

MAURITIUS



Treaty Series No. 80 (1972)

Exchange of Notes

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

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

(The Overseas Service (Mauritius) Agreement 1971)

Port Louis, 21 December 1970

[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
July 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 MAURITIUS CONCERNING OFFICERS
DESIGNATED BY THE GOVERNMENT OF THE UNITED
KINGDOM IN THE SERVICE OF THE GOVERNMENT OF
MAURITIUS**

No. 1

*The United Kingdom High Commissioner at Port Louis to the Prime Minister
of Mauritius*

*British High Commission,
Port Louis.
21 December, 1970.*

Prime Minister,

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 Mauritius relating to certain officers in the service of the Government of Mauritius 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 Mauritius who are designated by the Government of the United Kingdom in accordance with this Agreement (such officers being hereinafter referred to as ‘designated officers’).

“2. The Government of the United Kingdom and the Government of Mauritius will hold an annual review of the requirements that the Government of Mauritius may have as regards the employment of designated officers in their public service, so that the Government of the United Kingdom may, as appropriate, and in accordance with the funds available, determine after consultation with the Government of Mauritius the number and class or category of officers who may be designated in accordance with this Agreement during the ensuing period of twelve months. During such annual review the Government of Mauritius 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 during the ensuing period of twelve months.

“3. The Government of the United Kingdom will reimburse the Government of Mauritius:

- (a) In the case of a designated officer serving on pensionable terms a sum equal to the inducement allowance paid to him by the Government of Mauritius being an allowance taken into account in computing the pension for which such officer is eligible under the appropriate pension laws, at such annual rate as is specified

by the Government of the United Kingdom less the sum agreed by that Government and the Government of Mauritius as being equivalent to the proceeds of taxation payable to the Government of Mauritius on that allowance;

- (b) one half of the aggregate amount paid by the Government of Mauritius in providing for designated officers and their dependent families' passages on such occasions (not being occasions referred to in paragraph 5 of this Agreement) as the Government of Mauritius may, with the concurrence of the Government of the United Kingdom, prescribe.

" 4. The Government of the United Kingdom will, on behalf of the Government of Mauritius, pay direct to each designated officer (whether such officer is serving on contract or pensionable terms):

- (a) An inducement allowance, which in the case of an officer serving on pensionable terms is not taken into account in computing his pension, 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.

" 5. 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 residing in Mauritius, 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.

" 6. The allowances, grant and gratuity payable direct to a designated officer by the Government of the United Kingdom in accordance with the provisions 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.

" 7. The allowance, grant and gratuity paid direct by the Government of the United Kingdom to a designated officer in respect of duties performed by him in Mauritius will be exempt from the payment of income tax under any law in force in Mauritius.

" 8. After consultation with the Government of Mauritius the Government of the United Kingdom may prescribe the classes or categories of officers the members of which they are prepared to designate, the numbers 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 United Kingdom under this Agreement.

“9. An officer may be designated generally or for such period as may be specified in the designation; and the designation may provide that an officer shall cease to be designated on the happening of a specified event or at the discretion of the United Kingdom. In the event of a designated officer being seconded from the employment of the Government of Mauritius without the concurrence of the Government of the United Kingdom, the Government of Mauritius will, if requested to do so by the Government of the United Kingdom, pay to the Government of the United Kingdom a sum equal to the total cost of the reimbursements and payments made by the Government of the United Kingdom in respect of that officer while so seconded.

“10. The Government of Mauritius will provide each designated officer with accommodation and basic furnishings in good condition and suitable to the rank and family circumstances of the officer, at a rent reasonable in relation to his local basic salary, within such period as shall be agreed with the British High Commission, which shall normally be within ten days.

“11. The Government of Mauritius 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.

“12. The Government of Mauritius 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.

“13. This Agreement shall come into operation on the first day of April 1971 and on that day the Overseas Service (Mauritius) Agreement 1961 (and the Agreements amending that Agreement)⁽¹⁾ shall terminate.

“14. This Agreement shall terminate, unless some other date is agreed between the Government of the United Kingdom and the Government of Mauritius on 31 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 and Northern Ireland and the Government of Mauritius, which may be cited as the Overseas Service (Mauritius) Agreement 1971.

I have the honour to be,
Sir,

Your obedient servant,
P. A. CARTER

*For and on behalf of the Government
of the United Kingdom of Great
Britain and Northern Ireland*

⁽¹⁾ Not published in Treaty Series.

No. 2

*The Prime Minister of Mauritius to the United Kingdom High Commissioner
at Port Louis*

21st December, 1970.

Excellency,

I have the honour to acknowledge receipt of your letter of to-day's date in the following terms:

[As in No. 1]

I have the honour to inform Your Excellency that the Government of Mauritius is in agreement with the foregoing.

I take this opportunity to renew to Your Excellency the assurance of my highest consideration.

S. RAMGOOLAM
Prime Minister

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