



Treaty Series No. 76 (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 specified Organisations  
or Institutions in Mauritius

(The British Expatriates Supplementation (Mauritius) Agreement 1971)

Port Louis, 30 June 1971

[The Agreement entered into force on 1 July 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 SPECIFIED ORGANISATIONS**  
**OR INSTITUTIONS IN MAURITIUS**

No. 1

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

*British High Commission,  
Port Louis.*

*30 June, 1971.*

Dear 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 staff in the service of organisations or institutions specified in the first annex to this letter and to place on record the terms of the agreement which was resolved:

- “1. The Government of the United Kingdom will provide assistance upon the terms and conditions set out in the second annex to this letter in respect of certain expatriate staff in the service of an organisation or institution listed in the first annex to this letter (hereinafter referred to as “the employing authorities”). The first annex to this letter may, by agreement between the Government of the United Kingdom and the Government of Mauritius, be varied or amended from time to time by adding thereto or deleting therefrom the name of any organisation or institution.
- “2. The allowances, grant and gratuity paid by the Government of the United Kingdom to staff designated under this agreement shall be exempt from the payment of income tax under any law in force in Mauritius.
- “3. This agreement comes into operation on 1 July 1971 and shall terminate, unless some other date is agreed between the Government of the United Kingdom and the Government of Mauritius, on 31st March 1976.”

2. If this letter and its annexes 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 Mauritius in respect of any of the employing authorities listed in the first annex, and should be cited as the British Expatriates Supplementation (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*

#### FIRST ANNEX

University of Mauritius  
Mauritius Housing Corporation  
Mauritius Sugar Industry Research Institute

#### SECOND ANNEX

#### TERMS AND CONDITIONS

1. The Government of the United Kingdom will make the payments specified in this annex to staff in the service of an employing authority who are designated by the Government of the United Kingdom in accordance with this agreement (hereinafter referred to as "designated officers").
2. The Government of the United Kingdom will pay, on behalf of the employing authority, to each designated officer:
  - (a) any salary supplement for which such officer may be eligible at such rates as may be specified from time to time by the Government of the United Kingdom;
  - (b) any education allowance for which such designated 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 to which such 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) any gratuity payable to the officer as specified from time to time by the Government of the United Kingdom in respect of the addition to his emoluments of the salary supplement referred to in this paragraph;
- (e) any allowance in respect of medical expenses for which the officer may be eligible under such terms and conditions and at such rates as may be specified from time to time by the Government of the United Kingdom.

3. The Government of the United Kingdom will meet the cost of holiday passages for the children of a designated officer to enable them to visit their parents 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.

4. Payments by the Government of the United Kingdom under paragraph 2 above will be made into an account at a bank outside Mauritius nominated by the officer and situated in Britain or Ireland or such other country as may be agreed by the Government of the United Kingdom.

5. The employing authority will provide the Government of the United Kingdom with such information as that Government may require in connection with the operation of this agreement.

6. The employing authority will promptly inform the Government of the United Kingdom and the Government of Mauritius 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.

7. Whenever the employing authority wishes to renew the contract of a designated officer or to recruit an officer who may be eligible for designation a request to that effect shall be made through the Government of Mauritius to the Government of the United Kingdom and that Government will inform the Government of Mauritius whether or not the officer may be redesignated or designated as the case may be in accordance with this agreement. Save that, where the employing authority is the University of Mauritius, the authority in view of its special recruitment arrangements through the Inter-University Council for Higher Education Overseas will not be required to submit its request through the Government of Mauritius but will inform that Government when an officer is reappointed or appointed and may be eligible for redesignation or designation as the case may be, in accordance with this agreement.

8. The Government of the United Kingdom and the Government of Mauritius will hold periodic reviews of the requirements that the authorities may have as regards the employment of designated officers in their service, so that the Government of the United Kingdom may determine the classes and numbers of officers whom the Government of the United Kingdom is prepared to designate. During such reviews 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.

9. 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.

No. 2

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

*30th June, 1971.*

Excellency,

I have the honour to acknowledge receipt of your letter of today'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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