

No. 9267

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

**and
MAURITIUS**

**Agreement on mutual defence and assistance (with annex).
Signed at Port Louis, on 12 March 1968**

Official text: English.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
1 October 1968.*

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

**et
MAURICE**

**Accord de défense et d'assistance mutuelles (avec annexe).
Signé à Port-Louis, le 12 mars 1968**

Texte officiel anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
1^{er} octobre 1968.*

No. 9267. AGREEMENT¹ BETWEEN THE GOVERNMENT OF MAURITIUS AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND ON MUTUAL DEFENCE AND ASSISTANCE. SIGNED AT PORT LOUIS, ON 12 MARCH 1968

The Government of Mauritius and the Government of the United Kingdom of Great Britain and Northern Ireland;

Desiring to provide for co-operation in matters of mutual defence and to contribute to the maintenance of peace in accordance with the Charter of the United Nations;

Have agreed as follows:

Article 1

The Government of Mauritius and the Government of the United Kingdom each undertake to afford to the other the assistance specified in this Agreement.

Article 2

In the event of armed attack or threat thereof against any of the territories or forces of Mauritius or against any territory of the United Kingdom or under the protection of the United Kingdom or against any of the forces of the United Kingdom or any other threat to the preservation of peace the Governments of Mauritius and of the United Kingdom will consult together for the purpose of deciding what measures should be taken, jointly or separately, in relation to such attack or threat and generally to secure the fullest co-operation between the two Governments.

Article 3

In the event of any threat to the internal security of Mauritius upon any request for assistance made by the Government of Mauritius to the Government of the United Kingdom there shall be consultation between the two Governments.

Article 4

The Government of Mauritius grants to the Government of the United Kingdom the right in peace and war to station armed forces and associated civilian personnel in Mauritius and to use facilities there.

¹ Came into force on 12 March 1968 by signature, in accordance with article 9.

Article 5

The Government of the United Kingdom will if so requested by the Government of Mauritius provide assistance or advice in connection with the staffing, administration, training and equipment of the armed forces and police forces of Mauritius in such manner, to such extent and on such terms including terms as to payment for assistance as may be agreed.

Article 6

Nothing in this Agreement is intended to or shall in any way prejudice the rights and obligations which devolve or may devolve upon either Government under the Charter of the United Nations.

Article 7

The Annex to this Agreement shall have force and effect as an integral part of this Agreement and this Agreement shall be interpreted in accordance with the Annex.

Article 8

All property and equipment constructed, installed, brought into or procured in Mauritius under or prior to this Agreement by the Government of the United Kingdom shall remain the property of the Government of the United Kingdom and may be removed from Mauritius free of restrictions or disposed of in Mauritius by the Government of the United Kingdom prior to or within two years of the date of the termination of this Agreement. Notwithstanding any such termination the Annex to this Agreement shall remain in full force and effect so long as armed forces or associated civilian personnel of the United Kingdom are present in Mauritius.

Article 9

This Agreement shall come into operation on the day of signature and shall continue in force until one year after notice is given by one Government to the other of its desire to terminate this Agreement. Provided that no notice shall be given until the expiration of six years from the date upon which this Agreement comes into operation.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE at Port Louis on the 12th day of March, 1968.

For the Government
of Mauritius:

S. RAMGOOLAM

For the Government
of the United Kingdom of Great
Britain and Northern Ireland:

A. WOOLLER

ANNEX

1. (1) In this Agreement, including this Annex, unless the context otherwise requires

“British Authorities” means the departments, authorities and organisations of the Government of the United Kingdom having functions relating to the armed forces or to defence matters (including authorities of the armed forces of the United Kingdom) and persons authorised to act for any of them;

“British Forces in Mauritius” means the personnel of the armed forces of the United Kingdom who are for the time being present within Mauritius;

“dependant” means a person who is the spouse of a member of the British Forces in Mauritius or civilian component or is wholly or mainly maintained by or in the custody or charge of or who forms part of the family of such member or who (not being a citizen of nor ordinarily resident in Mauritius) is in domestic employment in the household of such member;

“British Armed Service Authorities” means the authorities of the United Kingdom empowered by the law of the United Kingdom to exercise command or jurisdiction over the armed forces of the United Kingdom, civilian component and dependants;

“civilian component” means the civilian personnel accompanying the British Forces in Mauritius who are employed by the British Authorities or by an authorised service organisation accompanying the British Forces in Mauritius and who are not stateless persons nor citizens of, nor ordinarily resident in Mauritius;

“authorised service organisation” means a non-profit making organisation authorised by the British Armed Service Authorities to accompany the British Forces in Mauritius in order to provide for the needs of those forces, civilian component and dependants;

“service establishments” means land held or occupied by the British Authorities for the purposes of the British Forces in Mauritius;

“service installations” means any building, structure or other work whether or not on service establishments, constructed or adapted for use for the purpose of the British Forces in Mauritius;

“contractor” means an undertaking or person who has entered into a contract or sub-contract to execute works or perform services in Mauritius for the British Authorities or an authorised service organisation but except where otherwise stated does not include an undertaking or person with a permanent place of business in Mauritius.

(2) In this Agreement references to members of the British Forces in Mauritius or civilian component and dependants shall include—

- (a) members of the British armed forces and other persons employed by the British Authorities;
- (b) persons employed by non-profit making organisations authorised to accompany the British Forces elsewhere than in Mauritius; and
- (c) dependants of such persons whether in Mauritius or elsewhere in transit to places other than Mauritius while within the territory of Mauritius.

(3) In this Agreement references to stationing in Mauritius shall include references to the use of such rights and facilities in Mauritius as may be required for the purpose of transporting by air or by sea the persons described in the last foregoing paragraph to and from places outside Mauritius.

2. (1) With the British Forces in Mauritius there may be stationed civilians associated with those forces, that is to say, members of the civilian component, dependants, contractors and contractors' employees.

(2) Such authorised service organisations may be established in Mauritius as may be considered by the British Authorities to be necessary to meet the military requirements and the welfare and recreational needs of the British Forces in Mauritius, and of the civilian personnel associated with those forces.

3. (1) It shall be the duty of the British Forces in Mauritius, civilian component, authorised service organisations and the members thereof, dependants and contractors to respect the laws of Mauritius and customs and traditions of the people of Mauritius and to abstain from any activity inconsistent with the present Agreement, and in particular from any political activity in Mauritius. It is also the duty of the British Authorities to take necessary measures to that end.

(2) In the exercise of the privileges and facilities granted under this Agreement, the British Authorities shall take such practical measures to ensure the safety of the people of Mauritius and to safeguard their property as would be taken in comparable circumstances by the British Authorities in the United Kingdom.

4. (1) Subject to the provisions of this paragraph—

- (a) The British Armed Service Authorities shall have the right to exercise in Mauritius all criminal and disciplinary jurisdiction conferred on them by the law of the United Kingdom over all persons subject to such jurisdiction under the service law of the United Kingdom.
- (b) The courts of Mauritius shall have jurisdiction over members of the British Forces in Mauritius and civilian component and dependants with respect to offences committed in Mauritius and punishable by the law of Mauritius.

(2) (a) The British Armed Service Authorities shall have the right to exercise exclusive jurisdiction over persons subject to the service law of the United Kingdom with respect to offences, including offences relating to the security of the United Kingdom punishable by the law of the United Kingdom but not by the law of Mauritius.

(b) The courts of Mauritius shall have the right to exercise exclusive jurisdiction over members of the British forces or civilian component or dependants with respect to offences including offences relating to the security of Mauritius punishable by the law of Mauritius but not by the law of the United Kingdom.

(c) For the purposes of this sub-paragraph and of sub-paragraph (3) of this paragraph a security offence against a country shall include:

- (i) treason against that country;
- (ii) sabotage, espionage or violation of any law relating to official secrets of that country or secrets relating to the national defence of that country.

(3) Where both the courts of Mauritius and the British Armed Service Authorities have the right to exercise jurisdiction the British Armed Service Authorities shall have the primary right to exercise jurisdiction if—

- (a) the offence is an offence against the property or security of the United Kingdom or against the property or person of another member of the British Forces in Mauritius or civilian component or dependant; or
- (b) the offence arises out of an act or omission done in the course of official duty;

in any other case the courts of Mauritius shall have the primary right to exercise jurisdiction. If the party having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other party as soon as practicable. The authorities of the party having the primary right shall give sympathetic consideration to a request from the authorities of the other party for a waiver of its right in cases where that other party considers such waiver to be of particular importance and in cases of minor offences where the courts of Mauritius have the primary right and where the British Armed Service Authorities can impose a suitable punishment by disciplinary action without recourse to a court.

(4) (a) The Authorities of Mauritius and the British Authorities shall assist each other in the arrest of members of the British Forces in Mauritius or civilian component or dependants in the territory of Mauritius for the purpose of handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions;

(b) the Authorities of Mauritius shall notify the British Armed Service Authorities promptly of the arrest of a member of the British Forces in Mauritius or civilian component, or a dependant;

(c) the British Authorities, if the courts of Mauritius are to exercise jurisdiction over a member of the British Forces in Mauritius or civilian component or dependant shall have the right to take custody of him if the Authorities of Mauritius require him to be kept in custody until he is brought to trial by the courts of Mauritius; provided that the British Authorities undertake to present him to those courts for investigatory proceedings and trial when required.

(5) (a) The Authorities of Mauritius and the British Authorities will assist each other in the investigation and obtaining of evidence in relation to offences;

(b) the Authorities of Mauritius and the British Armed Service Authorities shall notify each other of the disposition of all cases in which both the courts of Mauritius and the British Armed Service Authorities have the right to exercise jurisdiction.

(6) Where an accused has been tried in accordance with the provisions of this paragraph by the British Armed Service Authorities or the courts of Mauritius and has been convicted or acquitted, which expression includes a charge being dismissed by the Commanding Officer of the accused after investigation, he may not be tried again for the same offence or in respect of the same circumstances within Mauritius by either. This sub-paragraph shall not prevent the British Armed Service Authorities from trying a member of the British Forces in Mauritius for any violation of rules of discipline arising from an act or omission which constituted an offence for which he was tried by the courts of Mauritius.

(7) Whenever a member of the British Forces in Mauritius or civilian component or a dependant is prosecuted under the jurisdiction of Mauritius, he shall be entitled—

- (a) to a prompt and speedy trial;
 - (b) to be informed a reasonable time in advance of trial of the specific charge or charges made against him;
 - (c) to be confronted with the witnesses against him;
 - (d) to have compulsory process for obtaining witnesses in his favour, if they are within the jurisdiction of Mauritius;
 - (e) to have legal representation of his own choice for his defence, or to have free or assisted legal representation under the conditions prevailing for the time being in Mauritius;
 - (f) if he considers it necessary, to have the services of a competent interpreter; and
 - (g) to communicate with a representative of the Government of the United Kingdom and when the rules of the court permit, to have a representative of that Government present at his trial.
- (8) A death sentence shall not be carried out in Mauritius by the British Armed Service Authorities if the law of Mauritius does not provide for such punishment in a similar case.

5. (1) The Government of Mauritius and the Government of the United Kingdom each waive all their claims against the other—

- (a) for damage (including loss of use) to property in Mauritius belonging to, hired or chartered by either of them if such damage was caused by an act of omission of a member of the armed forces or other officer or servant of the other Party to this Agreement and arose out of and in the course of his employment as such, or if such damage arose from the use of any vehicle, vessel or aircraft belonging to, hired or chartered by the other Party to this Agreement and being used for official purposes in Mauritius;
- (b) for injury or death suffered by a member of its armed forces while such member was engaged in the performance of official duties.

(2) Claims (other than contractual claims) in respect of any act or omission of a member of the British Forces in Mauritius or civilian component or other officer or servant of the United Kingdom Government and which arose out of and in the course of his employment as such in Mauritius, other than claims waived by sub-paragraph (1) of this paragraph shall be expeditiously investigated by the British Authorities and where liability is established in accordance with the law of Mauritius shall be settled by the payment by the British Authorities of such compensation as the claimant might have been awarded under the laws of Mauritius in all the circumstances of the case; provided that if such a claim arises conjointly out of an act or omission of a member of the British Forces in Mauritius or civilian component or other officer or servant of the United Kingdom Government and of an act or omission of a member of the armed services or other officer or servant of the Government of Mauritius done in the course of their employment as such, the two Governments will after consultation, share equally the cost of settling the claim including all expenses connected therewith.

(3) A member of the British Forces in Mauritius or civilian component or other officer or servant of the United Kingdom Government shall not be subject to any proceedings in Mauritius in respect of a claim to which this paragraph relates or which otherwise arises out of the performance of his official duty.

(4) In sub-paragraphs (2) and (3) of this paragraph "civilian component" shall not include civilian personnel employed by an authorised service organisation.

(5) The two Governments agree to co-operate in the procurement of evidence for the examination and disposal of claims in which they are concerned.

6. Members of the British Forces in Mauritius or civilian component or dependants shall not be subject to any legislation in Mauritius relating to liability for compulsory service of any kind.

7. Members of the British Forces in Mauritius may wear uniform and insignia of the United Kingdom Armed Forces or civilian clothes. Members of the British Forces in Mauritius may possess and carry arms when authorised to do so by the British Armed Service Authorities.

8. (1) The presence in Mauritius of members of the British Forces in Mauritius, civilian component or dependants shall not be regarded as constituting residence or domicile in Mauritius for the purposes of determining the incidence of income tax which depends on residence or domicile.

(2) Members of the British Forces in Mauritius and civilian component shall be exempt from income tax by Mauritius on their pay, allowances and other emoluments and benefits (whether in cash or in kind) paid to them as such members and shall also be exempt from any other form of direct taxation.

(3) No entertainment tax shall be paid in respect of entertainments organised by the British Authorities or authorised service organisations.

(4) Authorised service organisations shall be exempt from taxation in Mauritius on any tangible movable property (excluding private motor vehicles) which is in Mauritius solely as a consequence of the temporary presence of such organisations there. This sub-paragraph shall apply to taxation on such property whether levied in respect of its ownership, possession, use or otherwise.

(5) Authorised service organisations shall be exempt in Mauritius from taxes on income and profits, and shall not be liable to the laws of Mauritius governing the constitution, management, conduct and taxation of companies or other organisations as such.

9. (1) The British Authorities and authorised service organisations shall have the right to import into Mauritius without licence or other restriction equipment, provisions, supplies and other goods required by them or required for the personal consumption or use of members of the British Forces in Mauritius, civilian component and dependants.

(2) The following imports into Mauritius under the preceding provisions of this paragraph shall be free of duty—

(a) all imports by the British Authorities;

- (b) imports by authorised service organisations of reasonable quantities of equipment, provisions, supplies and other goods required for their exclusive use or consumption or for sale to members of the British Forces in Mauritius, civilian component and dependants for their exclusive use or consumption.

(3) Members of the British Forces in Mauritius and civilian component may, at the time of their first arrival to take up service in Mauritius, and at the time of first arrival of any dependants to join them, import into Mauritius their personal effects and furniture and their private motor vehicle, free of duty for the term of such service.

- (4) Items imported under the foregoing provisions of this section—

- (a) may be re-exported free of duty;
- (b) may without payment of any duty be sold or otherwise disposed of in Mauritius to the British Authorities or members of the British Forces in Mauritius or civilian component, to dependants or to authorised service organisations, but if, but for the exemptions conferred by this provision, they would be chargeable to duty on importation they may only be sold or otherwise disposed of in Mauritius to other persons on payment of duty at their current value, if the authorities of Mauritius so require.

- (5) In this paragraph—

(a) “duty” means customs duties and all other duties, taxes, and *ad valorem* registration fees payable on importation and exportation, as the case may be, except dues and taxes which are no more than charges for services rendered.

(b) “importation” includes withdrawal from customs warehouses or contiguous customs custody, provided that the goods concerned have not been grown, produced or manufactured in Mauritius.

10. The Authorities of Mauritius shall accept as valid current United Kingdom or current International Driving Licences or service driving permits issued to members of the British Forces in Mauritius and civilian component and United Kingdom or International Driving Licences issued to their dependants or shall issue, on production of such licences or permits licences valid in Mauritius without test and without payment of fees.

11. (1) Remittances between the territory of Mauritius and the territory of the United Kingdom shall be freely permitted in respect of—

- (a) funds derived by members of the British Forces in Mauritius or civilian component from services or employment in connection with their official duties as members of the British Forces in Mauritius or civilian component;
- (b) official funds of the British Authorities and authorised service organisations;
- (c) funds derived by members of the British Forces in Mauritius or civilian component or dependants or by authorised service organisations from sources outside Mauritius subject to any laws or regulations of the United Kingdom in that respect.

(2) Remittances from Mauritius to the United Kingdom shall be freely permitted in respect of funds derived from the proceeds of sale of personal effects, furniture, motor vehicles and other property used by members of the British Forces in Mauritius or civilian component while serving in Mauritius which are disposed of in anticipation of departure from Mauritius.

12. The British Authorities, authorised service organisations and members of the British Forces in Mauritius and civilian component shall not be required to make national insurance contributions or similar payments under the law of Mauritius except in respect of citizens of or persons ordinarily resident in Mauritius in their employment.

13. (1) No restriction shall be placed on the movement of personnel of the armed forces of the United Kingdom, of members of the civilian component of dependants or of persons who are not citizens of or ordinarily resident in Mauritius and are employed by contractors as supervising or specialist staff.

(2) "Contractors" in this paragraph includes undertakings and persons with permanent places in business in Mauritius.

14. (1) The British Authorities may occupy, maintain and use all service establishments and service installations held used or occupied by them at the date of this Agreement whether vested in or belonging to the British Authorities or not with all rights and facilities necessary for the full use thereof including free and uninterrupted access for all persons authorised by the British Authorities.

(2) The British Authorities may establish, maintain and use such additional service establishments and service installations with all necessary rights and facilities as may from time to time be agreed between the British Authorities and the Authorities of Mauritius.

(3) The Authorities of Mauritius will ensure that there is no development or usage of land which in the opinion of the British Authorities would prevent the efficient operation of service establishments or service installations or endanger their security.

(4) The Government of the United Kingdom shall not be obliged on abandoning the use or occupation of service establishments, to leave such establishments in the condition in which they were before such use or occupation.

(5) The British Authorities may with the agreement of the Authorities of Mauritius construct, develop and maintain existing and new facilities, including roads, railways, bridges, harbours, airfields, POL depots, channel entrances and anchorages within or for service establishments and service installations as the British Authorities consider necessary.

(6) Exemption from the laws of Mauritius shall be granted to the British Authorities to such extent as may be necessary to enable the unhampered use and effective operation of service establishments and service installations.

15. (1) All lands in Mauritius vested in or belonging to the British Authorities for the purposes of the British Forces in Mauritius (including recreational purposes) or for the purposes

of any authorised service organisation shall continue to remain so vested for whatever interest such lands were respectively held before Independence.

(2) The lands vested in the British Authorities or held by the Government of Mauritius on behalf of the British Authorities and no longer required by those authorities for defence purposes and any other lands occupied by the British Authorities which may become surplus to service requirements shall be transferred to or otherwise made available to the Government of Mauritius without any payment by the Government of Mauritius other than the costs of effecting any transfer. The British Authorities may, after consultation with the Government of Mauritius, remove or demolish or otherwise dispose of any service installation on any such lands and no compensation shall be payable in respect of any such removal, demolition or disposal.

(3) Where additional land is required by the British Authorities for the purposes of this Agreement, the Government of Mauritius will take the necessary steps to ensure that such land is acquired (if it is not already in the ownership of the Government of Mauritius) and is made available to the British Authorities by the Government of Mauritius on such terms and conditions as may be agreed between the British Authorities and the Government of Mauritius at the time.

16. Where land or buildings held by the British Authorities in Mauritius for the purpose of this Agreement fall within the area of a Local Government Authority, the Government of the United Kingdom shall make to the Government of Mauritius a contribution ascertained on a basis agreed between the Government of the United Kingdom and the Government of Mauritius which will take into account the extent to which the facilities or services rendered by that Local Government Authority and normally covered by the General Rating assessment, are enjoyed by the services and facilities provided or undertaken by the British Authorities on their own behalf and any service or facility provided or undertaken by the British Authorities for the Local Government Authority or for the benefit of the inhabitants of the area.

17. (1) The British Authorities may take such measures as they think necessary to ensure the security of service establishments and service installations and of persons and property in them, and of United Kingdom official information.

(2) The Authorities of Mauritius shall, outside service establishments and service installations, take such measures as are necessary to ensure the security of members of the British Forces in Mauritius, civilian component and dependants and their property, or United Kingdom property, including land held, occupied or used by the British Authorities or authorised service organisations and to ensure the security of United Kingdom official information. In the event of any immediate threat to that security or in any other emergency the British Authorities may take such measures, including the use of force, as they consider necessary to protect such security until the Authorities of Mauritius are able to ensure that security.

(3) The British Authorities may for the purpose of this Agreement and for the purpose of ensuring the security of service establishments and service installations and the security of United Kingdom property, raise and maintain a civil police force which may include citizens of Mauritius, and every member of such civil police force shall have, within service establishments and service installations, all the powers and privileges that members of the Mauritius police have or may have by virtue of any law.

(4) There shall be co-operation between the Authorities of Mauritius and the British Authorities in taking such steps as from time to time may be necessary to ensure the security of the British Authorities, authorised service organisations and members of the British Forces in Mauritius, civilian component and dependants and their property.

(5) Members of the British Forces in Mauritius and the civil police force referred to in sub-paragraph (3) of this paragraph shall have the sole right to police service establishments and service installations, including the right to arrest and search therein any person suspected of having committed an offence within any such establishment or installation where the right to arrest and search does not already exist by virtue of powers granted in accordance with sub-paragraph (3) of this paragraph. Persons arrested in accordance with this paragraph shall, if not subject to the jurisdiction of the British Armed Service Authorities under the provisions of this Annex, be handed over forthwith to the appropriate Authorities of Mauritius to be dealt with by the normal process of law.

18. (1) The British Authorities shall have the right to instal and operate freely in Mauritius new and existing telecommunication systems and electronic systems of the British Authorities and to use the radio frequencies which they consider necessary for that purpose.

(2) The British Authorities shall have the right to notify the frequencies used by them in Mauritius to the International Telecommunications Union and to be internationally responsible for them.

(3) There shall be full co-operation between the British Authorities and the Authorities of Mauritius to ensure that any new telecommunication or electronic systems that may be proposed shall not interfere with any existing or projected systems.

19. (1) Vessels, vehicles and aircraft which are the property of the British Authorities or authorised service organisations shall be exempt from any form of registration, licensing, compulsory testing or taxation in respect of their use and vehicles which are the property of the British Authorities shall also be exempt from any form of compulsory insurance. For the purpose of this sub-paragraph a vessel or aircraft on hire or charter to the British Authorities and for the period of such hire or charter exclusively in their service shall be treated as being the property of the British Authorities.

(2) The movement of vessels, vehicles and aircraft belonging to hired or chartered by the British Authorities in or over Mauritius and territorial waters of Mauritius under this Agreement shall be free of compulsory pilotage, harbour charges and all dues or tolls except charges for specific services rendered at the request of the British Authorities. Such vessels, vehicles and aircraft shall have freedom of movement in and over the territory and territorial waters of Mauritius. Such vessels may enter and use harbour and port facilities in accordance with normal international practice and port regulations.

(3) The Government of the United Kingdom shall have the right for military aircraft of the United Kingdom as well as aircraft hired or chartered by the British Authorities to fly in the airspace over Mauritius and to use airfields in Mauritius, including any facilities on or

connected with the airfields and the British Authorities shall have the right on the airfields to provide services and establish facilities for such aircraft of the United Kingdom.

(4) Such vehicles as are mentioned in sub-paragraph (1) of this paragraph shall have freedom of entry to and egress from all service establishments and service installations.

20. The British Authorities may employ and use for themselves, authorised service organisations and members of the British Forces in Mauritius, civilian component and dependants any and all public utilities and other services and facilities, airfields, ports, harbours, roads, highways, railways, bridges, viaducts, canals, lakes, rivers and streams in Mauritius and the Authorities of Mauritius shall use their best endeavours to ensure that the same conditions for such employment and use are available to the British Authorities as those applicable from time to time to the Authorities of Mauritius.

21. (1) The British Authorities, authorised service organisations and contractors may employ such local labour as they require for the purpose of this Agreement and in particular for the construction maintenance and operation of service establishments and service installations.

(2) The recruitment of civilian labour in Mauritius shall, so far as is practicable be effected through or in consultation with the labour exchanges of Mauritius.

(3) There shall be no restrictions on the right of the British Authorities to engage and discharge such labour, and accordingly any necessary exemption shall be given from laws restricting the engagement and discharge of labour or preventing the employment of labour for the purposes for which labour is required.

(4) The gratuities payable to workmen discharged as redundant shall be such as may be agreed between the British Authorities and the Authorities of Mauritius.

(5) Subject as aforesaid the conditions of service and pay of workmen employed by the British Authorities, authorised service organisations and contractors shall as far as possible follow the conditions of service and pay obtaining in local good employment in the Island.

(6) The British Authorities will notify the Authorities of Mauritius before effecting any large reduction in the number of workmen in the employment of the British Authorities.

22. (1) The British Authorities and authorised service organisations may employ contractors in Mauritius and contractors may import into Mauritius free of duty plant, equipment and materials required by them for carrying out projects for the British Authorities or authorised service organisations. Any such plant or equipment shall be liable to duty as if it had not been imported under this sub-paragraph if it is neither incorporated in such a project nor re-exported within a reasonable time after its use for such a project has ceased or if it is made use of for any purpose other than such a project.

(2) "Contractors" in this paragraph includes undertakings and persons with permanent places of business on Mauritius.

23. (1) The British Authorities may after consultation with the Authorities of Mauritius make land and hydrographic surveys of any kind in any part of Mauritius for the purpose of

this Agreement and shall make available the results of such surveys to the Authorities of Mauritius on request.

(2) The Authorities of Mauritius and the British Authorities in Mauritius shall each make available to the other meteorological information in their possession.

24. The British Authorities will be afforded the use of such areas outside service establishments and under such conditions as may be agreed from time to time with the Authorities of Mauritius for the purpose of periodic training and exercises by the British Forces in Mauritius. Provided that the British Authorities shall give the Authorities of Mauritius such prior notice as may be agreed of their requirement to use such areas.

25. (1) The British Authorities may operate without restriction by means of Forces Post Offices established within Mauritius full postal services to from and within Mauritius for the use of the British Forces in Mauritius civilian component and dependants and authorised service organisations.

(2) All documents and articles officially sealed and carried by properly identified courier shall be exempt from customs or any other inspection.
