

No. 16056

**UNITED STATES OF AMERICA
and
SEYCHELLES**

**Agreement relating to a tracking station on Mahe Island.
Signed at Victoria on 29 June 1976**

Authentic text: English.

Registered by the United States of America on 16 December 1977.

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

**Accord relatif à une station de poursuite sur l'île Mahé.
Signé à Victoria le 29 juin 1976**

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 16 décembre 1977.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES

Embodying the terms agreed upon between the Parties in London on the 18th day of March, 1976:

Article I. GENERAL PURPOSE

The United States Government is authorized to establish, operate and maintain, in the island of Mahe, a tracking and telemetry facility for orbital control and data acquisition in connection with various United States space projects, facilities for meteorological and seismological research, and for communications facilities for such projects and research.

Article II. DEFINITIONS

For the purpose of this Agreement:

1. "Contractor personnel" means employees of a United States contractor who are not ordinarily resident in Seychelles and who are there solely for the purposes of this Agreement;
2. "Dependents" means the spouse and children under 21 years of age of a person in relation to whom it is used; and, if they are dependent upon him for their support, the parents and children over 21 years of age of that person;
3. "Members of the United States Forces" means
 - a. military members of the United States Forces on active duty who are permanently or temporarily assigned to Seychelles for the performance of official duties;
 - b. civilian personnel accompanying the United States Forces and in their employ who are not ordinarily resident in Seychelles and who are there solely for the purpose of this Agreement; and
 - c. dependents of the persons described in paragraphs *a* and *b* above;
4. "United States authorities" means the authority or authorities from time to time authorized or designated by the United States Government for the purpose of exercising the powers in relation to which the expression is used;
5. "United States contractor" means any person, body or corporation ordinarily resident in the United States of America that, by virtue of a contract with the United States Government, is in Seychelles for the purposes of this Agreement, and includes a subcontractor;
6. "United States Forces" means the land, sea and air armed services of the United States, including the Coast Guard;
7. "Sites" means the sites provided under article IV of this Agreement so long as they are so provided, and "site" means any site so provided.

¹ Came into force on 29 June 1976 by signature, in accordance with article XXIV.

Article III. COSTS

The costs of constructing, installing, equipping, operating and maintaining the facilities shall be borne wholly by the United States Government.

Article IV. PROVISION OF SITES

1. The Government of Seychelles shall provide to the United States Government for the purposes of this Agreement such sites, rights of way and easements as may be agreed between the United States Government and the Government of Seychelles. The sites, rights of way and easements available to the United States Government for the purposes of this Agreement on the date it enters into force shall continue to be available during the lifetime of this Agreement. The sites, rights of way and easements referred to in this article shall be the subject of a lease to be concluded by appropriate authorities of the two Governments.

2. Access to the sites shall be limited to persons officially connected with the facilities, agreed-upon officials of the Government of Seychelles, and such other persons as may be agreed upon by representatives of the two Governments designated for that purpose. The United States Government will cooperate fully with the Government of Seychelles regarding access.

3. The United States Government may at any time notify the Government of Seychelles that it has vacated and no longer requires a site or specified portion thereof and thereupon such site or portion thereof shall, for the purposes of this Agreement, cease to be, or to be a portion of, a site. The United States Government shall be under no obligation to restore the sites to the condition in which they were at any time prior to their ceasing to be sites or parts of sites.

Article V. INSTALLATIONS

1. The United States Government shall have the right to establish, operate, maintain, and use an instrumentation and communications system solely for the purposes of this Agreement, including radar, telemetry radio, communication lines, meteorological and seismological equipment, and necessary supporting buildings and structures. Facilities for point-to-point communications shall be installed only to the extent that communications requirements cannot be met when needed by the Seychelles authorized telecommunications carrier. Communications facilities once installed by the United States Government may continue in operation by United States authorities notwithstanding expansion of capability by the Seychelles authorized telecommunications carrier.

2. Power for the facilities may, under license without charge from the Seychelles Electricity Department, be generated at the sites if the said Department itself is unable to supply power when needed of the type and quantity required. Power generating facilities once installed by the United States Government may continue in operation by United States authorities notwithstanding expansion of capability by the Seychelles Electricity Department.

3. The construction and maintenance of any roads needed to connect the sites with the local road system shall be at the expense of the United States Government. With respect to other than the aforementioned connecting roads, the United States Government, through the appropriate United States representative, shall consult from time to time with the Government of Seychelles

for the purpose of determining jointly the extent of any damage to such roads which may have been caused by United States operations, and the repairs which are necessary. The United States Government shall pay annually to the Government of Seychelles the amount of the cost of any such repairs.

4. The use of radio frequencies, powers, and band widths for radio services (including radar) shall be subject to the prior concurrence of the appropriate authorities of the Government of Seychelles. Radio frequencies, powers, and band widths in use by the United States Government on the date of entry into force of this Agreement shall continue to be available for such use. All radio operations shall comply at all times with the provisions of the International Telecommunication Convention.¹

Article VI. PROPERTY

1. Subject to paragraph 3 below, the title to any removable property imported or procured in Seychelles by the United States Government or a United States contractor shall remain in the United States Government or the contractor as the case may be. Such property, including official papers, shall be exempt from inspection, search and seizure.

2. Such property may be freely removed from Seychelles. However, it shall not be disposed of within Seychelles unless either:

- a. consent has been given in writing by the Government of Seychelles; or
- b. an offer consistent with the laws of the United States then in effect has been made to sell the property to the Government of Seychelles, and the Government has not accepted such offer within a period of 120 days after it was made, or such longer period as may be reasonable under the circumstances.

3. 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 Seychelles.

Article VII. ENTRY AND DEPARTURE

1. Military members of the United States Forces who may be brought into Seychelles for the purposes of this Agreement shall be exempt from passport and visa requirements, immigration inspection and any registration or control as aliens. Such persons shall be furnished with appropriate United States identification cards, specimens of which shall be supplied to the Government of Seychelles.

2. Other members of the United States Forces, as well as contractor personnel and their dependents, shall be admitted if in possession of a valid national passport, duly visaed and endorsed. The Government of Seychelles shall take the necessary steps to facilitate the stay of such persons in Seychelles by the issuance of the appropriate permits.

3. The United States Government shall take such steps as are open to it to ensure the correct behaviour of the persons referred to in paragraphs 1 and 2 above and at the request of the Government of Seychelles to remove as soon as

¹ International Telecommunication Union, *Radio Regulations*, Geneva, 1959.

possible any such persons whose conduct renders their presence in Seychelles undesirable to its Government.

Article VIII. CUSTOMS DUTIES AND OTHER TAXES

1. No import, excise, consumption or other tax, duty or impost shall be charged on:

- a. material, equipment, supplies or goods for use in the establishment, maintenance, or operation of the facilities which are consigned to or destined for the United States authorities or a United States contractor;
- b. goods for use or consumption aboard United States public vessels or aircraft;
- c. goods consigned to the United States authorities or to a United States contractor for the use of or for sale to military members of the United States Forces, or to other members of the United States Forces, or to those contractor personnel and their dependents who are nationals of the United States and are not engaged in any business or occupation in Seychelles;
- d. the personal belongings or household effects for the personal use of persons referred to in subparagraph *c* above, including motor vehicles, provided that these accompany the owner or are imported either:
 - (i) within a period beginning 60 days before and ending 120 days after the owner's arrival; or
 - (ii) within a period of 6 months immediately following his arrival;
- e. reasonable quantities of goods for consumption and goods (other than personal belongings and household effects) acquired after first arrival, including gifts, consigned to military members of the United States Forces, or to those other members of the United States Forces who are nationals of the United States and are not engaged in any business or occupation in Seychelles, provided that such goods are:
 - (i) of United States origin if the Government of Seychelles so requires; and
 - (ii) imported for the personal use of the recipient.

2. No export tax shall be charged on the material, equipment, supplies or goods mentioned in paragraph 1 above in the event of reshipment from Seychelles.

3. This article shall apply notwithstanding that the material, equipment, supplies or goods pass through other parts of Seychelles en route to or from a site.

4. The United States authorities shall do all in their power to prevent any abuse of customs privileges and shall take administrative measures, including appropriate controls, which shall be mutually agreed upon between the appropriate authorities of the United States and Seychelles, to prevent the disposal without payment of duties or taxes, whether by resale or otherwise, of goods which are used or sold under subparagraph 1.c. above, or imported under subparagraph 1.d. or 1.e. above, to persons not entitled to buy goods pursuant to subparagraph 1.c., or not entitled to free importation under subparagraph 1.d. or 1.e. There shall be cooperation between the United States authorities and the Government of Seychelles to this end, both in prevention and in investigation of cases of abuse.

5. United States authorities will provide the earliest possible official notification to the customs authorities of articles which are imported for the use

of the Tracking Facility and its personnel and which qualify for exemption from customs duties and other taxes under subparagraph 1.a., b., and c., such notification to be given whenever feasible in advance of the arrival of the articles.

6. With regard to goods for consumption and goods (other than personal belongings and household effects) acquired after first arrival, including gifts, of persons referred to in subparagraph 1.c. and exempted from duty under subparagraph 1.e., it is understood that when such goods are purchased locally, the exemption will operate only in cases of purchases made under subparagraph 1.c. Purchase in local shops on which duty has already been paid will not qualify for a refund of duty save when the purchases are made by the United States authorities or their contractor and the drawback is specially approved by the customs authorities.

7. Firm evidence of any cases of customs violations by their personnel of which they have knowledge will be reported by the United States authorities to the customs authorities.

8. The United States authorities will ensure the storage of all duty-exempt goods imported by them under subparagraphs 1.a., b. and c. at sites agreed with the customs authorities and will take reasonable measures, in consultation with the Seychelles authorities, to safeguard such goods against theft and pilferage.

9. The United States authorities will ensure that not more than one motor vehicle imported duty-free is held by any individual or family at any particular time.

Article IX. MOTOR VEHICLE TAXES

No tax or fee shall be payable in respect of registration or licensing for use in Seychelles of motor vehicles belonging to the United States Government or United States contractors and used for purposes connected directly with the establishment, maintenance or operation of the facilities with which this Agreement is concerned.

Article X. TAXATION

1. No member of the United States Forces (which term for the purposes of this article shall not include dependents other than a spouse and minor children) or national of the United States serving or employed in Seychelles in connection with the establishment, maintenance or operation of the facilities with which this Agreement is concerned and residing in Seychelles by reason only of such employment or his wife or minor children, shall be liable to pay income tax in Seychelles except in respect of income derived from private activities in Seychelles not associated with the establishment, maintenance, or operation of facilities under this Agreement.

2. No such person shall be liable to pay in Seychelles any poll tax or similar tax on his person, or any tax on ownership or use of property which is situated outside Seychelles, or situated within Seychelles solely by reason of such person's presence there in connection with activities under this Agreement.

3. No person ordinarily resident in the United States shall be liable to pay income tax in Seychelles in respect of any profits derived under a contract made in the United States in connection with the establishment, maintenance or operation of the facilities with which this Agreement is concerned, or any tax in

the nature of a license in respect of any service or work for the United States Government in connection with the establishment, maintenance or operation of these facilities.

Article XI. CRIMINAL JURISDICTION

1. Subject to the provisions of this article:

- a. the military authorities of the United States shall have the right to exercise within Seychelles all criminal and disciplinary jurisdiction conferred on them by United States law over all persons subject to the military law of the United States; and
- b. the authorities of Seychelles shall have jurisdiction over the members of the United States Forces with respect to offenses committed within Seychelles and punishable by the law in force there.

2. a. The military authorities of the United States shall have the right to exercise exclusive jurisdiction over persons subject to the military law of the United States with respect to offenses, including offenses relating to security, punishable by the law of the United States but not by the law in force in Seychelles.

b. The authorities of Seychelles shall have the right to exercise exclusive jurisdiction over members of the United States Forces with respect to offenses, including offenses relating to security, punishable by the law in force in Seychelles but not by the law of the United States.

c. For the purposes of paragraphs 2 and 3 an offense relating to security shall include:

- (i) treason; and
- (ii) sabotage, espionage or violation of any law relating to official secrets or secrets relating to national defense.

3. In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:

a. The military authorities of the United States shall have the primary right to exercise jurisdiction over a member of the United States Forces in relation to

- (i) offenses solely against the property or security of the United States or offenses solely against the person or property of another member of the United States Forces; and
- (ii) offenses arising out of any act or omission done in the performance of official duty.

b. In the case of any other offense the authorities of Seychelles shall have the primary right to exercise jurisdiction.

c. If the authorities having the primary right decide not to exercise jurisdiction, they shall notify the other authorities as soon as practicable. The United States authorities shall give sympathetic consideration to a request from the authorities of Seychelles for a waiver of their primary right in cases where the authorities of Seychelles consider such waiver to be of particular importance. The authorities of Seychelles will waive, upon request, their primary right to exercise jurisdiction under this paragraph, except where they in their discretion determine

and notify the United States authorities that it is of particular importance that such jurisdiction be not waived.

4. The foregoing provisions of this article shall not imply any right for the military authorities of the United States to exercise jurisdiction over persons who belong to, or are ordinarily resident in, Seychelles, unless they are military members of the United States Forces.

5. *a.* To the extent authorized by law, the authorities of Seychelles and the military authorities of the United States shall assist each other in the service of process and in the arrest of members of the United States Forces in Seychelles and in handing them over to the authorities which are to exercise jurisdiction in accordance with the provisions of this article.

b. The authorities of Seychelles shall notify promptly the military authorities of the United States of the arrest of any member of the United States Forces.

c. Unless otherwise agreed, the custody of an accused member of the United States Forces over whom the authorities of Seychelles are to exercise jurisdiction shall, if he is in the hands of the United States authorities, remain with the United States authorities until he is charged. In cases where the United States authorities may have the responsibility for custody pending the completion of judicial proceedings, the United States authorities shall, upon request, make such a person immediately available to the authorities of Seychelles for purposes of investigation and trial and shall give full consideration to any special views of such authorities as to the way in which custody should be maintained.

6. *a.* To the extent authorized by law, the authorities of the United States and of Seychelles shall assist each other in the carrying out of all necessary investigations into offenses, in providing for the attendance of witnesses and in the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offense. The handing over of such objects may, however, be made subject to their return within the time specified by the authorities delivering them.

b. The authorities of the United States and of Seychelles shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.

7. A death sentence shall not be carried out in Seychelles by the military authorities of the United States.

8. Where an accused has been tried in accordance with the provisions of this article and has been acquitted or has been convicted and is serving, or has served, his sentence or has been pardoned, he may not be tried again for the same offense within Seychelles. Nothing in this paragraph shall, however, prevent the military authorities of the United States from trying a military member of the United States Forces for any violation of rules of discipline arising from an act or omission which constituted an offense for which he was tried by the authorities of Seychelles.

9. Whenever a member of the United States Forces is prosecuted by the authorities of Seychelles he shall be entitled

a. to a prompt and speedy trial;

b. to be informed in advance of trial of the specific charge or charges made against him;

- c. to be confronted with the witnesses against him;
- d. to have compulsory process for obtaining witnesses in his favour if they are within the jurisdiction of Seychelles;
- e. to have legal representation of his own choice for his defense, or to have free or assisted legal representation under the conditions prevailing for the time being in Seychelles;
- f. if he considers it necessary, to have the services of a competent interpreter; and
- g. to communicate with a representative of the United States and, when the rules of the court permit, to have such a representative present at his trial which shall be public except when the court decrees otherwise in accordance with the law in force in Seychelles.

10. Where a member of the United States Forces is tried by the military authorities of the United States for an offense committed outside the sites or involving a person, or the property of a person, other than a member of the United States Forces, the aggrieved party and representatives of Seychelles and of the aggrieved party may attend the trial proceedings except where this would be inconsistent with the rules of the court.

11. A certificate of the appropriate United States commanding officer that an offense arose out of an act or omission done in the performance of official duty shall be conclusive, but the commanding officer shall give consideration to any representation made by the Government of Seychelles.

12. Regularly constituted military units or formations of the United States Forces shall have the right to police the sites. The military police of the United States Forces may take all appropriate measures to ensure the maintenance of order and security within the sites.

Article XII. CIVIL DAMAGES AND CLAIMS

1. The United States Government shall, in consultation with the Government of Seychelles, take all reasonable precautions against possible danger and damage resulting from operations under this Agreement.

2. The United States Government agrees to pay just and reasonable compensation, which shall be determined in accordance with the measure of damages prescribed by the law of Seychelles, in settlement of civil claims (other than contractual claims) arising out of acts or omissions of members of the United States Forces done in the performance of official duty or out of any other act or omission or occurrence for which the United States Forces are legally responsible.

3. Any such claim presented to the United States Government shall be processed and settled in accordance with the applicable provisions of United States law.

Article XIII. ARMS AND AMMUNITION

The possession or importation of arms and ammunition shall be prohibited, except that the Government of Seychelles will permit a limited number of small arms to be maintained under strict controls at the site for official purposes.

Article XIV. DRIVING PERMITS

1. The Government of Seychelles shall honor without driving test or fee driving permits issued by the United States or a subdivision thereof to members of the United States Forces and to United States contractor personnel and their dependents, or issue its own driving permits without test or fee to such persons who hold such United States permits. Such persons who do not hold driving permits issued by the United States or a subdivision thereof shall be required as a condition of operating motor vehicles in Seychelles to obtain driving permits in accordance with the law in force in Seychelles.

2. The United States authorities, in collaboration with the authorities of Seychelles, shall issue appropriate instruction to members of the United States Forces and to United States contractors, contractor personnel and their dependents, fully informing them of the traffic laws in force in Seychelles and requiring strict compliance therewith. If, following a conviction, a court suspends or revokes a driving permit, the Seychelles authorities will act in accordance with the order of the court, not being obliged to act otherwise by anything in this Agreement.

Article XV. HEALTH AND SANITATION

The appropriate authorities shall collaborate in the enforcement in the sites of the health and quarantine laws in force in Seychelles. These authorities shall also collaborate in making arrangement for the improvement of sanitation and the protection of health in areas outside, but in the vicinity of, the sites.

Article XVI. PUBLIC SERVICES

The United States Government shall have the right to employ and use all utilities, services and facilities, harbours, roads, highways, bridges, viaducts, canals and similar channels of transportation in Seychelles belonging to or controlled or regulated by or on behalf of the Government of Seychelles on such conditions as shall be agreed between the United States Government and the Government of Seychelles.

Article XVII. SHIPPING AND AVIATION

1. United States public vessels operated by the Army, Navy, Air Force, Coast Guard, or the Coast and Geodetic Survey bound to or departing from Seychelles for the purposes of this Agreement shall not be subject to compulsory pilotage. If a pilot is taken, pilotage shall be paid for at appropriate rates. Such vessels shall have such exemption from light and harbour dues in Seychelles as shall be agreed between the United States Government and the Government of Seychelles.

2. Aircraft owned or operated by or on behalf of the United States Government shall have the right to use airports in Seychelles for the purposes of this Agreement. No landing charges shall be payable by the United States Government by reason of the use by such aircraft of those airports. The United States Government shall make a fair and reasonable contribution to the maintenance and operating costs of airports used by such aircraft, the amount of such contribution being determined by agreement between the appropriate United States authorities and the Government of Seychelles.

Article XVIII. POSTAL FACILITIES

The United States Government shall have the right to establish United States Military Post Offices at the sites for the exclusive use of the United States authorities, the members of the United States Forces, United States contractors, and those contractor personnel and their dependents who are nationals of the United States, for postal services between the United States Military Post Office so established and other United States Post Offices.

Article XIX. SECURITY LEGISLATION

The Government of Seychelles shall take such steps as may from time to time be agreed with the United States Government to be necessary with a view to the enactment of legislation to ensure the adequate security and protection of the facilities and United States equipment and other property and the operations of the United States under this Agreement, and the punishment of persons who may contravene any laws or regulations made for that purpose. The Government of Seychelles will also from time to time consult with the United States authorities in order that the laws and regulations of the United States of America and of Seychelles in relation to such matters may, so far as circumstances permit, be similar in character.

Article XX. RESTRICTION OF RIGHTS

Neither the United States Government nor the United States authorities shall exercise any rights granted by this Agreement, or permit the exercise thereof, except for the purposes specified in this Agreement or as otherwise authorized by the Government of Seychelles.

Article XXI. SUPPLEMENTARY ARRANGEMENTS

Supplementary arrangements between the appropriate authorities of the two Governments may be made from time to time as required, for the carrying out of the purposes of this Agreement.

Article XXII. AVAILABILITY OF FUNDS

It is understood that to the extent that the carrying out of the purposes of this Agreement will depend upon funds appropriated by the Congress of the United States, it is subject to the availability of such funds.

Article XXIII. EMPLOYMENT OF LABOR

1. *a.* Persons ordinarily resident in Seychelles shall be employed to the extent feasible in connection with construction, maintenance and repair work performed under this Agreement.

b. Persons ordinarily resident in Seychelles shall be employed on all other work performed under the Agreement whenever it appears that they are available and qualified.

2. In the fixing of terms of employment for contractors and workers, particularly in respect of wages and conditions of work, supplementary payments, insurance and conditions for the protection of workers, clubs and recreational facilities, full regard shall be given to employment practices generally obtaining

for similar employment in Seychelles, and in no case shall the terms of employment for such workers be inferior to those laid down by any legislation in force in Seychelles or any International Convention, the provisions of which have been adopted by the United States Government and which apply to Seychelles.

Article XXIV. DURATION

This Agreement shall enter into force upon signature by both Governments, and remain in effect for a period of ten years thereafter. During the first five years, it may be terminated by the United States Government upon one year's notice. Thereafter, it may be terminated by either Government on one year's notice.

Signed in duplicate at Victoria, Mahe, Seychelles, this 29th day of June, 1976.

ANTHONY D. MARSHALL
For the Government of the United States of America

JAMES R. MANCHAM
For the Government of the Republic of Seychelles