

STANDARD OPERATING PROCEDURES IN RELATION TO ARTICLE 54(8) FOR THE PURPOSE OF TEMPORARY IMPORTATION BY PERSONS TAKING UP RESIDENCE OR ALREADY RESIDING IN MALTA

1.0 INTRODUCTION

In keeping with Article 54(8) of the CHA, with regards to the temporary import and movement of cultural items by persons taking up residence in Malta, or by persons who already reside in Malta, the Superintendence of Cultural Heritage may issue a certificate guaranteeing that the Maltese Government renounces the right of preference and the right to prohibit the exportation or movement outside Malta of such cultural items. Certification may only be issued if it has been determined prior to their import that the cultural items are not of national importance to Malta. Certification will be issued for a period of ten years from the date of certification, renewable for further periods.

1.1 DATA PROTECTION PRIVACY NOTICE

All data collected in this form is processed in accordance with the Privacy Laws that include the General Data Protection Regulation (Regulation 2016/679/EU) and Chapter 586 of the Laws of Malta (Data Protection Act). The data provided may be exchanged with other Public Authorities and/or Government Departments as required and permitted by Maltese Law. The Superintendence of Culture Heritage is the data controller for the purpose of the privacy laws. The Privacy Notice attached with this application sets out the way in which personal information/data is collected and processed by the Superintendence of Culture Heritage, as well as the steps that are taken to protect such information.

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2.0 GENERAL SUBMISSION REQUIREMENTS

A written request for temporary certification and guarantee is made by the representative of/applicant taking up residence in Malta, or already residing in Malta, prior to the importation and movement of such cultural property to Malta. This will allow for Superintendence officials to identify which cultural items, if any, are ineligible for a temporary import or movement certification. Items which are exclusive of this procedure may still be imported via the standard permanent importation mechanism. An **Object ID form** will be forwarded by SCH officials and must be completed and submitted for every item proposed for temporary import or movement. All related correspondence is facilitated via movables.sch@gov.mt.

Cultural goods which are ineligible for this guarantee and certification include objects which are of national importance to Malta, as well as those with questionable traceable provenance, title, origin and transportation documentation. All documentation as listed hereunder must be submitted and reviewed prior to the issuance of the guarantee and certification. Lack of documentation will result in an automatic refusal of the request.

2.1 OBJECT ID FORM AND RELATED DETAIL REQUIREMENTS

The Object ID form must be completed and signed by the applicant or representative and submitted to the Superintendence to determine the details on which subsequent guarantee and certification will be issued. The contact details provided must be identical to those required on both temporary guarantee and certification, which details will be **non-transferrable** for the duration of the temporary import or movement.

All documents are to be uploaded as ***.pdf**.

All sections of the form shall be filled in correctly. No section or question shall be left blank and where sections or questions are irrelevant, they shall be marked accordingly. Where a yes or no or similar answer is required, one of the alternatives shall be correctly selected.

2.2 IMAGES AND PHOTOGRAPHS

Images for all items requiring temporary importation or movement must be of good and of high quality and in colour, clear enough to enable zooming and printing without loss of detail.

An image size of 1280 x 720 pixels in *.jpeg or *.pdf format is preferable.

For ease of reference, images should bear a caption with corresponding title, artist, and date.

Photographs of the recto, "front" side and verso, "back" side, indicating any inscriptions, signature, markings, and frame details must be submitted for all paintings, prints, tapestries or similar works of art.

Where a collection includes multiple similar items which are not identical (e.g. fossilised teeth, manuscripts, letters or similar collections), at least two clear photographs per item must be submitted.

Extensive collections of identical cultural goods intentionally manufactured as a set e.g., Tiffany & Co. Antique US Sterling Silver Flatware Set, may be photographed as one lot only if they all belong to the original set. Notwithstanding, the exact number of items making up the set must be clearly stated. Detailed photographs of corresponding Hallmarks, and any identifying marks must be submitted.

All photographs and documentation as submitted by the client and/ or representative will be retained solely for the purpose of this procedure.

2.3 ADMINISTRATIVE CHARGE

In keeping with the spirit of the Schedule (Article 54) to the CHA, all requests in relation to prospective **temporary movement within the EU and temporary import** are subject to an **administrative charge** per item/ set of **€65.00** (Excluding VAT) upon submission of application.¹

For the **temporary import of cultural items from outside the EU**, a 5% *ad valorem* fee per item/ set (minus €65.00 admin charge paid upon registration) as per S.L. 35.05 is paid upon inspection and receipt of certificate.

The minimum fee to be charged is €65.00 per item/ set. If the 5% *ad valorem* fee amounts to less than €65.00, €65.00 is to be charged.

All payments made towards this service must quote a reference number as issued by the Superintendence. The vetting of such requests and review of related documentation may only commence once the fee has been successfully received via bank transfer as per below banking details:

Beneficiary's Name	SUPERINTENDENCE OF CULTURAL HERITAGE
IBAN	MT85 VALL 2201 3000 0000 4001 2067 415
Bank's BIC	VALLMTMT

The payment of the Administrative Fee may not be interpreted as consent, and the issuing of a temporary guarantee and certification of all cultural items remains necessary to allow for all temporary importation or movement.

¹ Extensive collections of identical cultural goods intentionally manufactured as a set. Married or matched sets are not considered collectively and will be registered and charged individually.

2.4 DECLARATION OF GUARANTEE

A declaration guaranteeing that the Government renounces to the right of preference or to the right to prohibit re-export or movement will be forwarded by the Superintendence of Cultural Heritage following the successful review of all documentation, corresponding photographs and provenance of the cultural items proposed for temporary import or movement, which guarantee will include:

1. Respective applicant details corresponding with registered Object ID form/s and subsequent certification.
2. A detailed list and corresponding visual glossary of the object/s in question.
3. Declaration that the Maltese Government renounces, with regard to these objects, the right of preference and the right to prohibit their exportation or movement outside Malta for a period of ten years (renewable) from the date of certification.
4. A clause whereby the guarantee is only validated once the items have been certified as received in Maltese Territory. The ten-year timeframe is initiated upon examination and issuance of temporary certification.
5. In the rare instance, any change to the information regarding the object or its provenance or national importance may result in the certificate and guarantee being revoked.

3.0 EXAMINATION UPON ENTERING MALTESE TERRITORY

3.1 INTRA-EU MOVEMENT

All cultural effects which have obtained a declaration from the Superintendence of Cultural Heritage allowing the temporary movement are subject to an examination upon receipt in Maltese Territory. **Temporary movement certification may only be issued following on-site verification and issue by the Superintendence of the declaration.**

Items moved intra-EU are not retained at bonded stores, and thus any examination is to be facilitated by the client or at the offices of the Superintendent.

In keeping with the spirit of free circulation of goods within the EU, no further fees other than the administrative charge of €65.00 paid upon registration (as per 2.3) are applicable.

Collectively, the temporary movement certification and guarantee signify that the Maltese Government renounces with regards to these objects, the right of preference and the right to prohibit their exportation or movement outside Malta for a period of ten (10) years from the date of certification and guarantee.

The temporary movement certification remains valid for a period of ten (10) years from the date of issuance and examination, which temporary movement certificate and guarantee may be renewed.

Request for renewal is to be submitted **two (2) weeks prior** to expiry of temporary movement certificate.

Once the stipulated timeframe is lapsed, failure to submit a request for renewal will automatically nullify the temporary certification and guarantee as issued, the latter of which may not be presented

for re-export and/or movement. Any request for export will be subject to additional charges and all the provisions of the Act as may be applicable.

Both temporary movement certification and guarantee are non-transferrable.

This procedure does not apply for cultural heritage objects entering Maltese Territory for the purpose of sale.

The applicant must retain the original temporary movement certification and guarantee provided by the Superintendence as reference for eventual re-export or movement to ensure that their transit remains transparent throughout.

The original temporary movement guarantee and certification must be presented to allow for such re-export and movement within the stipulated timeframe.

The applicant must advise the Superintendence of intention to re-export or move cultural goods under temporary movement certification and guarantee, 2 weeks prior to proposed date (**see 5.0**).

3.2 EXTRA-EU IMPORT

Cultural items temporarily imported to Malta extra-EU may be guaranteed re-export and movement as per **2.0 General Submission Requirements**. This same temporary import guarantee may only be validated once the cultural items have been received in Maltese Territory as per the following process.

Malta Customs will advise clients to contact the Superintendence to inspect the respective consignment and provide temporary import certification for the cultural goods. The Superintendence may only be involved once Malta Customs has issued a request for clearance from the former.

All cultural effects which have obtained a declaration from the Superintendence allowing the temporary import of cultural objects from outside the EU, are subject to an examination upon receipt in Maltese Territory.

Items temporarily imported extra-EU are retained at bonded stores pending review, and thus any examination is to be facilitated by courier company in the presence of Malta Customs and applicant/their representative. The declaration issued by the Superintendence prior to importation must be presented during such examination.

Such examination will be conducted in keeping with S.L.35.03. Temporary import certification may only be issued following an on-site verification and payment of the 5% *ad valorem* fee on the date of examination.

Conjointly, the temporary import certification and guarantee signify that the Maltese Government renounces with regards to these objects, the right of preference and the right to prohibit their re-exportation or movement outside Malta for a period of ten years from the date of certification and guarantee.

Both temporary import certification and guarantee are **non-transferrable**.

This procedure does not apply for collections entering Maltese Territory for the purpose of sale.

The client must retain the original temporary import certification and guarantee provided by the Superintendence as reference for eventual reexport or movement to ensure that their transit remains transparent throughout.

The original temporary import guarantee and certification must be presented to allow for such re-export and movement within the stipulated timeframe.

The client must advise the Superintendence of intention to re-export or move cultural goods under temporary import guarantee, two (2) weeks prior to proposed date.

Once the stipulated timeframe is lapsed, failure to submit a request for renewal will automatically nullify the temporary certification and guarantee as issued, the latter of which may not be presented for re-export and/or movement. Additional charges and procedures in keeping with clauses of the Act may be employed as necessary. **(see 5.0).**

4.0 RENEWAL

4.1 RENEWING TEMPORARY CERTIFICATION AND GUARANTEE

The temporary import or movement certification remains valid for a period of ten (10) years from the date of issuance and examination, which temporary import certificate and guarantee may be renewed.

The applicant must retain and present the original temporary import/ movement certification and guarantee provided by the Superintendence as reference for eventual renewal.

The applicant must advise the Superintendence of intention to renew temporary import/ movement of cultural goods under temporary import guarantee, two (2) weeks prior to the stipulated ten (10) year period.

Renewed temporary certification and guarantee will be issued as per original applicant details unless otherwise indicated.

4.2 TRANSFERRING APPLICANT DETAILS IN CASE OF DEMISE

The transfer of temporary certification and guarantee may be permitted in the case of demise of original applicant.

Such cases will require the presentation of an official death certificate and proof of transferred ownership clearly identifying the items as listed in the temporary guarantee and certification.

Revised documents allowing for the temporary import and movement of the cultural items in Maltese Territory will be presented by the Superintendence following an examination of the same cultural items.

4.3 TRANSFERRING APPLICANT DETAILS IN THE CASE OF SALE

This procedure **does not apply** for cultural heritage objects entering Maltese Territory for the purpose of sale. The transfer of temporary certification and guarantee is not permissible, and former certification will be automatically nullified.

In the case of sale, following the guarantee and issuance of temporary certification, the Superintendence must be advised prior to pursuing the sale of items under temporary import/ movement guarantee and certification. Additional charges and procedures may be employed as necessary.

5.0 RELOCATION OF ITEMS UNDER TEMPORARY GUARANTEE AND CERTIFICATION

Cultural items under temporary import/ movement guarantee and certification proposed for relocation intra-EU or otherwise must be declared as per the below procedure.

5.1 RE-EXPORT AND MOVEMENT

The applicant must present a valid original temporary import/ movement certification and guarantee provided by the Superintendence along with intended destination and proposed date of re-export/ movement.

The applicant must advise the Superintendence of intention to re-export or move cultural goods under temporary import guarantee, two (2) weeks prior to proposed date.

Both original temporary certification and guarantee must retain a valid date, within the stipulated ten (10) year timeframe.

5.2 EXAMINATION OF CULTURAL ITEMS

The Superintendence reserves the right to inspect temporarily imported/ moved cultural items at point of proposed exit from National Territory.

All examinations are to be facilitated by the applicant.

The intent for temporary or permanent relocation of items under temporary guarantee and certification in Maltese Territory must be declared with the Superintendence.

The re-export or movement of these items requires updated certification which may only be issued following examination and verification of cultural goods.

6.0 CONCLUDING REMARKS

The Superintendence reserves the right to carry out surveillance checks of cultural items under temporary guarantee and certification.

Failure to declare items which have subsequently been relocated outside Maltese National Territory or have changed ownership will result in an automatic nullification of certification and guarantee.