

No. 12968

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
SIERRA LEONE**

Exchange of notes constituting an agreement concerning officers designated by the Government of the United Kingdom in the service of specified organisations or institutions in Sierra Leone (with annexes). Freetown, 20 and 29 March 1971

Authentic text: English.

Registered by the United Kingdom of Great Britain and Northern Ireland on 18 January 1974.

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

Échange de notes constituant un accord relatif aux agents affectés au service de certaines organisations ou institutions sierra-léoniennes par le Gouvernement du Royaume-Uni (avec annexes). Freetown, 20 et 29 mars 1971

Texte authentique : anglais.

Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 18 janvier 1974.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF SIERRA LEONE CONCERNING OFFICERS DESIGNATED BY THE GOVERNMENT OF THE UNITED KINGDOM IN THE SERVICE OF SPECIFIED ORGANISATIONS OR INSTITUTIONS IN SIERRA LEONE

I

*The United Kingdom High Commissioner at Freetown
to the Secretary to the Prime Minister of Sierra Leone*

BRITISH HIGH COMMISSION
FREETOWN

20 March 1971

TA 6/19

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 Sierra Leone relating to certain staff in the service of organisations or institutions specified in the first annex to this letter 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 second annex to this letter in respect of certain expatriate staff in the service of an organisation or institution listed in the first annex to this letter (hereinafter referred to as "the employing authorities"). The first annex to this letter may, by agreement between the Government of the United Kingdom and the Government of Sierra Leone, be varied or amended from time to time by adding thereto or deleting therefrom the name of any organisation or institution.

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 Sierra Leone.

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 Sierra Leone, on 31st March 1976.

2. If this letter and its annexes correctly sets out the terms that have been agreed I have the honour to suggest that this letter and your reply should be regarded as constituting an agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Sierra Leone replacing existing agreements in respect of any of the employing authori-

¹ Came into force on 1 April 1971, in accordance with sub-paragraph 3 of the said notes.

ties listed in the first annex, and should be cited as the British Expatriates Supplemental (Sierra Leone) Agreement 1971.

I am, Sir, Your obedient Servant,

S. J. L. OLVER
High Commissioner

FIRST ANNEX

University of Sierra Leone
Sierra Leone Ports Authority
Sierra Leone Electricity Corporation
Sierra Leone Mission Hospital

SECOND 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, after consultation with and on behalf of the employing authority, to each designated officer:

- (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 Sierra Leone, 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 Sierra Leone 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 Secretary to the Prime Minister of Sierra Leone
to the United Kingdom High Commissioner at Freetown*

PRIME MINISTER'S OFFICE
FREETOWN

29th March 1971

Your Excellency,

I have the honour to refer to your letter No. TA 6/19 of the 20th of March, which reads as follows:

[*See note I*]

2. I have great pleasure in confirming that your letter quoted above and this letter should be regarded as constituting an agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Sierra Leone replacing existing agreements in respect of any of the employing authorities listed in the first annex to your letter under reply and should be cited as the British Expatriates Supplementation (Sierra Leone) Agreement 1971.

3. Please accept, Your Excellency, the assurances of my highest consideration.

Yours faithfully,

G. L. V. WILLIAMS
Secretary to the Prime Minister