



Treaty Series No. 105 (1977)

## 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 specified Organisations  
or Institutions in Jamaica  
(The Overseas Service (Jamaica) (Continuance)  
Agreement 1977/81)

Kingston, 28 March 1977

[The Agreement entered into force on 1 April 1977]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
November 1977*

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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 SPECIFIED ORGANISATIONS  
OR INSTITUTIONS IN JAMAICA**

No. 1

*The United Kingdom High Commissioner at Kingston to the  
Minister for Foreign Affairs of Jamaica*

*British High Commission,  
Kingston*

28 March 1977.

Sir,

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:

- (i) The Government of the United Kingdom shall 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").
- (ii) The Government of the United Kingdom and the Government of Jamaica shall hold periodic reviews of the requirements of the Government of Jamaica 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 shall 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.

- (iii) 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.

- (iv) The Government of the United Kingdom shall reimburse the Government of Jamaica the 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 (vi) of this Agreement) as the Government of Jamaica may, with the concurrence of the Government of the United Kingdom, prescribe. Passages for designated officers and their dependent families should be, where available, by United Kingdom carrier and where practicable by excursion or charter flight.
- (v) The Government of the United Kingdom shall, on behalf of the Government of Jamaica, pay direct to each designated officer:
- (a) a salary supplement 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 salary supplement referred to in this paragraph;
  - (e) medical expenses necessarily incurred on treatment not available under the local health service at such rates as may be specified from time to time by the Government of the United Kingdom.
- (vi) The Government of the United Kingdom shall 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 as may be specified from time to time by the Government of the United Kingdom.
- (vii) The salary supplement, allowance, grant, gratuity and medical expenses payable direct to a designated officer by the Government of the United Kingdom in accordance with the provisions of this Agreement shall 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.
- (viii) The salary supplement, allowance, grant, gratuity and medical expenses 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.
- (ix) 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 shall consult the Government of the United Kingdom and that Government shall inform the Government of Jamaica whether or not the officer's designation may be continued, or the officer redesignated or designated, as the case may be, in accordance with this Agreement.

- (x) 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 shall, 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.
- (xi) The Government of Jamaica shall provide each designated officer, within a reasonable time of his taking up employment with that Government, with accommodation and basic furnishings in good condition and agreed with the Government of the United Kingdom to be suitable to the rank and family circumstances of the officer at a rent reasonable in relation to his basic salary.
- (xii) The Government of Jamaica shall 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.
- (xiii) The Government of Jamaica shall, whenever requested to do so by the Government of the United Kingdom, supply to that Government such accounts and other information in connexion with the operation of this Agreement as may be specified in such request.
- (xiv) This Agreement shall enter into force on 1 April 1977 and on 31 March 1977 the Overseas Service (Jamaica) (Continuance) Agreement 1971/76<sup>(1)</sup> shall terminate.

2. This Agreement shall provide the basis on which until 31 March 1981 the Government of the United Kingdom may make decisions as to whether or not to renew or extend the period of designation of a previously designated officer or to designate a newly-appointed officer. The Agreement shall also constitute the basis for the Government of the United Kingdom to make payments and reimbursements as here defined, corresponding to such decisions, in respect of periods up to 31 March 1981 save in respect of exceptional cases which may have been agreed between our two Governments before that date to extend for a maximum of three years beyond that date.

3. This Agreement shall therefore terminate, unless some other date is agreed between the Governments of the United Kingdom and of Jamaica, on 31 March 1981.

4. If this Note correctly sets out the terms that have been agreed, I have the honour to propose that this Note and your reply shall constitute an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Jamaica which shall be cited as the Overseas Service (Jamaica) (Continuance) Agreement 1977/81.

I have the honour to be,  
Sir,  
Your Obedient Servant,  
JOHN DRINKALL  
(*High Commissioner*)

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<sup>(1)</sup> Treaty Series No. 69 (1976), Cmnd. 6556.

No. 2

*The Minister of Foreign Affairs of Jamaica to the United Kingdom  
High Commissioner at Kingston*

*Kingston*

*28 March 1977*

Your Excellency,

I have the honour to refer to your Note of March 28, 1977, text of which is as follows:

[As in No. 1]

I confirm that the proposals in your Note are acceptable to the Government of Jamaica and that your Note and this reply shall constitute an Agreement between the Government of Jamaica and the Government of the United Kingdom which shall enter into force on 1st April, 1977, and shall be cited together with the Agreement as the Overseas Service (Jamaica) (Continuance) Agreement 1977/81.

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

P. J. PATTERSON

*Minister of Foreign Affairs*

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