

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

The Government of the Republic of Mauritius and the Government of the United Kingdom of Great Britain and Northern Ireland,

Recognising the long and shared history between the Republic of Mauritius (“**Mauritius**”) and the United Kingdom of Great Britain and Northern Ireland (“**United Kingdom**”) (together called the “**Parties**”);

Desiring to build a close and enduring bilateral partnership based on mutual respect and trust that enhances the prosperity and well-being of our people, the rule of law, and the security of our nations and the wider Indian Ocean region;

Having regard to the decisions of international courts and tribunals, including the International Court of Justice, relating to the Chagos Archipelago;

Recognising the wrongs of the past;

Recalling the unique circumstances and history of the Chagos Archipelago, and *mindful* of the need to complete the process of decolonisation of Mauritius;

Conscious that past treatment of Chagossians has left a deeply regrettable legacy, and *committed* to supporting the welfare of all Chagossians;

Desiring to promote the protection and conservation of the environment of the Chagos Archipelago, including its unique marine environment and biodiversity;

Emphasising the importance of protecting international peace and security, including by ensuring the long-term, secure and effective operation of the Base on Diego Garcia;

Committed to a full and final resolution of the differences that have arisen between them in relation to the Chagos Archipelago;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

Sovereignty

Mauritius is sovereign over the Chagos Archipelago in its entirety, including Diego Garcia.

ARTICLE 2

Authorisation in respect of Diego Garcia

1. As sovereign, Mauritius authorises the United Kingdom to exercise the rights and authorities of Mauritius with respect to Diego Garcia in accordance with the terms of this Agreement.
2. The authorisation under paragraph 1 shall comprise all rights and authorities that the United Kingdom requires for the long-term, secure and effective operation of the Base, including for the Defence and Security Requirements, Conditions and Procedures in Annex 1 and the Jurisdiction and Control Arrangements in Annex 2.
3. Mauritius retains title over the land and the territorial sea of Diego Garcia, including the seabed and subsoil, as well as all rights and authorities not authorised under paragraphs 1 and 2, including:
 - a. civil and criminal jurisdiction in accordance with Article 9(2);
 - 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 the provision of electronic communications services, unrelated to the operation of the Base.

4. The rights and authorities in paragraph 3(a)-(d) may be exercised by Mauritius in conformity with the terms of this Agreement. Any other rights and authorities retained by Mauritius, including but not limited to paragraph 3(e)-(h), may be exercised by Mauritius in accordance with paragraph 7 of Annex 3.

5. The United Kingdom may authorise the United States of America to operate the Base jointly with the United Kingdom.

ARTICLE 3

Defence and security

1. The Parties agree to the Defence and Security Requirements, Conditions and Procedures in Annex 1.
2. In accordance with the terms of this Agreement, including Annex 1:
 - a. the United Kingdom 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 United Kingdom shall have full responsibility for the defence and security of Diego Garcia.
3. The Parties shall cooperate on matters relating to maritime security, including trafficking in narcotics, arms and persons, people smuggling and piracy.

ARTICLE 4

International law

Each Party agrees to ensure that in the implementation and application of this Agreement, including activities in relation to the Base, there shall be compliance with international law.

ARTICLE 5

Environment

1. The United Kingdom 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.
2. The United Kingdom agrees to provide support and assistance to Mauritius in the establishment and management of its Marine Protected Area in the Chagos Archipelago, in accordance with terms to be agreed between the Parties by a separate written instrument.
3. The Parties shall 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.

ARTICLE 6

Resettlement of Chagossians

In the exercise of its sovereignty over the Chagos Archipelago, Mauritius is free to implement a programme of resettlement on the islands of the Chagos Archipelago other than Diego Garcia. Such resettlement shall be implemented in conformity with the terms of this Agreement and the laws of Mauritius.

ARTICLE 7

International obligations and arrangements

1. Each Party confirms that none of its existing international obligations or arrangements now in force or effect between it and any third party is in conflict with the provisions of this Agreement, and that nothing in this Agreement shall affect the status of existing international obligations or arrangements except as expressly provided for in this Agreement.
2. Each Party agrees not to enter into any future international obligations or arrangements that would conflict with the provisions of this Agreement.
3. The Parties agree that nothing in this Agreement shall subject either Party to any obligation 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 this Agreement.

ARTICLE 8

International organisations

1. The United Kingdom agrees to ensure its membership in international organisations is consistent with Article 1.
2. The Parties agree to the arrangements concerning international organisations as set out in a separate written instrument.

ARTICLE 9

Jurisdiction and control

1. The United Kingdom shall exercise jurisdiction and control in respect of Diego Garcia, in accordance with the Jurisdiction and Control Arrangements in Annex 2.
2. Mauritius shall exercise its criminal and civil jurisdiction over its nationals and other persons and activities in respect of Diego Garcia in accordance with the Jurisdiction and Control Arrangements in Annex 2.

ARTICLE 10

Mauritius employees and contractors

1. In respect of contracts awarded in support of the operation of the Base, the United Kingdom may freely select civilian employees, contractors and the sources of equipment, material, supplies, or personnel, subject to the following:
 - a. suitably qualified Mauritian nationals shall be 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 shall be 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.
2. In the event that a preference is applied and a suitably qualified Mauritian company in accordance with paragraph 1(b) does not receive an award, the United

Kingdom shall, upon request, ensure that reasons for that decision are provided to the Mauritian company insofar as permitted by applicable laws and policies.

ARTICLE 11

Economic partnership

1. In consideration of this Agreement, the United Kingdom agrees:
 - a. to pay Mauritius an annual sum;
 - b. to capitalise a Trust Fund for the benefit of Chagossians as established by Mauritius; and
 - c. to grant multi-year funding as part of a development framework for projects to be undertaken by Mauritius across twenty-five (25) years.
2. The arrangements for such payments, including amounts and modalities shall be agreed separately.
3. This Agreement constitutes the full and final settlement of all claims by Mauritius in relation to the Chagos Archipelago.

ARTICLE 12

Joint Commission

A Joint Commission to facilitate the implementation of this Agreement shall be established. The composition, functions and procedures of the Joint Commission are set out in Annex 3.

ARTICLE 13

Duration

1. This Agreement shall have a duration of ninety-nine (99) years from the entry into force of this Agreement (“**Initial Period**”).
2. This Agreement may be extended for a further forty (40) years, provided that the Parties reach an agreement on the conditions for such extension (“**Additional Period**”) no later than two (2) years prior to the expiry of the Initial Period or within such other time as the Parties may agree in writing.

3. Following any such Additional Period in accordance with paragraph 2 the Parties may extend this Agreement for a further period or periods, and on such conditions, as they may agree.

4. In the event of a failure to reach agreement on the conditions for the Additional Period in accordance with paragraph 2 above, or at the expiry of any other further period or periods in accordance with paragraph 3 above, this Agreement shall terminate.

5. Notwithstanding any termination under paragraph 4, Mauritius agrees to grant the United Kingdom the right of first refusal in respect of the use of Diego Garcia on the same terms as may be offered to any third State or third party. Such a right of first refusal:

- a. shall be available to the United Kingdom upon expiry of the Initial Period for a period of forty (40) years; and
- b. shall be exercised by the United Kingdom within six (6) months of notification of those same terms by Mauritius through diplomatic channels.

ARTICLE 14

Settlement of disputes

1. Except as provided for in Article 15, in the event of any dispute between the Parties concerning the interpretation or application of this Agreement, the Parties shall first submit the dispute to the Joint Commission. In the event that the dispute cannot be resolved through the Joint Commission, the Parties agree to engage in consultations as soon as possible, and in any event, no later than thirty (30) days from a written request.

2. In the event that such a dispute between the Parties concerning the interpretation or application of this Agreement is not resolved within three (3) months in accordance with paragraph 1, the Parties agree that such dispute shall be settled exclusively by negotiations between the Parties at an appropriately high level.

3. If a Party raises a concern relating to its essential security interests as a result of the implementation of this Agreement, that Party may request direct Prime Minister to Prime Minister consultations, to obtain a response in respect of its concerns.

ARTICLE 15

Termination

1. Mauritius may terminate this Agreement only if one of the following grounds for termination of this Agreement exists:

- a. a failure by the United Kingdom to make payment as required by Article 11; or
- b. a serious threat to its supreme national interests. This means an armed attack¹ or threat of an armed attack on the territory of Mauritius by the United Kingdom, or an armed attack on the territory of Mauritius directly emanating from the Base on Diego Garcia.

2. In the event that Mauritius invokes one of the grounds for termination set out in paragraph 1(a) or (b), Mauritius shall notify the United Kingdom in writing through diplomatic channels and provide a statement of reasons why it considers that a ground for termination exists.

3. Within thirty (30) days of such written notification, unless extended by agreement, the United Kingdom shall decide whether to accept the termination. In the event that the United Kingdom decides not to accept the termination, the Parties shall meet in the Joint Commission with a view to finding a mutually acceptable solution to the situation.

4. If a mutually acceptable solution cannot be found in the Joint Commission within three (3) months of the first meeting, unless extended by agreement, the Parties agree that the United Kingdom may commence arbitration to determine whether a ground for termination as set out in paragraph 1(a) or (b) exists, in accordance with the procedures set out in Annex 4.

5. In the event that the United Kingdom does not initiate an arbitration within thirty (30) days of the conclusion of the procedure under paragraph 4, the Parties agree that this Agreement shall be terminated.

¹ For the purpose of the Agreement an “armed attack” means an armed attack that is not in accordance with a United Nations Security Council authorisation under the UN Charter, or in the exercise of the inherent right of self-defence as reflected in Article 51 of the UN Charter. It excludes any activity undertaken with the consent of the Government of the Republic of Mauritius. A “threat of an armed attack” means a direct threat of an imminent “armed attack”.

ARTICLE 16

Amendment

1. Any amendment to this Agreement shall be made by agreement of the Parties and in writing only.
2. Amendments to this Agreement shall enter into force in accordance with the procedure in Article 18 unless the Parties agree otherwise, save in respect of amendments to Annex 3 (Joint Commission), which shall enter into force in accordance with the procedure set out in paragraph 11 of Annex 3.

ARTICLE 17

Annexes

Annexes to this Agreement shall form an integral part of this Agreement.

ARTICLE 18

Entry into force

This Agreement shall enter into force on the first day of the first month following the date of receipt of the later note by which the Parties notify each other that they have completed their respective internal requirements and procedures necessary for the entry into force of this Agreement, unless the Parties agree otherwise.

ARTICLE 19

Definitions

For the purposes of this Agreement:

“**Base**” means the jointly operated United Kingdom-United States of America military facilities, installations and activities on Diego Garcia;

“**Chagos Archipelago**” means the islands, including Diego Garcia, and maritime zones of the Chagos Archipelago, including the internal waters, territorial sea, archipelagic waters and the exclusive economic zone, and the airspace above and seabed and subsoil below.² An illustrative chart is at Annex 5;

² Without prejudice to Mauritius' claims in respect of the continental shelf.

“Diego Garcia” means the island of Diego Garcia and a twelve (12) nautical mile zone surrounding the island of Diego Garcia, and includes the airspace above and seabed and subsoil below. An illustrative chart is at Annex 6.

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed this Agreement.³

DONE at Port Louis and London on this 22nd May 2025, in two originals in the English language.

**For the Government of the
Republic of Mauritius:**

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

³ This testimonium is to be applied in accordance with the Exchange of Notes of the 22 of May 2025 between the British High Commission at Port Louis and the Mauritius Ministry of Foreign Affairs, Regional Integration and International Trade.

**ANNEX 1: DEFENCE AND SECURITY REQUIREMENTS, CONDITIONS
AND PROCEDURES**

Diego Garcia

1. In accordance with this Agreement and with reference to Article 2(5) and Annex 2, in respect of Diego Garcia, Mauritius agrees the United Kingdom shall have:

- a. unrestricted access, basing and overflight for United Kingdom and United States of America aircraft and vessels to enter into the sea and airspace of Diego Garcia;
- b. unrestricted ability to:
 - i. control the conduct and deployment of armed operations and lethal capabilities;
 - ii. control the storage of all goods, including but not limited to fuels, weapons and other hazardous materials;
 - iii. control the deployment to Diego Garcia of military, civilian and contract personnel to visit or reside, and to exercise jurisdiction and exclusive command and control over such personnel;
 - iv. control and manage the electromagnetic spectrum;
 - v. authorise the installation, operation and repair of new and existing communication systems and electronic systems and associated cables;
 - vi. administer and police Diego Garcia to ensure the long-term, secure and effective operation of the Base, including persons and facilities;
 - vii. control access of persons and goods;
 - viii. permit access, basing and overflight for non-United Kingdom and non-United States of America aircraft and vessels, upon notification to Mauritius; and
 - ix. manage, use and develop the land and surrounding waters and seabed for defence purposes. This excludes the construction of any artificial islands.

2. As to paragraph 1(b)(i) of this Annex, the United Kingdom agrees to expeditiously inform Mauritius of any armed attack on a third State directly emanating from the Base on Diego Garcia.

Chagos Archipelago beyond Diego Garcia

3. In accordance with this Agreement, in respect of the Chagos Archipelago beyond Diego Garcia, Mauritius agrees:

- a. vessels and aircraft of the United Kingdom and the United States of America shall have unrestricted rights of overflight, navigation and undersea access. States operating with the United Kingdom or the United States of America shall also have such unrestricted rights, save in respect of overflight or undersea access, which require notification;
- b. the United Kingdom shall have rights of access for maintenance and upgrades of equipment, following notification to Mauritius, after having advised Mauritius of the location of all such equipment;
- c. Mauritius and the United Kingdom shall jointly decide upon the management and use of the electromagnetic spectrum;
- d. except in circumstances of necessity for a response to a humanitarian emergency or natural disaster in instances where the United Kingdom or the United States of America is unable or unwilling to provide such a response, Mauritius and the United Kingdom shall jointly decide on authorisations permitting the presence of non-United Kingdom, non-United States or non-Mauritian security forces, either civilian or military;
- e. any continuance of the presence of non-United Kingdom, non-United States or non-Mauritian security forces, that are responding to a humanitarian emergency or natural disaster, shall be subject to a joint decision under paragraph 3(d) after a period of thirty (30) days from the arrival of the relevant security force; and
- f. between twelve (12) and twenty-four (24) nautical miles surrounding the island of Diego Garcia, Mauritius and the United Kingdom shall jointly decide on the construction or emplacement of any maritime installation, sensor, structure or artificial island.

Mauritian Security Review

4. Before approving or proceeding with a proposal for:

- a. the construction or emplacement of any maritime installation, sensor, structure or artificial island in an area beyond the twenty-four (24) nautical miles surrounding the island of Diego Garcia; or
- b. any proposal for development in the land territory of the Chagos Archipelago beyond Diego Garcia,

Mauritius shall conduct a Security Review in accordance with paragraph 6.

5. The United Kingdom agrees to provide such assistance to Mauritius as is necessary to ensure Mauritius is able to monitor, detect, and adjudicate security risks and conduct Security Reviews.

Decision Process

- 6. When conducting a Security Review, Mauritius shall:
 - a. in respect of the activities in paragraph 4, inform the United Kingdom of the commencement of a Security Review and provide all available information on the subject of the Security Review to the United Kingdom;
 - b. invite the United Kingdom to provide a submission of information as soon as possible and in any event no later than sixty (60) days, or such longer period agreed by Mauritius, as to whether and why the proposal risks undermining, prejudicing or otherwise interfering with the long-term, secure and effective operation of the Base, as well as any potential mitigations to the risks identified; and respond in a timely manner to requests for further information or clarification;
 - c. consider in good faith information, or mitigations, provided or proposed by the United Kingdom under paragraph 6(b);
 - d. discuss in the Joint Commission the submission provided by the United Kingdom under paragraph 6(b);
 - e. if, following discussion in the Joint Commission, Mauritius is satisfied that the United Kingdom has provided Mauritius with sufficient information that a proposal risks conflicting with the obligations in Article 3(2)(b) despite any mitigation, Mauritius agrees that the proposal shall not proceed; and
 - f. notify the United Kingdom of its intention to proceed with the proposal if, following discussion in the Joint Commission, Mauritius is not

satisfied that the United Kingdom has provided Mauritius with sufficient information that the proposal, with or without mitigation, risks conflicting with the obligations in Article 3(2)(b). Mauritius shall allow sixty (60) days for the United Kingdom to provide further information, if it chooses to do so. If Mauritius still wishes to proceed, the matter shall be decided by the Joint Commission.

Emergent Risks

7. In respect of any activity in the Chagos Archipelago that is not subject to a Security Review under paragraph 4, the United Kingdom may notify Mauritius, and provide written reasons as to why it considers such an activity risks conflicting with the obligations in Article 3(2)(b).

8. Following receipt of such notification, Mauritius shall commence a Security Review in respect of activities under paragraph 7 that are either proposed or occurring. The procedure in paragraph 6(a) to (f) applies *mutatis mutandis*.

9. If the United Kingdom provides information to Mauritius that an activity subject to joint decision is occurring without authorisation or, in respect to paragraph 3(c), subject to unauthorised use or interference in use, the Parties agree, and shall cooperate as necessary, to prevent or otherwise bring to an end such activity.

High-Level Consultation

10. In the event that either Party has any 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. The Parties agree that this process shall be reserved for issues of the most significant concern and give the highest consideration to each Party's views.

Definitions

11. For the purposes of this Annex:

- a. “**access**” refers to the grant of rights or permissions which would not otherwise exist in international law. Nothing in this Agreement modifies or affects any rights, including rights of overflight or navigation, which exist as a matter of international law;
- b. “**Chagos Archipelago beyond Diego Garcia**” means any area within the Chagos Archipelago that is beyond Diego Garcia;

- c. “**unrestricted**” means not requiring permission or notification, subject to the standing authorisations and notifications separately agreed between the Parties to meet the requirements of international or domestic Mauritian law or current practice.

ANNEX 2: JURISDICTION AND CONTROL ARRANGEMENTS

Jurisdiction of the United Kingdom

1. In recognition of the authorisation in Article 2 of this Agreement, the Parties agree that the United Kingdom shall have the prescriptive, enforcement and adjudicative criminal and civil jurisdiction necessary to administer and operate the Base and related activities on Diego Garcia.

2. The Parties agree that the United Kingdom may enter into agreements or make 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.

Mauritian criminal jurisdiction

3. On Diego Garcia, Mauritius shall exercise all prescriptive, enforcement and adjudicative criminal jurisdiction conferred on it by its laws in relation to allegations against:

- a. nationals of Mauritius where such nationals are not members of the Armed Forces of the United Kingdom or United States Personnel, and
- b. all persons not connected to the operation of the Base, including persons involved in offences relating to unlicensed commercial fishing and the trafficking in arms or narcotics.

4. Where the right of Mauritius to exercise jurisdiction under paragraph 3 is concurrent with that of the United Kingdom, such right of Mauritius shall be primary.

5. Where Mauritius has the primary right to exercise jurisdiction it shall give sympathetic consideration to a request from the authorities of the United Kingdom that it should waive that right in cases where the United Kingdom considers such a waiver to be of particular importance. A decision by Mauritius to waive its right may be subjected to one or more conditions, which may include the condition that proceedings be commenced by the United Kingdom.

6. Should Mauritius have the primary right to exercise jurisdiction but elect not to do so, Mauritius shall notify the United Kingdom as soon as practicable. This waiver shall not preclude Mauritius from exercising its jurisdiction in matters where the United Kingdom chooses not to exercise its own right to jurisdiction.

7. The Parties agree to notify each other as soon as practicable of the disposition of all cases where the right to exercise jurisdiction is concurrent.

Cooperation in the exercise of criminal jurisdiction

8. In order to support the exercise of jurisdiction by Mauritius on Diego Garcia, the United Kingdom agrees to provide assistance to Mauritius in:

- a. the provision of facilities and amenities to support Mauritian law enforcement officials present on Diego Garcia for the purposes of exercising jurisdiction under this Agreement;
- b. the carrying out of all necessary investigations into any offences;
- c. the collection and production of evidence, including the seizure and, in proper cases, the handing over of objects connected with an offence;
- d. the arrest and transfer of prisoners; and
- e. the prevention of unlicensed commercial fishing, and trafficking of arms, persons and narcotics and illegal migration.

9. The handing over of objects in accordance with paragraph 8(c) may be subject to a requirement that they be returned within the time specified by the United Kingdom.

10. The Parties may agree separate arrangements and operating procedures as necessary to assist and facilitate the exercise of Mauritian jurisdiction in respect to paragraph 8, including in respect to the movement of persons from Diego Garcia to another part of Mauritius.

Civil jurisdiction

11. The Courts of the United Kingdom shall have jurisdiction over claims in tort arising from an act or omission on Diego Garcia.

12. Notwithstanding paragraph 11, the courts of Mauritius may exercise jurisdiction over a claim where the claimant or defendant is a national of Mauritius, provided that such nationals are not members of the Armed Forces of the United Kingdom or United States Personnel, or is the Republic of Mauritius, and the claim relates to injury or damage suffered by a national of Mauritius or the Republic of Mauritius.

13. Nothing in paragraph 12 gives jurisdiction to the courts of Mauritius over claims against persons, including legal persons, where the injury or damage arose out of an act or omission in the course of the individual's official duties in relation to the Base, or gives jurisdiction to the courts of Mauritius which is incompatible with the principle of State immunity or prejudices the exercise of jurisdiction by international forums over obligations owed in international treaties. For the purposes of determining whether injury or damage arose out of an act or omission done in the course of an individual's official duties in relation to the Base, a certificate issued by the authorities of the United Kingdom shall constitute conclusive proof of the fact.

14. 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 shall be answered by the United Kingdom, and Mauritius shall not be held liable in respect to any such civil claims.

Miscellaneous

15. Mauritius shall exercise criminal and civil jurisdiction in respect of activities such as irregular migration and unlicensed commercial fishing, provided such exercise of jurisdiction is in conformity with the requirements of this Agreement.

Definitions

16. For the purposes of this Annex:

- a. **“persons not connected to the operation of the Base”** means natural or legal persons who are present on Diego Garcia without the authorisation of the United Kingdom and the United States of America;
- b. **“Armed Forces of the United Kingdom”** means personnel belonging to the land, sea or air military forces of the United Kingdom;
- c. **“United States Personnel”** means members of the United States Armed Forces and civilian personnel who are employed by the United States Government.

ANNEX 3: JOINT COMMISSION

1. The Joint Commission shall, in accordance with Article 12, have the objective of facilitating the implementation of this Agreement, and shall act in conformity with this Agreement.
2. The Parties shall each appoint as members of the Joint Commission: one (1) senior representative as co-chair and four (4) additional representatives. The Parties may designate alternate representatives and co-opt other representatives as needed or as appropriate for the subject matter under consideration.
3. The Parties agree that the United States of America shall have the right to introduce issues for discussion in the Joint Commission and to designate a representative to attend meetings of the Joint Commission to provide views and advice, including on matters concerning the long-term, secure and effective operation of the Base.
4. The Parties shall agree the Terms of Reference of the Joint Commission.
5. All decisions of the Joint Commission require the agreement of both Parties.

Functions of the Joint Commission

6. The Joint Commission shall:
 - a. serve as a forum for dialogue between the Parties, including the exchange of information regarding the security and protection of, and activities within, the Chagos Archipelago;
 - b. monitor and facilitate the implementation and application of this Agreement;
 - c. consider appropriate ways and means of addressing issues that might arise in the interpretation and application of this Agreement;
 - d. take decisions as provided for in this Agreement;
 - e. recommend, as needed, amendments to this Agreement in accordance with Article 16; and
 - f. have any other functions, as agreed by the Parties.

7. For the purposes of Article 2(4), all rights and authorities retained by Mauritius with respect to Diego Garcia, including but not limited to Article 2(3)(e) to (h), but excluding Article 2(3)(a) to (d), may only be exercised following a decision by the Joint Commission in accordance with paragraph 5 of this Annex.

Procedures

8. The Joint Commission shall meet at least every six (6) months or earlier at the request of either Party in which case it shall meet within thirty (30) days of such a request. The Joint Commission shall also meet as required under the terms of this Agreement.

9. The Joint Commission may:

- a. take such actions as are necessary for the exercise of its functions;
- b. invite experts or such other persons as may be necessary to assist the Joint Commission in the exercise of its functions; and
- c. invite views and advice from any other interested persons or third parties, as and when necessary.

10. The Joint Commission may meet in person or by any other means as agreed.

Amendment

11. In accordance with Article 16, amendments to this Annex shall be made by agreement of the Parties and in writing only. Amendments shall enter into force on the date when both Parties have reached such an agreement in writing.

ANNEX 4: ARBITRATION UNDER ARTICLE 15

Institution of proceedings

1. Arbitral proceedings pursuant to Article 15 of this Agreement are deemed to be instituted upon the receipt of a written notice.

Constitution of the arbitral tribunal

2. For the purpose of proceedings under this Annex, the arbitral tribunal shall be constituted as follows:

- a. the arbitral tribunal shall consist of five (5) members;
- b. each Party shall appoint one (1) arbitrator, who may be its national. If an appointment is not made within thirty (30) days of the institution of proceedings, either Party may request that the appointment be made in accordance with subparagraph (d);
- c. the other three (3) arbitrators shall be appointed by agreement between the Parties. None of those three (3) other arbitrators shall be nationals of the Republic of Mauritius or the United Kingdom of Great Britain and Northern Ireland, unless the Parties otherwise agree. The Parties shall appoint the President of the arbitral tribunal from among those three (3) arbitrators. If, within sixty (60) days of the institution of proceedings, the Parties are unable to reach agreement on the appointment of one (1) or more of the members of the tribunal to be appointed by agreement, or on the appointment of the President, the remaining appointment or appointments shall be made in accordance with subparagraph (d), at the request of either Party;
- d. unless the Parties agree that any appointment under subparagraphs (b) and (c) be made by a person or a third State chosen by the Parties, the Secretary-General of the Permanent Court of Arbitration at The Hague shall make the appointment, after consultation with the Parties; and
- e. any vacancy shall be filled in the manner prescribed for the initial appointment.

Procedure

3. Unless the Parties otherwise agree, the arbitral tribunal shall determine its own procedure, assuring to each Party a full opportunity to be heard and to present its case.
4. Unless the Parties agree otherwise, the place of arbitration shall be The Hague and the Secretariat of the Permanent Court of Arbitration shall be invited to act as registry.
5. The Parties shall in good faith co-operate with the arbitral tribunal and, in particular, shall endeavour to comply with requests by the tribunal to submit written materials, provide evidence or documents, and attend meetings and hearings. The rules of procedure may not, however, empower the tribunal to order a Party to disclose anything which it considers should not be disclosed.

Expenses

6. Unless the arbitral tribunal decides otherwise because of the particular circumstances of the case, the expenses of the arbitral tribunal, including the remuneration of its members, shall be borne by the Parties in equal shares.

Language

7. The language of proceedings before the arbitral tribunal shall be English. Decisions of the arbitral tribunal shall be issued in English.
8. Each Party shall bear its own costs of the translation of any documents submitted to the arbitral tribunal which are not originally drafted in English, as well as any costs relating to interpretation during a hearing related to its representatives or advisers.

Tribunal decisions

9. The arbitral tribunal shall make every effort to take decisions by consensus. Where, nevertheless, a decision cannot be arrived at by consensus, the matter at issue shall be decided by majority vote.

Finality and binding force of decisions

10. Any decision rendered by the arbitral tribunal shall be final and shall be complied with by the Parties.

11. In the event of a dispute as to the meaning or scope of the decision, the arbitral tribunal shall construe it upon the request of either Party.

Confidentiality

12. No information concerning the existence of an arbitration under this Agreement may be disclosed to any third party, unless the Parties otherwise agree.

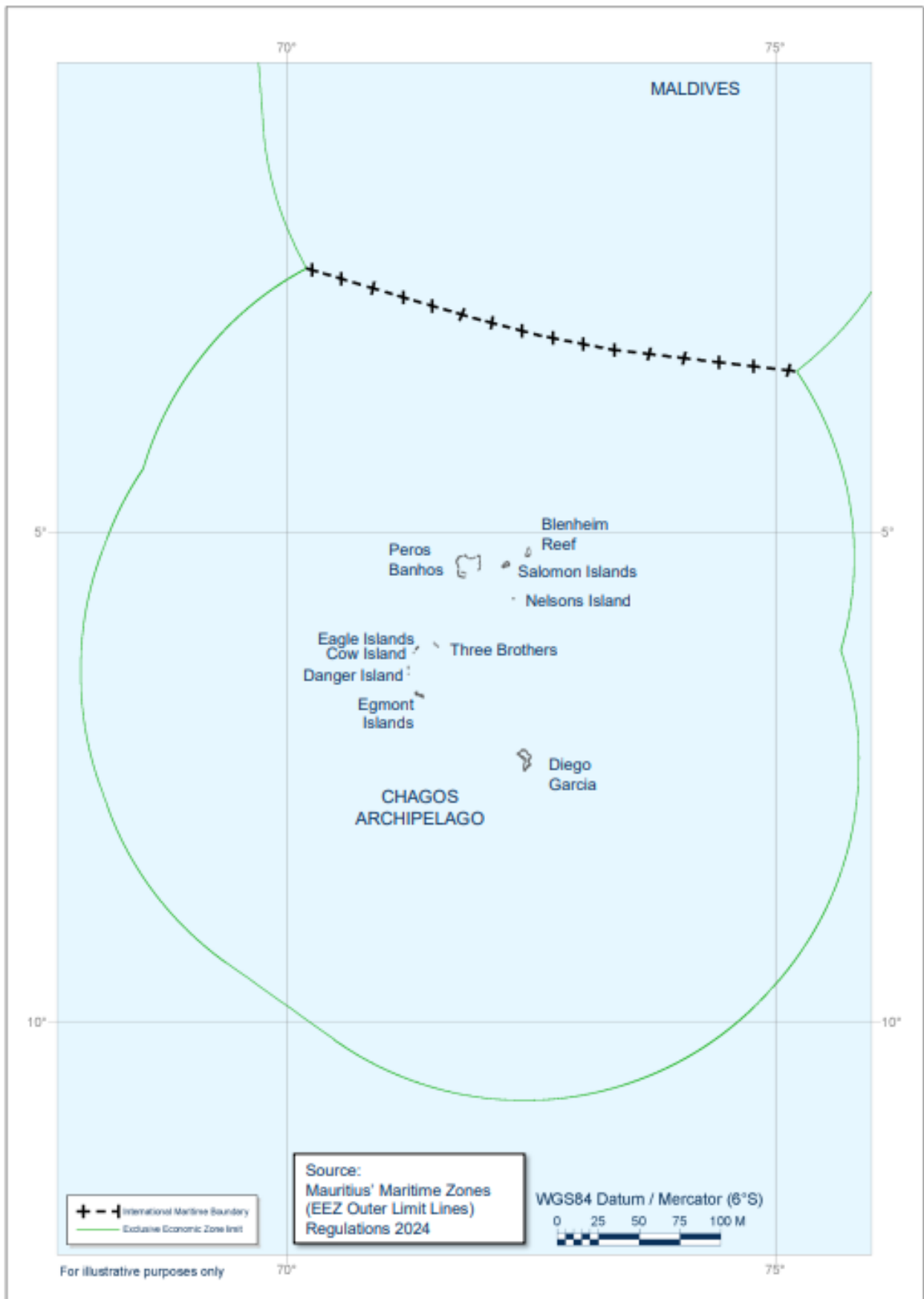
13. The arbitration proceedings shall be conducted in private. Documents produced in the proceedings, including pleadings and evidence, shall be treated as confidential and not disclosed to any third party.

14. The operative part of any Award shall be public, unless the Parties otherwise agree.

Expedition

15. The Parties may agree by separate written instrument to an expedited arbitration procedure by which the procedure for arbitration in this Annex shall be amended as follows: the arbitral tribunal shall notify the Parties of its decision within six (6) months from its constitution under paragraph 2 of this Annex and in accordance with Article 15(4) of this Agreement. Where the arbitral tribunal considers that it cannot comply with this time limit, the President shall notify the Parties in writing, stating the reasons for the delay and the date on which the tribunal intends to conclude its work.

ANNEX 5: ILLUSTRATIVE CHART (CHAGOS ARCHIPELAGO)



ANNEX 6: ILLUSTRATIVE CHART (DIEGO GARCIA)

