

No. 9737

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**MAURITIUS  
and  
UNITED STATES OF AMERICA**

**Agreement regarding the provision of facilities for United States Air Force aircraft at Plaisance Airfield in connection with the Apollo Project (with agreed minute). Signed at Port Louis on 3 September 1968**

*Authentic text: English.*

*Registered by Mauritius on 31 July 1969.*

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**MAURICE  
et  
ÉTATS-UNIS D'AMÉRIQUE**

**Accord concernant les installations et moyens mis à la disposition d'appareils de l'Armée de l'air des États-Unis sur l'aérodrome de Plaisance dans le cadre du projet « Apollo » (avec note concertée). Signé à Port-Louis le 3 septembre 1968**

*Texte authentique: anglais.*

*Enregistré par Maurice le 31 juillet 1969.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF MAURITIUS AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA REGARDING THE PROVISION OF FACILITIES FOR UNITED STATES AIR FORCE AIRCRAFT AT PLAISANCE AIRFIELD IN CONNECTION WITH THE APOLLO PROJECT

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Whereas the United States Government has a requirement for the use of Plaisance Airfield in Mauritius for purposes connected with the Apollo Project ;

And whereas the Government of Mauritius has agreed to grant to the United States Government rights and facilities to satisfy that requirement of the United States Government ;

Now therefore the Government of Mauritius and the United States Government have agreed as follows :

*Article 1*

For the purpose of the present Agreement—

- (a) “ United States Air Force Personnel ” means United States military personnel ;
- (b) “ Parking apron ” means the parking apron to be constructed at Plaisance Airfield in connection with the Apollo Project.

*Article 2*

The agency responsible for the implementation of this Agreement on behalf of the United States Government shall be the United States Air Force, acting under the political guidance of the United States Ambassador in Mauritius.

*Article 3*

(a) Subject to the provisions set forth below, United States Air Force aircraft may freely enter, operate within, and depart from Mauritius airspace, subject to air traffic control, and use the facilities and services at Plaisance Airfield for the purpose of this Agreement.

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<sup>1</sup> Came into force on 3 September 1968 by signature, in accordance with article 15.

(b) For the purpose of this Agreement, the United States Air Force may four times a year or, with the consent of the Government of Mauritius, more often (each such deployment to last about one to four weeks):

- (i) station United States Air Force personnel;
- (ii) store supplies;
- (iii) operate communications equipment; and
- (iv) service and maintain United States Air Force aircraft.

(c) United States Air Force aircraft may, when performing missions covered by this Agreement, use the parking apron at Plaisance Airfield on a priority basis and operate out of Plaisance Airfield and move in the airspace of Mauritius freely and unhindered. To this end, mutually satisfactory operational details shall be worked out in advance of each mission by the United States Air Force and appropriate Mauritian authorities.

(d) The Government of Mauritius shall have the right to use the parking apron free of charge whenever it is not needed by the United States Air Force for the purpose of this Agreement.

(e) The parking apron will on January 1, 1972, revert to the Government of Mauritius for its use as a part of the civil airport. However, the Government of Mauritius agrees to provide at all times thereafter suitable parking space to THREE United States Air Force aircraft whenever those aircraft are performing missions covered by this Agreement.

#### *Article 4*

(a) The Government of Mauritius undertakes to construct at Plaisance Airfield, as part of its development, a parking apron and to carry out such other work as may be requested by the United States Air Force for the purpose of this Agreement.

(b) The Government of the United States shall pay to the Government of Mauritius the sum of United States \$ 274,000 being the agreed cost of the construction of the parking apron.

#### *Article 5*

Subject to mutually satisfactory arrangements with the appropriate Mauritian Authorities, the United States Air Force shall provide the specifications required for the construction of the parking apron at Plaisance Airfield. The land required for this purpose shall be provided by the Govern-

ment of Mauritius at no cost to the United States Government; nor shall the United States Government be under any obligation to restore the land so made available to its original condition.

#### *Article 6*

(a) The United States Government shall retain title to, and ownership of, all materials, equipment, supplies (including petroleum, oil and lubricants), goods and other moveable property brought into or acquired in Mauritius by the United States Government or on its behalf for the purpose of this Agreement. Such property, including official papers, shall be exempt from inspection, search or seizure.

(b) Such property may be brought into, used in, and removed from Mauritius by the United States Government or on its behalf free of any prohibitions or restrictions whatsoever.

(c) Any such property not removed or disposed of within a reasonable time after the termination of this Agreement shall become the property of the Government of Mauritius.

#### *Article 7*

(a) United States Air Force personnel who may be brought into Mauritius for the purpose of this Agreement shall be exempt from passport and visa requirements, immigration inspection and any registration or control as aliens. Such persons shall be issued with appropriate identification cards, specimen of which shall be supplied to the Government of Mauritius.

(b) The United States Government shall, whenever so requested by the Government of Mauritius, remove, as soon as practicable, any United States Air Force personnel whose conduct renders his presence in Mauritius undesirable. The cost of such removal shall be borne by the United States Government.

#### *Article 8*

(a) No import duty, export duty or other taxes shall be imposed upon or collected from the United States Government in respect of the importation into, use in or export from Mauritius of material, equipment, supplies (including petroleum, oil and lubricants), goods or property brought into Mauritius by or for the use of the United States Government for the purpose of this Agreement. However, any property imported in Mauritius shall not be disposed of within Mauritius except on payment of the appropriate duty on its current value.

(b) Without prejudice to the exemption set out in the preceding paragraph, United States Air Force personnel shall be exempt from—

- (i) taxes on salary, income or other emoluments received from the United States Government or on other income derived from services outside Mauritius or on personal property the presence of which in Mauritius is due solely to their temporary presence in connection with this Agreement;
- (ii) taxes imposed or collected on personal effects imported to or exported from Mauritius. However, effects imported in Mauritius shall not be disposed of within Mauritius except on payment of the appropriate duty on their current value.

(c) The United States Government may procure locally such goods, materials, supplies (including petroleum, oil and lubricants), and services as may be required for United States Air Force operations in Mauritius for the purpose of this Agreement. No readily identifiable import duty or other taxes shall be imposed or collected in respect of any such items procured locally by or for the use of the United States Government for the purpose of this Agreement.

(d) No landing, overflight or fuel through-put charges shall be levied against United States Air Force aircraft whenever in Mauritius for the purpose of this Agreement.

(e) The United States Air Force and the Government of Mauritius shall take such measures as may be necessary to prevent abuse of the privileges granted under this paragraph.

#### *Article 9*

The United States Air Force and United States Air Force personnel may for the purpose of this Agreement use the public services and facilities belonging to, or controlled or regulated by, the Government of Mauritius. The conditions of such use, including charges therefor, shall be no less favourable than those available to other users.

#### *Article 10*

In addition to frequencies which may already have been allocated for United States Air Force use, the United States Air Force may for the purpose of this Agreement use also other radio frequencies, power and band widths for communications and test operations, subject only to advance co-ordination with the appropriate Mauritian authorities. The Government of Mauritius shall take such steps as may be necessary to prevent interference

with the frequencies allocated for use by the United States Air Force for the purpose of this Agreement.

*Article 11*

The United States Air Force shall provide for the security of the United States Air Force aircraft and their contents while on board the aircraft. The appropriate Mauritian authorities shall provide for the security of the parking apron and all other property of the United States Air Force in Mauritius for the purpose of this Agreement. Such security shall be provided in the same manner and to the same extent as is provided at Plaisance Airfield by the Government of Mauritius to other aircraft and their property located at the airport.

*Article 12*

The United States Air Force and the appropriate Mauritian authorities may, from time to time, make such supplementary arrangements as may be required for carrying into effect this Agreement.

*Article 13*

(a) Nothing contained in this Agreement shall be so construed as to prejudice the authority of the Government of Mauritius with regard to the affairs of Mauritius, except to the extent necessary to satisfy the requirement of the United States Government as set forth in this Agreement.

(b) The United States Government shall take all necessary measures to ensure that United States Air Force personnel in Mauritius for the purpose of this Agreement shall respect the laws of Mauritius and customs and traditions of the people of Mauritius and refrain from any activity inconsistent with the purpose of this Agreement, and in particular from any political activity in Mauritius.

*Article 14*

(a) The United States Government shall, in consultation with the Government of Mauritius, take all reasonable precautions against possible damage resulting from operations under this Agreement.

(b) The United States Government agrees to pay just and reasonable compensation in settlement of civilian claims (other than contractual claims) arising out of acts or omissions by United States Air Force personnel done in the performance of their official duties, or any other act, omission or occurrence for which the United States Air Force is legally responsible.

*Article 15*

This Agreement shall come into force on the date of its signature and shall remain in force for a period of ten years. Thereafter, it shall remain in force until terminated by either Government after six months' notice in writing by the one Government to the other Government of its intention to terminate the Agreement.

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

DONE at Port Louis on the third day of September 1968.

For the Government  
of Mauritius:

S. RAMGOOLAM  
Prime Minister  
and Minister for External Affairs

For the United States  
Government:

William B. HUSSEY  
Chargé d'Affaires a.i.

## AGREED MINUTE

In the course of discussions leading up to the Agreement of August, 1968, between the United States Government and the Government of Mauritius regarding the provision of facilities for United States Air Force aircraft at Plaisance Airfield in connection with the Apollo Project, the following understandings were reached:

1. With reference to paragraph (4) of the Agreement, it is understood that the United States Air Force will in the following manner, reimburse to the Government of Mauritius for the construction of the parking apron provided for in the Agreement:

- (a) The parking apron is being constructed as a part of a contract between the Government of Mauritius and Randabel & Sons Ltd. The contract is being supervised by the Architectural and Engineering firm Sir Alexander Gibb and Partners (Africa). The Government of Mauritius makes payments to the contractor and to the Architectural and Engineering firm as work progresses.
- (b) The United States Air Force will pay the Government of Mauritius the total of two hundred and seventy four thousand dollars (\$ 274,000) as reimbursement for all cost of construction of the parking apron including the fees for architectural and engineering services.

- (c) Payments will be made by the United States Air Force monthly as the work progresses based on a progress chart to be submitted with the first billing.
- (d) Billings based on the progress of the work and progress reports will be forwarded monthly to Commander 6550th Air Base Group, P.O. Box 4156 Patrick AFB, Florida, through the American Embassy in Port Louis.
- (e) Payments will be made by cheque made payable to the Government of Mauritius in United States Dollars from funds accounting classification 57x3600 28947P2 P620999 276170 592 S662400 MR.

2. With reference to paragraph (5) of the Agreement, it is understood that the only construction requirement is for a parking apron at Plaisance Airfield and that the Government of Mauritius, at the request of the United States Air Force, will arrange for this construction. The appropriate authorities of the two Governments will work out detailed plans, procedures and schedules to ensure that the parking apron will be ready for use for the purpose of the Agreement by not later than March 31, 1969, and that the cost will not exceed U.S. \$ 274,000. It is further understood that the Government of Mauritius has the right to use the parking apron free of charge whenever the apron is not needed by the United States Air Force for the purpose of the Agreement. It is also understood that the Government of Mauritius will maintain at all times the apron in a good operational condition at no cost to the United States Government.

3. With reference to paragraph (9) of the Agreement, the Government of Mauritius shall, on request by the United States Air Force, make available, on a timely basis, public services and facilities belonging to, or controlled or regulated by, the Government of Mauritius.

4. With reference to paragraph (10) of the Agreement, in addition to aircraft communication systems, a portable ground radio receiver and transmitter of low power operating in the VHF band may be used by the United States Air Force prior to and during Apollo missions.

5. With reference to paragraph (13) (b) of the Agreement, it is understood that the United States Air Force, in order to fulfil their responsibilities and to maintain good order and discipline, may have custody of, investigate offences allegedly committed by, and exercise exclusive criminal jurisdiction over U.S. personnel subject to United States military law and may also, as deemed necessary, remove those persons from Mauritius.

The United States Government will however give sympathetic consideration to any request of the Mauritian Authorities to exercise criminal jurisdiction in any specific case which the Mauritian Authorities regard as of particular importance.

DONE at Port Louis on the third day of September 1968.

For the Government  
of Mauritius:

S. RAMGOOLAM  
Prime Minister  
and Minister for External Affairs

For the United States  
Government:

William B. HUSSEY  
Chargé d'Affaires a.i.