



Treaty Series No. 46 (1981)

Exchange of Notes

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

constituting the British Expatriates Supplementation (Mauritius) Agreement 1981

Port Louis, 31 March 1981

[The Agreement entered into force on 31 March 1981]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
July 1981*

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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 CONSTITUTING THE BRITISH
EXPATRIATES SUPPLEMENTATION (MAURITIUS)
AGREEMENT 1981**

No. 1

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

*British High Commission
Port Louis
31 March, 1981*

Sir,

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 Note (hereinafter referred to as "the employing authorities") and to place on record the terms of the agreement which was reached:

1. The Government of the United Kingdom shall provide assistance upon the terms and conditions set out in the Second Annex to this Note in respect of certain expatriate staff in the service of the employing authorities. The First Annex to this Note 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. Any emoluments, allowances, grants, supplements, medical or dental expenses and gratuities paid by the Government of the United Kingdom to staff designated under this Agreement in respect of duties performed in Mauritius shall be exempt from payment of income tax under any law in force in Mauritius, provided that the person concerned is resident in Mauritius solely for the purpose of such duties.

3. This Agreement shall come into operation on 31 March 1981 upon which date the British Expatriates Supplementation Mauritius (continuance) Agreement 1971/76 shall terminate⁽¹⁾. 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 1986.

If this Note and its Annexes correctly set out the terms that have been agreed, I have the honour to propose that this Note and its Annexes together with your reply in that sense shall constitute an Agreement between our two Governments which shall be cited as the British Expatriates Supplementation (Mauritius) Agreement 1981.

(1) Treaty Series N. 33 (1977), Cmnd. 6774.

FIRST ANNEX

University of Mauritius

Mauritius Institute of Education

SECOND ANNEX

1. The Government of the United Kingdom will make the payments and reimbursements specified in this Annex to or in respect of staff in the service of an employing authority who are designated by the Government of the United Kingdom as hereafter mentioned (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) that part of any gratuity payable to the officer which accrues by virtue of the addition to his emoluments of the salary supplement referred to in this paragraph;
- (e) any allowance in respect of medical or dental treatment not available free under the Mauritius Health Service 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. The Government of the United Kingdom will reimburse the employing authority the amount paid by the employing authority in providing for designated officers and their dependent families' passages on such

occasions (not being occasions referred to in paragraph 3 above) as the Government of Mauritius may, with the prior concurrence of the Government of the United Kingdom, prescribe. Passages for designated officers and their dependent families should be, where available, by British carriers and where practicable by charter flights or on an excursion or other cheaper rate tariff.

5. 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 the United Kingdom or the Republic of Ireland or such other country as may be agreed by the Government of the United Kingdom.

6. The Government of Mauritius will provide, or ensure that the employing authority provides, 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 a period after arrival as shall be agreed with the British High Commission, which will normally be not more than 15 days.

7. 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.

8. 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.

9. Whenever the employing authority wishes to renew the contract of a designated officer, or to recruit an officer who may be eligible for designation, that authority will consult the Government of the United Kingdom and that Government will inform the authority whether or not the officer's designation may be continued or the officer designated, as the case may be, in accordance with this Agreement.

10. The Government of the United Kingdom and each employing authority will hold periodic reviews of the requirements that the employing authority 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 employing authority will provide the Government of the United Kingdom with such information as that Government may require in order to calculate the amounts payable by the Government and the number of officers to be designated.

11. 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 such discretion will take into account the consequences which would follow if designation were terminated.

12. In the event of a designated officer being seconded from the employment of the employing authority to the Public Service of the Government of Mauritius without the prior 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 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.

No. 2

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

*Prime Minister's Office
Port Louis
31 March 1981*

Sir,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows:

[As in No. 1]

I have the honour to confirm that the foregoing correctly sets out the terms that have been agreed and that my Government therefore agrees that your Note and its Annexes together with this reply shall constitute an Agreement between our two Governments which shall be cited as the British Expatriates Supplementation (Mauritius) Agreement 1981.

I take this opportunity to renew to you, Sir, the assurances of my highest consideration.

V. RINGADOO

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