

No. 9125

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

**Exchange of letters constituting an Agreement concerning
the extra contributions to be made by the Government
of the United Kingdom towards the cost of increases
in the emoluments of officers in the Public Service of
Malawi. Zomba, 18 and 19 July 1966**

Official text : English.

*Registered by the United Kingdom of Great Britain and Northern Ireland
on 4 June 1968.*

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

**Échange de lettres constituant un accord relatif aux mon-
tants supplémentaires que versera le Gouvernement
du Royaume-Uni pour contribuer à couvrir le coût
de l'augmentation des émoluments des fonctionnaires
appartenant à la fonction publique malawienne. Zomba,
18 et 19 juillet 1966**

Texte officiel anglais.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
le 4 juin 1968.*

No. 9125. EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF MALAWI CONCERNING THE EXTRA CONTRIBUTIONS TO BE MADE BY THE GOVERNMENT OF THE UNITED KINGDOM TOWARDS THE COST OF INCREASES IN THE EMOLUMENTS OF OFFICERS IN THE PUBLIC SERVICE OF MALAWI. ZOMBA, 18 AND 19 JULY 1966

I

The United Kingdom High Commissioner at Zomba to the Secretary to the President and Cabinet of Malawi

BRITISH HIGH COMMISSION

ZOMBA, MALAWI

18th of July, 1966

Sir,

I have the honour to confirm the agreement which has recently been reached between the Government of Malawi and the Government of the United Kingdom concerning the extra contributions the Government of the United Kingdom will make towards the cost of the increases in emoluments paid to officers in the Public Service of Malawi who are designated for the purposes of the Overseas Service (Nyasaland) Agreement 1961 hereinafter referred to as the "1961 Agreement".²

2. The Government of the United Kingdom will, on behalf of the Government of Malawi, pay direct to each contract officer who is designated for the purposes of the 1961 Agreement such flat rate increase of emoluments as may be specified in the manner provided by Clause 3 (a) of the 1961 Agreement.

3. The Government of Malawi will take such steps as may be necessary to ensure that the flat rate increase of emoluments paid direct by the Govern-

¹ Came into force on 19 July 1966 by the exchange of the said letters.

² The text of this Agreement is published for reference purposes on p. 320 of this volume.

ment of the United Kingdom to an officer will not be subject to any income tax law for the time being in force in Malawi.

4. If the Government of Malawi provides for the children of officers who are designated for the purpose of the 1961 Agreement, who are being educated outside Malawi, return passages in addition to the passages to which the 1961 Agreement refers by such means, routes and classes of accommodation and in accordance with such conditions as may be specified in the manner provided by Clause 3 of the 1961 Agreement, the Government of the United Kingdom will reimburse the Government of Malawi the aggregate cost of providing for such passages.

5. This Agreement shall terminate unless some other date is agreed on the 31st of March, 1971.

6. I would be grateful if you would confirm that this letter correctly sets out the agreement reached between the Government of Malawi and the Government of the United Kingdom concerning the extra contributions which the Government of the United Kingdom should make towards the increase in the emoluments of officers in the Public Service of Malawi designated for the purpose of the 1961 Agreement.

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

D. L. COLE

II

*The Secretary to the President and the Cabinet of Malawi to the
United Kingdom High Commissioner at Zomba*

OFFICE OF THE PRESIDENT

ZOMBA, MALAWI

19th July, 1966

Sir,

I have the honour to acknowledge the receipt of your letter of the 18th July, 1966, and to confirm that it correctly sets out the agreement reached between the Government of Malawi and the Government of the United Kingdom concerning the extra contributions which the Government of the United Kingdom should make towards the increase in the emoluments of officers in the Public Service of Malawi designated for the purposes of the 1961 Agreement.

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

B. C. ROBERTS

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERN-
MENT OF NYASALAND

Whereas the Government of Nyasaland considers that it would be in the public interest to employ in the public service certain officers from other countries;

And whereas Her Majesty's Government in the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as the Government of the United Kingdom) is prepared to contribute to that part of the cost of employing such officers as is attributable to the fact that such officers will be serving outside their own countries;

Now, therefore, it is agreed between Her Majesty's Government in the United Kingdom of Great Britain and Northern Ireland and the Government of Nyasaland as follows :

1. In this Agreement unless the context otherwise requires :

“appointed day” means the first day of April, 1961;

“child” means the son or daughter of a designated officer, including a stepson, stepdaughter, adopted son or adopted daughter, not having passed his or her twenty-first birthday and being unmarried and wholly dependent upon the designated officer;

“compensation” means any sum of money, not being a pension or the commutation thereof or a gratuity, which is payable by the Government of Nyasaland, on or after the appointed day, either in one payment or by instalments, including any sum payable by way of interest thereon or any additions to or any sum paid by way of commutation of additions to a pension, to a designated officer by virtue of arrangements for payment of compensation approved by a Secretary of State for the purpose of this Agreement;

“contract officer” means a designated officer who is on or after the appointed day a party to a contract of service in writing with the Government of Nyasaland and whose service under that contract does not qualify him for a pension;

“designated officer” means an officer designated as such by a Secretary of State who is

(i) an expatriate officer in the service of the Government of Nyasaland on or after the appointed day and

(ii) who :

(a) is a member of Her Majesty's Overseas Civil Service; or

(b) was selected for appointment by or with the approval of a Secretary of State, or was recruited by the Crown Agents for Overseas Governments and Administrations; or

- (c) was otherwise recruited to a post for which a normal channel of recruitment is either the Colonial Office or the Crown Agents for Oversea Governments and Administrations and whose appointment for the purpose of this Agreement is approved by a Secretary of State;

“gratuity” means the sum payable to a contract officer, in addition to salary and allowances under his contract of service, and described therein as such or in the laws and regulations applicable thereto in return for service rendered, whether such sum is paid at the conclusion of that service or otherwise;

“passage” means transportation of a designated officer, his wife, children and effects by such means, by such routes, in such classes of accommodation and in accordance with such conditions as the Government of Nyasaland may with the concurrence of the Government of the United Kingdom prescribe;

“pension” means the pension payable to a designated officer under the pensions Laws and Regulations applicable to him, including any sum paid to him by way of commutation of such pension, but excluding any compensation;

“Secretary of State” means one of Her Majesty’s Principal Secretaries of State in the United Kingdom.

2. In the event of the Government of Nyasaland on or after the appointed day paying the allowances, and providing for the passages referred to in clause 3 of this Agreement, the Government of the United Kingdom will, in accordance with such procedure as may mutually be agreed between the said two Governments, reimburse the Government of Nyasaland the following sums :

- (a) the aggregate amount of the allowance, referred to in paragraphs (a) and (b) of clause 3 of this Agreement, and paid to designated officers less such sum as may be agreed by the said two Governments as being equivalent for the purposes of this Agreement to the proceeds of taxation payable by designated officers on the allowances referred to in paragraphs (a) and (b) of clause 3 of this Agreement;
- (b) one half of the aggregate amount paid by the Government of Nyasaland in providing for designated officers the passages referred to in paragraph (c) of clause 3 of this Agreement less such sums as may be agreed by the said two Governments as being equivalent for the purposes of this Agreement to the proceeds of taxation on the value of such passages payable by designated officers;
- (c) one half of the aggregate amount paid by the Government of Nyasaland as compensation to designated officers;
- (d) that part of any gratuity paid by the Government of Nyasaland to a designated officer which accrues to that officer by virtue of the addition to his emoluments, after the appointed day, of the inducement allowance referred to in paragraph (a) of clause 3 of this Agreement;
- (e) that part of any pension paid by the Government of Nyasaland to a designated officer which accrues to that officer by virtue of the addition to his

pensionable emoluments, after the appointed day, of the inducement allowance referred to in paragraph (a) of clause 3 of this Agreement which shall bear the same proportion to the total pension payable to that officer by the Government of Nyasaland as the total amount of inducement allowance as aforesaid paid to him by the Government of Nyasaland bears to the aggregate pensionable emoluments earned by him, before or after the appointed day while in the public service of the Government of Nyasaland.

3. The allowances and passages mentioned in clause 2 of this Agreement are as follows :

- (a) an inducement allowance at such annual rate as may be specified by the Government of the United Kingdom;
- (b) any education allowance to which a designated officer may be entitled at rates and under conditions specified from time to time by the Government of the United Kingdom;
- (c) passages on such occasions as the Government of Nyasaland may with the concurrence of the Government of the United Kingdom prescribe.

4. The Government of the United Kingdom will take such steps as may be necessary to exempt the allowance referred to in paragraph (b) of clause 3 of the Agreement and the value of the passages referred to in paragraph (c) of that clause from the operation of any income tax law for the time being in force in the United Kingdom, and the Government of Nyasaland will, in so far as it lies within its competence so to do, take such steps as may be necessary to exempt the said allowance and the value of the said passages from the operation of any income tax law for the time being in force in Nyasaland.

5. (1) On or before the 1st day of October in each year the Government of Nyasaland will provide the Government of the United Kingdom with such information, including information concerning any variation in the numbers of designated officers which results from the establishment requirements of the Government of Nyasaland, as the Government of the United Kingdom may require to calculate the amounts payable by the Government of the United Kingdom under clause 2 of this Agreement during the ensuing financial year of the Government of the United Kingdom.

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

6. The Government of Nyasaland will consult the Government of the United Kingdom before effecting any changes in policy which might affect the recruitment, terms of service and numbers of designated officers so as to vary the amounts reimbursable by the Government of the United Kingdom under clause 2 of this Agreement.

7. Subject to the provisions of clauses 5 and 6 of this Agreement, nothing in this Agreement shall affect the right of the Government of Nyasaland to vary its dispositions or requirements of officers in its public service as it sees fit.

8. This Agreement shall terminate, unless some other date is agreed between the Government of Nyasaland and the Government of the United Kingdom, on the 31st day of March, 1971;

Provided that :

- (i) this Agreement shall not be terminated on a date earlier than the 31st March, 1971, unless all the obligations arising thereunder, other than those in respect of pensions referred to in paragraph (e) of clause 2 of this Agreement, have been discharged; and
 - (ii) the termination of this Agreement shall not affect the liability of the Government of the United Kingdom to make the reimbursements in respect of pensions referred to in paragraph (e) of clause 2 of this Agreement.
9. This Agreement shall be deemed to have come into operation on the appointed day and may be cited as the Overseas Service (Nyasaland) Agreement 1961.

DONE in duplicate in London this 2nd day of January, 1962.

For the Government
of the United Kingdom of Great
Britain and Northern Ireland :

P. ROGERS

For the Government
of Nyasaland :

G. FRICKER