



Treaty Series No. 40 (1946)

# AGREEMENT

BETWEEN HIS MAJESTY'S GOVERNMENT  
IN THE UNITED KINGDOM AND THE  
GOVERNMENT OF THE REPUBLIC OF ICELAND

CONCERNING THE TRANSFER OF REYKJAVIK  
AIRFIELD TO THE ICELANDIC GOVERNMENT

(WITH EXCHANGE OF NOTES)

REYKJAVIK, 4<sup>TH</sup> JULY, 1946

*Presented by the Secretary of State for Foreign Affairs  
to Parliament by Command of His Majesty*

LONDON  
HIS MAJESTY'S STATIONERY OFFICE  
ONE PENNY NET

AGREEMENT BETWEEN HIS MAJESTY'S GOVERNMENT IN THE  
UNITED KINGDOM AND THE GOVERNMENT OF THE REPUBLIC  
OF ICELAND CONCERNING THE TRANSFER OF REYKJAVIK  
AIRFIELD TO THE ICELANDIC GOVERNMENT.

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*Reykjavik, 4th July, 1946.*

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THE Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Iceland: Desiring to amplify and give effect to the Agreement embodied in the notes exchanged at Reykjavik on the 12th October, 1944<sup>(1)</sup> have agreed as follows:—

ARTICLE 1.

The Reykjavik airfield, runways and all immovable installations constructed thereon and owned by the Government of the United Kingdom shall, from the coming into force of this Agreement and subject to the provisions of this Agreement, revert to and become the property of the Republic of Iceland without any payment or other obligations than those stated hereafter. On the coming into force of this Agreement, the Government of the United Kingdom shall hand over the Reykjavik airfield together with its runways and immovable installations to the Icelandic Government.

ARTICLE 2.

All movable installations and equipment required for the operation of the airport shall be made available to the Icelandic Government at a price to be agreed upon separately, but the Government of the United Kingdom reserve the right to remove any such installations or equipment as shall not be purchased within one month from the coming into force of this Agreement.

ARTICLE 3.

On coming into force of this Agreement the Government of the United Kingdom shall make available the Direction Finding Station at Sandgerdi to the Icelandic Government together with such associated equipment as the Icelandic Government may desire to purchase, at a price to be agreed upon separately, but the Government of the United Kingdom reserve the right to remove this installation and any equipment which is not purchased within one month from the coming into force of this Agreement.

ARTICLE 4

On the coming into force of this Agreement the Government of the United Kingdom shall transfer to the Icelandic Government responsibility for the operation of the radio installation at Vik. The final disposal of the Loran equipment will be decided between the contracting Governments when agreement has been reached with the Provisional International Civil Aviation Organisation and the United States authorities.

ARTICLE 5.

Having regard to the difficulties as regards skilled and trained personnel which the Icelandic Government may experience during the initial period

<sup>(1)</sup> "Treaty Series No. 39 (1946)," Cmd 6993.

after the taking over of the above-mentioned facilities, the Government of the United Kingdom agree that sufficient British personnel shall remain behind to train and assist Icelandic nationals in the operation of the installations and equipment for a maximum period of eight months from the coming into force of this Agreement, the number, qualifications, &c., to be agreed upon between Royal Air Force and the Icelandic civil aviation authorities.

ARTICLE 6.

So long as Royal Air Force technical personnel remain in Iceland in accordance with Article 5, additional Royal Air Force personnel shall be permitted to remain in Iceland for the purposes of catering, supervision, packing and disposal of surplus material, and other related purposes.

ARTICLE 7.

During the period referred to in Article 5, military aircraft shall be permitted ordinary use of the Reykjavik airfield and its installations and equipment, both for air communications required by the Royal Air Force personnel mentioned in Articles 5 and 6 and for any staging that may be required for the North Atlantic routes. Aircraft engaged in such staging operations shall pay the normal fees for the facilities required. These military aircraft shall be accorded priority in the use of half the floor space of the main hangar, necessary access to adjacent workshops, and picketing and mooring facilities.

2. For the purpose of this Article the term "military aircraft" means aircraft belonging to any Service Department of the British Commonwealth.

ARTICLE 8.

The provisions of this Agreement amplify the provisions of paragraph (a) of the exchange of notes of the 12th October, 1944. The provisions of paragraphs (b), (c) and (d) of these notes remain in full force and effect.

ARTICLE 9.

The present Agreement shall enter into force from this day's date.

In witness whereof the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

Done in duplicate at Reykjavik this 4th day of July, 1946.

(L.S.) G. SHEPHERD.

(L.S.) ÓLAFUR THORS.

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*Exchange of Notes.*

No. 1.

*Mr. Shepherd to M. Ólafur Thors.*

*British Legation,*

*Reykjavik, 12th July, 1946.*

M. le Ministre,

WITH reference to the Agreement which your Excellency and I signed on the 4th July, regarding the transfer of the Reykjavik airfield to the Republic of Iceland, I have the honour to confirm the conversations which I had with the Permanent Under-Secretary for Foreign Affairs in connexion with that

Agreement. In those conversations I explained to the Permanent Under-Secretary that, in spite of the deletion of the last sentence of paragraph 1 of the original Article 7 which read: "The Icelandic Government further agree to supply these military aircraft with fuel and oil from military stocks taken over by the Icelandic Government so long as they last at the purchase price," it is clearly understood that the Icelandic authorities will provide the Royal Air Force with the use of a pump to obtain the necessary fuel for their military aircraft, and sell that fuel and oil to those aircraft at the purchase price for the duration of the Agreement or so long as the stocks last, whichever period is the shorter.

I have the honour to request that your Excellency may be so good as to confirm this understanding.

I have, &c.  
G. SHEPHERD.

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No. 2.

*M. Olafur Thors to Mr. Shepherd.*

*Ministry for Foreign Affairs,  
Reykjavik, 22nd July, 1946.*

M. le Ministre,

WITH reference to your Excellency's note of 12th July, 1946, regarding the transfer of the Reykjavik airfield to the Republic of Iceland, I have the honour to confirm the understanding that the Icelandic authorities will provide the Royal Air Force with the use of a pump to obtain the necessary fuel for their military aircraft, and sell that fuel and oil to those aircraft at the purchase price for the duration of the Agreement or so long as the stocks last, whichever period is the shorter, provided that the pump in question is a part of the equipment which is being made available by the Royal Air Force, and that an agreement will be reached between the British and the Icelandic authorities concerned regarding the purchase of fuel and oil.

I have, &c.  
ÓLAFUR THORS.

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Ríkisstjórn Sameinaða Konungsríkisins Stóra Bretlands og Norður-Írlands og ríkisstjórn lýðveldisins Íslands hafa til frekari skýringar og framkvæmdar á samkomulagi því, sem felst í erindum, er skipzt var á í Reykjavík hinn 12. október 1944, samþykkt eftirfarandi:

1. grein.

Reykjavíkurlugvöllurinn, rennibrautir og öll óhreyfanleg mannvirki, sem á honum eru og í eigu Sameinaða Konungsríkisins, skulu frá þeim tíma, er samningur þessi öðlast gildi og með þeim skilmálum sem felast í þessum samningi, afhendast og verða eign lýðveldisins Íslands án nokkurrar greiðslu eða annarra skuldbindinga en þeirra, sem nefndar eru hér á eftir. Þegar samningur þessi öðlast gildi, afhendir ríkisstjórn Sameinaða Konungsríkisins ríkisstjórn Íslands Reykjavíkurlugvöllinn ásamt rennibrautum hans og óhreyfanlegum mannvirkjum.

## 2. grein.

Öllum hreyfanlegum mannvirkjum og útbúnaði, sem nauðsynlegur er fyrir starfrækslu flugvallarins, skal ríkisstjórn Íslands gefinn kostur á að taka við fyrir verð, sem samið verður um sérstaklega, en ríkisstjórn Sameinaða Konungsríkisins áskilur sér rétt til að flytja burtu öll þau mannvirki og útbúnað, sem ekki verða keypt innan mánaðar frá gildistöku þessa samnings.

## 3. grein.

Þegar samningur þessi öðlast gildi, skal ríkisstjórn Sameinaða Konungsríkisins gefa ríkisstjórn Íslands kost á að taka við miðunarstöðinni í Sandgerði ásamt tilheyrandi útbúnaði, sem ríkisstjórn Íslands kann að óska að kaupa fyrir verð, sem samið verður um sérstaklega, en ríkisstjórn Sameinaða Konungsríkisins áskilur sér rétt til að flytja burtu þetta mannvirki og allan útbúnað, sem ekki verður keypt innan mánaðar frá gildistöku þessa samnings.

## 4. grein.

Þegar samningur þessi öðlast gildi, afhendir ríkisstjórn Sameinaða Konungsríkisins ríkisstjórn Íslands ábyrgð á rekstri radiostöðvarinnar í Vík. Endanleg afhending á Loran útbúnaðinum verður ákveðin af samningsríkisstjórnunum þegar er samningur hefir náðst við Provisional International Civil Aviation Organization og stjórnarvöld Bandaríkjanna.

## 5. grein.

Með tilliti til þeirra erfiðleika, sem á því kunna að vera fyrir ríkisstjórn Íslands að hafa á að skipa faglærðum og æfðum starfsmönnum þegar eftir viðtöku ofanefndra mannvirkja, samþykkir ríkisstjórn Sameinaða Konungsríkisins að nægilega margir brezkir starfsmenn skuli verða eftir til þess að æfa og aðstoða Íslendinga við starfrækslu mannvirkjanna og útbúnaðarins, þó eigi lengur en 8 mánuði frá því að samningur þessi öðlast gildi, en um fjölda þeirra, kunnáttu o.s.frv. skal samið um milli konunglega flugliðsins og íslenzku flugmálastjórnarinnar.

## 6. grein.

Á meðan sérfróðir starfsmenn konunglega flugliðsins dvelja á Íslandi samkvæmt ákvæðum 5. greinar, skal viðbótarstarfsfólki konunglega flugliðsins leyft að dvelja á Íslandi til matreiðslu, eftirlits og til að ganga frá og ráðstafa útbúnaði, sem ekki hefur verið notaður, eða í öðrum svipuðum tilgangi.

## 7. grein.

Þann tíma, sem nefndur er í 5. grein, heimilast hernaðarloftförum almenn not af Reykjavíkflugvellingum, mannvirkjum hans og útbúnaði bæði fyrir þær flugsamgöngur, sem þörf er á fyrir starfsmenn konunglega flugliðsins, sem nefndir eru í 5. og 6. grein, og fyrir allar landingar, sem þörf er á í sambandi við áfangaflog yfir Norður Atlantshafið. Fyrir slík not skulu loftför greiða venjuleg gjöld. Þessum hernaðarloftförum skal veittur forgangsréttur til afnota af hálfu gólfrúmi aðalflugskýlisins, nauðsynlegur aðgangur að verkstæðum þar hjá og legufærum.

2. Orðin "hernaðarloftför" í þessari grein eiga við loftför, sem eru í eigu hernaðaryfirvalda brezka heimsveldisins.

## 8. grein.

Ákvæði þessa samnings eru til frekari skýringar ákvæðum í staflað a. í erindum dags. 12. október 1944. Ákvæðin í staflaðum b, c og d í sömu erindum skulu haldast í fullu gildi.

## 9. grein.

Samningur þessi skal öðlast gildi frá og með þessum degi.

Þessu til staðfestu hafa undirritaðir fulltrúar, sem hafa til þess fullnægjandi umboð frá ríkisstjórnnum sínum, undirritað samning þennan og sett á hann innsigli sín.

Gjört í tveim eintökum í Reykjavík hinn 4. júlí 1946.

(L.S.) G. SHEPHERD.

(L.S.) ÓLAFUR THORS.

LONDON

PRINTED AND PUBLISHED BY HIS MAJESTY'S STATIONERY OFFICE

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1946

Price 1*d.* net