



Treaty Series No. 83 (1972)

Exchange of Notes

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the Republic of Uganda
concerning Members of the Staff of
Makerere University designated by the
Government of the United Kingdom

(The British Expatriates Supplementation Scheme (Uganda)
Agreement 1971)

Kampala, 30 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
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 THE REPUBLIC OF UGANDA CONCERNING
MEMBERS OF THE STAFF OF MAKERERE UNIVERSITY
DESIGNATED BY THE GOVERNMENT OF THE UNITED
KINGDOM**

No. 1

*The United Kingdom High Commissioner at Kampala to the Minister of
Public Service and Local Administrations of Uganda*

*British High Commission,
Kampala.*

30 March, 1971.

My dear Minister,

I have the honour to refer to the correspondence between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Uganda acting on behalf of Makerere University relating to certain members of the staff of the University designated by the Government of the United Kingdom and to place on record the terms of the agreement which has been resolved.

“ 1. The Government of the United Kingdom will make the payments and reimbursements as specified in this agreement to or in respect of members of the staff of Makerere University who are designated by the Government of the United Kingdom in accordance with this agreement (such members hereinafter referred to as ‘designated members’).

“ 2. The Government of the United Kingdom will pay:

- (a) A salary supplement to each designated member at such rates and on such terms and conditions as may be specified from time to time by the Government of the United Kingdom;
- (b) any education allowance for which a designated member 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) the cost of holiday passages for the children of a designated member 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;
- (d) any appointment grant for which the designated member 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;

- (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 with the concurrence of the Government of the Republic of Uganda;
- (f) subject to paragraph 3, a gratuity calculated on the basis of the payments made under sub-paragraph (a) of this paragraph at such rates and on such conditions as may be specified from time to time by the Government of the United Kingdom.

“3. In lieu of paying the gratuity referred to in paragraph 2 (f), the Government of the United Kingdom will, in respect of any designated member who notifies the Government of the United Kingdom within one month of the day on which he is informed that he has been designated that he does not wish to be paid such a gratuity, reimburse Makerere University that part of the employer's superannuation contribution which is attributable to any salary supplement paid to such a member in accordance with paragraph 2 (a).

“4. The salary supplement, allowances, grant and gratuity paid by the Government of the United Kingdom to a designated member in respect of duties performed by him in Uganda shall be exempt from the payment of income tax under any law in force in Uganda provided that the member is resident in Uganda solely for the purpose of performing such duties.

“5. The salary supplements, allowances, grant and gratuity, payable direct to a designated member 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 member, situated in the United Kingdom or Republic of Ireland or such other country as may be agreed by the Government of the United Kingdom.

“6. The Government of the United Kingdom will annually consult with Makerere University concerning the University's staff development plans so that the University's requirements for designated British staff may be ascertained and the Government of the United Kingdom may, in consultation with the University, determine the categories of staff which the Government of the United Kingdom is prepared to designate, the numbers of such staff 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 these arrangements. During such reviews the University 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 staff to be designated.

“7. A member of the staff of the University may be designated generally or for such period as may be specified in the designation; and the designation may be terminated by the Government of the United Kingdom after the concurrence of the University has been obtained to such termination.

“8. Makerere University will without delay inform the Government of the United Kingdom of any event which might affect the obligations of the Government of the United Kingdom under this Agreement to make payments to a designated member.

"9. This Agreement shall come into operation on the 1st day of April 1971 and shall terminate, unless some other date is agreed between the Government of the United Kingdom and the Government of the Republic of Uganda, on the 31st day of March 1976."

2. If this letter correctly sets out the terms that have been agreed I have the honour to suggest that these terms should, with effect from 1st April 1971, replace the agreement made by the Government of the United Kingdom contained in the letter (BESS 6/1) dated 14th May 1970 from the British High Commission and the acceptance by the Government of the Republic of Uganda on behalf of Makerere University contained in the letter EC 9087 II of 25 June 1970,⁽¹⁾ and shall be cited as the British Expatriates Supplementation Scheme (Uganda) Agreement 1971.

Yours sincerely,
R. M. K. SLATER

No. 2

*The Minister of Public Service and Local Administrations of Uganda to the
United Kingdom High Commissioner at Kampala*

*President's Office,
Kampala.*

30th March, 1971.

My dear High Commissioner,

I have the honour to refer to your Note of 30th March, 1971, placing on record the terms of the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Uganda relating to certain members of the staff of Makerere University which are as follows:

[As in paragraphs 1-9 of No. 1.]

I have the honour to confirm that the Government of the Republic of Uganda accepts these terms and that your Note and this 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 the Republic of Uganda and shall be cited as the British Expatriates Supplementation Scheme (Uganda) Agreement 1971.

Yours sincerely,
VALERIANO A. OVONJI
*Minister of Public Service
and Local Administrations*

⁽¹⁾ Not published in Treaty Series.