

GRENADA



Treaty Series No. 73 (1978)

Exchange of Notes

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

amending and extending the Overseas Service (Grenada) Agreement 1971

(The Overseas Service (Grenada) (Continuance)
Agreement 1971/76)

Port of Spain/St. George's, 5/21 April, 1976

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
August 1978*

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**EXCHANGE OF NOTES
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF GRENADA AMENDING AND EXTENDING
THE OVERSEAS SERVICE (GRENADA) AGREEMENT 1971**

No. 1

*The United Kingdom High Commissioner to the
Prime Minister and Minister of External Affairs of Grenada*

*British High Commission,
Port of Spain.*

Sir,

5 April, 1976.

I have the honour to refer to discussions that have taken place between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Grenada concerning the continuance of the Overseas Service (Grenada) Agreement 1971 (hereinafter referred to as "the Agreement")⁽¹⁾ and certain matters related to medical expenses and to propose that the Agreement be amended as follows:—

1. At the end of sub-paragraph 3 of paragraph 1 add a further sentence to read " Passages for designated officers and their dependent families should be, where available, by United Kingdom carrier and where practicable by excursion or charter flight ".
2. In sub-paragraph 4(a) of paragraph 1 delete the words " an inducement allowance " and substitute therefor the words " a salary supplement ".
3. In sub-paragraph 4(d) of paragraph 1 delete the words " inducement allowance " and substitute therefor the words " salary supplement ".
4. To sub-paragraph 4 of paragraph 1 add a further sub-paragraph to read "(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 ".
5. In sub-paragraph 6 of paragraph 1 delete the words " allowance, grant and gratuity " and substitute therefor the words " salary supplement, allowance, grant, gratuity and medical expenses ".
6. In sub-paragraph 7 of paragraph 1 delete the words " allowances, grant and gratuity " and substitute therefor the words " salary supplement allowance, grant, gratuity and medical expenses ".
7. In sub-paragraph 14 of paragraph 1 delete the words and figures " 31 March 1976 " and substitute therefor the words and figures " 31 March 1977 ".

⁽¹⁾ Not published in Treaty Series; for ease of reference the text of the operative paragraphs of the Agreement are annexed hereto.

2. If these proposals are acceptable to the Government of Grenada, I have the honour to propose that this Note and your reply to that effect shall constitute an Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Grenada which shall enter into force as at 31 March 1976 and which shall be cited together with the Agreement as the Overseas Service (Grenada) (Continuance) Agreement 1971/76.

I have the honour to be,
Sir,
your obedient Servant
C. E. DIGGINES

No. 2

*The Prime Minister and Minister for External Affairs of Grenada to the
United Kingdom High Commissioner*

Grenada.

Your Excellency,

21st April, 1976.

I have the honour to acknowledge receipt of your Note which reads as follows:—

[As in No. 1]

I confirm that the proposals in your Note are acceptable to the Government of Grenada and that your Note and this reply shall constitute an Agreement between the Government of Grenada and the Government of the United Kingdom which shall enter into force as at 31 March 1976 and shall be cited together with the Agreement as the Overseas Service (Grenada) (Continuance) Agreement 1971/76.

Yours sincerely,

E. M. GAIRY
Prime Minister.

ANNEX

Operative paragraphs of the Overseas Service (Grenada) Agreement 1971

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 Grenada who are designated by the Government of the United Kingdom in accordance with this agreement (such officers hereinafter being referred to as "designated officers").

2. 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.

3. The Government of the United Kingdom will reimburse the Government of Grenada

the aggregate amount paid by the Government of Grenada 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 Grenada 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 Grenada, pay direct to each designated officer:—

- (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 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 on the inducement allowance referred to in this paragraph.

5. The Government of the United Kingdom will meet the cost of holiday visit passages for the children of a designated officer, that is to say, passages to enable children to visit their parents in Grenada, 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 allowance, 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 allowances, grant and gratuity 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 Grenada.

8. In the event of a designated officer being seconded from the employment of the Government of Grenada without the concurrence of the United Kingdom, the Government of Grenada will, 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.

9. The Government of Grenada will provide each designated officer, within a reasonable time to 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.

10. Whenever the Government of Grenada desires that an officer to be recruited by them should be designated by the Government of the United Kingdom, or that an officer who has been designated and is to be re-engaged should be further designated by the Government of the United Kingdom, the Government of Grenada will give the Government of the United Kingdom such information as that Government may require to enable them to decide whether or not to designate the officer or further designate the officer as the case may be.

11. The Government of Grenada 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 Grenada 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 1 April and on 31 March 1971 the Overseas Service (Grenada) Agreement 1961 (and any agreement amending that agreement) shall terminate.

14. This agreement shall terminate, unless some other date is agreed between the Government of the United Kingdom and Grenada, on 31 March, 1976.

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