

TUVALU



Treaty Series No. 49 (1981)

# Exchange of Notes

between the Government of the  
United Kingdom of Great Britain and Northern Ireland  
and the Government of Tuvalu  
constituting the  
Overseas Service Aid  
(Tuvalu) Agreement 1981

Suva, 3 March/Funafuti, 6 March 1981

[The Agreement entered into force on 6 March 1981]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
July 1981*

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**EXCHANGE OF NOTES  
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM  
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE  
GOVERNMENT OF TUVALU CONSTITUTING THE OVERSEAS  
SERVICE AID (TUVALU) AGREEMENT 1981**

No. 1

*The Acting United Kingdom High Commissioner resident at Suva to the  
Prime Minister of Tuvalu*

*British High Commission*

TAS/T3/7

*Suva*

*3 March 1981*

Sir,

I have the honour to refer to the Overseas Service Aid (Tuvalu) (Continuance) Agreement 1971/78<sup>(1)</sup> and to propose that that Agreement be replaced by the following:

(1) The Government of the United Kingdom of Great Britain and Northern Ireland shall make the reimbursements and payments, as specified in this Agreement, to or in respect of officers in the Public Service of the Government of Tuvalu who are designated by the Government of the United Kingdom in accordance with this Agreement (such officers being hereinafter referred to as "designated officers").

(2) The Government of the United Kingdom shall, on behalf of the Government of Tuvalu, pay direct to each designated officer:—

- (a) any salary supplement for which such officer may be eligible at such rate 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 under such terms and conditions and in respect of any such child and at such rates as may be specified from time to time by the Government of the United Kingdom;
- (c) any appointment grant for 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;

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

(4) Any Payments to be made to a designated officer by the Government of the United Kingdom in accordance with the provisions of this Agreement shall be made into an account at a bank outside

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(1) Not published.

Tuvalu nominated by the designated officer and 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.

(5) The Government of the United Kingdom shall reimburse the Government of Tuvalu the amount paid by that Government in providing passages for designated officers and their dependent families, on such occasions (not being occasions referred to in paragraph (3) above) as the Government of Tuvalu may, with the prior concurrence of the Government of the United Kingdom, prescribe. Passages for designated officers and their dependent families should be at the class of passage to which they are normally entitled and, wherever practicable, should be by British carrier.

(6) The salary supplement, allowances and grant paid directly by the Government of the United Kingdom to a designated officer in respect of duties performed by him as an officer in the Public Service of the Government of Tuvalu shall be exempt from the payment of income tax under any law in Tuvalu.

(7) Any officer may be designated generally or for such period as may be specified in the designation; and the designation may provide that an officer shall cease to be designated on the happening of a specified event or at the discretion of the Government of the United Kingdom, provided that the Government of the United Kingdom, in the exercise of its discretion to terminate the designation of an officer shall take into account the consequences that would follow if designation were to be terminated.

(8) In the event of a designated officer being seconded from the employment of the Government of Tuvalu without concurrence of the Government of the United Kingdom, the Government of Tuvalu shall, if requested to do so by the Government of the United Kingdom, pay the Government of the United Kingdom a sum equal to the total cost of the reimbursements and payments made by the Government of the United Kingdom in respect of that officer while so seconded.

(9) The Government of Tuvalu shall provide the Government of the United Kingdom with such information as that Government may require in connection with the operation of this Agreement.

(10) The Government of Tuvalu shall 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.

(11) The Government of the United Kingdom and the Government of Tuvalu shall hold periodic reviews of the requirements that the Government of Tuvalu may have as regards the employment of designated officers in its Public 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 Government of Tuvalu shall 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.

(12) This Agreement shall terminate, unless some other date is agreed between the Government of the United Kingdom and the Government of Tuvalu, on 31 March 1986.

2. If these proposals are acceptable to the Government of Tuvalu, I have the honour to suggest that this Note and your reply in that sense shall constitute an Agreement between our two Governments which shall enter into force on the date of your reply and which shall be cited as the Overseas Service Aid (Tuvalu) Agreement 1981.

A. F. WARD

No. 2

*The Prime Minister of Tuvalu to the United Kingdom High Commissioner  
resident at Suva*

*Office of the Prime Minister  
Funafuti*

*6 March 1981*

Sir,

I have the honour to acknowledge receipt of your Note No. TAS/T3/7 of 3 March 1981 which reads as follows:—

[As in No. 1]

I have the honour to inform you that the foregoing proposals are acceptable to the Government of Tuvalu who therefore agree that your Note and this reply shall constitute an Agreement between our two Governments which shall enter into force on today's date and which shall be cited as the Overseas Service Aid (Tuvalu) Agreement 1981.

Yours sincerely,

T. LAUTI