

SIERRA LEONE



Treaty Series No. 90 (1973)

Exchange of Notes

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of Sierra Leone

concerning Officers and Teachers,
designated by the Government of the
United Kingdom, in the Service of the
Government of Sierra Leone or
employed in Schools

(The Public Service and Teachers (Sierra Leone) Agreement 1971)

Freetown, 20/29 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
August 1973*

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**EXCHANGE OF NOTES
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF SIERRA LEONE CONCERNING OFFICERS
AND TEACHERS, DESIGNATED BY THE GOVERNMENT
OF THE UNITED KINGDOM, IN THE SERVICE OF THE
GOVERNMENT OF SIERRA LEONE OR EMPLOYED IN SCHOOLS**

No. 1

*The United Kingdom High Commissioner at Freetown to the Secretary to the
Prime Minister of Sierra Leone*

TA6/19

*British High Commission,
Freetown.*

Sir,

20 March 1971.

1. 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 Sierra Leone relating

- (i) to certain expatriate officers in the service of the Government of Sierra Leone designated by the Government of the United Kingdom, and
- (ii) to expatriate teachers employed in schools in Sierra Leone 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 payments specified in this agreement to or in respect (i) of officers in the public service of the Government of Sierra Leone and (ii) of teachers employed in schools in Sierra Leone who are, whether officers or teachers, designated by the Government of the United Kingdom in accordance with this agreement (such officers and teachers hereinafter being referred to as ‘ designated officers and teachers ’).

“ 2. The Government of the United Kingdom and the Government of Sierra Leone will hold annual reviews of the requirements that the Government of Sierra Leone may have as regards the employment of designated officers and teachers, so that the Government of the United Kingdom may determine the classes or categories of officers and teachers, members of which the Government of the United Kingdom is prepared to designate, the number of officers or teachers 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 Sierra Leone 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 and teachers to be designated.

“ 3. An officer or teacher may be designated generally or for such period as may be specified in the designation; and the designation 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 shall take into account the consequences that would follow if designation were to be terminated.

“ 4. The Government of the United Kingdom will, after consultation with and on behalf of the Government of Sierra Leone, pay direct to each designated officer or teacher:

- (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 or teacher 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 or teacher 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 or teacher as specified from time to time by the Government of the United Kingdom in respect of the addition to his emoluments of the inducement allowance referred to in this paragraph.

“ 5. The Government of the United Kingdom will meet the cost of holiday passages for the children of a designated officer or teacher, that is to say, passages to enable children to visit their parents in Sierra Leone, on such terms and conditions 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 allowance, grant and gratuity payable direct to a designated officer or teacher 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 or teacher 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 allowances, grant and gratuity paid direct by the Government of the United Kingdom to a designated officer or teacher shall be exempt from the payment of income tax under any law in force in Sierra Leone.

“ 8. The Government of Sierra Leone will provide each designated officer or teacher, within a reasonable time of his taking up employment in Sierra Leone, with appropriate accommodation and basic furnishings at a reasonable rent.

“ 9. The Government of Sierra Leone will promptly inform the Government of the United Kingdom of any event which might affect the eligibility of a designated officer or teacher under this agreement to receive payments from the Government of the United Kingdom.

“ 10. The Government of Sierra Leone will, whenever requested to do so by the Government of the United Kingdom, supply to that Government such information in connection with the operation of this agreement as may be specified in such request.

“ 11. This agreement shall come into operation on 1st April 1971 and shall terminate, unless some other date is agreed between the Governments of the United Kingdom and of Sierra Leone, 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 Sierra Leone replacing existing agreements⁽¹⁾ covering designated officers and teachers and should be cited as the Public Service and Teachers (Sierra Leone) Agreement 1971.

I am,

Sir,

Your obedient Servant,

S. J. L. OLVER

High Commissioner.

No. 2

*The Secretary to the Prime Minister of Sierra Leone to the United Kingdom
High Commissioner at Freetown*

*Prime Minister's Office,
Freetown.*

29th March, 1971.

Your Excellency,

I have the honour to refer to your letter No. TA6/19 of the 20th of March, 1971, which reads as follows:

[As in No. 1]

2. I have great pleasure in confirming that this letter and your letter under reference should be regarded as constituting an agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Sierra Leone replacing agreements covering designated officers and teachers and should be cited as the Public Service and Teachers (Sierra Leone) Agreement 1971.

3. Please accept, Your Excellency, the assurances of my highest consideration.

Yours faithfully,

G. L. V. WILLIAMS

Secretary to the Prime Minister.

(¹) Not published in Treaty Series.