

No. 9737

**MAURITIUS
and
UNITED STATES OF AMERICA**

Agreement regarding the provision of facilities for United States Air Force aircraft at Plaisance Airfield in connection with the Apollo Project (with agreed minute). Signed at Port Louis on 3 September 1968

Authentic text: English.

Registered by Mauritius on 31 July 1969.

**MAURICE
et
ÉTATS-UNIS D'AMÉRIQUE**

Accord concernant les installations et moyens mis à la disposition d'appareils de l'Armée de l'air des États-Unis sur l'aérodrome de Plaisance dans le cadre du projet « Apollo » (avec note concertée). Signé à Port-Louis le 3 septembre 1968

Texte authentique: anglais.

Enregistré par Maurice le 31 juillet 1969.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF
MAURITIUS AND THE GOVERNMENT OF THE UNITED
STATES OF AMERICA REGARDING THE PROVISION
OF FACILITIES FOR UNITED STATES AIR FORCE
AIRCRAFT AT PLAISANCE AIRFIELD IN CONNECTION
WITH THE APOLLO PROJECT

Whereas the United States Government has a requirement for the use of Plaisance Airfield in Mauritius for purposes connected with the Apollo Project ;

And whereas the Government of Mauritius has agreed to grant to the United States Government rights and facilities to satisfy that requirement of the United States Government ;

Now therefore the Government of Mauritius and the United States Government have agreed as follows :

Article 1

For the purpose of the present Agreement—

- (a) “ United States Air Force Personnel ” means United States military personnel ;
- (b) “ Parking apron ” means the parking apron to be constructed at Plaisance Airfield in connection with the Apollo Project.

Article 2

The agency responsible for the implementation of this Agreement on behalf of the United States Government shall be the United States Air Force, acting under the political guidance of the United States Ambassador in Mauritius.

Article 3

(a) Subject to the provisions set forth below, United States Air Force aircraft may freely enter, operate within, and depart from Mauritius airspace, subject to air traffic control, and use the facilities and services at Plaisance Airfield for the purpose of this Agreement.

¹ Came into force on 3 September 1968 by signature, in accordance with article 15.

(b) For the purpose of this Agreement, the United States Air Force may four times a year or, with the consent of the Government of Mauritius, more often (each such deployment to last about one to four weeks):

- (i) station United States Air Force personnel;
- (ii) store supplies;
- (iii) operate communications equipment; and
- (iv) service and maintain United States Air Force aircraft.

(c) United States Air Force aircraft may, when performing missions covered by this Agreement, use the parking apron at Plaisance Airfield on a priority basis and operate out of Plaisance Airfield and move in the airspace of Mauritius freely and unhindered. To this end, mutually satisfactory operational details shall be worked out in advance of each mission by the United States Air Force and appropriate Mauritian authorities.

(d) The Government of Mauritius shall have the right to use the parking apron free of charge whenever it is not needed by the United States Air Force for the purpose of this Agreement.

(e) The parking apron will on January 1, 1972, revert to the Government of Mauritius for its use as a part of the civil airport. However, the Government of Mauritius agrees to provide at all times thereafter suitable parking space to THREE United States Air Force aircraft whenever those aircraft are performing missions covered by this Agreement.

Article 4

(a) The Government of Mauritius undertakes to construct at Plaisance Airfield, as part of its development, a parking apron and to carry out such other work as may be requested by the United States Air Force for the purpose of this Agreement.

(b) The Government of the United States shall pay to the Government of Mauritius the sum of United States \$ 274,000 being the agreed cost of the construction of the parking apron.

Article 5

Subject to mutually satisfactory arrangements with the appropriate Mauritian Authorities, the United States Air Force shall provide the specifications required for the construction of the parking apron at Plaisance Airfield. The land required for this purpose shall be provided by the Govern-

ment of Mauritius at no cost to the United States Government; nor shall the United States Government be under any obligation to restore the land so made available to its original condition.

Article 6

(a) The United States Government shall retain title to, and ownership of, all materials, equipment, supplies (including petroleum, oil and lubricants), goods and other moveable property brought into or acquired in Mauritius by the United States Government or on its behalf for the purpose of this Agreement. Such property, including official papers, shall be exempt from inspection, search or seizure.

(b) Such property may be brought into, used in, and removed from Mauritius by the United States Government or on its behalf free of any prohibitions or restrictions whatsoever.

(c) 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 Mauritius.

Article 7

(a) United States Air Force personnel who may be brought into Mauritius for the purpose of this Agreement shall be exempt from passport and visa requirements, immigration inspection and any registration or control as aliens. Such persons shall be issued with appropriate identification cards, specimen of which shall be supplied to the Government of Mauritius.

(b) The United States Government shall, whenever so requested by the Government of Mauritius, remove, as soon as practicable, any United States Air Force personnel whose conduct renders his presence in Mauritius undesirable. The cost of such removal shall be borne by the United States Government.

Article 8

(a) No import duty, export duty or other taxes shall be imposed upon or collected from the United States Government in respect of the importation into, use in or export from Mauritius of material, equipment, supplies (including petroleum, oil and lubricants), goods or property brought into Mauritius by or for the use of the United States Government for the purpose of this Agreement. However, any property imported in Mauritius shall not be disposed of within Mauritius except on payment of the appropriate duty on its current value.