

**No. 10615**

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**UNITED STATES OF AMERICA  
and  
MAURITIUS**

**Exchange of notes constituting an agreement concerning the provision and installation of certain distance measuring equipment at Plaisance Airfield, Mauritius. Port Louis, 4 November and 29 December 1969**

*Authentic text: English.*

*Registered by the United States of America on 3 August 1970.*

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

**Échange de notes constituant un accord relatif à la fourniture et à l'installation d'un dispositif de mesure de distance à l'aérodrome de Plaisance (Maurice). Port-Louis, 4 novembre et 29 décembre 1969**

*Texte authentique: anglais.*

*Enregistré par les États-Unis d'Amérique le 3 août 1970.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT <sup>1</sup>  
BETWEEN THE UNITED STATES OF AMERICA AND  
MAURITIUS CONCERNING THE PROVISION AND  
INSTALLATION OF CERTAIN DISTANCE MEASURING  
EQUIPMENT AT PLAISANCE AIRFIELD, MAURITIUS

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I

The Embassy of the United States of America presents its compliments to the Prime Minister's Office (External Affairs) and has the honor to refer to discussions held between representatives of the Government of Mauritius and the Government of the United States concerning the provision by the United States and installation of certain Distance Measuring Equipment at Plaisance Airfield, Mauritius. In consideration of the mutual interests of our two Governments enhancing aircraft safety at Plaisance Airfield, the United States proposes to undertake the procurement and installation at the airfield, of a 496 Distance Measuring Equipment System, manufactured by International Wilcox Electric, a United States company. Title to the equipment will remain with the Government of the United States. The Government of Mauritius will, however, have full right of usage and will make available these services to the U.S. Government as may be required from time to time. The Government of Mauritius will undertake full responsibility for operation and maintenance of the equipment upon completion of the installation and calibration. The Government of the United States shall not be liable for any damage to property or injury to persons solely by reason of its retention of title in the 496 Distance Measuring Equipment System, and accordingly, the Government of Mauritius shall hold the Government of the United States harmless from any claims that may arise in connection with the operation, maintenance and use of the said equipment by the Government of Mauritius. Further, the United States Government can assume no obligation for supporting or training personnel in operating or maintaining the equipment.

The Embassy has the honor to propose that, if the conditions set forth above are acceptable to the Government of Mauritius, this Note and the Note of the Government of Mauritius in reply shall constitute an agreement govern-

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<sup>1</sup> Came into force on 29 December 1969 by the exchange of the said notes.

ing the installation, operation and use of Distance Measuring Equipment at Plaisance Airfield, Mauritius.

Embassy of the United States of America  
Port Louis, November 4, 1969

## II

### MINISTRY OF EXTERNAL AFFAIRS, TOURISM AND EMIGRATION MAURITIUS

No. 13/69 (53.35/1)

29th December, 1969

The Ministry of External Affairs, Tourism and Emigration present their compliments to the Embassy of the United States of America and with reference to their Note of the 4th November, concerning the installation, operation and use of a 496 Distance Measuring Equipment system manufactured by International Wilcox Electric at Plaisance Airfield, have the honour to inform them that the conditions set forth hereunder are acceptable to the Government of Mauritius.

- (a) Title to the equipment will remain with the Government of the United States. The Government of Mauritius will, however, have full right of usage and will make available these services to the United States Government as may be required from time to time.
- (b) The Government of Mauritius will undertake full responsibility for operation and maintenance of the equipment upon completion of its installation and calibration.
- (c) The Government of the United States shall not be liable for any damage to property or injury to persons solely by reason of its retention of title in the 496 Distance Measuring Equipment system, and accordingly, the harmless from any claims that may arise in connection with the operation, maintenance and use of the said equipment by the Government of Mauritius.
- (d) The United States Government, however, will be under no obligation for supporting or training personnel in operation or maintaining the equipment.

The Ministry of External Affairs, Tourism and Emigration also wish to inform the Embassy of the United States of America that the Government of Mauritius will inform ICAO that DME is being installed as soon as the equipment is received and will notify the final commissioning date. The DME will

be flight calibrated both initially and subsequently every six months in the same way as the VOR is now flight calibrated. The Director of Civil Aviation will take up with Wilcox the equipment's requirements for spare parts. It is further the intention of the Government of Mauritius to train three officers from the Department of Civil Aviation with Messrs. Worthy & Co, in Nairobi, preferably.

The above Agreement between the Government of the United States and the Government of Mauritius concerning the installation of a 496 Distance Measuring Equipment System may be the subject of a public announcement at a mutually satisfactory time.

The Ministry of External Affairs, Tourism and Emigration avail themselves of this opportunity to renew to the Embassy of the United States of America the assurances of their highest consideration.

Embassy of the United States of America  
Port Louis

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