

No. 12632

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

Exchange of notes constituting an agreement relating to certain teachers designated by the Government of the United Kingdom for employment by Gambian secondary schools (with annex). Bathurst, 22 March 1971 and 12 October 1972

Authentic text: English.

Registered by the United Kingdom of Great Britain and Northern Ireland on 19 June 1973.

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

Échange de notes constituant un accord relatif à certains professeurs détachés par le Gouvernement du Royaume-Uni en vue de leur emploi dans des écoles secondaires gambiennes (avec annexe). Bathurst, 22 mars 1971 et 12 octobre 1972

Texte authentique: anglais.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 19 juin 1973.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE GAMBIA RELATING TO CERTAIN
TEACHERS DESIGNATED BY THE GOVERNMENT OF THE
UNITED KINGDOM FOR EMPLOYMENT BY GAMBIAN
SECONDARY SCHOOLS

I

*The Secretary-General of the Government of the Gambia to the United Kingdom
High Commissioner at Bathurst*

PRESIDENT'S OFFICE
BATHURST

22nd March, 1971

Sir,

I have the honour to refer to discussions which have taken place between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Gambia relating to certain teachers employed by the Gambia High School, St. Augustine's School or St. Joseph's School, and to place on record the terms of the Agreement which was resolved:

1. The Government of the United Kingdom will provide assistance upon the terms and conditions set out in the annex to this letter in respect of certain expatriate staff in the service of the Gambia High School, St. Augustine's School or St. Joseph's School (hereinafter referred to as "the employing authorities").

2. The allowances, grant and gratuity paid by the Government of the United Kingdom to staff designated under this Agreement shall be exempt from the payment of income tax under any law in force in the Gambia.

3. This Agreement comes into operation on 1st April 1971 and shall terminate, unless some other date is agreed between the Government of the United Kingdom and the Government of the Gambia, on 31st March 1976.

I have the honour to be, Sir, Your obedient Servant,

T. G. G. SENGHORE
for Secretary-General

ANNEX

TERMS AND CONDITIONS

1. The Government of the United Kingdom will make the payments specified in this annex to staff in the service of an employing authority who are designated by the Government of the United Kingdom in accordance with this Agreement (hereinafter referred to as "designated officers").

2. The Government of the United Kingdom will pay, on behalf of the employing authority, to each designated officer:

¹ Came into force on 12 October 1972 by the exchange of the said notes, with retroactive effect from 1 April 1971, in accordance with their provisions.

- (a) any salary supplement for which such officer may be eligible at such rates as may be specified from time to time by the Government of the United Kingdom;
- (b) any education allowance for which such designated officer may be eligible in respect of any child under such terms and conditions and at such rates as may be specified from time to time by the Government of the United Kingdom;
- (c) any appointment grant to which such officer may be eligible on such terms and conditions and at such rates as may be specified from time to time by the Government of the United Kingdom;
- (d) any gratuity payable to the officer as specified from time to time by the Government of the United Kingdom in respect of the addition to his emoluments of the salary supplement referred to in this paragraph.

3. The Government of the United Kingdom will meet the cost of holiday passages for the children of a designated officer to enable them to visit their parents in the Gambia, on such terms and conditions and occasions and in respect of such children and at such rates and by such classes of accommodation as may be specified from time to time by the Government of the United Kingdom.

4. Payments by the Government of the United Kingdom under paragraph 2 above will be made into an account at a bank outside the Gambia nominated by the officer and situated in Britain or Ireland or such other country as may be agreed by the Government of the United Kingdom.

5. The employing authority will provide the Government of the United Kingdom with such information as that Government may require in connection with the operation of this Agreement.

6. The employing authority will promptly inform the Government of the United Kingdom of any event which might affect the eligibility of a designated officer under this Agreement to receive payments from the Government of the United Kingdom.

7. Whenever the employing authority wishes to renew the contract of a designated officer or to recruit an officer who may be eligible for designation, that authority will consult the Government of the United Kingdom and that Government will inform the authority whether or not the officer may be redesignated or designated as the case may be, in accordance with this Agreement.

8. The Government of the United Kingdom and each employing authority will hold periodic reviews of the requirements that the employing authority may have as regards the employment of designated officers in their service, so that the Government of the United Kingdom may determine the classes and numbers of officers whom the Government of the United Kingdom is prepared to designate. During such reviews the employing authority will provide the Government of the United Kingdom with such information as that Government may require in order to calculate the amounts payable by that Government and the number of officers to be designated.

9. An officer may be designated generally or for such period as may be specified in the designation; and the designation of an officer may be terminated at the discretion of the Government of the United Kingdom; provided that the Government of the United Kingdom in exercise of the discretion to terminate the designation of an officer shall take into account the consequences that would follow if designation were to be terminated.

II

*The United Kingdom High Commissioner at Bathurst to the Secretary-General
of the Government of the Gambia*BRITISH HIGH COMMISSION
BATHURST

12 October, 1972

Sir,

I have the honour to refer to discussions which have taken place between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Gambia relating to certain teachers employed by The Gambia High School, St. Augustine's School or St. Joseph's School, and to place on record the terms of the Agreement which was resolved:

1. The Government of the United Kingdom will provide assistance upon the terms and conditions set out in the annex to this letter in respect of certain expatriate staff in the service of The Gambia High School, St. Augustine's School or St. Joseph's School (hereinafter referred to as "the employing authorities").

2. The allowances, grant and gratuity paid by the Government of the United Kingdom to staff designated under this Agreement shall be exempt from the payment of income tax under any law in force in the Gambia.

3. This Agreement came into operation on 1st April 1971 and shall terminate, unless some other date is agreed between the Government of the United Kingdom and the Government of the Gambia, on 31st March 1976.

4. This Agreement replaces all previous agreements in respect of the employing authorities and should be cited as the British Expatriates Supplementation (The Gambia Secondary Schools) Agreement 1971.

I have the honour to be, Sir, Your obedient Servant,

J. R. W. PARKER
British High Commissioner

[Annex as under note I]
