

**Explanatory Memorandum on the AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC
OF MAURITIUS CONCERNING THE CHAGOS ARCHIPELAGO
INCLUDING DIEGO GARCIA**

**Treaty Title: AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
AND THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS
CONCERNING THE CHAGOS ARCHIPELAGO INCLUDING DIEGO
GARCIA**

Command Paper No CP 1334

1. Introduction

This explanatory memorandum has been prepared by the Foreign, Commonwealth and Development Office, and is laid before Parliament as an un-numbered Act Paper.

2. Subject matter and purpose of the treaty

The treaty concerns the sovereignty of the Chagos Archipelago (currently known as the British Indian Ocean Territory (BIOT)) and the exercise by the United Kingdom (UK) of the rights and authorities of Mauritius with respect to the island of Diego Garcia. The purpose of the treaty is to secure the long-term, secure and effective operation of the UK-United States of America (US) military base on Diego Garcia, which is critical for the UK's national security; to ensure legal certainty over the operation of the Base while respecting partners' interests; and to uphold the international rule of law.

Under the terms of the treaty, the UK and Mauritius (the Parties) agree that Mauritius is sovereign over the Chagos Archipelago in its entirety, including Diego Garcia, and that the UK is authorised to exercise the rights and authorities of Mauritius with respect to Diego Garcia in accordance with the terms of the Agreement. This authorisation comprises all rights and authorities that the UK requires for the long-term, secure and effective operation of the military base for 99 years after Entry into Force.

The treaty makes provision for relevant matters consequential to Mauritian sovereignty over the Chagos Archipelago, including UK membership of international organisations, and the existing international obligations or arrangements of both Parties. It also makes provision for the protection and conservation of the environment of the Chagos Archipelago, including its unique marine environment and biodiversity, the resettlement of Chagossians, and an economic partnership between the UK and Mauritius. A UK-Mauritius Joint Commission will facilitate implementation of the treaty.

3. Background

On 8 November 1965, the UK created BIOT by detaching a number of islands from the colony of Mauritius and the colony of the Seychelles. At the time of detachment, the UK committed that the islands detached from the colony of Mauritius would be ceded to Mauritius when they were no longer needed for defence purposes. Those islands detached from the colony of Seychelles were ceded to them on their independence in 1976.

In 1966, the UK agreed to make BIOT available for the establishment of a joint UK-US military base on the largest of the islands, Diego Garcia. The strategic location has made the base vital for UK and US power projection in the Indian Ocean and beyond. It provides a unique shared platform with irreplaceable security capabilities, and a critical logistics hub including a full range of facilities for the refuelling and resupply of naval and air operations. The arrangement with the US is governed by a series of agreements in Exchanges of Notes dating from 1966.

Since Mauritius gained independence in 1968, there has been a bilateral dispute between the UK and Mauritius as to the sovereignty of the Chagos Archipelago, including Diego Garcia, with Mauritius claiming sovereignty over the entire Archipelago. Over the years, Mauritius pursued this dispute through bilateral meetings and exchanges of correspondence, and more recently through claims before international courts and tribunals.

In 2019, the International Court of Justice (ICJ) gave an advisory opinion that (a) the process of decolonisation of Mauritius was not lawfully completed in 1966, following the separation of the Chagos Archipelago; (b) the UK was under an obligation to bring to an end its administration of the Archipelago as rapidly as possible; and (c) all United Nations (UN) Member States were under an obligation to cooperate with the UN in order to complete the decolonisation of Mauritius. This was followed by UN General Assembly (UNGA) Resolution 73/295, by which the UNGA, among other matters, welcomed the ICJ Advisory Opinion and called on all specialised agencies to recognise that the Chagos Archipelago forms an integral part of the territory of Mauritius. This resolution was passed with 116 in favour to 6 against, with 56 abstentions.

Although the Advisory Opinion and the UNGA Resolution are not legally binding, they have had meaningful real-world impact on the sustainability of UK sovereignty and the operation of the Base:

- In 2021, the Special Chamber of the International Tribunal for the Law of the Sea (ITLOS, a tribunal established under the United Nations Convention on the Law of the Sea) handed down a judgment on the Indian Ocean maritime boundary between the Chagos Archipelago and the Maldives on the basis that Mauritius was sovereign over the Chagos Archipelago. While the UK was not a party to the proceedings, it was a significant reflection as to how ITLOS

viewed the ICJ Advisory Opinion and the sovereignty dispute between the UK and Mauritius. It confirmed the risk that a future (binding) case could be brought successfully against the UK in this forum.

- The same year, the Congress of the Universal Postal Union recognised Mauritius as the State with the authority to make decisions regarding international postal operations on the Chagos Archipelago. Although the immediate effect of this was limited to the refusal by the Union to allow for the posting internationally of mail using BIOT stamps, it demonstrated that a UN body could constrain UK activity with respect to BIOT on the strength of the ICJ Advisory Opinion and UNGA resolution.
- Challenges to UK sovereignty over BIOT have also caused procedural issues for the UK at the Comprehensive Nuclear-Test-Ban Treaty Organisation. Sovereignty was also routinely challenged in the Indian Ocean Tuna Commission, which carried risk of legal challenge leading to an ICJ judgment.

Throughout this period, Mauritius invested significant public and diplomatic energies into strengthening international condemnation of continued UK sovereignty. This included frequent public commitments to continue pursuing its legal campaign to secure a binding judgment. The UK government of the day (and all subsequent governments) recognised that there were multiple pathways by which Mauritius could achieve this.

The result of any judgment would create serious real-world operational impacts for the Base. It could affect everything from secure communications and overflight clearances, to securing contractors with consequential heightening costs, declining investment and a degraded facility. The previous UK government took the view that the long-term, secure and effective operation of the Base was therefore under threat and the situation was no longer sustainable. In turn, the UK's unique relationship with the US and its international reputation was also threatened.

Throughout 2021 and 2022, the UK sought to dissuade Mauritius from pursuing its legal campaign through a range of diplomatic and bilateral initiatives. These were unsuccessful and it became clear by mid-2022 that the only viable means to halt the process was to enter negotiations. The previous UK government announced to Parliament by Written Ministerial Statement on 3 November 2022 that it had commenced negotiations with Mauritius on the exercise of sovereignty over the Chagos Archipelago. Further Statements on 17 March 2023 and 14 September 2023 confirmed that constructive negotiations had been held and that the Prime Ministers of the UK and Mauritius had assessed progress on calls and in-person meetings. The previous UK government oversaw 11 rounds of negotiations between November 2022 and June 2024. The US has been consulted on the substance of the Treaty throughout negotiations.

The current UK government inherited a close to final treaty when it took office in July 2024. Two further negotiation rounds were held in August and September 2024. On 3 October 2024 a Joint Statement of the Governments of the UK and Mauritius announced that a political agreement had been reached, subject to the finalisation of a treaty and supporting legal instruments. The treaty was finalised through technical

talks, including in Mauritius in December 2024 and in London in January 2025. A statement on 13 January 2025 confirmed that constructive meetings had taken place and that good progress had been made to reach an agreement which was in both sides' interest. The UK also consulted the new US Administration on the final treaty, and received written confirmation that the US interagency process supported the text. The treaty was signed at London and Port Louis on 22 May 2025, by Prime Minister Starmer and Mauritian Prime Minister Ramgoolam.

4. **Content**

The treaty ensures the long-term, secure and effective operation of the Base on Diego Garcia, which plays a critical role in regional stability and international security. It ensures legal certainty for the Base which has been disputed for more than 50 years, while upholding the UK's commitments to international law. The treaty ensures that the UK and US will continue to retain control of all aspects of military operations on the Base, with no changes to the operation or activity of the Base.

Sovereignty and the Military Base: The Parties agree Mauritius is sovereign over the Chagos Archipelago in its entirety, including Diego Garcia (Article 1). The Chagos Archipelago and Diego Garcia are defined in Article 19, with illustrative charts at Annexes 5 and 6 respectively. Diego Garcia means the island of Diego Garcia and a 12 nautical mile zone surrounding it, and includes the airspace above and seabed and subsoil below.

As sovereign, Mauritius authorises the UK to exercise the rights and authorities of Mauritius with respect to Diego Garcia in accordance with the terms of the Agreement (Article 2(1)). The authorisation comprises all rights and authorities required by the UK for the long-term, secure and effective operation of the Base (defined in Article 19), including for the Defence and Security Requirements, Conditions and Procedures in Annex 1 and the Jurisdiction and Control Arrangements in Annex 2 (Article 2(2)). There is express confirmation that the UK and the US may jointly operate the Base (Article 2(5)).

The UK is not authorised to exercise a number of rights and authorities not required for the operation of the Base. These are detailed in Article 2(3) as:

- a. civil and criminal jurisdiction (subject to arrangements for the UK to have civil and criminal jurisdiction in respect of Diego Garcia as detailed in Article 9(2) of the treaty, described below);
- b. issuance of coins, including for commemorative purposes;
- c. issuance of stamps, including for commemorative purposes;
- d. registration of births, deaths and marriages of Mauritian nationals and persons not connected to the Base;
- e. licensing and operation of postal services unrelated to the operation of the Base;
- f. sovereignty over natural resources including fisheries;

- g. conservation and protection of the environment, including the marine environment; and
- h. regulation of commercial activities, including electronic communications services, unrelated to the operation of the Base.

Certain of these rights (Article 2(3)(a)-(d)) may be exercised by Mauritius in conformity with the treaty. Any other rights and authorities retained by Mauritius, including but not limited to those in Article 2(3)(e)-(h) may only be exercised by Mauritius if there is a mutual decision by both Parties in the Joint Commission (Article 2(4) and Annex 3, paragraphs 5 and 7).

Defence and Security: By Article 3, the Parties agree to the Defence and Security Requirements, Conditions and Procedures in Annex 1. In accordance with the terms of the treaty and Annex 1, the Parties further agree that:

- a. the UK shall respect Mauritian sovereignty over the Chagos Archipelago;
- b. the Parties shall not undermine, prejudice or otherwise interfere with the long-term, secure and effective operation of the Base and shall cooperate to that end; and
- c. the UK shall have full responsibility for the defence and security of Diego Garcia (Article 3(2)).

The Parties also agree to cooperate on matters relating to maritime security, including trafficking in narcotics, arms and persons, people smuggling and piracy (Article 3(3)).

Annex 1 sets out the technical agreement regarding defence and security in respect of not only Diego Garcia, but also the Chagos Archipelago beyond Diego Garcia. Under paragraph 1 of this Annex, Mauritius agrees that the UK shall have unrestricted access, basing and overflight for UK and US aircraft and vessels entering into the sea and airspace of Diego Garcia (Annex 1, paragraph 1(a)).

In respect of Diego Garcia, the parties also agree that the UK shall have unrestricted ability to carry out specified activities relating to the operation of the base, including: the conduct of military operations from Diego Garcia (with the UK agreeing in paragraph 2 of Annex 1 to expeditiously inform Mauritius of any armed attack on a third State directly emanating from the Base); deployment to and jurisdiction over personnel in Diego Garcia; control of access of persons, goods, aircraft and vessels to Diego Garcia; administration and policing of Diego Garcia; installation, operation and repair of communication systems and cables in Diego Garcia; and management, use and development of the land and surrounding waters for defence purposes (excluding construction of artificial islands).

This means that there would be no circumstances in which Mauritius would be able to prevent the UK or US having full control over operations from Diego Garcia.

Paragraph 3 of Annex 1 contains provisions agreed by the Parties in respect of the Chagos Archipelago beyond Diego Garcia:

- i. UK and US vessels and aircraft, and States operating with the UK or US, shall have unrestricted rights of overflight, navigation and undersea access. The UK shall notify Mauritius in respect of overflight or undersea access by States other than the UK and US; there is no notification requirement for the UK and US;
- ii. UK access rights to maintain and upgrade equipment, following notification to Mauritius, after having advised Mauritius of the location of all such equipment;
- iii. joint UK-Mauritius decisions on the management and use of the electromagnetic spectrum, thereby further protecting the secure operation of the Base;
- iv. except in circumstances of necessity for a response to a humanitarian emergency or natural disaster in instances where the UK or US is unable or unwilling to respond, joint UK-Mauritius decisions on authorisations permitting the presence of non-UK, non-US or non-Mauritian security forces, either civilian or military. Any continuance of the presence of such security forces that are responding to a humanitarian emergency or natural disaster are subject to joint UK-Mauritius decisions from 30 days after arrival;
- v. creation of a zone between 12 and 24 nautical miles surrounding the island of Diego Garcia (Buffer Zone), for which Mauritius and the UK will jointly decide on the construction or emplacement of any maritime installation, sensor, structure or artificial island.

Paragraph 4 of Annex 1 contains provisions regarding a Security Review by Mauritius in certain circumstances. Mauritius agrees that before approving or proceeding with a proposal for the construction or emplacement of any maritime installation, sensor, structure or artificial island in an area beyond 24 nautical miles, or any proposal for development in the land territory of the Chagos Archipelago beyond Diego Garcia, Mauritius shall conduct a Security Review in accordance with the process and procedures in paragraph 6.

The provisions of paragraph 6 include giving the UK opportunities to make representations as to whether and why a proposal risks undermining, prejudicing or otherwise interfering with the long-term, secure and effective operation of the Base. This is followed by discussions in the Joint Commission. After these discussions, depending on information provided by the UK regarding risks to the secure operation of the Base, Mauritius will either agree not to proceed with the proposal or request further information. If Mauritius still wishes to proceed, the matter shall be referred to the Joint Commission and the proposal may only proceed if that is jointly decided. This allows for the protection of the operation of the Base.

Additionally, as a further safeguard, under paragraph 7 of Annex 1, if the UK becomes aware of any activity in the Chagos Archipelago that is not subject to a Security Review but that the UK considers to conflict with the obligations not to undermine, prejudice or otherwise interfere with the long-term, secure and effective operation of the Base and to cooperate to that end, the UK may notify Mauritius with written reasons as to why the UK considers such an activity risks conflicting with such obligations. Upon notification, Mauritius shall conduct a Security Review in respect of those activities, either proposed or occurring, applying the process and procedures in paragraph 6.

In addition, under paragraph 9 of Annex 1, where an activity anywhere in the Chagos Archipelago is subject to joint decision under Annex 1 and is occurring without authorisation, or (in respect of management and use of the electromagnetic spectrum) is subject to unauthorised use or interference in use, the Parties agree to cooperate as necessary to prevent or otherwise bring the activity to an end.

In the event that either Party has serious concerns that an activity in the Chagos Archipelago risks conflicting with the obligations in Article 3(2), it may raise that concern at the political level for urgent consultations (Annex 1, paragraph 10). This process is reserved for issues of the most significant concern.

International Law: Article 4 of the treaty provides that in the implementation and application of this Agreement, including activities in relation to the Base, there shall be compliance with international law from both the UK and Mauritius.

Environment: Article 5 of the treaty provides that the UK shall exercise the rights and authorities under Article 2 in accordance with applicable international law on environmental protection, and with due regard to applicable Mauritian environmental laws. The UK further agrees to provide support and assistance to Mauritius in the establishment and management of a Marine Protected Area, the terms of which both Parties intend to finalise through a separate written instrument before entry into force of the treaty. The Parties also agree to cooperate on other matters relating to the protection of the environment, including in relation to oil and other spills, and illegal, unreported and unregulated fishing.

Jurisdiction and control: Article 9 of the treaty provides that the UK shall exercise jurisdiction and control in respect of Diego Garcia in accordance with the Jurisdiction and Control Arrangements in Annex 2, notwithstanding the agreement in Article 2 regarding Mauritian jurisdiction. This means that the UK will have jurisdiction over all service personnel and those connected with the Base, including contractors. Mauritius will have jurisdiction over Mauritians and anyone else not connected with the Base – for example, illegal fishermen, and migrants. Where Mauritius and the UK have concurrent jurisdiction (e.g. over Mauritian contractors), Mauritius will have primary jurisdiction but it may elect not to use it. It is the intention of the Governments of both Parties that separate written instruments on the mechanisms of jurisdiction and control, particularly on migration, will be put in place before entry into force of the treaty.

Under Annex 2, the UK has the prescriptive, enforcement and adjudicative criminal and civil jurisdiction necessary to administer and operate the Base and related activities on Diego Garcia. The UK may also enter into agreements or arrangements with other States in respect of the exercise of jurisdiction over the other State's property and civilian and military personnel or other persons subject to the military law of that State (Annex 2, paragraphs 1 and 2), thereby securing civil and criminal jurisdiction over all persons and activities connected to the Base.

Mauritius has prescriptive, enforcement and adjudicative criminal jurisdiction over Mauritian nationals who are not members of the UK military or US Personnel (defined in Annex 2, paragraph 16 as members of the US Armed Forces and civilian personnel employed by the US Government), and persons not connected to the operation of the Base, including in respect of activities such as irregular migration and unlicensed commercial fishing (Annex 2, paragraph 3). In the case of concurrent UK/Mauritian criminal jurisdiction, Mauritius has primary jurisdiction, although it may elect not to exercise it, and may also exercise its jurisdiction where the UK chooses not to do so (Annex 2, paragraphs 4- 6). Moreover, the Parties agree to cooperate in the exercise of criminal jurisdiction (Annex 2, paragraphs 8-10).

In respect of civil jurisdiction, the UK courts have jurisdiction over tort claims arising from acts or omissions on Diego Garcia (Annex 2, paragraph 11). Mauritius may also exercise jurisdiction over civil claims where the claimant or defendant is a Mauritian national, provided they are not members of the UK military or US Personnel and the claim relates to injury or damage suffered by a Mauritian national or the Republic of Mauritius (Annex 2, paragraph 12). However, Mauritius may not assert jurisdiction where the claim is against a person, including a legal person, acting in the course of their official duties or where the assertion of jurisdiction would be incompatible with the principle of sovereign immunity or the jurisdiction of international forums in respect to other international treaties (Annex 2, paragraph 13).

The treaty confirms that the UK shall answer any claim by a third party in respect to any actionable harm suffered as a consequence of an activity related to the operation of the Base, and that Mauritius shall not be held liable in respect to any such civil claims (Annex 2, paragraph 14).

Mauritius shall exercise criminal and civil jurisdiction in respect of activities such as irregular migration and unlicensed commercial fishing, provided that is in conformity with the requirements of the treaty (Annex 2, paragraph 15).

Chagossians: In the preamble to the treaty, the Parties recognise the wrongs of the past, state they are conscious that past treatment of Chagossians has left a deeply regrettable legacy, and note that they are committed to supporting the welfare of all Chagossians (preambular paragraphs 4 and 6). Article 6 provides that Mauritius is able to implement a programme of resettlement on the islands of the Chagos Archipelago, other than Diego Garcia, and that such resettlement shall be implemented in conformity with the terms of the treaty and the laws of Mauritius. The importance of the islands to Chagossians is also addressed through provisions

in Article 11, under which the Parties agree that the UK will capitalise a Trust Fund for the benefit of Chagossians, which will be established by Mauritius.

International organisations and international obligations: The UK agrees to ensure its membership in international organisations is consistent with Mauritian sovereignty over the Chagos Archipelago in Article 1 (Article 8). This obligation is further elaborated in a separate exchange of letters dated the same date as the treaty, in which the UK agrees that its membership of the following international organisations in respect of the Chagos Archipelago shall transition to reflect Article 1: UN Specialized Agencies / UN Bodies, North Indian Ocean Hydrographic Commission, Indian Ocean Naval Symposium, Indian Ocean Tuna Commission and Central Asian Flyway. The Parties further agree to implement bespoke arrangements with the following international organisations in respect of Diego Garcia: The International Telecommunication Union, The Comprehensive Nuclear-Test-Ban Treaty Organisation, and the Convention on Wetlands of International Importance especially as Waterfowl Habitat (known as the Ramsar Convention).

The Parties further agree: (a) that none of their existing international obligations or arrangements now in force or effect between them and any third party is in conflict with the provisions of the treaty, and that nothing in the treaty shall affect the status of existing international obligations or arrangements except as expressly provided for in the treaty (Article 7(1)); (b) not to enter into any future international obligations or arrangements that would conflict with the provisions of the treaty (Article 7(2)); and (c) that nothing in the treaty shall subject either Party to obligations arising under a treaty to which it is not a party or which, in respect of its own treaty obligations, is not applicable to the territory covered by the treaty (Article 7(3)). The treaty thereby ensures compatibility of the treaty with other international obligations of the Parties, current and future.

Mauritian employees and contractors: In respect of contracts awarded in support of the operation of the Base, the UK remains free to select civilian employees, contractors and the sources of equipment, material, supplies or personnel, provided (a) suitably qualified Mauritian nationals are employed as contractors on the Base to the maximum extent practicable consistent with the policies, requirements, laws and regulations applying to the award of the contract; and (b) preference is given to suitably qualified Mauritian companies in relation to the contracting for services, equipment, material or supplies in respect of the Base to the maximum extent practicable consistent with the policies, requirements, laws and regulations applying to the award of the contract (Article 10(1)). If a suitably qualified Mauritian company is not selected for the award of a contract, upon request, the UK shall ensure that reasons for that decision are provided to the Mauritian company upon request and insofar as permitted by applicable laws and policies (Article 10(2)).

Finance: Article 11(1) and the Finance Exchange of Letters describe UK payments to Mauritius. The total expected cost of the finance package using a net present value methodology is £3.4 billion.

The average annual cost to the UK during the initial 99-year period of the treaty is

£101 million in 2025/2026 prices. The finance package is weighted towards the first half of the initial 99-year period of the treaty. Under Article 11(1) and the Finance Exchange of Letters, the UK agrees to pay Mauritius:

- an annual sum of £165 million in each of the first three years following entry into force of the treaty;
- an annual sum of £120 million, starting in the fourth year following entry into force of the treaty and continuing for the duration of the treaty. This payment value will be fixed at £120 million for 10 years (i.e. in years 4-13 of the treaty). From the fourteenth annual payment onwards, the payment value will be indexed to the GDP Deflator;
- a sum of £40 million to capitalise a Trust Fund established by Mauritius for the benefit of Chagossians. The payment will take place in the second year following entry into force of the treaty; and
- an annual grant of £45 million for 25 years to support projects that promote the ongoing economic development and welfare of Mauritius and its people. This payment value will not be indexed and will commence in the fourth year following entry into force of the treaty. The selected projects shall involve British businesses in their delivery to the maximum extent practicable, consistent with the policies, requirements, laws and regulations applying to the award of the contracts by Mauritius.

The total expected cost has been calculated by discounting the sums due to be paid to Mauritius over the duration of the treaty, using the standard Social Time Preference Rate (STPR) as set-out in the Treasury's Green Book. This public sector discount rate adjusts for social time preference, defined as the value society attaches to present as opposed to future consumption, and has been used in the UK since 2003. Due to the long-term nature of the treaty, the discount rate has a significant impact on the expected cost. We have applied the declining long-term real STPR as follows: 3.5% (0-30 years); 3% (31-75 years) and 2.5% (76+ years).

The average annual cost has been calculated by applying the Office for Budgetary Responsibility forecast GDP Deflator to the future payments described above.

The Parties also agree that the treaty constitutes full and final settlement of all claims by Mauritius in relation to the Chagos Archipelago (Article 11(3)), thereby bringing the long-standing dispute between the UK and Mauritius to an end. See further Financial paragraph below.

Governance of the treaty: Implementation of the treaty shall be facilitated by a Joint Commission to be established by the Parties (Article 12 and Annex 3). The Joint Commission shall consist of one (1) senior representative from each Party as co-chair, and four (4) additional representatives from each Party (Annex 3, paragraph 2). The US shall have the right to introduce items for discussion in the Joint Commission and to designate a representative to attend its meetings to provide views and advice (Annex 3, paragraph 3). The Joint Commission shall meet at least twice a year or more frequently on the request of either Party (Annex 3, paragraph 8). It will be the forum for discussion regarding implementation of the treaty, as well as

exchange of information regarding security, protection and activities within the Chagos Archipelago, and to take decisions as provided for in the treaty (Annex 3, paragraph 6). All decisions of the Joint Commission shall be taken with the agreement of both Parties (Annex 3, paragraph 4).

Settlement of disputes: Article 14 makes provision for settlement of disputes between the Parties concerning the interpretation or application of the treaty. Disputes shall first be submitted to the Joint Commission and then if necessary to consultations between the Parties. The Parties may request direct Prime Minister to Prime Minister consultations in the event of concerns relating to their essential security interests as a result of implementation of the treaty. Article 15 makes separate provision for disputes in the event of termination of the treaty.

Termination and Withdrawal: Mauritius may only terminate the treaty on two grounds, both under UK control: either (1) a failure by the UK to make payment as required by Article 11; or (2) a serious threat by the UK or from the Base to Mauritius' supreme national interests (Article 15(1)). A serious threat to Mauritius' supreme national interests means an armed attack or threat of an armed attack on the territory of Mauritius by the UK, or an armed attack on the territory of Mauritius directly emanating from the Base on Diego Garcia.

Article 15(2)-(5) set out the procedure to be followed should Mauritius invoke a ground for termination. In the event the UK does not accept Mauritius' reasons for seeking to terminate the treaty, the Parties shall in the first instance seek to find a mutually acceptable solution in the Joint Commission, failing which the UK may commence arbitration to determine whether a ground for termination as set out in Article 15(1)(a) or (b) exists, following the procedures set out in Annex 4. Only if the UK does not commence an arbitration process to challenge a termination, will the treaty terminate (Article 15(5)).

Entry into force and term of the treaty: Article 18 provides that the treaty shall enter into force on the first day of the first month following the date of receipt of the last notification by the Parties of completion of their respective internal requirements and procedures. Mauritian procedures will depend on Mauritian Ministerial decisions, but will likely take no more than 6 months. The duration of the treaty is 99 years from entry into force (Article 13(1)), extendable with the agreement of both Parties (Articles 13(2)-(3)). The UK has a right of first refusal in respect of the use of Diego Garcia on the same terms as may be offered to any third party for a period of 40 years after the initial 99-year period (Article 13(5)). This right exists notwithstanding any termination of the treaty at the end of the 99 year period.

Amendments: Article 16 provides that amendments to the treaty shall be made by agreement of the Parties in writing. The Joint Commission shall recommend, as needed, amendments to the treaty in accordance with Article 16 (Annex 3, paragraph 6). Amendments to Annex 3 (relating to the functioning of the Joint Commission), which must be agreed by the Parties and in writing, shall enter into force on the date of agreement (Annex 3, paragraph 11) and will not be subject to the Constitutional Reform and Governance Act 2010 (CRaG). All other amendments shall enter into force on the first day of the first month following the date of receipt of the last

notification by the Parties of their respective internal requirements and procedures (Article 16(2)) and will be subject to CRaG.

Annexes: under Article 17, the six Annexes to the treaty form an integral part of the treaty.

5. Implementation

The Government will introduce primary legislation as soon as Parliamentary time allows necessary to implement the treaty, including changes to the British Nationality Act 1981 to reflect that, after entry into force of the treaty, BIOT will no longer be a British Overseas Territory. This Bill will also make provision for the winding-up of the current governance of BIOT and create powers to make secondary legislation for the long-term, secure and effective operation of the Base. The treaty will only come into force when the necessary primary and secondary legislation is in place.

6. Territorial Application

The treaty applies to the United Kingdom of Great Britain and Northern Ireland.

7. Financial

Public funding will be required to meet the obligations within this treaty, including the economic partnership with Mauritius. Parts of this will be recurring – the economic development partnership will be over a 25-year period, and the annual payment will continue for the duration of the treaty. The Trust Fund will be a single payment to Mauritius, to be made in the second year of the Agreement. The total cost to the UK over the lifetime of the Agreement (99 years) will be approximately £3.4bn at net present value. Further details on this is at part 4, above. Public funding will also be required to attend and host periodic Joint Commission meetings.

8. Human Rights

The treaty provides that in the implementation and application of the treaty, including activities in relation to the Base, each Party shall ensure compliance with international law. This will include the UK's international human rights obligations insofar as applicable.

9. Reservations and Declarations

No reservations or declarations were made on signature of the treaty. The treaty does not provide for reservations or declarations, and the UK does not plan to make any on ratification.

10. Consultation

Devolved Administrations (DA): The policy content of this treaty is international relations and defence, which relates fully to reserved matters, with no implications

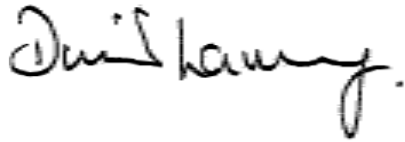
for the DAs, and the UK Government has not consulted the DAs on the drafting of this treaty.

Crown Dependencies and Overseas Territories: The treaty will not extend to the Crown Dependencies or Overseas Territories. The Treaty is unique and has no bearing on wider UK policy regarding our other Overseas Territories.

11. Ministerial Responsibility:

The Secretary of State for Foreign, Commonwealth and Development Affairs has overall responsibility for international affairs, policy relating to the UK's relations with Mauritius, and the conclusion and implementation of treaty obligations.

The Secretary of State for Defence has a policy interest in the operation of the Base.

A handwritten signature in black ink, appearing to read 'David Lammy'.

The Rt Hon David Lammy MP
Secretary of State for Foreign, Commonwealth and Development Affairs