

No. 9196

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
KENYA**

**Exchange of letters constituting an agreement establishing a
British Training Team in Kenya to assist in the training
and development of the Armed Forces of Kenya (with
appendix). Nairobi, 14 July 1967**

Official text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
21 August 1968.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
KENYA**

**Échange de lettres constituant un accord créant un groupe
d'instructeurs britanniques au Kenya, chargés d'aider à
former et à développer les forces armées kényennes
(avec appendice). Nairobi, 14 juillet 1967**

Texte officiel anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
21 août 1968.*

No. 9196. EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF KENYA ESTABLISHING A BRITISH TRAINING TEAM IN KENYA TO ASSIST IN THE TRAINING AND DEVELOPMENT OF THE ARMED FORCES OF KENYA. NAIROBI, 14 JULY 1967

I

*The United Kingdom High Commissioner at Nairobi
to the Minister for Defence of Kenya*

BRITISH HIGH COMMISSION

Nairobi, 14 July, 1967

Dear Dr. Mungai,

With reference to the request of the Government of Kenya to the Government of the United Kingdom of Great Britain and Northern Ireland that a British Training Team should be established in Kenya for the purpose of assisting in the training and development of the Armed Forces of Kenya, I have set out in the Appendix to this Letter the arrangements agreed in discussion in respect of the status and composition of such a Team.

I propose that if these arrangements are acceptable to the Government of Kenya this Letter, together with its Appendix and your reply to that effect, shall be regarded as constituting an Agreement between our two Governments in this matter which shall be deemed to have entered into force on the 12th Day of December, 1964.

Yours sincerely,

Edward PECK

¹ Came into force on 14 July 1967 by the exchange of the said letters with retroactive effect as from 14 December 1964, in accordance with their provisions.

APPENDIX

THE TRAINING TEAM AGREEMENT

INTERPRETATION

1. "The Status Agreement" means the Agreement relating to the status of forces of the United Kingdom in Kenya constituted by an Exchange of Letters between the Government of the United Kingdom and the Government of Kenya on the 14 July, 1967.¹

2. Except where the context otherwise requires, expressions in this Appendix shall have the meaning which they have for the purposes of the Status Agreement.

3. "Service Regulations" means any statute, order, regulation, warrant or instruction relating to the armed forces;

"other ranks" includes all members of the armed forces of the United Kingdom who do not hold commissioned rank;

"entitled dependant" means a dependant for whom under United Kingdom service regulations a free passage to or from Kenya is provided.

Section I

GENERAL

1. The Government of the United Kingdom will endeavour to obtain volunteers from the regular Armed Forces of the United Kingdom to form a Training Team (referred to in this Appendix as "the Training Team") to assist in the training and development of the Armed Forces of Kenya. The composition of the Training Team shall be such as may from time to time be agreed between the Government of Kenya and the Government of the United Kingdom. Initially the team will be concerned only in the training and development of the Army of Kenya and will accordingly consist of volunteers from the land forces of the United Kingdom. If members of the naval or air forces of the United Kingdom are included by agreement in the Training Team this Appendix shall apply to such members with such modifications as shall be agreed.

2. (a) The function of the Training Team is to assist the Commanders of the land, air and sea forces of Kenya in the discharge of their responsibility for the training and development of those forces.

(b) The way in which the Training Team carries out this function shall be arranged between the Commanders of the land, air or sea forces of Kenya as appropriate or of senior officers appointed by them for the purpose, and the Commanding Officer of the Training Team (or of the appropriate branch of the Training Team) it being the responsibility of such Commanding Officer to afford all reasonable assistance in training and developing the Kenya Armed Forces to the extent of the establishment and equipment of the Training Team.

(c) The responsibility of the Commanding Officer of the Training Team for the command, efficiency and administration of the Training Team is to the Government

¹ See p. 232 of this volume.

of the United Kingdom through his service superiors, and accordingly except where otherwise provided by this Appendix or except as may be otherwise arranged, in the event of the Government of Kenya or an authority of that Government wishing to raise any matter relating to the Training Team the matter shall be raised through the diplomatic channel, and normally with the United Kingdom High Commission in Kenya.

3. Separate arrangements, satisfactory to both Governments, shall be made in relation to the bearing of the cost of the provision of the Training Team, the provision of facilities for the Training Team and of facilities and benefits for its members.

4. The following provisions shall apply in regard to the relationship of the Training Team to the Armed Forces of Kenya :

(a) Members of the Training Team shall be treated except in so far as this Appendix otherwise provides as members of the Armed Forces of Kenya of equivalent rank.

(b) Members of the Training Team will not normally be given executive responsibility in the Armed Forces of Kenya. However, where in the course of his duties as a member of the Training Team an officer or other rank is given such a responsibility, he will have powers of command over any member of the Armed Forces of Kenya as if he were a member of the Armed Forces of Kenya of relative rank, and will be required to obey orders or instructions of superior officers under whose command he is placed, provided that such orders or instructions are not inconsistent with his duties under United Kingdom Service Regulations, and would if given by anyone subject to those Regulations constitute a lawful command under those Regulations.

(c) Members of the Training Team who are filling executive positions in the Establishment of Armed Forces of Kenya under this paragraph will retain the right of direct access to the Commanding Officer of the Training Team.

(d) Members of the Training Team shall remain for all purposes members of the Armed Forces of the United Kingdom and under United Kingdom command and shall accordingly not be subject to the Service Regulations of Kenya or any arrest or detention thereunder nor to the jurisdiction of any authority, court or tribunal deriving its constitution or powers under the Service Regulations of Kenya.

(e) Members of the Training Team will not take part in hostilities or other operations of warlike nature undertaken by the Armed Forces of Kenya nor, without the consent of the Government of the United Kingdom, in the operations of those forces which are concerned with the preservation of peace, with internal security or with the enforcement of law and order.

(f) Members of the Training Team will not be employed outside Kenya in training the Armed Forces of Kenya or in an executive capacity in the Armed Forces of Kenya except in pursuance of special arrangements made between the Government of Kenya and the Government of the United Kingdom.

Section II

MODIFICATIONS OF THE STATUS AGREEMENT

1. The Status Agreement shall, in its application to members of the Training Team, be read subject to the modifications set out in this Section.

2. (a) The provisions of paragraph 4 of the Appendix to the Status Agreement shall not prevent the Government of Kenya from holding a member of the Training Team responsible for :

(i) damage to public or service property (which includes only property of or held for any department of the Government of Kenya or the Armed Forces of Kenya),

(ii) loss of or misapplication of public or service funds or property,

shown to be due to an act or omission on his part involving fraud or dishonesty or misconduct in the performance of official duty. Arrangements for the mode of assessment of compensation in such cases shall be those set out in the Schedule hereto.

(b) The Government of Kenya will make good or pay compensation for loss or damage to the uniform and equipment of a member of the Training Team where such loss or damage is occasioned by the performance of official duty excluding while in transit to and from Kenya.

(c) The Government of Kenya will make good or pay compensation for loss or damage arising out of civil disturbance or riots to personal property and uniform and equipment (unless covered by paragraph 1 (b) hereof) of members of the Training Team.

3. The waiver effected by sub-paragraph (a) of paragraph 4 of the Appendix to the Status Agreement shall extend to damage caused by a member of the Training Team employed outside Kenya if the sole reason why the sub-paragraph would not but for this provision apply is that the property in question is not in Kenya.

4. The cost of meeting claims arising out of acts or omissions of members of the Training Team done or omitted in the course of their service as such or out of acts or omissions of persons locally employed in the service of the Training Team done in the performance of their duties as such shall be borne by the Government of Kenya and accordingly the following sub-paragraph shall be substituted for sub-paragraph (b) of paragraph 4 of the Appendix to the Status Agreement :

“(b) All claims arising out of acts or omissions of members of the Training Team done or omitted in the course of their service as such or out of acts or omissions of persons locally employed in the service of the Training Team done in the performance of their duties as such shall be dealt with by the Government of Kenya except in the case of claims made in the United Kingdom which shall be dealt with by the Government of the United Kingdom and shall in all cases be settled or otherwise disposed of at the cost of the Government of Kenya.”

5. Notwithstanding paragraph 6 of the Appendix to the Status Agreement, arrangements may be made at the discretion of the Commanding Officer of the Training Team for certain members of the Training Team to wear uniform of the Army of Kenya.

6. (a) For the purposes of sub-paragraph (c) of paragraph 8 of the Appendix to the Status Agreement, a motor vehicle shall be regarded as having been imported within a reasonable time after the entry into Kenya of a member of the Training Team if it is imported within the first three months of the beginning of the tour of duty with the Training Team.

(b) Notwithstanding sub-paragraph (a) of paragraph 8 of the Appendix to the Status Agreement, items imported under sub-paragraph (c) of paragraph 8 of the Status Agreement by members of the Training Team (other than motor vehicles) may be sold to anyone in Kenya without payment of duty during the period of one month immediately preceding the end of the tour of duty and one month thereafter.

Section III

CONDITIONS OF SERVICE

Pay and allowances

1. The Government of the United Kingdom will, in accordance with United Kingdom Service Regulations, pay members of the Training Team the pay and emoluments of the ranks which they hold during the period of service with the Training Team.

Period of service

2. (a) The period of service will be from the day upon which the individual ceases to do duty with the Force in which he last served before his service with the Training Team until the day upon which he is taken on to the strength of his next unit.

(b) The period will include :

(i) Embarkation leave before embarking;

(ii) a tour of duty in Kenya as follows :

(aa) officers selected to fill staff appointments and Lieutenant-Colonels in Command will normally serve a two and a half year tour in Kenya,

(bb) the tour for all other officers will initially be for two years, extendable by one year at the request of the Government of Kenya and with the agreement of the officer,

(cc) the tour for other ranks will be of up to two and a half years,

(dd) not less than nine months before completion of their initial tour officers and other ranks may volunteer to serve a further consecutive tour of two years in Kenya,

(ee) all tours include leave taken during the tour,

(ff) shorter or longer tours may be agreed between the Governments of the United Kingdom and Kenya;

(iii) end of tour leave (which may be taken in the United Kingdom) consisting of :

(aa) disembarkation leave of fourteen days,

(bb) one additional day for each month of the period of service with the Training Team (excluding end of tour leave) in excess of six months,

- (cc) any annual leave due during the tour of duty but not taken up to a maximum of one quarter of the leave entitlement for each year of service with the Training Team.

Leave

3. The leave entitlement for personnel of the Training Team shall be as follows :

- (a) Embarkation Leave 14 days.
 (b) Annual Leave A maximum of 42 days of which one-quarter may be postponed and included in End of Tour Leave in accordance with paragraph 2 (b) (iii) of this Section.
 (c) End of Tour Leave Calculated in accordance with paragraph 2 (b) (iii) of this Section.
 (d) Compassionate Leave and other leave In accordance with United Kingdom Service Regulations and practice.

Married members of the Training Team not accompanied by their wives will be entitled to take leave in the United Kingdom once during the tour of duty in accordance with United Kingdom Service Regulations. When so taken leave shall be deemed to begin on the day upon which the individual reaches the first point of disembarkation in the United Kingdom and to cease on the day upon which the individual reaches the first point of disembarkation in Kenya, provided he travels by air.

Rank and promotion

4. (a) If members of the Training Team are selected to fill ranks in the Armed Forces of Kenya higher than their substantive rank they will be granted temporary or acting rank in accordance with United Kingdom Service Regulations and any subsequent relinquishment will also be in accordance with those Regulations.

(b) Members of the Training Team will be eligible for promotion or advancement in accordance with United Kingdom Service Regulations.

Termination of service

5. (a) If a member of the Training Team neglects or refuses to perform his duties or becomes unable to perform his duties by reason of disciplinary action, ill health or for any other reason, or misconducts himself or is unsuitable or inefficient, the Government of Kenya, after consultation with the Commanding Officer of the Training Team, may request the termination of the service of the individual.

(b) In the event of an unforeseen reduction in the establishment of the Training Team or in the requirement of the Government of Kenya for the services of the Training Team the service of an individual may be terminated after six months previous written notice has been given to the United Kingdom High Commissioner.

(c) If the Commanding Officer of the Training Team is of the opinion that an individual has strong compassionate grounds for being relieved of his obligation to complete a full tour of duty, the service of that individual will terminate on a date to be agreed between the Government of Kenya and the United Kingdom High Commissioner.

(d) The United Kingdom Government reserves the right to withdraw the services of any or all members of the Training Team after consultation with the Government of Kenya.

Applicability of United Kingdom Service Regulations

6. All members of the Training Team will remain subject to United Kingdom Service Regulations and shall at all times be and remain subject to all powers exercisable by the United Kingdom Service Authorities thereunder.

Postings and employment

7. Members of the Training Team will not be employed otherwise than in the capacity for which they were selected, without the concurrence of the appropriate United Kingdom Service Authority.

Nominations

8. The nomination of any officer or other rank shall be subject to the acceptance of the Government of Kenya who may refuse to accept such officer or other rank if, on the grounds of qualification, experience, suitability or other consideration such nomination is not considered by the Government of Kenya to be acceptable.

Dependants

9. Married members of the Training Team will normally be accompanied by their dependants.

THE SCHEDULE

PROCEDURE FOR DEALING WITH LOSS OR DAMAGE OR MISAPPLICATION OF FUNDS

1. If the Ministry of Defence of Service Authorities of Kenya are of the opinion that the circumstances set out in sub-paragraph (a) of paragraph 2 of Section II of the Appendix or any of such circumstances have arisen, the procedure set out in the following paragraphs will apply :

(a) The Ministry of Defence or Service Authorities of Kenya will give to the United Kingdom Service Authorities full particulars of the loss, damage or misapplication, including all records of proceedings, depositions, statements and of the evidence relating thereto,

(b) The United Kingdom Service Authorities concerned shall make or cause to be made such investigation as they shall think fit and if satisfied that the loss, damage or misapplication was occasioned by any such act or omission as is mentioned in sub-paragraph (a) of paragraph 2 of Section II of the Appendix, the member or members of the Training Team in question will be invited to pay as or towards compensation for the loss or damage such as the United Kingdom Service Authorities shall in their discretion assess to be the amount which would have been awarded under United Kingdom Service Regulations had such a loss or damage been occasioned to United Kingdom public or Service property or funds and the proceedings and investigations prescribed by United Kingdom Service Regulations been made.

2. If payment is made of the sum assessed in accordance with sub-paragraph (b) of paragraph 1 above it shall be accepted by the Government of Kenya in full and final settlement of any claims which the Government of Kenya may have against the member or members in question under the laws of Kenya in respect of such loss or damage or misapplications of funds.

II

*The Minister for Defence of Kenya to the United Kingdom
High Commissioner at Nairobi*

MINISTRY OF DEFENCE

Nairobi, 14th July, 1967

My dear High Commissioner,

I acknowledge the receipt of your Letter of to-day's date setting out in an Appendix the arrangements agreed in discussion in respect of the Training Team which it is proposed to establish in Kenya, a copy of which is attached hereto.

In reply I have to inform you that the proposed arrangements are acceptable to the Government of Kenya who therefore regard your Letter, together with its Appendix and this reply, as constituting an agreement between our two Governments in this matter which shall be deemed to have entered into force on the 12th day of December, 1964.

Yours sincerely,

Njoroge MUNGAI