

JAMAICA



Treaty Series No. 95 (1972)

# Exchange of Notes

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of Jamaica

concerning Officers designated by the  
Government of the United Kingdom  
in the Service of the Government of  
Jamaica

(The Overseas Service (Jamaica) Agreement 1971)

Kingston, 25/29 March 1971

[The Agreement entered into force on 1 April 1971]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
September 1972*

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**EXCHANGE OF NOTES  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF  
GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF JAMAICA CONCERNING OFFICERS  
DESIGNATED BY THE GOVERNMENT OF THE UNITED  
KINGDOM IN THE SERVICE OF THE GOVERNMENT OF  
JAMAICA**

No. 1

*The United Kingdom High Commissioner at Kingston to the Minister of  
Finance and Planning of Jamaica*

*British High Commission,  
Kingston.*

(TAS 6/12)

My dear Minister,

*25 March, 1971.*

I have the honour to refer to discussions which have taken place between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Jamaica relating to certain officers in the service of the Government of Jamaica designated by the Government of the United Kingdom and to place on record the terms of the agreement which was resolved:

1. The Government of the United Kingdom will make the reimbursements and payments, as specified in this agreement, to or in respect of officers in the public service of the Government of Jamaica who are designated by the Government of the United Kingdom in accordance with this agreement (such officers hereinafter being referred to as "designated officers").

2. The Government of the United Kingdom and the Government of Jamaica will hold periodic reviews of the requirements that the Government of Jamaica may have as regards the employment of designated officers in their public service, so that the Government of the United Kingdom may, in consultation with the Government of Jamaica determine the classes or categories of officers, members of which the Government of the United Kingdom is prepared to designate, the number of officers in each such class or category which may be designated and the maximum sum that will be available during any specified period to meet the obligations of the Government of the United Kingdom under this agreement. During such reviews the Government of Jamaica will provide the Government of the United Kingdom with such information as that Government may require in order to calculate the amounts payable by that Government and the number of officers to be designated.

3. An officer may be designated generally or for such period as may be specified in the designation; and the designation of an officer may be terminated at the discretion of the Government of the United

Kingdom: provided that the Government of the United Kingdom in exercise of the discretion to terminate the designation of an officer shall take into account the consequences that would follow if designation were to be terminated.

4. The Government of the United Kingdom will reimburse the Government of Jamaica one half of the aggregate amount paid by the Government of Jamaica in providing for designated officers and their dependent families' passages on such occasions (not being occasions referred to in paragraph 6 of this agreement) as the Government of Jamaica may, with the concurrence of the Government of the United Kingdom, prescribe.

5. The Government of the United Kingdom will, on behalf of the Government of Jamaica, pay direct to each designated officer:

- (a) an inducement allowance at such rate as may be specified from time to time by the Government of the United Kingdom;
- (b) any education allowance for which the officer may be eligible in respect of any child under such terms and conditions and at such rates as may be specified from time to time by the Government of the United Kingdom;
- (c) any appointment grant for which the officer may be eligible on such terms and conditions and at such rates as may be specified from time to time by the Government of the United Kingdom;
- (d) that part of any gratuity payable to the officer which accrues to him by virtue of the addition to his emoluments of the inducement allowance referred to in this paragraph.

6. The Government of the United Kingdom will, to the same extent as heretofore, meet the cost of holiday passages for the children of a designated officer, that is to say, passages to enable children to visit their parents in Jamaica, on such terms and conditions and occasions and in respect of such children and at such rates and by such classes of accommodation as may be specified from time to time by the Government of the United Kingdom.

7. The allowances, grant and gratuity payable direct to a designated officer by the Government of the United Kingdom in accordance with the provision of this agreement will be paid into an account at a bank nominated by the officer situated in the United Kingdom or the Republic of Ireland or such other country as may be agreed by the Government of the United Kingdom.

8. The allowances, grant and gratuity paid direct by the Government of the United Kingdom to a designated officer shall be exempt from the payment of income tax under any law in force in Jamaica.

9. Whenever the Government of Jamaica desires to renew the contract of a designated officer or to recruit an officer who may be eligible for designation, the Government of Jamaica will consult the Government of the United Kingdom and that Government will inform

the Government of Jamaica whether or not the officer's designation may be continued, or the officer re-designated or designated, as the case may be, in accordance with this agreement.

10. In the event of a designated officer being seconded from the employment of the Government of Jamaica without the concurrence of the Government of the United Kingdom, the Government of Jamaica will, if requested to do so by the Government of the United Kingdom, pay to that Government a sum equal to the total cost of the reimbursements and payments made by that Government in respect of that officer whilst so seconded.

11. The Government of Jamaica will provide each designated officer, within a reasonable time of his taking up employment with that Government, with accommodation and basic furnishing in good condition, at a standard that would be provided for an officer of the Jamaican Civil Service of comparable rank, who is not a designated officer, and at a rental that would be paid to the Government of Jamaica by such an officer.

12. The Government of Jamaica will promptly inform the Government of the United Kingdom of any event which might affect the eligibility of a designated officer under this agreement to receive payments from the Government of the United Kingdom.

13. The Government of Jamaica will, whenever requested to do so by the Government of the United Kingdom, supply to that Government such accounts and other information in connection with the operation of this agreement as may be specified in such request.

14. This agreement shall come into operation on 1st April 1971 and on 31st March 1971 the Overseas Service (Jamaica) Agreement 1961 (and any agreement amending that agreement)<sup>(1)</sup> shall terminate.

15. This agreement shall terminate, unless some other date is agreed between the Governments of the United Kingdom and of Jamaica on 31st March 1976.

2. If this letter correctly sets out the terms that have been agreed, I have the honour to suggest that this letter and your reply should be regarded as constituting an agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Jamaica and should be cited as the Overseas Service (Jamaica) Agreement 1971.

Yours sincerely,

E. N. LARMOUR

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<sup>(1)</sup> Not published in Treaty Series.

No. 2

*The Minister of Finance and Planning of Jamaica to the United Kingdom  
High Commissioner at Kingston*

*Ministry of Finance and Planning,  
Kingston.*

*29th March, 1971.*

Your Excellency,

I have the honour to refer to your letter No. TAS 6/12 of the 25th of March, 1971, the text of which is as follows:

[As in the first paragraph of No. 1]

2. I confirm that the letter quoted above correctly sets out the terms that have been agreed.

I avail myself of this opportunity to  
renew to Your Excellency the assurances of  
my highest consideration,

**E. SEAGA**

*Minister of Finance and Planning*

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