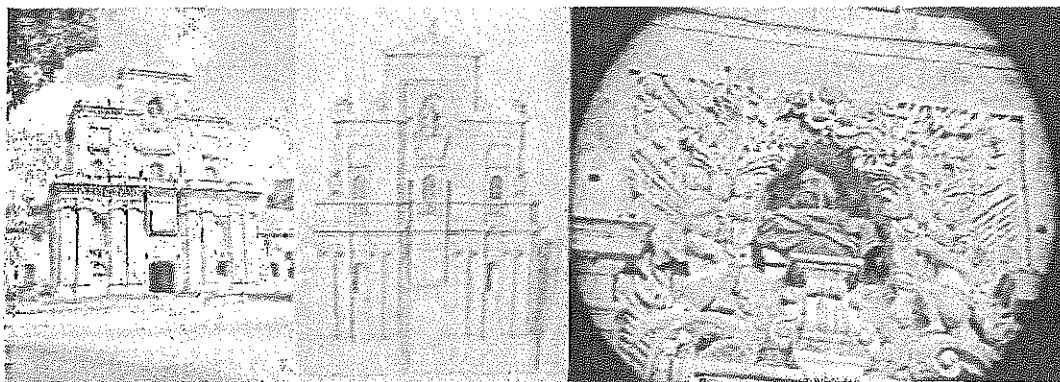
Cultural Heritage Values

Architectural and Artistic

The design of the gate is a very ornate example of high-Baroque architecture in Malta. The gate's facade consists of two main parts divided by a balustrade balcony. On the lower part is an entrance flanked on either side by two minor ones – two for pedestrians and one for carriages. Above the small doorways, lay two large empty niches. The facade is framed by pilasters with ionic pedestals. The upper part is a clear reflection of the lower level. Three doorways lined to the centre of the lower gates lead into the blockhouse where the lifting mechanism was housed. When constructed the gate was fitted with a bascule-type bridge and a portcullis gate. However in the 19th century a new chain-drawbridge replaced the older one. For this purpose the main arched entrance was reduced in size. The upper section of the facade rises up surmounted by scrolls and other ornamentation that originally included a finial mounted on a pedestal. The corners of the blockhouse are also decorated by small obelisks standing on pedestals.



Surmounting its high front, a large bronze bust of Grandmaster Nicola Cottoner guards the entrance to the Three Cities. This bust is surrounded by an impressive bass-relief representing warlike trophies and banners. Under the relief there is a commemorative marble plaque marking the history of the building of the Cottonera Lines. The bronze effigy is considered to be of a particular importance in being the country's first artistic statement of a political nature in that medium.



Social and Urban

With the construction of the Cottonera Lines, the area experienced a rapid growth in population. The Cottonera Lines served as a main catalyst for urbanisation both on the inside and on the outer side of the fortification. Zabbar extensive growth and transformation from a village to a town can be attributed to the newly fortification setup which made this part of Malta 'safer'.

Since its building, the Cottonera Lines became a landmark both in the cultural landscape as well as the social landscape. The Cottonera Lines served both as a separator between urban and rural areas whilst the 7 gates acted as funnels for transport networks which had to be channelled through these. Notre Dame Gate always played a central role leading to further development in the area.

With early 20th century traffic developments, the monument lost its major significance. Various gates were abandoned whilst other such as Notre Dame Gate were transformed into virtual roundabouts thus diminishing their roles.

The restoration and access created by *Fondazzjoni Wirt Artna* intends to give back the importance this monument deserves. This will also contribute to the diversification of national cultural tourism and educational product.

Key Issues

Conservation and Access

Access and Sustainability

Notre Dame Gate represents a unique chance to set up a cultural thriving centre focused on the history of Cottonera and its historic defences. Positively, with the advent of the Smart City Project, the area will regain its centrality lost in the post War period. Thus the catchment of the new centre will go along local interest to reach a wider interest in the sector. To achieve such aims the site has to be managed properly, promoting the site both as an attraction as well as a centre for research of military studies.

Following restoration works started in 2000, Notre Dame Gate's upper level was turned into *Fondazzjoni Wirt Artna* headquarters. As a result the building is used on a daily basis and is accessible to the general public. Unfortunately, due to its historic and military nature its upper levels are not readily accessible for disabled persons. For such a reason, the installation of a vertical lift has been taken in consideration in order to make the site accessible to everyone. This can be easily accommodated in an open gap left in the modern post war reconstruction of its side stairs on the left.

The underlying extensive spaces will be available for housing exhibitions as well as other private occasions.

A library and archive focusing on heritage and history has been established at the upper level.

Given the location of the site and its extensive panoramic views of a large part of the island, *Fondazzjoni Wirt Artna* intends to install a viewing platform at roof level which will serve as the main vantage point for the area.

Site Security

Following essential restoration works, the building will be equipped with all necessary protective measures and equipment in order to deter vandalism.

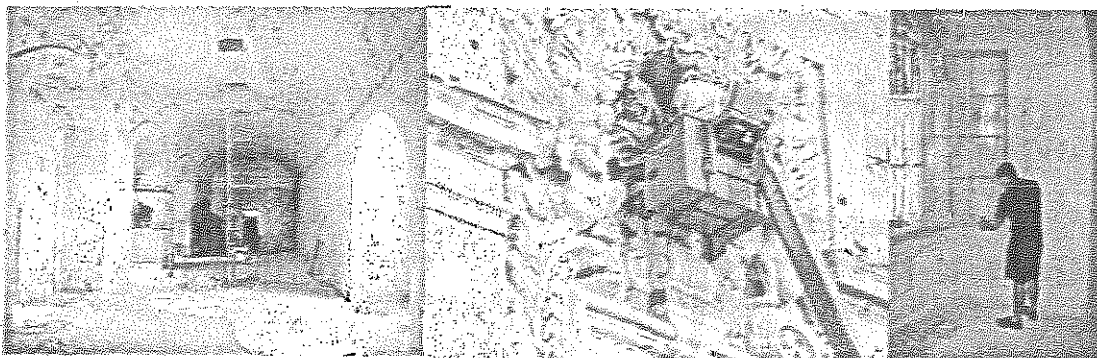
Events

In the past, interested persons had the opportunity to visit the site on various open days. Despite the fact that these were successful, *Fondazzjoni Wirt Artna* would like to increase the access to the site on a regular basis throughout the year. For the time being at Notre Dame gate one can visit the library and archive of *Fondazzjoni Wirt Artna*. In the future, *Fondazzjoni Wirt Artna* envisages the opening up of the entire building to public visits.

At present, *Fondazzjoni Wirt Artna* also offers the opportunity to use the Gate for private functions. The lower halls have been serving as a fascinating backdrop for special occasions such as wedding receptions, gala dinners, corporate events and private parties.

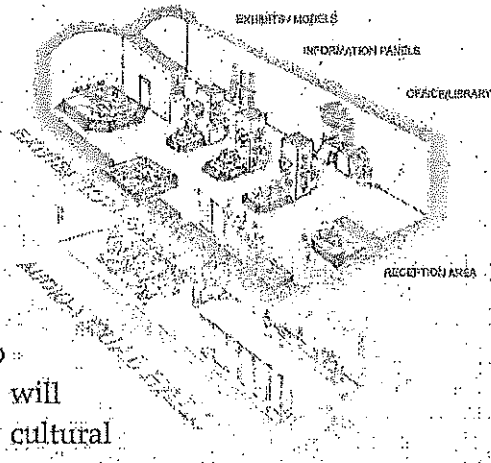
Conservation and Restoration

Since *Fondazzjoni Wirt Artna* took over the building, Notre Dame Gate has been extensively restored. Major works were principally carried out on the internal part of the structure. Full restoration and reconstruction of the external facades would bring this gate back to its former glory. *Fondazzjoni Wirt Artna* believes that all necessary work has to be carried out according to scientific standards and in an ethical manner. Also the implementation of a general maintenance scheme is seen as obligatory to upkeep the building in its finest state.



Research

With the completion of the Library and Archive, Notre Dame Gate will be able to offer a vast referential library on various culture and heritage related subjects. Also the library will be able to offer a complete and exhaustive range of books, maps and photographic collection related to military history and fortifications. This will help the location to turn into a thriving cultural centre for the exchange of ideas.



With the development of this rehabilitation and restoration project, Fondazzjoni Wirt Artna intends to further diversify Malta's cultural tourism product. Also major importance will be given to the educational sector by offering specialised and unique material ranging from militia and anthropological collection, a vast library, archival material, map archive and photographic collections.

Objectives

Long Term Objectives

- To set up a self-sustainable site to serve as a cultural centre for heritage-related activities.

Sustainable tourism

- *Fondazzjoni Wirt Artna* will be working to setup exhibitions related to the history of Cottonera and its defences.
- *Fondazzjoni Wirt Artna* will ensure that any exhibitions held will be designed to enhance the interest of visitors and their knowledge in the subject.
- *Fondazzjoni Wirt Artna* will install a viewing platform to serve as a vantage point for the area.

Conservation Objectives

- *Fondazzjoni Wirt Artna* will ensure that the site and its surroundings are brought to its original splendour, by conservation and restoration works to be carried out to the highest international standards.

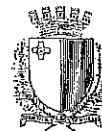
Research and documentation objectives

- *Fondazzjoni Wirt Artna* will be working to increase its knowledge about the history of this place.
- *Fondazzjoni Wirt Artna* will be working on increasing public awareness related to its important heritage value.

Selected Bibliography

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- Manduca, J. 2005. *The Three Cities - Vittoriosa, Senglea and Cospicua*, PEG - Publishers Enterprises Group Ltd
- Mifsud Bonnici, U. 2008. *An Introduction to Cultural Heritage-Latò*, Midsea Books.
- Tonna, J. & De Lucca, D. 1975. *Romano Carapēcchia*, Royal University of Malta.
- Spiteri, S. C. 2008. *The Art of Fortress Building in Hospitaller Malta*, BDL.
- Zammit, V. 1999. *Is-Swar u L-Fortifikazzjonijiet*, PIN - Pubblikazzjoni Indipendenza.

Drift. Millions
Free Paid



15th December 2016

Dr Anthony Pace
Superintendent of Cultural Heritage
Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

Dear Dr Pace

Ref. Guardianship Deeds with Fondazzjoni Wirt Artna

Following the consent of the Prime Minister and the advice of the Committee of Guarantee of 22 February 2016, in accordance with Article 48 of the Cultural Heritage Act (CAP 445), you are hereby authorised, in your capacity as Superintendent of Cultural Heritage, to conclude a Guardianship Deeds under the terms and conditions of the said Act, with the purpose of entrusting Fondazzjoni Wirt Artna, with the management of the following Government-owned properties as duly described in the said deeds:

Fort Rinella - Kalkara
Notre Dame Gate – Vittoriosa
Xghijra Tower
Madliena Tower
Pillbox at Madliena
Military Bridge at Madliena
Fougasse at Madliena
R15 Reserve Post at Naxxar
Ab1 beach post at Mellieha
RaO beach post at Kalkara
French Post at Vittoriosa

The above authorisation is without prejudice to decisions of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act. The properties to be held in guardianship shall remain subject to surveillance of the Superintendent of Cultural Heritage.

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,



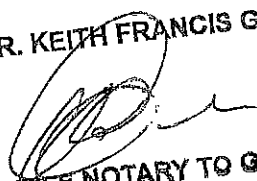
The Hon. Dr Owen Bonnici

Minister for Justice, Culture and Local Government

True copy of the original

Today 16/02/2016

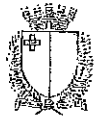
DR. KEITH FRANCIS GERMAN



CHIEF NOTARY TO GOVERNMENT



Appendix B



15th December 2016

SEGRETARJAT PARLAMENTARI GHALL-IPPJANAR
U S-SIMPLIFIKAZZJONI AMMINISTRATTIVA
BERGA TA' KASTILJA, VALLETTA, MALTA

Hon. Owen Bonnici MP –
Minister for Justice, Culture and Local Government
VALLETTA.

Thru': The Hon. Dr Joseph Muscat
Prime Minister

Dear

Hon Bonnici,

Guardianship Deeds with Fondazzjoni Wirt Artna

Following our discussions on the matter and following the advice of the Committee of Guarantee of 22 February 2016, in accordance with Article 48 of the Cultural Heritage Act (CAP 445), I do hereby give my consent to the conclusion of Guardianship Deeds under the terms and conditions of the said Act, with the purpose of entrusting Fondazzjoni Wirt Artna, with the management of the following Government-owned properties as duly described in the said deeds:

Fort Rinella - Kalkara
Notre Dame Gate – Vittoriosa
Xghijra Tower
Madliena Tower
Pillbox at Madliena
Military Bridge at Madliena
Fougasse at Madliena
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French Post at Vittoriosa

The above authorisation is without prejudice to the decision of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act. The properties to be held in guardianship shall remain subject to surveillance of the Superintendent of Cultural Heritage.

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,

Hon Deborah Schembri

Parliamentary Secretary for Planning and Simplification of Administrative Processes

VERA KOPJA TAL-ORIGINAL

ILLUM:

16/12/2016

Dr. Keith Francis German

Nutar Principali tal-Gvern

Vella Mario at MFEI

From: Fenech Tonio at MFEI
To: Vella Mario at MFEI
Cc:
Subject: Fw: Grant of Guardianships on government property to Fondazzjoni Wirt Artna
Attachments:

Sent: Mon 18/01/2010 12:18

Print and place intra

From: Mamo Albert V at GPD
To: Fenech Tonio at MFEI; Cristina Dolores at MEDC
Cc: Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Pace Anthony at Heritage Superintendence; Mintoff Lino at MFEI
Sent: Thu Jan 14 09:23:00 2010
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,

Approved
8/2/2009
TONIO FENECH B.A. (Hons.) Accty., F.I.A., C.P.A. M.P.
 MINISTER FOR FINANCE, THE ECONOMY AND INVESTMENT

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

Reference is made to nine requests by CEO Fondazzjoni Wirt Artna dated 14th December 2009 for the transfer of a number of properties by guardianship namely:- Couvre Port (ground floor only) Birgu, Tower at Triq il-Wiesgha, Xaghjra, Notre Dame Gate, Birgu, Is-Simbilja medieval hamlet, l/o Dingli, Madliena Tower and adjacent structures, Room off Mediterranean Street and Bridge and Weir at Pembroke, St. Thomas Tower Marsacala, Pillboxes at Mellieha, Naxxar and Kalkara and Fort Rinella Kalkara. All these properties are already held by the Fondazzjoni either on encroachment terms or under some form of agreement with government.

The Parliamentary Secretary for Revenue and Lands has no objection to this request. Clause 48. (1) of (Chapter 445) Culture Heritage Act stipulates :-

48. (1) The Superintendent may with the authority in writing of the Minister, in concurrence with the Minister responsible for lands, enter by public deed, into a guardianship contract with a local council or with a non-government organization whereby the custody and administration of immovable cultural property is passed over to the local council or the non - government organisation, as the case may be, in accordance with the provisions of this Act and of such

regulations as may be prescribed and to such conditions not inconsistent therewith as may be contained in the deed. The guardianship deed shall state the term for which it is entered, which term shall be approved by the Superintendent on a case by case basis, following the careful consideration of the feasibility and scale of undertaking of each proposal.

In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo

Commissioner of Land

(Government Property Division)

Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; .. E-mail: albert.v.mamo@gov.mt

Website -: <http://www.gpd.gov.mt>

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END OF TEXT



Pace Anthony at Heritage Superintendence

From: Mamo Albert V at GPD
Sent: 24 February 2010 12:19
To: Pace Anthony at Heritage Superintendence
Cc: Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Minto Lino at MFEI; Mifsud Alfred G at GPD
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Superintendent
Cultural Heritage

Dear Sir,

Grant of Guardianships on Government Property to Fondazzjoni Wirt Artna

You may wish to note that approval has been given by Minister of Finance, the Economy & Investment for the allocation of the properties mentioned hereunder to you so that you may enter upon guardian ship deeds with Fondazzjoni Wirt Artna. I have not received any approval from the Minister responsible for Cultural Heritage and it is up to you to obtain it unless it has been obtained already.

In so far as G.P.D. is concerned, the properties are being allocated to you and the accounts are being closed as on the 28th February 2009. The Estate Management Department shall be forwarding to you three copies of each PD plan showing the properties as held on lease so that you may conclude the deeds of guardianship. As to the Notary, it is suggested that you ask the Notary to Government to publish the deeds as our notaries are overloaded with work.

A.V. Mamo
Commissioner of Land

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

Reference is made to nine requests by CEO Fondazzjoni Wirt Artna dated 14th December 2009 for the transfer of a number of properties by guardianship namely:- Couvre Port (ground floor only) Birgu, Tower at Triq il-Wiesgha, Xaghjra, Notre Dame Gate, Birgu, Is-Simbilja medieval hamlet, I/o Dingli, Madliena Tower and adjacent structures, Room off Mediterranean Street and Bridge and Weir at Pembroke, St. Thomas Tower Marsacala, Pillboxes at Mellieha, Naxxar and Kalkara and Fort Rinella Kalkara. All these properties are already held by the Fondazzjoni either on encroachment terms or under some form of agreement with government.

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A.V. Mamo
Commissioner of Land

(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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BND OF TEXT

Thanks & Rgds

Albert V. Mamo

Commissioner of Lands
Land Dept.
(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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Print and place intra

From: Mamo Albert V at GPD
To: Fenech Tonio at MFEI; Cristina Dolores at MEDC
Cc: Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Pace Anthony at Heritage Superintendence; Mintoff Lino at MFEI
Sent: Thu Jan 14 09:23:00 2010
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,

Approved
Tonio Fenech
 8/2/2009.

TONIO FENECH B.A. (Hons.) Accy., F.I.A., C.P.A. M.P.
 MINISTER FOR FINANCE, THE ECONOMY AND INVESTMENT

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

Reference is made to nine requests by CEO Fondazzjoni Wirt Artna dated 14th December 2009 for the transfer of a number of properties by guardianship namely:- Couvre Port (ground floor only) Birgu, Tower at Triq il-Wiesgha, Xaghjra, Notre Dame Gate, Birgu, Is-Simbilja medieval hamlet, l/o Dingli, Madliena Tower and adjacent structures, Room off Mediterranean Street and Bridge and Weir at Pembroke, St. Thomas Tower Marsacala, Pillboxes at Mellieha, Naxxar and Kalkara and Fort Rinella Kalkara. All these properties are already held by the Fondazzjoni either on encroachment terms or under some form of agreement with government.

The Parliamentary Secretary for Revenue and Lands has no objection to this request. Clause 48. (1) of (Chapter 445) Culture Heritage Act stipulates :-

48. (1) The Superintendent may with the authority in writing of the Minister, in concurrence with the Minister responsible for lands, enter by public deed, into a guardianship contract with a local council or with a non-government organization whereby the custody and administration of immovable cultural property is passed over to the local council or the non - government organisation, as the case may be, in accordance with the provisions of this Act and of such

regulations as may be prescribed and to such conditions not inconsistent therewith as may be contained in the deed. The guardianship deed shall state the term for which it is entered, which term shall be approved by the Superintendent on a case by case basis, following the careful consideration of the feasibility and scale of undertaking of each proposal.

In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo

Commissioner of Land

(Government Property Division)

Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; .. E-mail: albert.v.mamo@gov.mt

Website -: <http://www.gpd.gov.mt>

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END OF TEXT



Pace Anthony at Heritage Superintendence

From: Mamo Albert V at GPD
Sent: 24 February 2010 12:19
To: Pace Anthony at Heritage Superintendence
Cc: Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Minto Lino at MFEI; Mifsud Alfred G at GPD
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Superintendent
Cultural Heritage

Dear Sir,

Grant of Guardianships on Government Property to Fondazzjoni Wirt Artna

You may wish to note that approval has been given by Minister of Finance, the Economy & Investment for the allocation of the properties mentioned hereunder to you so that you may enter upon guardian ship deeds with Fondazzjoni Wirt Artna. I have not received any approval from the Minister responsible for Cultural Heritage and it is up to you to obtain it unless it has been obtained already.

In so far as G.P.D. is concerned, the properties are being allocated to you and the accounts are being closed as on the 28th February 2009. The Estate Management Department shall be forwarding to you three copies of each PD plan showing the properties as held on lease so that you may conclude the deeds of guardianship. As to the Notary, it is suggested that you ask the Notary to Government to publish the deeds as our notaries are overloaded with work.

A.V. Mamo
Commissioner of Land

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

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In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo
Commissioner of Land

(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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BND OF TEXT

Thanks & Rgds

Albert V. Mamo

Commissioner of Lands
Land Dept.
(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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COMMITTEE OF GUARANTEE

22 February 2016
Hon Dr O. Bonnici
Minister of Justice, Culture and Local Government
Valletta

Dear Hon Minister Bonnici,

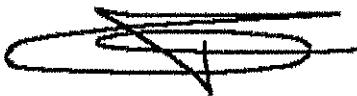
Following a recent meeting of the Committee of Guarantee it has been unanimously decided that Fondazzjoni Wirt Artna is to be given Guardianship deeds for the following properties:

- 1) Fort Rinella, Kalkara
- 2) Heritage Sites in Pembroke: Madliena Tower and adjacent structures; Room off Mediterranean Street; and, Bridge & Weir, Pembroke
- 3) Tower at Triq il-Wiesgha, Xaghjra
- 4) World War II Pill Boxes: Reserve Post R15 (Naxxar); AB1 Beach post (Mellieha); and, RAO beach post (Kalkara)
- 5) Notre Dame Gate, Vittoriosa
- 6) St. Thomas Tower, Marsascala

All documentation necessary for this action is attached to this letter.

Sincerely yours,

Dr Timmy Gambin
Chairperson, Committee of Guarantee



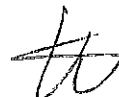
CC Mr R. Muscat; Dr T. Pace & Mr M. Farrugia

True copy of the original

Today 16/12/16

DR KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT



Doc "A4"



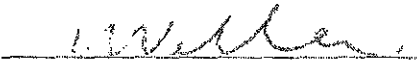
Fort Rinella, St. Rocco Rd,
KALKARA. CSP 11
Tel/Fax: (+356) 21809713
e-mail: fwa@waidonet.net.mt

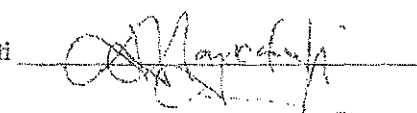
POWER OF ATTORNEY

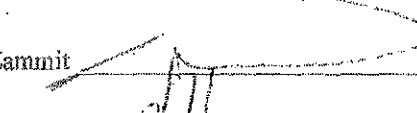
This 7th day of August of the year 2003.

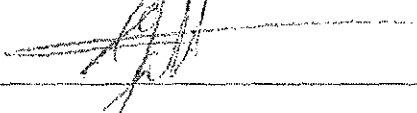
The board of Trustees hereby authorizes Mr Mario Farrugia and Dr George Said, Chairman and Vice-Chairman of the Board of Trustees of Fondazzjoni Wirt Artna, to represent the Foundation on all matters regarding all Guardianship Deed to be agreed and signed with the Superintendence of Cultural Heritage representing the Government of Malta.

Signed by:

Dr Nicholas Vella 

Joseph Magro Conti 

Raymond Cachia Zammit 

Christopher Gatt 

True copy of the original
Today 16/12/2006

DR. KEITH FRANCIS GERMAN


CHIEF NOTARY TO GOVERNMENT

Today the sixteenth (16th) day of December of the year two thousand and sixteen (2016)

Deed No.

135

Guardianship Deed

Before me Doctor Keith Francis German, Chief Notary to Government, personally came and appeared as identified by the here under mentioned documents:

Doctor Anthony Pace, Superintendent of Cultural Heritage, son of Edgar Pace and Nicolina nee' Aquilina, born in Siggiewi on 25/01/1962 and residing in Birkirkara, Identity Card Number 105762(M), who is appearing on this deed, in his capacity as Superintendent of Cultural Heritage for and on behalf of Government, (hereinafter referred to as "the Superintendent" or the "Government" as the case may be), as duly empowered by virtue of Article seven sub-article three [7(3)] of the Cultural Heritage Act of the year two thousand and two (2002) – Chapter four hundred and forty-five (445) of the Laws of Malta;

and

The second party, **Mario Farrugia**, son of Amabile Farrugia and Josephine nee' Dimech born in Pietà on 23/08/1967 and residing in Mqabba, holder of Identity Card Number 345667(M), together with **Doctor George Said**, son of Joseph Said and Evelyn née Borg, born in Saint Julians on 04/03/1977 and residing in Sliema, holder of Identity Card number 165577(M), who are jointly appearing hereon in their capacity as Executive Chairman and Deputy Chairman respectively for and on behalf of Fondazzjoni Wirt Artna hereinafter referred to as "the Guardian" as authorised by means of a Board Resolution hereto annexed and marked with Document 'A1'.

each of which a Party and together the Parties.

Related papers relative to this deed are marked Notary to Government number thirty-eight stroke two thousand and fifteen (Not. 38/2015).

The Parties premise and declare:

- A. Whereas the Guardian, a long standing voluntary organisation active in the field of heritage preservation, has volunteered to carry out, at its own cost and expense, the necessary conservation and restoration works to St Thomas Tower, Marsascala (as defined hereunder);



- B. Whereas the Guardian has the necessary means, including access to funds, personnel and expertise to carry out the necessary conservation and restoration works to the Tower (as defined hereunder);
- C. Whereas the Guardian also wishes to manage the Tower on behalf of the Government (as defined hereunder) as part of Malta's historic and artistic heritage;
- D. Whereas, in virtue of the Article forty-eight (48) of the Cultural Heritage Act of the year two thousand and two (2002), the Superintendent is empowered to enter by public deed with Local Councils and Non-Governmental Organisations, after having been duly authorised for these purposes by the Minister responsible for cultural heritage as results from a copy of the relative authorisation which is hereto annexed, marked Appendix A, and with the concurrence of the Minister responsible for Lands as per Appendix letter 'B' and from the relative authorisation of the Commissioner of Land a copy of which is hereto annexed, marked Appendix C, following the advice of the Committee of Guarantee as results from a copy of the relative correspondence which is here annexed, marked with the Appendix D.
- E. Whereas the Superintendent having been authorised as above indicated, is desirous of entering into such guardianship deed with the Guardian;
- F. Whereas the Superintendent is willing to appoint the Guardian to carry out the conservation and restoration works (as defined below) and to manage the Tower, subject to the terms and conditions stipulated hereunder;
- G. And whereas this guardianship deed is being entered into for restoration, conservation, didactic and presentation purposes only, in accordance with the guardian's principal objectives to protect the Islands' natural and historical heritage, and with objectives specific to this deed outlined in the document entitled 'St. Thomas Tower Management Plan', hereto annexed and marked Appendix 1;
- H. Now therefore the Superintendent of the one part and the Guardian of the other part are hereby entering in virtue of this deed into a guardianship contract, in terms of Article forty-eight (48) and other provisions of the Cultural Heritage Act of the year two thousand and two (2002), whereby the Superintendent is entrusting to the Guardian, which accepts, the guardianship of the historical property comprising the Tower known as St Thomas Tower in Marsascala as shown in Land Registry plan hereto attached and marked Appendix 2.



1. Definition of Terms

In construing this Deed, the following terms shall have the meaning assigned to them hereunder, except where the context requires otherwise:

<i>Committee</i>	shall mean the Committee of Guarantee established by Article 14 of the Cultural Heritage Act;
<i>Conservation and restoration works</i>	shall mean the conservation and restoration works to be carried out by the Guardian as set out in clause 2 and better described in Appendix 3;
<i>Deed</i>	shall mean this Deed, including all appendices and documents attached hereto;
<i>Equipment</i>	shall mean all and any equipment, tools, materials, machines and consumables, including without limitation any ticketing systems, turnstiles and hand-sets, to be used by the Guardian in the performance of the Services;
<i>Good Industry Practice</i>	shall mean the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a highly skilled, trained and experienced person engaged in providing services which are the same or similar to the Services;
<i>House</i>	shall mean the House of Representatives;
<i>Management Services</i>	shall mean the management services to be carried out by the Guardian as described in clause 16;
<i>Minister</i>	shall mean the Minister responsible for cultural heritage, and includes, to the extent of any authority given, any person specifically authorised by the Minister for any of the purposes of the Cultural Heritage Act;
<i>Project Manager</i>	shall mean the person appointed by the Guardian pursuant to clause 3 of this Deed;
<i>Services</i>	shall mean the conservation and restoration works and the management services collectively;



Superintendent shall mean the Superintendent of Cultural Heritage.

Tower shall mean the historical property comprising the Tower known as St Thomas Tower in Marsascala, which is covered by the guardianship contract in virtue of this Deed, as described in paragraph H;

Part A – Conservation and Restoration Works

2. The Conservation and Restoration Works

- 2.1 The Superintendent hereby engages the Guardian, which accepts, to carry out the conservation and restoration works set out in Appendix 3 at its own cost and expense and without being entitled to any claim for compensation therefore, and subject to the terms and conditions of this Deed. The conservation and restoration works shall accede to and become an integral part of the Tower.
- 2.2 All conservation and restoration works to be carried out in terms of this Deed shall be executed in accordance with such reasonable directions as the Superintendent may give and using materials and workmanship of high quality and standards in accordance with Good Industry Practice. All conservation and restoration works shall be carried out in the manner set out in Appendix 3 or, where not so set out, to the reasonable satisfaction of the Superintendent and the Government.
- 2.3 The Guardian represents and warrants that it has or has access to the necessary expertise, capabilities and resources, including financial means, to carry out the conservation and restoration works in accordance with the terms and conditions of this Deed.
- 2.4 The Guardian shall submit for the consideration of the Superintendent, within twelve (12) months of the signing of this Deed, a detailed action plan for the Tower, which will include a management and conservation plan. The Guardian shall submit to the Superintendent an annual report on the activities related to the specific objectives of the Management and Conservation plans.



- 2.5 The Guardian, advised and guided as necessary by the Superintendent, agrees to submit for the consideration of the Superintendent, within six (6) months of the signing of this Deed, a detailed report on the current state of the Tower.
- 2.6 The Guardian, advised and guided by the Superintendent, shall submit for consideration of the Superintendent a detailed survey and inventory of all the moveable artefacts located within the Tower, within six (6) months of the signing of this Deed.
- 2.7 The Guardian shall, before undertaking any of the conservation and restoration works and/or any other works or repairs which it is required to carry out, give notice thereof in writing to the Superintendent.
- 2.8 The Guardian shall acknowledge the collaboration given by the Government and the Superintendent, in furtherance of the conservation and restoration works, in all public information materials and activities implemented as part of this Deed.

3. The Project Manager

- 3.1 The Guardian shall appoint a Project Manager who shall supervise, manage and ensure the proper and timely completion of the conservation and restoration works. The Project Manager shall liaise with the Superintendent, and the Superintendent shall convey all its instructions in relation to the conservation and restoration works to the Project Manager. The Project Manager and the Superintendent shall be the single point of contact between Government and the Guardian in relation to the conservation and restoration works.

4. Due Diligence

- 4.1 The Guardian acknowledges and guarantees that it has:
- 4.1.1 examined the Tower fully and that it has all the information required in order for it to make an informed assessment of the nature and extent of the conservation and restoration works required and the optimum manner in which the said conservation and restoration works are to be carried out;
- 4.1.2 taken into full account the information made available to it, as well as any information otherwise available in relation to the Tower;



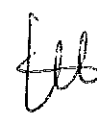
- 4.1.3 raised all due diligence questions with the Government before the date of execution of this Deed; and
- 4.1.4 entered into this Deed in reliance on its own due diligence and in entering into this Deed has not relied on any representation, warranty, condition or other term, express or implied, save for those expressly provided in this Deed and those which cannot be prohibited by law.

5. Equipment and Resources

- 5.1 The Guardian shall, at its own cost and expense, provide all the Equipment, labour and funds necessary to complete the conservation and restoration works in accordance with the time-frames stipulated in this Deed.
- 5.2 The Guardian shall be responsible for the receipt at the Tower of all the requisite Equipment. The Guardian shall store the Equipment required for the conservation and restoration works at such location, at the Tower, or off-site, as may from time to time be directed by the Superintendent. The Superintendent or Government shall not bear any responsibility for the safe storage of the Equipment. The Guardian also acknowledges and agrees that any Equipment which is not required for the provision of the Services may not be stored at the Tower.
- 5.3 For the avoidance of doubt, the Government and the Superintendence shall not be obliged to provide any of the Equipment, nor in any manner assist in the management or the performance of the conservation and restoration works, other than as expressly provided herein.

6. Variations and Omissions

- 6.1 The Guardian shall not alter the Conservation and restoration works except as directed in writing by the Superintendent. The Superintendent shall have the power to require reasonable alterations in the conservation and restoration works.
- 6.2 Any work which is not specifically mentioned in this Deed to be part of the conservation and restoration works, but which may be inferred to be necessary for the stability or proper completion or the safe, reliable and efficient operation of the conservation and restoration works must also be carried out by the Guardian and shall be deemed to form an integral part of the conservation and restoration works.



7. Responsibility to Rectify Loss or Damage

- 7.1 If any loss or damage, from any cause whatsoever for which the Guardian is responsible, happens to the Tower, the Guardian shall at its own cost rectify such loss or damage.

8. Insurance and Indemnity

- 8.1 The Guardian shall at its own cost and expense take out adequate insurance in accordance with Good Industry Practice as is utilised to insure damages resulting from the conservation and restoration works. The Guardian shall, upon request, provide proof to the Superintendent that such insurance cover has been taken out and that the last premium due has been paid.
- 8.2 The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 8.1 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.
- 8.3 The Guardian shall indemnify the Government and the Superintendence and hold the Government and the Superintendence harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the conservation and restoration works or which are connected with the conservation and restoration works, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.

9. Protection of the Tower, Safety and Security

- 9.1 The Guardian shall, throughout the execution and completion of the conservation and restoration works:
- 9.1.1 have full regard for the safety of all persons entitled to be upon the property of the Tower and keep the Tower and the conservation and restoration works, at all times, in an orderly state to ensure to the avoidance of danger or risk to such persons' health and safety, as well as that of third parties;



- 9.1.2 comply with all current construction regulations and working rules, as well as any other laws and/or regulations which may be applicable to the Guardian and/or to the conservation and restoration works;
- 9.1.3 take all reasonable steps to avoid damage or nuisance to the public or to property resulting from pollution, noise or other causes arising as a consequence of The Guardian's methods of operation;
- 9.1.4 take all reasonable steps to prevent any unlawful, riotous or disorderly conduct by or amongst the Guardian's staff and any contracted or subcontracted persons involved in the conservation and restoration works and to preserve peace and protection of persons and property in the neighbourhood of the conservation and restoration works and on the Tower as a whole;
- 9.1.5 take all necessary safety precautions to prevent the outbreak of fire in the Tower, falling objects, or any other similar peril;
- 9.1.6 ensure that inflammable materials, compressed gases or gas cylinders which are brought on site for its use are safely stored, transported and used, and it shall keep suitable portable fire extinguishers readily available and close at hand where compressed gases and/or gas cylinders are being used or work necessitates the use of naked flames;
- 9.1.7 remove and dispose of any waste material or rubble which has been produced in connection with the conservation and restoration works; and
- 9.1.8 provide and maintain, at its own cost and expense all lights, guards, fencing, warning signs and surveillance, for the protection of the conservation and restoration works or for the safety and convenience of the public and/or others;

10. Access to the Tower and working hours

- 10.1 Access to the Tower shall be afforded to the Guardian for the purpose of carrying out the conservation and restoration works. The Guardian shall follow the Superintendent's or the Government's reasonable instructions in relation to its conduct in the Tower and the manner in which the Tower is to be accessed.



11. Supply of Water and Electricity

- 11.1 The Guardian shall pay all water and electricity charges incurred in the provision of the conservation and restoration works.

12. Commencement and Completion of Works

- 12.1 The Guardian shall ensure the execution of the conservation and restoration works in accordance with the attached project plan in Appendix 3. The Guardian shall ensure that the conservation and restoration works proceed in accordance with the same project plan with due expedition and without delay to reach completion of the conservation and restoration works in accordance with the time-frames set out in the project plan.
- 12.2 All conservation and restoration works shall be completed in accordance with this Deed by not later than the tenth (10th) anniversary of this Deed.

13. Inspection and Testing

- 13.1 The Government or the Superintendent shall be entitled, at all reasonable times, to inspect, examine and test the materials and workmanship being supplied by the Guardian under this Deed. Such inspection, examination and/or testing shall not release the Guardian from any of its obligations in terms of this Deed.
- 13.2 Upon completion of the conservation and restoration works, the Guardian shall give notice in writing to the Superintendent who shall inspect the Tower to verify completion. If the completion of the conservation and restoration works is to the satisfaction of the Superintendent, the said Superintendent shall issue a completion certificate to this effect.

14. Defects

- 14.1 If, as a result of any inspection, the Superintendent decides that any part of the conservation and restoration works is defective, damaged or in any way not in accordance with the Deed, or that any materials or workmanship is not up to the required standard, the Guardian shall, at its own cost and expense, make good the defect or damage, or replace the materials and workmanship, as the case may be, without any delay.



15. Delay

- 15.1 If the Guardian fails to complete the conservation and restoration works in accordance with the time-lines specified in the project plan in Appendix 3 or by the date set out in Clause 12.2, whichever is the earlier, or by such other date, as may be agreed between the Parties, this Deed may be terminated.

Part B – Management Services

16. Management Services

- 16.1 The Superintendent hereby appoints the Guardian which accepts, to manage the Tower on behalf of the Government in accordance with the terms specified hereunder. The Guardian shall diligently and to the best of its abilities in accordance with Good Industry Practice carry out the Management Services.
- 16.2 The Tower shall be managed by the Guardian as a visitor attraction.
- 16.3 The Government shall have the right to use, free of charge, the Tower for a period not exceeding fourteen (14) days in aggregate in any particular year. In all cases, the Government shall give the Guardian one (1) month notice in writing in advance of the holding of such activity.
- 16.4 The Guardian represents and warrants that it has the necessary expertise, capabilities and resources to carry out the Management Services in accordance with the terms and conditions of this Deed.

17. Right to Generate Revenue

- 17.1 The Guardian shall have the right to utilise the Tower to hold private or public functions against payment and generate revenue from admission fees, donations or fund-raising activities in order to raise the necessary funds to enable it to carry out the main purposes of this guardianship deed.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes, located in the bottom right corner of the page.

17.2 The Guardian shall, prior to the holding of any such private or public functions, obtain the written consent of the Superintendent, for the type of activity/ function to be held except where this falls within any of the following categories:

- a. Educational initiatives;
- b. School or youth training projects;
- c. Exhibitions;
- d. Artistic performances and animation;
- e. Guided tours and lectures;
- f. Official or philanthropic functions hosted or sponsored by the Guardian.

17.3 All revenue accruing from activities organised in the Tower by the Guardian in accordance with the provisions of this clause 17 shall be retained by the Guardian.

18. **Equipment**

18.1 The Guardian shall, at its own cost and expense, provide all the Equipment and labour necessary to provide the Management Services.

18.2 The Guardian shall be responsible for the receipt at the Tower of all the requisite Equipment. The Guardian shall store the Equipment required for the provision of the Management Services at such location, at the Tower, as may from time to time be directed by the Superintendent. The Government and the Superintendent shall not bear any responsibility for the safe storage of the Equipment.

18.3 For the avoidance of doubt, the Government and the Superintendence shall not be obliged to provide any of the Equipment, nor in any manner assist in the provision of the Management Services.

19. **Opening Hours**

19.1 During the first six (6) months from the date of this Deed the Guardian shall not be under any obligation to open the Tower to the public. From the seventh (7th) month until the end of the twenty-fourth (24th) month from the date of this Deed, the Tower shall be open to the public once a month on open days organised by the Guardian. Thereafter, the Guardian shall open the Tower to the public throughout the whole year from Monday to Friday between the hours of ten o'clock in the morning and one o'clock in the afternoon (10:00 to 13:00 hrs) and on public holidays (other than Christmas Day and Christmas Eve, New Year's Day and New Year's Eve, Good

Friday, Easter Sunday and, the feast of Santa Marija on the 15th of August). The Guardian shall ensure that adequate publicity is given to the times and dates of opening. Moreover, the Guardian agrees to make adequate provisions for the opening of the Tower outside these established dates on specific requests from the general public.

20. Insurance and Indemnity

20.1. The Guardian shall, at its own cost and expense, take out adequate insurance, including adequate third party liability and public liability insurance cover, in accordance with Good Industry Practice, having regard to management operations that are required to be carried out in terms of clause sixteen (16) - Management Services - in determining the adequate cover thereof. The Guardian shall, upon request, provide proof to the Government and the Superintendence that such insurance cover has been taken out and that the last premium due has been paid.

20.2 The Guardian shall, if so required by the Government, request that the Government is named as co-assured in the insurances required to be procured by it in terms of clause 0 above. The Guardian shall ensure that this shall not impose any liability on the part of the Government for payment of any premium or calls.

20.3 The Guardian shall indemnify the Government and the Superintendent and hold the Government and the Superintendent harmless in respect of all and/or any claims, demands, proceedings, damages or causes of action arising in relation to the Management Services or which are connected with the Management Services, or any part thereof, or arising out of the negligence or wilful misconduct of The Guardian or any of its employees, agents, representatives or contractors.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a cursive representation of a name.

Part C – General

21. It is being declared for all intents and purposes that, the Minister responsible for cultural heritage shall, within four (4) weeks after the publication of this deed, or if the House is not then in session, within four (4) weeks of the date when the House next meets, lay a copy thereof on the Table of the House. It is further being declared that if on a motion tabled not later than twenty eight days (28) after the laying on the Table of the House of a copy of this guardianship deed the House resolves that the guardianship deed shall be rescinded, this deed shall be automatically rescinded upon the passing of the resolution.

22 Title

- 22.1 The Guardian shall not acquire any title, interest, or right in the Tower or any of the moveable artefacts located in the Tower during the term of this Deed and nothing in this Deed shall be construed as granting the Guardian any such title, interest, or right.

23 The Guardian's Obligations

- 23.1 The Guardian shall furnish the Superintendent with an updated copy of the statute of the Guardian and of the names and addresses of the persons who, from time to time, hold the offices of Executive Chairman and Deputy Chairman of the Guardian, or such other post(s) as entitles its holder(s) to the legal and/or judicial representation of the Guardian. Any changes to the statute of the Guardian shall be notified in writing to the Superintendent of Cultural Heritage within one (1) week from their adoption.
- 23.2 The Guardian shall ensure that no defacement, mutilation or alteration, the addition of accretions or the fixture of commemorative plaques, information panels or similar items and any other form of fixture, shall take place directly on the property comprising the Tower and on any work or record or trace relating to or having any historical, artistic, archaeological or antiquarian value which may exist or eventually be discovered in the Tower, and it is expressly agreed that any object, work or trace having such value, which may at any time be found in the Tower, is to be notified to the Superintendent and is to be dealt with in accordance with his instructions.
- 23.3 The Guardian shall be responsible for the proper use and upkeep of the Tower, including the existing decorative structures and the fixtures and fittings therein and shall at all times keep the Tower in a good state of repair and condition. Moveable collections, office furniture or equipment, furnishings, artefacts and exhibits belonging to The Guardian as at the date of this Deed, shall remain the property of The Guardian,

but the Guardian shall not acquire any rights over the Tower or any other movable objects, decorative structures, artefacts and/or fixtures therein.

- 23.4 The Guardian shall not install, place or otherwise expose any promotional or advertising display or other material within or around the Tower without the prior written approval of the Superintendent which approval shall not be unreasonably withheld and which approval shall be deemed to have been granted unless it is refused within two (2) weeks from receipt of the relevant request.
- 23.5 At the end of each financial year the Guardian shall submit to the Superintendent not later than four (4) months from the end of the relevant financial year, an audit report and financial statements, duly certified by a qualified auditor, in respect of the Tower, indicating the revenue obtained, the expenditure incurred, and the surplus generated in respect of the Tower during the relevant financial year.
- 23.6 In conformity with the stipulations of the Cultural Heritage Act, not later than six weeks after each anniversary of the guardianship deed, the Guardian shall transmit to the Minister, the Superintendent and the Committee of Guarantee, a report of its activities in relation to the cultural property and on the way it has executed the guardianship deed during the previous year. A copy of such report shall be laid on the table of the House by the Minister.
- 23.7 The surplus funds, if any, in respect of the Tower shall be credited to a 'General Conservation Fund' administered by the Guardian for the upkeep and restoration of properties managed by the Guardian on behalf of the Government.

24 Personnel

- 24.1 The Guardian shall at all times engage, at its own expense, suitably trained and qualified personnel.
- 24.2 The Guardian shall ensure that all personnel engaged by it maintain a smart and clean appearance. The Guardian shall also ensure that its personnel or other authorised representatives wear suitable means of identification provided by the Guardian, as approved by the Superintendent, when on Tower premises.

25 Security

- 25.1 The Guardian shall install, at its own cost and expense, an adequate security system including, without limitation, the installation of CCTV cameras, as may be necessary



for the provisions of the Services and the protection of the Tower and any moveable artefacts.

26 Continuous Improvement and quality

- 26.1 The Guardian shall ensure that all aspects of the Services are the subject of, and are provided in accordance with, a quality management process which provides continuous quality assurance.

27 Regulatory Compliance

- 27.1 The Guardian shall comply with all applicable laws and regulations and obtain all necessary licences, permits or authorisations, including without limitation any building or development permit or licence, in performing its obligations undertaken pursuant to this Deed.
- 27.2 The Guardian shall be responsible for ensuring that any equipment used and/or installed on the property of the Tower, as well as the Services, comply in all respects with all applicable laws and regulations.

28 Health and Safety

- 28.1 The Guardian shall comply with the Occupational Health and Safety Authority Act (Cap 424 of the Laws of Malta) and all other applicable legislation, statutory rules and regulations regarding health and safety matters.
- 28.2 The Guardian shall be solely responsible for the health and safety of its employees and all other persons who may be affected by the Guardian's operations while performing any activity at the Tower. The Guardian shall also be responsible for any damage to the Tower that may be caused by any negligent and/or wilful act or omission attributable to the Guardian, any member of its staff, any of its contractors, subcontractors, agents and/or representatives.

29 Costs

- 29.1 All expenses incurred by or on behalf of the Parties, including all fees of professional advisers employed by either of the parties in connection with the negotiation,



preparation and execution of this Deed shall be borne solely by the Party which incurred them.

30 Force Majeure

30.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this Deed to the extent that its performance is interrupted or prevented by a Force Majeure Event, subject to the affected party:

- a. promptly notifying the other party in writing of the cause of the delay or non-performance and the likely duration of the delay or non-performance; and
- b. using its best endeavours to limit the effect of that delay or non-performance on the other party.

30.2 Such delay or failure shall not constitute a breach of this Deed and the time for performance shall be extended by a period equivalent to that during which performance is so prevented.

31 Amendments

31.1 No amendment of this Deed shall be effective unless it is in writing and signed by the Superintendent and the Guardian.

32 Waivers and Remedies

32.1 Except as otherwise stated in this Deed, the rights and remedies of each party under this Deed:

- a. are in addition to and not exclusive of any other rights or remedies under this Deed or the general law; and
- b. may be waived only in writing and specifically.

32.2 Delay in exercising or non-exercise of any right under this Deed is not a waiver of that or any other right.

32.3 Partial exercise of any right under this Deed shall not preclude any further or other exercise of that right or any other right under this Deed.



- 32.4 Waiver of a breach of any term of this Deed shall not operate as a waiver of any breach of any other term or any subsequent breach of that term.

33 Duration of Deed and Termination

- 33.1 The guardianship deed is being entered into for a period of ten (10) years, with effect from the date of this deed, at the end of which period the deed will be considered to have expired. Thereafter renewal of the guardianship deed for further terms will have to be reconsidered.
- 33.2 The Minister, after consulting the Superintendent and the Committee of Guarantee may at any time be entitled to terminate this Deed if any condition stipulated in this deed or the provisions of the Cultural Heritage Act are not observed by the Guardian. If any material violation is brought to the notice of the Guardian in writing by the Superintendent, the Guardian shall have two (2) months to commence corrective action and shall proceed with such action diligently to completion. If corrective action is not commenced by the Guardian and successfully followed to completion, this Deed may be terminated by the Government or the Superintendent.
- 33.3 The Government shall also be entitled to terminate this Deed if the Guardian becomes unable to pay its debts, requests suspension of payments or is declared to be insolvent, or becomes the subject of insolvency proceedings.
- 33.4 Termination in terms of this clause 33 is to be in writing and to be sent to the Guardian by registered letter. The Deed shall be deemed to have been terminated upon receipt of such letter by the Guardian.

34 Severance

- 34.1 If any provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
- a. the legality, validity or enforceability in that jurisdiction of any other provision of this Deed; or
 - b. the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Deed.
- 34.2 Whilst the parties consider the provisions contained in this Deed reasonable, having taken independent legal advice, if any one or more of the provisions are adjudged alone or together to be illegal, invalid or unenforceable, the parties shall negotiate in



good faith to modify any such provisions so that to the greatest extent possible they achieve the same effect as would have been achieved by the invalid or unenforceable provisions.

35 Assignment and Subcontracting

- 35.1 Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Deed without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that Government may, without requiring the Guardian's consent, assign, or in any other manner transfer, this Deed to any government body which is designated to be responsible for the Tower, the conservation and restoration works and/or the Management services.
- 35.2 The Guardian shall not subcontract the Services, or any part thereof, under this Deed without the Superintendent's prior written consent.
- 35.3 Without prejudice to clause 17.1, the Guardian shall ensure that the property or parts thereof shall not be let to third parties, and the guardian shall also be prohibited from making out or in any other way transfer the guardianship to third parties.

36 Entire Deed

- 36.1 This Deed constitutes the entire Deed between the parties with respect to the subject matter of this Deed and supersedes and extinguishes any prior drafts, Deeds, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.

37 Reliance

- 37.1 Each party acknowledges to the other that it has not been induced to enter into this Deed nor has it relied upon any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Deed. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Deed shall be for breach of contract under the terms of this Deed and it shall have no right of action against any other party in respect of any representation, promise, assurance, warranty or undertaking not contained in this Deed.



38 Fraud

- 38.1 None of the provisions of this Deed shall be construed as to exclude any liability which either party would otherwise have to the other, or any right which either of them may have to rescind this Deed in respect of any statements made fraudulently by the other prior to the execution of this Deed, or any rights which either of them may have in respect of fraudulent concealment by the other.

39 Survival of Obligations

- 39.1 Notwithstanding anything contained herein to the contrary, the provisions which are expressed to survive expiry or termination, or which are impliedly expected to do so, shall survive expiry or termination of the Deed for any reason whatsoever and shall continue in full force and effect thereafter.

40 No Agency

- 40.1 Nothing in this Deed is intended to or shall operate to create a joint venture of any kind between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

41 Notices

- 41.1 All notices between the parties with respect to this Deed shall be in writing and signed by or on behalf of the party giving it.
- 41.2 Any such notice may be served by delivering it by hand, and/or by registered mail, to the address of the addressee set out below or to an email address, or to such other address in Malta as the addressee may from time to time have notified for the purpose of this Clause 41. Notices shall be deemed to have been received: if delivered by hand, on the day of delivery; or if sent by registered mail, on confirmation of successful delivery.



41.3 The addresses of the parties for the purposes of this Clause are:

a. The Superintendent

The Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

For the attention of: The Superintendent of Cultural Heritage

b. The Guardian

Fondazzjoni Wirt Artna
Notre Dame Gate
St Edward's Street
Vittoriosa BRG 9038

For the attention of: The Executive Chairman

42 Dispute Resolution and Governing Law

42.1 Any dispute arising out of or in connection with this Deed shall be brought before and settled by the Courts of Malta.

42.2 This Deed shall be governed by and construed in all respects in accordance with the Laws in force in Malta from time to time.

It is being declared that no duty on documents and transfers or capital gains tax are payable on this deed and since no transfer or creation of real rights are involved, chapter two hundred forty six (246) of the Laws of Malta is not applicable.

As the documents annexed to this Deed exceed five in number a list of documents is being annexed hereto and marked with the letter "X".

This Deed, the import whereof has been duly explained by me, the undersigned Notary to the parties hereto according to the law, has been done, read and published in Malta, Valletta, at the Ministry for Justice, Culture and Local Government, number thirty (30), Old Treasury Street.



(Signed)

Anthony Pace

M Farrugia

G Said

Dr Keith Francis German

Chief Notary to Government

True copy of the original

Today

4/1/2014

DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

"X"

List of Documents

Appendix 1: The Guardian Management Plan and Programme for the Conservation and Restoration Works;

Appendix 2: Plan of St. Thomas Tower, Marsascala

Appendix A: Authorisation from Minister responsible for Culture

Appendix B: Authorisation from Minister responsible for Lands

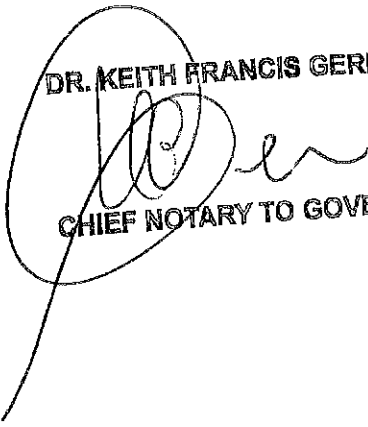
Appendix C: Authorisation from Commissioner of Land

Appendix D: Advice Committee of Guarantee;

Document A1: Board Resolution

(Signed)
Anthony Pace
M Farrugia
G Said
Dr Keith Francis German
Chief Notary to Government

True copy of the original
Today 4/1/2017

DR. KEITH FRANCIS GERMAN

CHIEF NOTARY TO GOVERNMENT

Appendix 1

St. Thomas Tower

Management Plan

*Handwritten signature*

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Management Plan

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Management Plan

Fondazzjoni Wirt Artna

Since its set-up in 1987, *Fondazzjoni Wirt Artna* has embarked on various projects aimed at bettering the understanding and preservation of Malta's cultural heritage. Over time, *Fondazzjoni Wirt Artna* established itself as one of the leading NGO's on the island. All this was achieved through hard work on several rehabilitation and restoration projects of cultural properties and by re-proposing the sites to the general public.

Main aims of plan

The foundation's aim is to protect, conserve, manage and display Malta's Knights period military heritage: St. Thomas Tower (Marsaskala).

In essence, *Fondazzjoni Wirt Artna* aims to:

- Conserve the sites
- Use the sites as a sustainable visitor attraction
- Grant public access to the sites
- Understand better the sites' cultural, historical and social relevance
- To recreate aspects from the past through historical re-enactments
- Contribute towards diversification of National's Cultural Tourism and Educational product.

Description and Statement of Significance

Description

Following the Great Siege of 1565, it was soon obvious that more adequate fortifications were necessary all around Malta. Works immediately started on the Grand Harbour, building the city of Valletta and fortifying the three cities. However by the 17th century it was imperative to guard also the rest of the island and not only the harbour area. Apart from the locally run militia financed by the *Universita*, there existed no adequate form of coastal watching system. For such purpose the Knights of St. John began to construct a series of coastal guard towers. Initially these were to serve as an early-warning system but were later upgraded to fight back in the event of an invasion.

The coastal guard towers were not built at one go. These were built over a period of 50 years and under three different Grand Masters.

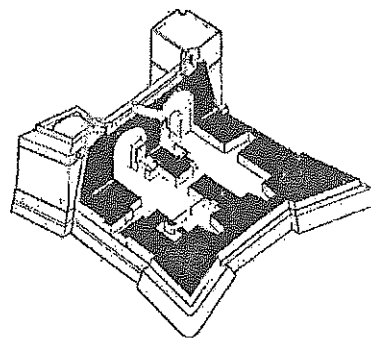
The first set of towers was built under Grand Master Alof de Wignacourt (1601–22) who between 1609 and 1620 built six towers in all. These towers were large and had a square shape making it resemble more like a fort. In fact sometimes these were also given the names of *fortini*. Due to the lack of fortifications at that time, the towers were more meant to be strong points rather than mere watch towers. In fact the structures had heavy turrets and could also be armed with heavy artillery on the roofs. In times of war, these towers could also be garrisoned by a sizable detachment of troops.

By 1636 a new typology of tower was envisaged. Under Grand Master Lascaris (1636–57) some six towers were built between 1636 and 1657. The new towers were slender in shape and were mostly located on previously militia guarded posts. It should be noted that the new towers had a passive role meant only to relay messages to Valletta, Mdina or the three cities from where eventually troops would be sent out to fight the enemy.

However it was under Grand Master De Redin (1657-60) that this system was further amplified and perfected. Between 1658 and 1659 some 13 towers similar to their previous ones built under Grand Master Lascaris were constructed. The majority of these were located on the western coast of the island, thus securing all landing places on this part of Malta.

St. Thomas Tower belongs to the first set of towers built under Wignacourt. Located in Marsascala, it garrisons the opening of St. Thomas Bay. The cost of the tower amounted to about 13450 *skudi*. The tower was built after a series of invasions by the Turkish army on the Maltese islands. In one of these invasions in 1614, some 60 vessels were put ashore in St. Thomas bay sending to the ground an army of 5000 men under the command of Khalil Pasha. Fortunately for the Order, a garrison from nearby St. Lucjan tower in Marsaxlokk was able to push back the attack.

St. Thomas tower was also provided with a ditch and a bascule type of drawbridge. In times of war, the tower could garrison up to 200 men. According to documents dated 1785, St. Thomas tower had 26 barrels of gunpowder which was a significant amount of ammunition considering that these towers were not allowed to house large amounts of armaments. Also at some point the tower was armed with four 10 pounders iron guns.



Cultural Heritage Values

Military and Symbolic

Travelling around the islands' coast, these towers are immediately recognised as prominent landmarks. Their value might not be obvious at first sight. Some might look at them considering their long lost glory. However which way one looks at them continuity can be made out. The towers have changed radically, from a Military past to a Symbolic present.

Shifting military trends and technology might have put towers into secondary light. However their symbolic value has not been lost. Standing monuments of a bygone era, nowadays these towers are frequently used as national emblems of the need to protect our culture in its integrity. Case in point is the logo of *Fondazzjoni Wirt Artna* which has adopted a stylised version of these towers

Apart from the symbolic value, the towers also had a practical value. Looking back a couple of centuries during the knights period, the building of the towers offered a 'modern' and adequate way to protect the population from Turks' and corsairs' pillaging campaigns on the island's shores. Though militia services were available previous to their building, the new structures set up a more systematic way of relying signals to the nearest garrison. As a result interventions were prompt thus limiting damages.

Whether past or present these towers have been and are still part of our cultural heritage. Having stood for so long defending our shores, the least we can do today is saving them from oblivion not only for future generations but also as a symbol of our effort to protect the Island's vast cultural heritage.

XO

Key Issues

Conservation and Access

Access and sustainability

The tower was handed over to Fondazzjoni Wirt Artna in 2008 to be restored and opened to the public as a heritage attraction. Having been used as a store in the recent past, it is in need of some serious works. Due to its vicinity to the sea, the Tower as well as the battery in front, have suffered significant weathering. Since 2008, preliminary restoration works were carried out, giving the tower a more decorous image.

Currently the Tower can be visited by appointment. Nevertheless Fondazzjoni Wirt Artna is also working on a permanent exhibit in order to offer the best interpretation to visitors and get a better understanding and enjoyment of the site.

Given the entity and unique features of the site, *Fondazzjoni Wirt Artna* thought about the possibility of setting up a museum of Piracy and Corsairing in the Mediterranean. A multi-lingual audio-visual will also be shown in a specifically set room to feature the history of the tower and a more complete description of its architecture. *Fondazzjoni Wirt Artna* will be taking a multi-purpose approach by allowing space for other uses such as conferences, meetings and film shows.

Finally given the panoramic views from the roof, an explanatory board will be installed at that level to explain the present vista and also the historic context of the tower and the original Knights' period defences in the area.

Site Security

All sites are regularly monitored in order to ensure their security and good state. In case of St. Thomas tower in the near future a CCTV system will be installed as a deterrent against vandal acts.

Conservation

Fondazzjoni Wirt Artna believes that adequate restoration and reconstruction works are necessary to bring back the site to its original state. As experienced in past projects, all works will be carried out according to scientific standards and in an ethical manner. Removal of modern additions has been undertaken in the last months in order to reinstate the original spaces within the tower. Also all major features such as the drawbridge will have to be restored to a working order and the ditch has to be cleaned and excavated to its original level. The roof level battery will be reconstructed to appear as it would have been at the time when it was in use complete with replica cannon, shot and implements. Finally the implementation of a general maintenance scheme is seen as obligatory to keep the building in a good state of maintenance.



Yob

Objectives

Long Term Objectives

- *Fondazzjoni Wirt Artna* will be working to establish St. Thomas Tower as one of its main attractions and to present its visitors with an efficient exhibition centred on Malta's military heritage and the Piracy and Corsairing theme.
- *Fondazzjoni Wirt Artna* will be working to establish St. Thomas Tower as a central piece in a tour linking related sites in a coastal defence trail.

Sustainable tourism

- *Fondazzjoni Wirt Artna* will be working to setup exhibitions related to the Corsairing and Piracy as a main theme.
- *Fondazzjoni Wirt Artna* will ensure that any exhibitions held will be designed in order to fulfil visitors' curiosity and their lack of knowledge regarding this subject.

Conservation Objectives

- *Fondazzjoni Wirt Artna* will ensure that all sites and their surroundings are brought to their original splendour, by conservation and restoration works to be carried out to the highest international standards.

Research and documentation objectives

- *Fondazzjoni Wirt Artna* will be working on increasing public awareness related to cultural heritage.

Selected Bibliography

Freller, T. 1999. *Knights, Corsairs and Slaves in Malta*, PIN.

Scicluna, P. H. 1969. *The Order of St. John of Jerusalem & Places of Interest in Malta & Gozo*, Malta.

Spiteri, C. S. 2008. *The Art of Fortress Building in Hospitaller Malta*, Book Distributors Ltd.

Zammit, V. 1999. *Is-Swar u L-Fortifikazzjonijiet*, PIN.

Dan hu dokument uffiċjali għall-użu biss fir-Registru tal-Artijiet

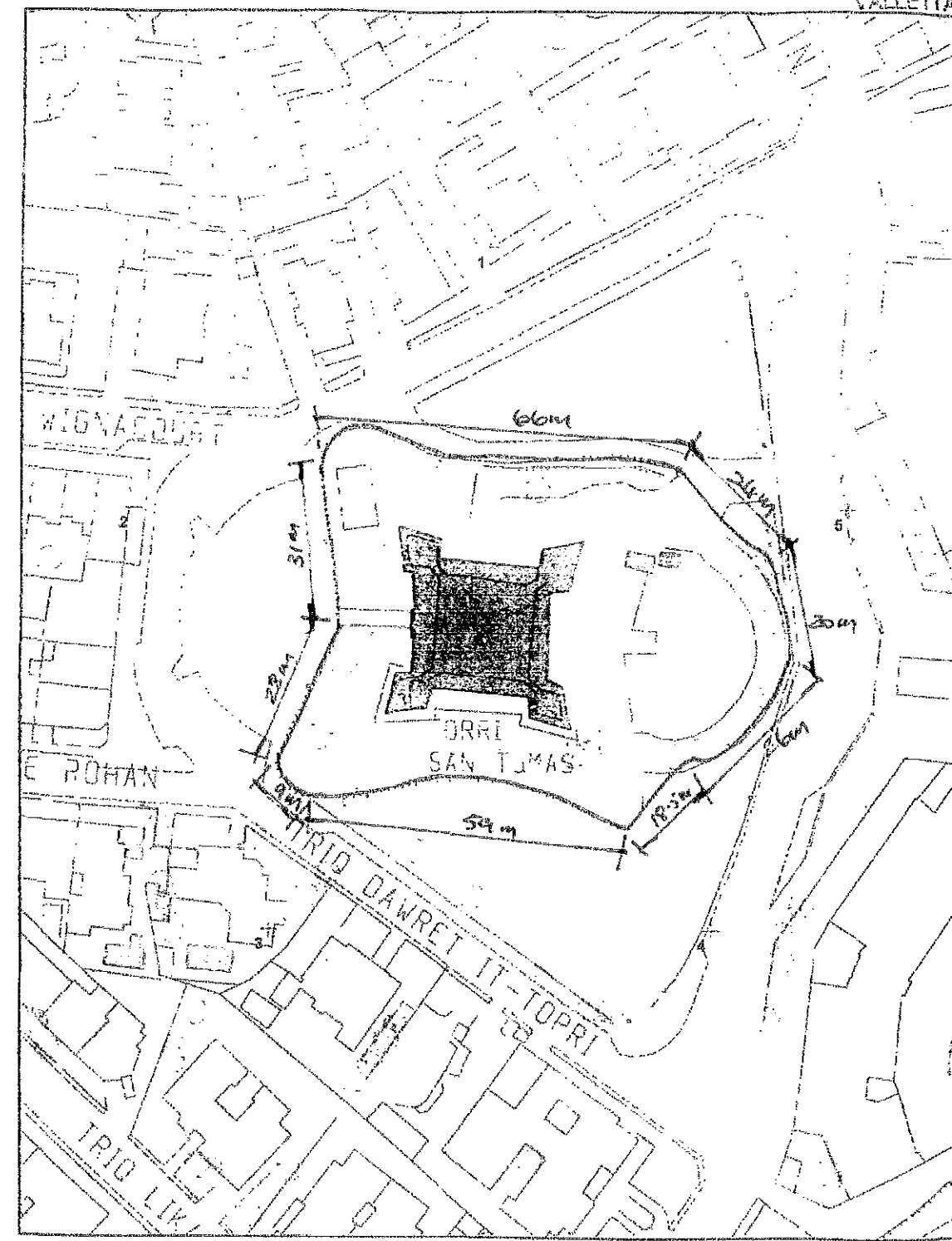
GOVERNMENT PROPERTY DIV:

ALBERGE DE BAVIERE

This is an official document for Land Registry use only

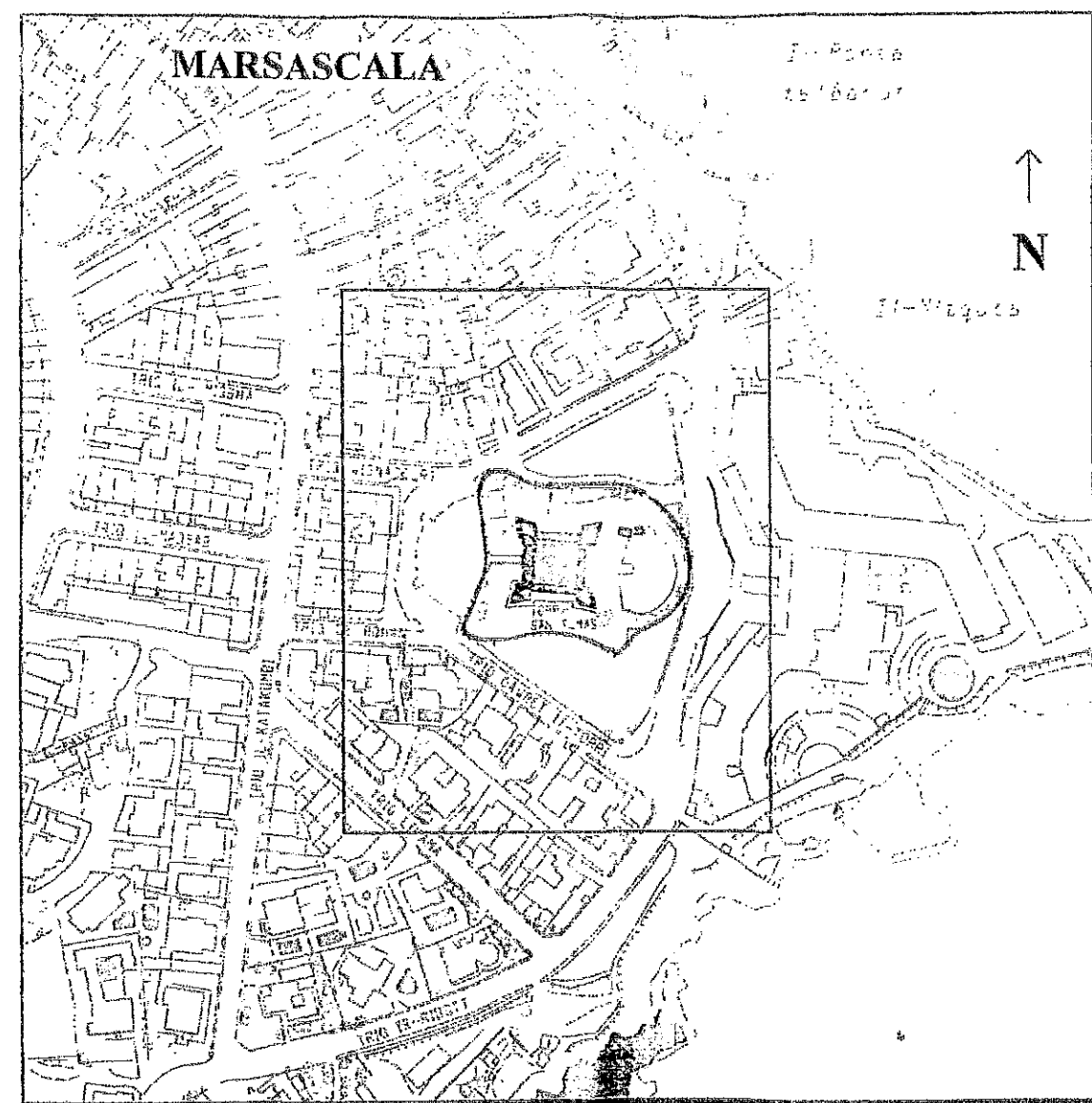
[58 - Divizjoni tal-Artijiet tal-Gvern]

VALLETTA



Scale 1:1000 Skala

0 m 20 m 40 m 60 m 80 m 100 m



Gvern Ta' Malta

Pjanta tas-sit 1:2500 Site Plan

Government of Malta

Registru tal-Artijiet

Land Registry

Casa Bolino, 116 Trig il-Punent, Valletta



Casa Bolino, 116 West Street, Valletta

Nru tal-Mappa: Map Number:	318764M	Pozizzjoni Ċentrali: Centre Coordinates:	x = 61463 y = 68835	Parti minn SS: Extracted from SS:	6068	Data: Date:	21/08 2015
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Perit
Architect:

Timbru tal-Perit
Architect's Stamp

[Signature]

Perit Stefan Scotti
Management Department

Qies (metri kwadri)
Area (square metres)

Firma tal-Applikant
Applicant's signature

Area 4,922 m² (circa)

Dritt Mhallas
Fee Paid

[Signature]

Appendix A



PARLIAMENTARY SECRETARIAT FOR JUSTICE
OLD TREASURY STREET, VALLETTA, MALTA

15th December 2016

Dr Anthony Pace
Superintendent of Cultural Heritage
Superintendence of Cultural Heritage
173, St Christopher Street
Valletta

Dear Dr Pace

Ref. Guardianship Deeds with Fondazzjoni Wirt Artna

Following the consent of the Prime Minister and the advice of the Committee of Guarantee of 22 February 2016, in accordance with Article 48 of the Cultural Heritage Act (CAP 445), you are hereby authorised, in your capacity as Superintendent of Cultural Heritage, to conclude a Guardianship Deeds under the terms and conditions of the said Act, with the purpose of entrusting Fondazzjoni Wirt Artna, with the management of the following Government-owned properties as duly described in the said deeds:

Fort Rinella - Kalkara
Notre Dame Gate – Vittoriosa
Xghijra Tower
Madliena Tower
Pillbox at Madliena
Military Bridge at Madliena
Fougasse at Madliena
R15 Reserve Post at Naxxar
Ab1 beach post at Mellieha
RaO beach post at Kalkara
French Post at Vittoriosa

The above authorisation is without prejudice to decisions of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act. The properties to be held in guardianship shall remain subject to surveillance of the Superintendent of Cultural Heritage.

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,

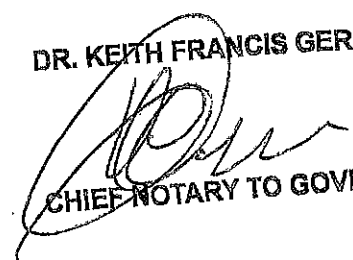


The Hon. Dr Owen Bonnici
Minister for Justice, Culture and Local Government

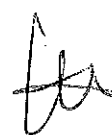
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Today 16/12/2016

DR. KEITH FRANCIS GERMAN



CHIEF NOTARY TO GOVERNMENT



Appendix B



15th December 2016

SEGRETARJAT PARLAMENTARI GHALL-IPPJANAR
U S-SIMPLIFIKAZZJONI AMMINISTRATTIVA
BERĠA TA' KASTILJA, VALLETTA, MALTA

Hon. Owen Bonnici MP –
Minister for Justice, Culture and Local Government
VALLETTA.

Thru': The Hon. Dr Joseph Muscat
Prime Minister

Dear *Hon Bonnici,*

Guardianship Deeds with Fondazzjoni Wirt Artna

Following our discussions on the matter and following the advice of the Committee of Guarantee of 22 February 2016, in accordance with Article 48 of the Cultural Heritage Act (CAP 445), I do hereby give my consent to the conclusion of Guardianship Deeds under the terms and conditions of the said Act, with the purpose of entrusting Fondazzjoni Wirt Artna, with the management of the following Government-owned properties as duly described in the said deeds:

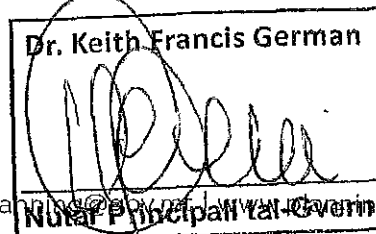
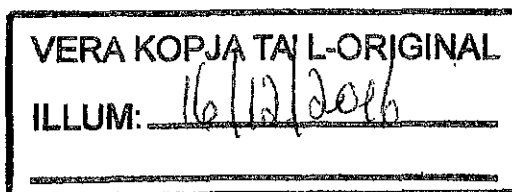
Fort Rinella - Kalkara
Notre Dame Gate – Vittoriosa
Xghijra Tower
Madliena Tower
Pillbox at Madliena
Military Bridge at Madliena
Fougasse at Madliena
R15 Reserve Post at Naxxar
Ab1 beach post at Mellieha
RaO beach post at Kalkara
French Post at Vittoriosa

The above authorisation is without prejudice to the decision of the Committee of Guarantee, as prescribed in relevant provisions of the Cultural Heritage Act. The properties to be held in guardianship shall remain subject to surveillance of the Superintendent of Cultural Heritage.

The present authorisation shall be referred to and annexed to the Guardianship Deed.

Yours sincerely,

Hon Deborah Schembri
Parliamentary Secretary for Planning and Simplification of Administrative Processes



Appendix C

Vella Mario at MFEI

From: Fenech Tonio at MFEI
To: Vella Mario at MFEI
Cc:
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna
Attachments:

Sent: Mon 18/01/2010 12:18

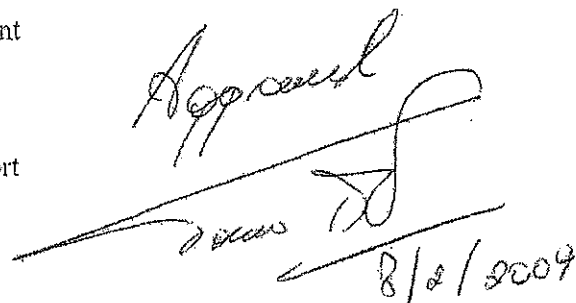
Print and place intra

From: Mamo Albert V at GPD
To: Fenech Tonio at MFEI; Cristina Dolores at MEDC
Cc: Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Pace Anthony at Heritage Superintendence; Mintoff Lino at MFEI
Sent: Thu Jan 14 09:23:00 2010
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,



8/2/2009.

TONIO FENECH B.A. (Hons.) Accty., F.I.A., C.P.A. M.P.
 MINISTER FOR FINANCE, THE ECONOMY AND INVESTMENT

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

Reference is made to nine requests by CEO Fondazzjoni Wirt Artna dated 14th December 2009 for the transfer of a number of properties by guardianship namely:- Couvre Port (ground floor only) Birgu, Tower at Triq il-Wiesgha, Xaghjra, Notre Dame Gate, Birgu, Is-Simbilja medieval hamlet, l-o Dingli, Madliena Tower and adjacent structures, Room off Mediterranean Street and Bridge and Weir at Pembroke, St. Thomas Tower Marsacala, Pillboxes at Mellieha, Naxxar and Kalkara and Fort Rinella Kalkara. All these properties are already held by the Fondazzjoni either on encroachment terms or under some form of agreement with government.

The Parliamentary Secretary for Revenue and Lands has no objection to this request. Clause 48. (1) of (Chapter 445) Culture Heritage Act stipulates :-

48. (1) The Superintendent may with the authority in writing of the Minister, in concurrence with the Minister responsible for lands, enter by public deed, into a guardianship contract with a local council or with a non-government organization whereby the custody and administration of immovable cultural property is passed over to the local council or the non - government organisation, as the case may be, in accordance with the provisions of this Act and of such

regulations as may be prescribed and to such conditions not inconsistent therewith as may be contained in the deed. The guardianship deed shall state the term for which it is entered, which term shall be approved by the Superintendent on a case by case basis, following the careful consideration of the feasibility and scale of undertaking of each proposal.

In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo

Commissioner of Land

(Government Property Division)

Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; . E-mail: albert.v.mamo@gov.mt

Website -: <http://www.gpd.gov.mt>

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END OF TEXT



Pace Anthony at Heritage Superintendence

Appendix C

From: Mamo Albert V at GPD
Sent: 24 February 2010 12:19
To: Pace Anthony at Heritage Superintendence
Cc: Azzopardi Jason at MFEI; Bezzina Alfred at GPD; Minto Lino at MFEI; Mifsud Alfred G at GPD
Subject: FW: Grant of Guardianships on government property to Fondazzjoni Wirt Artna

Superintendent
Cultural Heritage

Dear Sir,

Grant of Guardianships on Government Property to Fondazzjoni Wirt Artna

You may wish to note that approval has been given by Minister of Finance, the Economy & Investment for the allocation of the properties mentioned hereunder to you so that you may enter upon guardian ship deeds with Fondazzjoni Wirt Artna. I have not received any approval from the Minister responsible for Cultural Heritage and it is up to you to obtain it unless it has been obtained already.

In so far as G.P.D. is concerned, the properties are being allocated to you and the accounts are being closed as on the 28th February 2009. The Estate Management Department shall be forwarding to you three copies of each PD plan showing the properties as held on lease so that you may conclude the deeds of guardianship. As to the Notary, it is suggested that you ask the Notary to Government to publish the deeds as our notaries are overloaded with work.

A.V. Mamo
Commissioner of Land

Hon. Minister of Finance, the Economy & Investment

Hon. Minister of Education, Culture, Youth and Sport

Hon. Ministers,

TRANSFER OF PROPERTY BY GUARDIANSHIP TO FONDAZZJONI WIRT ARTNA

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In virtue of the above mentioned clause you may wish to approve that the property in question be granted by a guardianship deeds under terms and conditions to be decided by the Superintendent Cultural Heritage.

A.V. Mamo
Commissioner of Land

(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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END OF TEXT

Thanks & Rgds

Albert V. Mamo

Commissioner of Lands
Land Dept.
(Government Property Division)
Auberge de Baviere, Valletta VLT 2000; ☎ Tel.: 22953330; ✉ E-mail: albert.v.mamo@gov.mt
Website -: <http://www.gpd.gov.mt>

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COMMITTEE OF GUARANTEE

22 February 2016
Hon Dr O. Bonnici
Minister of Justice, Culture and Local Government
Valletta

Dear Hon Minister Bonnici,

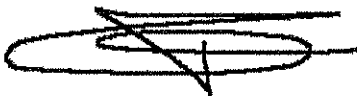
Following a recent meeting of the Committee of Guarantee it has been unanimously decided that Fondazzjoni Wirt Artna is to be given Guardianship deeds for the following properties:

- 1) Fort Rinella, Kalkara
- 2) Heritage Sites in Pembroke: Madliena Tower and adjacent structures; Room off Mediterranean Street; and, Bridge & Weir, Pembroke
- 3) Tower at Triq il-Wiesgha, Xaghjra
- 4) World War II Pill Boxes: Reserve Post R15 (Naxxar); AB1 Beach post (Mellieha); and, RAO beach post (Kalkara)
- 5) Notre Dame Gate, Vittoriosa
- 6) St. Thomas Tower, Marsascula

All documentation necessary for this action is attached to this letter.

Sincerely yours,

Dr Timmy Gambin
Chairperson, Committee of Guarantee

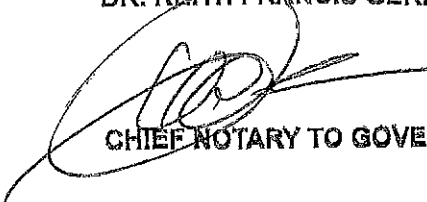


CC Mr R. Muscat; Dr T. Pace & Mr M. Farrugia

True copy of the original

Today 16/12/2016

DR. KEITH FRANCIS GERMAN



CHIEF NOTARY TO GOVERNMENT



Doc "A1"



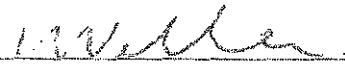
Fort Rinella, St. Rocco Rd,
KALKARA, CSP 11
Tel/Fax: (+356) 21809713
e-mail: fwa@waldonet.net.mt

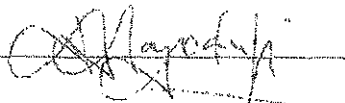
POWER OF ATTORNEY

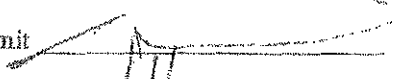
This 7th day of August of the year 2003.

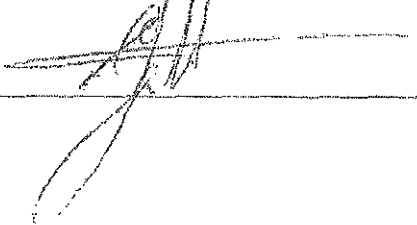
The board of Trustees hereby authorizes Mr Mario Farrugia and Dr George Said, Chairman and Vice-Chairman of the Board of Trustees of Fondazzjoni Wirt Artna, to represent the Foundation on all matters regarding all Guardianship Deed to be agreed and signed with the Superintendence of Cultural Heritage representing the Government of Malta.

Signed by:

Dr Nicholas Vella 

Joseph Magro Conti 

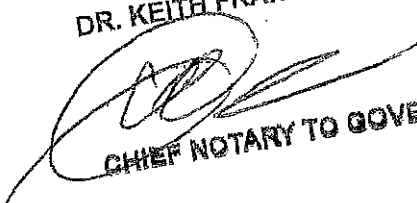
Raymond Cachia Zammit 

Christopher Gatt 

True copy of the original

Today 16/12/2016

DR. KEITH FRANCIS GERMAN


CHIEF NOTARY TO GOVERNMENT

