

No. 12967

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
EAST AFRICAN COMMUNITY**

**Exchange of notes constituting an agreement concerning
officers designated by the Government of the United
Kingdom in the service of the East African Commu-
nity. Nairobi and Arusha, 5 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
COMMUNAUTÉ DE L'AFRIQUE DE L'EST**

**Échange de notes constituant un accord relatif aux agents
affectés au service de la Communauté de l'Afrique de
l'Est par le Gouvernement du Royaume-Uni. Nairobi
et Arusha, 5 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 EAST AFRICAN COMMUNITY CONCERNING OFFICERS DESIGNATED BY THE GOVERNMENT OF THE UNITED KINGDOM IN THE SERVICE OF THE EAST AFRICAN COMMUNITY

I

The United Kingdom High Commissioner at Nairobi to the Secretary General of the East African Community at Arusha

BRITISH HIGH COMMISSION
NAIROBI

5 March 1971

My dear Secretary General,

Overseas Service (East African Community) Agreement 1971

I refer to the discussions which have taken place between the Government of the United Kingdom of Great Britain and Northern Ireland and the East African Community relating to certain officers in the service of the East African Community and its institutions who are designated by the Government of the United Kingdom and would like to place on record the terms of the agreement which was resolved:

1. The Government of the United Kingdom will make the reimbursements and payments, as specified in this Agreement, to or in respect of officers in the public service to the East African Community and its institutions (hereinafter referred to as the "Community") who are designated by the Government of the United Kingdom in accordance with this Agreement (such officers hereinafter being referred to as "designated officers").

2. The Government of the United Kingdom and the Community will hold annual reviews of the requirements that the Community may have as regards the employment of designated officers in their public service, so that the Government of the United Kingdom may, in consultation with the Community, determine the classes or categories of officers, members of which the Government of the United Kingdom is prepared to designate, the number of officers in each class or category which may be designated, and the maximum sum that will be available during any specified period to meet the obligations of the Government of the United Kingdom under this Agreement. During such annual review the Community 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.

3. An officer may be designated generally or for such periods 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

¹ Came into force on 1 April 1971, in accordance with sub-paragraph 13 of the said notes.

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.

4. The Government of the United Kingdom will reimburse the Community:

- (a) in the case of a designated officer serving on pensionable terms a sum equal to the inducement allowance paid to him by the Community, being an allowance taken into account in computing the pension for which such officer is eligible under the appropriate pension laws, at such annual rate as is specified by the Government of the United Kingdom less the sum agreed by that Government and the Community as being equivalent to the proceeds of taxation payable on that allowance;
- (b) one half of the aggregate amount paid by the Community in providing for designated officers and their dependent families passages on such occasions (not being occasions referred to in paragraph 6 of this Agreement) as the Community may, with the concurrence of the Government of the United Kingdom, prescribe.

5. The Government of the United Kingdom will, on behalf of the Community, pay direct to each designated officer (whether such officer is serving on contract or pensionable terms) :

- (a) an inducement allowance, which in the case of an officer serving on pensionable terms is not taken into account in computing his pension, at such rate as may be specified from time to time by the Government of the United Kingdom;
- (b) any education allowance for which the 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 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) that part of any gratuity payable to the officer which accrues to him by virtue of the addition to his emoluments of the inducement allowance referred to in this paragraph;
- (e) any allowance in respect of medical expenses for which the officer may be eligible under such terms and conditions and at such rates as may be specified from time to time by the Government of the United Kingdom.

6. The Government of the United Kingdom will, to the same extent as heretofore, meet the cost of holiday passages for the children of a designated officer, that is to say, passages to enable children to visit their parents in the partner State of the Community in which they are residing, 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.

7. The allowances, grant and gratuity payable direct to a designated officer by the Government of the United Kingdom in accordance with the provisions of this Agreement will be paid into an account at a bank nominated by the officer situated in the United Kingdom or the Republic of Ireland or such other country as may be agreed by the Government of the United Kingdom.

8. The allowances, grant and gratuity paid direct by the Government of the United Kingdom to a designated officer in respect of duties performed by him in East Africa shall be exempt from the payment of income tax under any law in force in East Africa, provided that the officer is regarded as resident in East Africa for the purposes of performing such duties.

9. In the event of a designated officer being seconded from the employment of the Community without the concurrence of the Government of the United Kingdom, the Community will, if requested to do so by the Government of the United Kingdom, pay to that Government a sum equal to the total cost of the reimbursements and payments made by that Government in respect of that officer whilst so seconded.

10. The Community will provide each designated officer with accommodation and basic furnishings in good condition and suitable to the rank and family circumstances of the officer at a rent reasonable in relation to his local basic salary.

11. The Community 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.

12. The Community will, whenever requested to do so by the Government of the United Kingdom, supply to that Government such accounts and other information in connection with the operation of this Agreement as may be specified in such request.

13. This Agreement shall come into operation on the first day of April 1971, and on the 31st day of March 1971, the Overseas Service (East African High Commission) Agreement 1961 (and the agreements amending that Agreement) shall terminate.

14. This Agreement shall be amended from time to time by mutual consent of the contracting parties and terminate, unless some other date is agreed between the Government of the United Kingdom and the Community, on 31 March 1976.

Yours ever,

ERIC NORRIS
High Commissioner

II

*The Secretary of the East African Community
to the United Kingdom High Commissioner at Nairobi*

Arusha

I thank you for your letter of 5th March, 1971 reading as follows:*

I confirm that the letter correctly states the understanding between the East African Community and the Government of the United Kingdom of Great Britain and Northern Ireland.

5th March, 1971.

Z.H.K. BIGIRWENKYA

* A copy of note I was attached, with a footnote defining "institutions" (see paragraph I of the Agreement) as follows:

"Institutions" stand for the East African Community, East African Railways Corporation, East African Harbours Corporation and East African Posts and Telecommunications Corporation.