

No. 9268

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

Exchange of letters constituting an agreement for the provision of assistance or advice in connection with the staffing, administration and training of the Police Forces of Mauritius (with appendix). Port Louis, 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**

Échange de lettres constituant un accord relatif à l'assistance fournie ou aux conseils donnés pour le recrutement, l'administration et l'instruction des forces de police mauriciennes (avec appendice). Port-Louis, 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. 9268. EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF MAURITIUS FOR THE PROVISION OF ASSISTANCE OR ADVICE IN CONNECTION WITH THE STAFFING, ADMINISTRATION AND TRAINING OF THE POLICE FORCES OF MAURITIUS. PORT LOUIS, 12 MARCH 1958

I

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

BRITISH HIGH COMMISSION

Mauritius, 12th March 1968

My dear Prime Minister,

I have the honour to refer to the request of the Government of Mauritius made in accordance with Article 5 of the Agreement on Mutual Defence and Assistance signed at Port Louis on 12th March, 1968,² for the provision by the Government of the United Kingdom of assistance or advice in connection with the staffing, administration and training of the police forces of Mauritius and to propose the following arrangements regarding the manner and extent upon which such assistance shall be provided.

The armed forces of the United Kingdom stationed in Mauritius in accordance with Article 4 of the Agreement on Mutual Defence and Assistance may include a detachment of volunteers from those forces (to be known as "The British Detachment") under the command of a British Officer who will be responsible to the Government of the United Kingdom through his service superiors for the command, discipline, efficiency and administration of the British Detachment. The duties of the British Detachment will be, to the extent of the establishment and equipment available to them, to render such assistance to the authorities of Mauritius in commanding, assisting, training and developing the police forces of Mauritius as may be agreed between the British authorities and the authorities of Mauritius. They shall carry out these duties in co-operation with the authorities of Mauritius. Members of the British Detachment will be selected as individuals, having regard to the requirement of the Mauritius authorities and may, where agreed between the British authorities and the authorities of Mauritius, serve in executive capacities in such police forces. The Government of the

¹ Came into force on 12 March 1968, by the exchange of the said letters.

² See p. 3 of this volume.

United Kingdom may withdraw the services of all or any members of the British Detachment after consultation with the Government of Mauritius. Members of the British Detachment 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 any disciplinary or other regulations applicable to such police forces nor to the jurisdiction of any authority, court or tribunal deriving its constitutional power under such regulations.

In its application to members of the British Detachment the Annex to the Agreement on Mutual Defence and Assistance paragraph 4 shall be amended as follows:

Sub-paragraphs (1), (2), (3), (4) (c), (5) (b), (6) and (7) shall not apply to members of the British Detachment and the following shall be substituted for paragraph 4 (1)—

“4 (1) (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 members of the British Detachment under the Service Law of the United Kingdom:

(b) the Courts of Mauritius shall not exercise any criminal jurisdiction over members of the British Detachment.”

The cost of meeting claims arising out of acts or omissions of members of the British Detachment done or omitted in the course of their service as such shall be borne by the Government of Mauritius and accordingly the following sub-paragraph shall be substituted for sub-paragraph (2) if paragraph 5 of the Annex to the Agreement on Mutual Defence and Assistance in the application of that Agreement to members of the British Detachment—

“(2) The Government of Mauritius will keep the Government of the United Kingdom its authorities and persons in its service including members of the British Detachment indemnified against all claims in respect of the activities of members of the British Detachment or the acts or omissions of such members and all such claims will be investigated and settled by the Government of Mauritius 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 Mauritius.”

In all other respects the provision of the said Annex shall apply to members of the British Detachment and their dependants.

The apportionment of the cost of the provision of the British Detachment or the contribution thereto as between the Government of the United Kingdom and the Government of Mauritius shall be as mutually arranged between them from time to time while these arrangements remain in force.

The provisions regarding the terms of service of members of the British Detachment shall be those set out in the Appendix to this letter.

I have the honour to propose that if these arrangements are acceptable to the Government of Mauritius this Letter together with your reply to that effect shall constitute an Agreement between our two Governments, which shall be deemed to enter into force on 12th March, 1968, and shall continue in force until determined by the giving by either Government to the other Government of written notice of

determination, whereupon this Agreement shall forthwith determine except any provisions thereof relating to the criminal jurisdiction of the Courts of Mauritius, the indemnities afforded by the Government of Mauritius, the treatment of claims and the financial obligations of either Government, which provisions shall remain in force.

Yours sincerely,

ARTHUR WOOLLER

APPENDIX

Period of Service

1. The period of service will be from the day embarkation leave begins until the day end-of-tour leave ends, and will include—

- (a) embarkation leave;
- (b) a tour of two years including local leave which may be extended by one year at the request of the Mauritius Government, and with the agreement of the United Kingdom Government and the individual;
- (c) a further consecutive tour of two years, provided a member of the British Detachment volunteers at least nine months before the end of his first tour, and the Mauritius and United Kingdom Governments agree;
- (d) end of tour leave which may be taken in the United Kingdom consisting of—
 - (i) disembarkation leave of 14 days,
 - (ii) one additional day for each month of service in Mauritius in excess of six months,
 - (iii) annual leave due during a tour but not taken-up to a maximum of 10 days per year in Mauritius,
 - (iv) 7 days travelling time.

Leave

2. The leave entitlement will be—

- (a) embarkation leave of 14 days;
- (b) annual leave to a maximum of 42 days, 10 days of which may be accumulated and added to end of tour leave;
- (c) sick and compassionate leave if warranted under United Kingdom Service Regulations;
- (d) end of tour leave, which will count as inter-tour leave when a member of the British Detachment has volunteered and been accepted for a second tour.

Promotion

3. Members of the British Detachment will be eligible for promotion in accordance with United Kingdom Service Regulations.

Termination of Service

4. (a) If a member of the British Detachment neglects or refuses to perform his duties or is unable to do so by reason of disciplinary action, ill health or any other reason, or if he misconducts himself or is unsuitable or inefficient, the Government of Mauritius, after consultation with the Senior Officer of the British Detachment, may request the termination of service of the individual with the British Detachment.

(b) In the event of an unforeseen reduction in the establishment of the British Detachment or in the requirement of the Government of Mauritius for the services of the British Detachment the service of an individual with the British Detachment may be terminated after six months previous written notice has been given by one Government to the other Government.

(c) If the Senior Officer of the British Detachment is of the opinion that an individual has strong compassionate grounds for being relieved of his obligations to complete a full tour of duty, the service of that individual with the British Detachment will terminate on a date to be agreed between the Government of Mauritius and the United Kingdom High Commissioner.

Applicability of United Kingdom Service Regulations

5. All members of the British Detachment 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

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

Dependants

7. Married members of the British Detachment will normally be accompanied by their dependants.

Definition

8. "United Kingdom Service Regulations" means any statute, order, regulation, warrant or instruction relating to the armed forces.

II

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

PRIME MINISTER'S OFFICE

Port Louis, 12th March 1968

My dear High Commissioner,

I have received your Letter of today's date setting out in that Letter and in an Appendix the arrangements regarding the manner and extent upon which assistance will be provided by the Government of the United Kingdom in connection with the training of the police forces in Mauritius a copy of which together with its Appendix is attached.

In reply I have to inform you that the proposed arrangements are acceptable to the Government of Mauritius who, therefore, agree that your Letter together with its Appendix and this reply shall be regarded as constituting an Agreement between our two Governments in this matter which shall enter into force on 12th March, 1968.

Yours sincerely,

S. RAMGOOLAM

[*Enclosure as in Letter I*]
