

Agreement between the United Kingdom and Mauritius concerning the Chagos Archipelago including Diego Garcia

Article

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INTRODUCTORY NOTE TO THE AGREEMENT BETWEEN THE UNITED KINGDOM AND MAURITIUS CONCERNING THE CHAGOS ARCHIPELAGO INCLUDING DIEGO GARCIA BY SAEED BAGHERI* [MAY 22, 2025]

Introduction

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 Garcia¹ was concluded on May 22, 2025. This Agreement marked the culmination of over two and a half years of intensive diplomatic negotiations between the United Kingdom (UK) and Mauritius. Initiated in November 2022 under the then UK Conservative government, the negotiations aimed to resolve longstanding disputes over sovereignty related to the British Indian Ocean Territory (BIOT). In the aftermath of the Agreement's conclusion, both parties affirmed their shared commitment to deepening bilateral cooperation across a range of domains, including regional and global security, maritime governance, environmental protection, and the promotion of human rights. Furthermore, the parties confirmed that the Agreement would ensure the continued operational effectiveness of the joint UK–US military base on Diego Garcia.

Background

In 1965, the Chagos Archipelago was detached from Mauritius and designated a British Indian Ocean Territory (BIOT) under British law. This detachment was not reversed when Mauritius attained independence in 1968. Since then, the UK has retained possession of the archipelago, including Diego Garcia, its largest island. The UK's continued administration of the territory contravened UN General Assembly Resolutions 1514² and 2066,³ both of which affirmed the inalienable right of the Mauritian people to independence and self-determination. This right should be realized promptly and effectively. In the early 1970s, the UK granted the US a ninety-nine-year lease over Diego Garcia, facilitating the establishment of a major military base. This development entailed the forcible displacement of the indigenous Chagossian population, who were subsequently relocated to Mauritius under harsh conditions.

Following its independence, Mauritius has consistently contested the sovereignty of the UK over the Chagos Archipelago. This dispute culminated in Mauritius referring the matter to the International Court of Justice (ICJ). In its 2019 Advisory Opinion, the ICJ concluded that the decolonization of Mauritius had not been lawfully completed and that the UK was obligated to end its administration of the islands without delay.⁴ The UN General Assembly subsequently adopted a resolution affirming Mauritius's sovereignty over the archipelago,⁵ a position widely supported by the international community.

Amid intensifying legal and diplomatic pressure, the UK entered into negotiations with Mauritius.⁶ These talks—spanning successive Conservative and Labour governments, and occurring both before and after 2024—ultimately resulted in the conclusion of the UK–Mauritius Agreement on May 22, 2025. Under this Agreement, sovereignty over the Chagos Archipelago is transferred to Mauritius, along with the right to facilitate the resettlement of the Chagossians. However, the UK retains complete operational control of Diego Garcia⁷ for ninety-nine years.⁸

The Significance and Context of the Agreement

Under the terms of the Agreement, the UK committed to transferring sovereignty over the Chagos Archipelago to the Republic of Mauritius. Notably, however, the Agreement excludes Diego Garcia—the largest island in the archipelago—from resettlement provisions. The arrangement allows the original inhabitants of more than fifty islands in the Chagos Archipelago to return, facilitated by UK financial support amounting to £165 million annually for the first three years, followed by £120 million per year for up to ninety-nine years.⁹ This financial arrangement may be extended for an additional forty years, subject to the mutual consent of both parties.¹⁰

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The parties further agreed to comply with the defense and security provisions set out in the Agreement. In this regard, the UK formally recognizes and respects Mauritian sovereignty over the Chagos Archipelago. Nonetheless, both governments have pledged not to compromise the continued, secure, and effective functioning of the joint UK–US military base on Diego Garcia.¹¹ They have undertaken to cooperate in ensuring the base remains operational.

Despite acknowledging Mauritius’s sovereignty as part of the decolonization process, the UK retains primary responsibility for the defense and security of Diego Garcia.¹² While the UK maintains operational control, Mauritius authorizes UK and US military access and operations on the island, subject to joint oversight. The Agreement also establishes a framework for bilateral cooperation on matters of security, jurisdiction, and international law. Mauritius retains jurisdiction over natural resources, environmental regulation, and criminal matters involving individuals unaffiliated with the base.¹³ Nevertheless, the UK holds extensive authority over Diego Garcia,¹⁴ including the continuation of UK and US military activities.¹⁵ Importantly, Mauritius reserves the right to terminate the Agreement should the UK engage in conduct—such as military actions from Diego Garcia—that poses a serious threat.¹⁶

An Inquiry into Salient Aspects of the Agreement

Differing from the 1960s, the UK has recently adopted a more flexible stance toward international law, exemplified by the UK–Mauritius Agreement. Influenced by the ICJ’s Advisory Opinion and 2019 UN resolution, this Agreement is significant for both sides: it recognizes Mauritius’s sovereignty over the Chagos Archipelago while securing UK control over Diego Garcia. However, it faces criticism for not fully meeting international legal standards in two key ways, outlined below.

The Risk of Nuclear Storage in Diego Garcia

The joint UK–US military base on Diego Garcia has been characterized as playing a vital strategic role in addressing major global threats, including terrorism and adversarial state actors. Established through a 1966 agreement between the UK and the US,¹⁷ the base is equipped with a robust security infrastructure to counter potential threats from surrounding islands.¹⁸ This arrangement grants the UK an effective veto over any activity that might compromise the base’s security, thereby serving as a significant deterrent to hostile actors.¹⁹ The UK–Mauritius Agreement continues to underpin this deterrence framework.

A key issue in this context is the potential storage of US nuclear warheads on Diego Garcia. While UK authorities have reiterated the existence of a Nuclear Emergency Response Organization to safely accommodate nuclear-powered submarines at British ports,²⁰ questions remain regarding US nuclear capabilities on the island. Diego Garcia serves a strategic function for the US military, allowing the prepositioning of equipment and supplies to facilitate rapid deployment for a range of operations, including humanitarian missions and disaster response across the Indo-Pacific.²¹ Unlike Mauritius, however, the US is not a party to the 1996 Pelindaba Treaty,²² which establishes the African Nuclear-Weapon-Free Zone (ANWFZ). This raises ongoing concerns about the potential deployment or storage of nuclear weapons on Diego Garcia, including the possible stationing of nuclear-armed aircraft such as the B-2 Spirit bomber.

Although the UK–Mauritius Agreement formally recognizes Mauritius’s sovereignty over the Chagos Archipelago, the UK continues to exercise control over Diego Garcia. The extent of the US nuclear presence on the island remains unclear and, under the current arrangement, Mauritius would have minimal authority to regulate the deployment of US nuclear-capable forces.²³ Consequently, the US military presence may compromise the integrity of the ANWFZ. Nonetheless, as the acknowledged sovereign over Diego Garcia,²⁴ and a signatory to the Pelindaba Treaty, Mauritius remains firmly committed to prohibiting the presence of nuclear explosive devices within its territory.²⁵

Human Rights Concerns

The Agreement acknowledges Mauritius’s sovereignty over the Chagos Archipelago,²⁶ particularly in relation to the resettlement of former inhabitants. However, it explicitly excludes the island of Diego Garcia.²⁷ As such, the

Agreement fails to meet the standards set out in the ICJ's Advisory Opinion²⁸ and UN General Assembly Resolution 73/295 (2019),²⁹ both of which call for an end to the UK's colonial administration and the unconditional resettlement of Mauritian nationals, including the Chagossian people. Notably, the Agreement does not justify excluding Diego Garcia from resettlement efforts.

In 1971, the BIOT Commissioner enacted Immigration Ordinance No. 1, under which it became an offence under section 4(1) to enter or remain in the territory without a permit.³⁰ This measure, later characterized by the UK Secretary of State in 2008 as having been taken with "callous disregard" for the Chagossians' interests,³¹ laid the foundation for their prolonged exclusion. Despite this history, the recent Agreement inadequately safeguards the rights of the Chagossian people, particularly their right to return to Diego Garcia and to preserve their cultural heritage. Concerns regarding this omission have been raised by a group of UN special rapporteurs, who observed that the continuing UK military presence on Diego Garcia obstructs the Chagossians' return and undermines their right of return under international human rights law.³² More broadly, this ongoing exclusion impairs the Chagossians' ability to access cultural and ancestral sites, thereby infringing upon their cultural rights.³³

These conditions amount to a violation of Article 12(4) of the International Covenant on Civil and Political Rights (ICCPR), which guarantees the right to return and prohibits the arbitrary denial of such access. While the human rights obligations of states are not inherently extraterritorial, the UK's effective control over Diego Garcia gives rise to extraterritorial obligations under Article 12(4), obliging it to respect the Chagossians' right to return.

Additionally, as a state party to the ICCPR, Mauritius is required to take appropriate measures within its jurisdiction to prevent threats to life and ensure that its citizens can exercise their rights. Yet, the ongoing application of the 1971 BIOT Immigration Ordinance continues to impede Mauritius's ability to fulfill its obligations concerning Diego Garcia. In this regard, the legal and practical situation on Diego Garcia remains fundamentally unchanged, despite the commitments set out in the Agreement and the shared human rights obligations of both the UK and Mauritius.

Conclusion

The UK–Mauritius Agreement enters into force upon the completion of the necessary domestic procedures by both parties. Following several weeks of contentious negotiations with the executive, the UK House of Commons ratified the Agreement through the enactment of the *Diego Garcia Military Base and British Indian Ocean Territory Bill* on 15 July 2025.³⁴ Despite the significant financial commitments undertaken by the UK under the Agreement, it falls short of meeting specific legal standards set by relevant international law. Furthermore, the Mauritian Government's apparent acquiescence to the Agreement's legally contentious provisions remains under judicial scrutiny and is the subject of ongoing litigation.

ENDNOTES

- 1 *Agreement between the Government of the UK of Great Britain and Northern Ireland and the Government of the Republic of Mauritius Concerning the Chagos Archipelago Including Diego Garcia* [CS Mauritius No. 1/2025] (London and Port Louis, May 22, 2025) [hereinafter the *UK–Mauritius Agreement*].
- 2 G.A. Res. 1514 (XV), U.N. Doc. A/RES/1514 (XV) (Dec. 14, 1960).
- 3 G.A. Res. 2066 (XV), U.N. Doc. A/RES/2066 (XX) (Dec. 16, 1965).
- 4 Legal Consequences of the Separation of the Chagos Archipelago from Mauritius in 1965, Advisory Opinion, 2019 I.C.J. Rep. 95, ¶ 174.
- 5 G.A. Res. 73.295, U.N. Doc. A/RES/73/295 (May 24, 2019).
- 6 See UK Parliament, *British Indian Ocean Territory/Chagos Archipelago*, Statement UIN HCWS354 (Nov. 3, 2022), <https://questions-statements.parliament.uk/written-statements/detail/2022-11-03/hcws354>.
- 7 *Annex 1 to the UK–Mauritius Agreement: 'Defence and Security Requirements, Conditions and Procedures'*, ¶¶ 1–3.
- 8 *The UK–Mauritius Agreement*, art. 13.
- 9 *Exchange of Letters Concerning Implementation and Interpretation of Article 11 of 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, Letter No.1* (London, May 22, 2025), ¶ 1.
- 10 *The UK–Mauritius Agreement*, art. 13(2).
- 11 *Id.*, art. 3(2)(b).
- 12 *Id.*, art. 3(2)(c).
- 13 *Id.*, art. 2(3).

- 14 *Annex 1 to the UK-Mauritius Agreement: 'Defence and Security Requirements, Conditions and Procedures'*, ¶ 1.
- 15 *Id.*
- 16 *The UK–Mauritius Agreement*, art. 15(1)(b).
- 17 *United Kingdom of Great Britain and Northern Ireland and United States of America—Exchange of Notes Constituting an Agreement Concerning the Availability for Defense Purposes of the British Indian Ocean Territory (with annexes)*, No. 8737 (Dec. 30, 1966).
- 18 UK Parliament, Diego Garcia Military Base, Volume 846: debated at Lords Chamber on 3 June 2025, <https://hansard.parliament.uk/Lords/2025-06-03/debates/43D3F1CD-9A56-4666-AE94-D08893CAC7BF/DiegoGarciaMilitaryBase>.
- 19 *Id.*
- 20 Press Release, UK Ministry of Defence, UK Secures Future of Vital Diego Garcia Military Base to Protect National Security: The Long-Term Agreement Secures Future of joint UK-US Military Base at Diego Garcia (May 22, 2025), <https://www.gov.uk/government/news/uk-secures-future-of-vital-diego-garcia-military-base-to-protect-national-security>.
- 21 *Id.*
- 22 *The African Nuclear-Weapon-Free Zone Treaty [hereinafter Pelindaba Treaty]* (Addis Ababa, June 28, 1995).
- 23 George Allison, *American B-2 Stealth Bombers Deploy Amid Iran Tensions*, UK DEFENCE JOURNAL (June 21, 2025), <https://ukdefencejournal.org.uk/american-b-2-stealth-bombers-deploy-amid-iran-tensions>.
- 24 *The UK–Mauritius Agreement*, art. 2(3).
- 25 *Pelindaba Treaty*, art. 4(1).
- 26 *The UK–Mauritius Agreement*, art. 11(3).
- 27 *Id.*, art. 6.
- 28 *See supra* note 4, ¶ 182.
- 29 G.A. Res. 73.295, U.N. Doc. A/RES/73/295 (May 24, 2019), ¶ 4.
- 30 *Chagos Islanders v. The United Kingdom*, App. No. 35622/04 (Dec. 11, 2012), ¶ 10. See also House of Lords, *Opinions of the Lords of Appeal for Judgment in the Cause, R (on the application of Bancoult) (Respondent) v. Secretary of State for Foreign and Commonwealth Affairs (Appellant)* [2008] UKHL 61, ¶ 8.
- 31 *Id.* ¶ 10.
- 32 Press Release, UN Human Rights Office of the High Commissioner, Agreement between Mauritius and the UK fails to guarantee rights of Chagossians say UN experts (June 10, 2025), <https://www.ohchr.org/en/press-releases/2025/06/agreement-between-mauritius-and-uk-fails-guarantee-rights-chagossians-say-un>.
- 33 *Id.*
- 34 UK Parliament, *'Diego Garcia Military Base and British Indian Ocean Territory Bill' - Government Bill, Originated in the House of Commons*, Session 2024–25 (July 15, 2025), <https://bills.parliament.uk/bills/4004>.

AGREEMENT BETWEEN THE U.K. AND MAURITIUS CONCERNING THE CHAGOS
ARCHIPELAGO INCLUDING DIEGO GARCIA*
[MAY 22, 2025]



Mauritius No. 1 (2025)

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

London and Port Louis, 22 May 2025

[The Agreement is not in force]

*Presented to Parliament
by the Secretary of State for Foreign, Commonwealth and Development Affairs
by Command of His Majesty
May 2025*

CP 1334

**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**

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

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

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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.

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;

“**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 London and Port Louis on this Twenty-second day of May 2025, in two originals in the English language.

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

KEIR STARMER

For the Government of the Republic of Mauritius:

NAVIN RAMGOOLAM

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

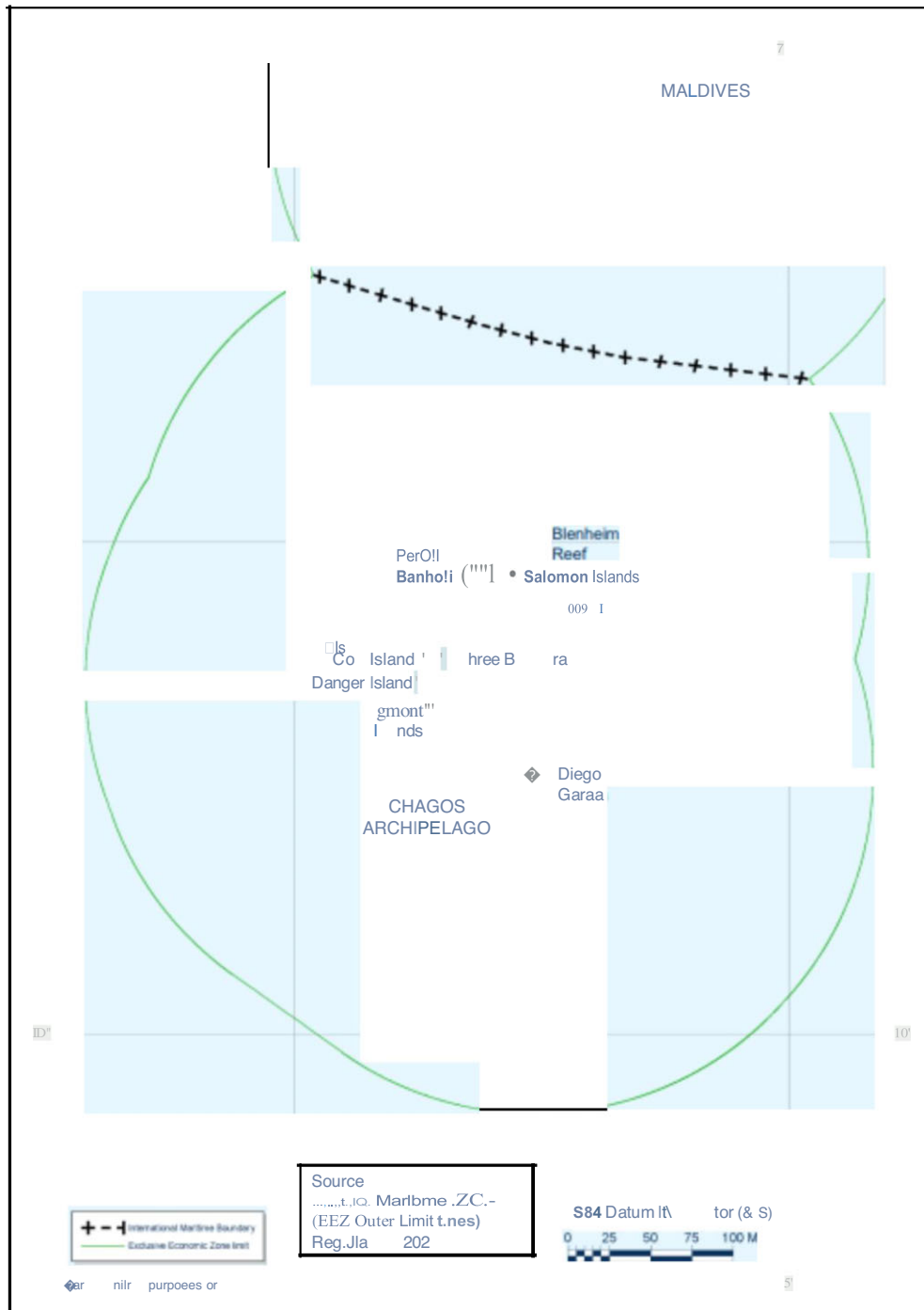
- 10. Any decision rendered by the arbitral tribunal shall be final and shall be complied with by the Parties.
- 11. In the event of a dispute as to the meaning or scope of the decision, the arbitral tribunal shall construe it upon the request of either Party.

Confidentiality

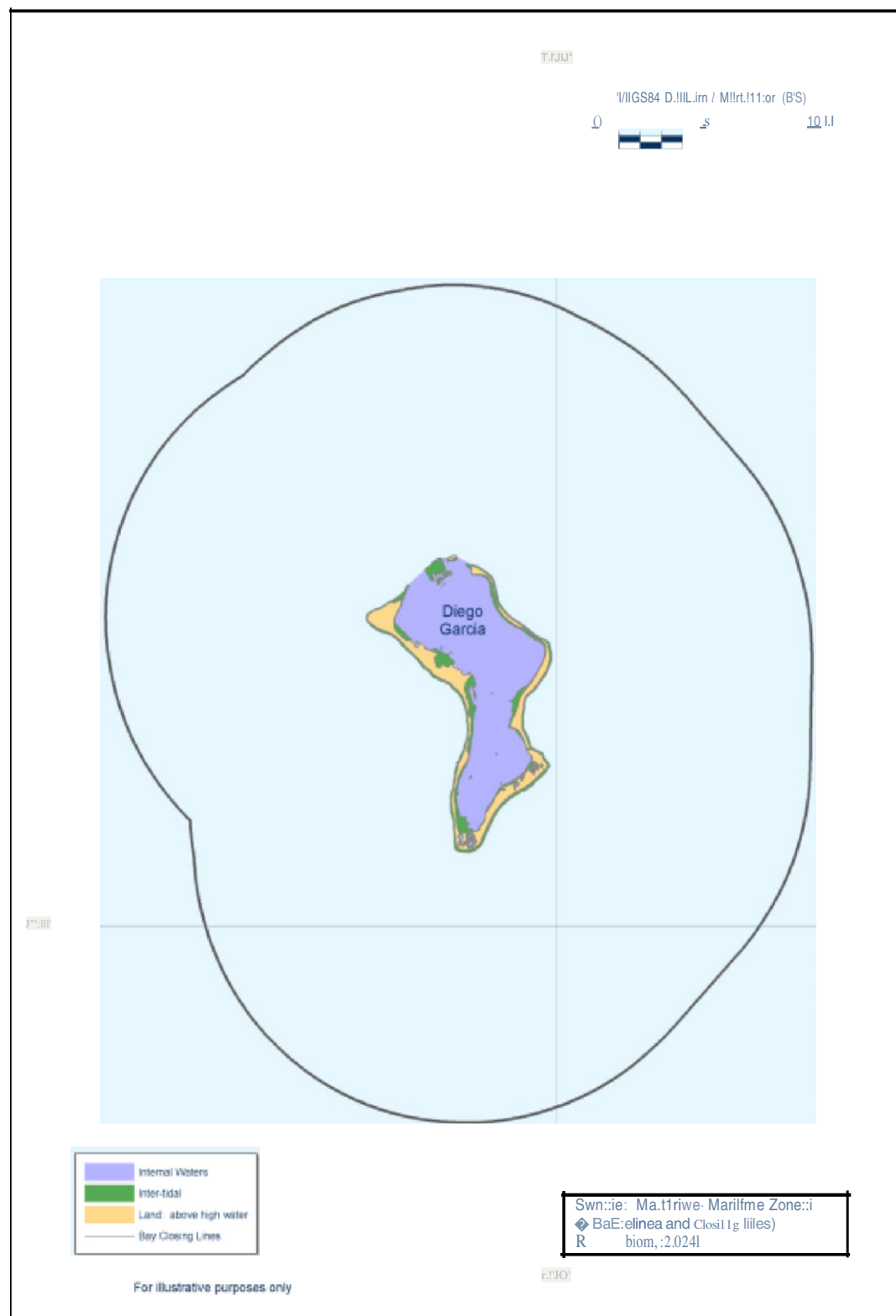
- 12. No information concerning the existence of an arbitration under this Agreement may be disclosed to any third party, unless the Parties otherwise agree.
- 13. The arbitration proceedings shall be conducted in private. Documents produced in the proceedings, including pleadings and evidence, shall 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)



EXCHANGE OF NOTES CONCERNING SIGNATURE OF 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

Note No. 1

British High Commission, Port Louis, to the Ministry of Foreign Affairs, Regional Integration and International Trade, Republic of Mauritius

Port Louis

22 May 2025

Note No. 35/2025

The High Commission of the United Kingdom of Great Britain and Northern Ireland presents its compliments to the Ministry of Foreign Affairs, Regional Integration and International Trade of the Republic of Mauritius.

The High Commission has the honour to refer to the discussions between the United Kingdom of Great Britain and Northern Ireland and the Republic of Mauritius concerning signature of the Agreement between the United Kingdom of Great Britain and Northern Ireland and the Republic of Mauritius concerning the Chagos Archipelago including Diego Garcia (the “Agreement”).

As a result of these discussions, the United Kingdom of Great Britain and Northern Ireland and the Republic of Mauritius intend to hold a virtual signing ceremony at London, United Kingdom and Port Louis, Mauritius on 22 May 2025 where the Prime Ministers of both Governments will sign the Agreement.

The High Commission has the honour to propose that the date of signature of the Agreement will be deemed to be 22 May 2025. The High Commission has further the honour to propose that each signatory will sign and return the other signatory’s original copy of the Agreement as soon as possible after this date.

If the above is acceptable to the Republic of Mauritius, the High Commission proposes that this Note and the Republic of Mauritius’s reply to that effect will constitute an understanding between our two Governments.

The High Commission of the United Kingdom of Great Britain and Northern Ireland avails itself of the opportunity to renew to the Ministry of Foreign Affairs, Regional Integration and International Trade of the Republic of Mauritius the assurances of its highest consideration.

Note No.2

Ministry of Foreign Affairs, Regional Integration and International Trade, Republic of Mauritius, to the British High Commission, Port Louis

Port Louis

22 May 2025

Note No. 08/2025 (1197/28)

The Ministry of Foreign Affairs, Regional Integration & International Trade of the Republic of Mauritius has the honour to acknowledge receipt of Note Verbale 35/2025 from the British High Commission dated 22 May 2025, which reads as follows:

‘As Above’

The Ministry of Foreign Affairs, Regional Integration & International Trade has the honour to inform the British High Commission that the Republic of Mauritius finds the proposal set out in that Note acceptable, and this reply will place on record the understanding of the two Governments on this matter.

The Ministry of Foreign Affairs, Regional Integration & International Trade avails itself of this opportunity to renew to the British High Commission the assurances of its highest consideration.

EXCHANGE OF LETTERS CONCERNING THE ARRANGEMENTS REGARDING INTERNATIONAL ORGANISATIONS UNDER ARTICLE 8 OF 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

Letter No. 1

Foreign, Commonwealth and Development Office to the Ministry of Foreign Affairs, Regional Integration and International Trade, Republic of Mauritius

London

22 May 2025

Dear Minister,

I have the honour to propose the following approach to the interpretation and application of Article 8 of 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, done at London and Port Louis on 22 May 2025 (the “**Agreement**”).

In respect of membership of international organisations entered into by the United Kingdom of Great Britain and Northern Ireland (the “**United Kingdom**”):

1. The United Kingdom agrees that its membership of the following international organisations in respect of the Chagos Archipelago shall transition as follows to reflect Article 1 of the Agreement with such notifications to be made upon entry into force of the Agreement:
 - a. **UN Specialized Agencies/UN Bodies:** United Kingdom removed as sovereign from UN ordinances;
 - b. **North Indian Ocean Hydrographic Commission:** From Full Member to Associate Member;
 - c. **Indian Ocean Naval Symposium:** From Full Member to Observer;
 - d. **Indian Ocean Tuna Commission:** From Coastal State to Distant Water Fishing Nation; and
 - e. **Central Asian Flyway:** De-listed as a Range State.
2. The United Kingdom and Mauritius agree that, in accordance with the Agreement, Mauritius is sovereign over the Chagos Archipelago in its entirety, including Diego Garcia. As sovereign, Mauritius agrees to implement with the United Kingdom bespoke arrangements with the following international organisations, in respect of Diego Garcia, as follows:
 - a. **The International Telecommunication Union (“ITU”):** Mauritius shall represent the whole of the Chagos Archipelago at the ITU including at annual forums such as the World Radio Conference (WRC) and Plenipotentiary Conference. The United Kingdom and Mauritius shall enter into a special arrangement, under Resolution 1 of the ITU Radio Regulations (as amended at WRC-97), to ensure that the United Kingdom has the ability to register frequency assignments and maintain existing assignments in the ITU’s Master International Frequency Register (MIFR).
 - b. **Convention on Wetlands of International Importance especially as Waterfowl Habitat (known as the Ramsar Convention):** The United Kingdom shall confirm to the Ramsar Convention Secretariat that the Chagos Archipelago is part of Mauritius, and that the Ramsar site on Diego Garcia should be described accordingly on all external facing documents. Mauritius and the United Kingdom shall agree a separate arrangement for the administration and maintenance of the Ramsar site on Diego Garcia such that the United Kingdom retains responsibility for the environmental protection of the site in accordance with the site’s Management Plan. The United Kingdom and Mauritius shall collaborate in the preparation of any new plan, and in the production of the 6-yearly updates of Ramsar Information Sheets, including by undertaking joint site visits and the United Kingdom providing data and other relevant information to Mauritius as required.
 - c. **The Comprehensive Nuclear-Test-Ban Treaty Organisation (“CTBTO”):** The United Kingdom shall confirm to the CTBTO Secretariat that the Chagos Archipelago is part of Mauritius, and that any monitoring stations located within the Chagos Archipelago are to be described accordingly on all documents and publications. The United Kingdom shall continue to be responsible for the administration and facilitation of maintenance of the monitoring stations: HA08, IS52

and RN66. The United Kingdom and Mauritius shall seek to negotiate arrangements with the CTBTO Secretariat such that the CTBTO Secretariat consult with both and obtain the consent of Mauritius and the United Kingdom before proceeding with any major installation, repair or refurbishment of monitoring stations. Such consent shall not be unreasonably withheld.

3. Membership of, representation at, or arrangements concerning any international organisation not identified within this document may be raised by either Party to the Agreement in the Joint Commission to ensure conformity with Article 8 of the Agreement.

If the foregoing is acceptable to the Government of the Republic of Mauritius, I have the honour to propose that this Letter and your Letter in reply to that effect shall constitute an agreement between our two Governments on this matter which shall enter into force on the date when the Agreement enters into force.

I avail myself of this opportunity to renew the assurances of my highest consideration.

Letter No. 2

Ministry of Foreign Affairs, Regional Integration and International Trade, Republic of Mauritius to the Foreign, Commonwealth and Development Office

Port Louis

22 May 2025

Dear Minister,

I have the honour to acknowledge receipt of your Letter of 22 May 2025, which reads:

'As above'

I have the honour to inform you that the foregoing is acceptable to the Government of the Republic of Mauritius and that your Letter and this Letter in reply shall constitute an agreement between our two Governments in this matter which shall enter into force on the date when the Agreement enters into force.

I avail myself of this opportunity to renew the assurances of my highest consideration.

EXCHANGE OF LETTERS CONCERNING IMPLEMENTATION AND INTERPRETATION OF ARTICLE 11 OF 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

Letter No. 1

Foreign, Commonwealth and Development Office to the Ministry of Foreign Affairs, Regional Integration and International Trade, Republic of Mauritius

London

22 May 2025

Dear Minister,

I have the honour to refer to 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, done at London and Port Louis on 22 May 2025 (the “**Agreement**”) and to make the following proposal for the implementation and interpretation of Article 11 of the Agreement.

1. Pursuant to Article 11(1)(a) of the Agreement, the United Kingdom of Great Britain and Northern Ireland (the “**United Kingdom**”) agrees to make an annual payment to the Republic of Mauritius (“**Mauritius**”) on the following terms:
 - a. the annual payment value for the first (1st) three (3) years of the Agreement shall be one hundred and sixty-five million pounds sterling (GBP 165,000,000);
 - b. the annual payment value for the ten (10) year period from years four (4) to thirteen (13) of the Agreement shall be one hundred and twenty million pounds sterling (GBP 120,000,000);
 - c. each annual payment for the first (1st) thirteen (13) years shall be in respect of a twelve (12) month period commencing from the date of the entry into force of the Agreement or its anniversary, as applicable;
 - d. the first (1st) annual payment shall be made on the first (1st) day of the month following entry into force of the Agreement, or within twenty-one (21) days of that date, unless extended by agreement;
 - e. each of the following twelve (12) annual payments shall be made on the anniversary of the entry into force of the Agreement, or within twenty-one (21) days of that date, unless extended by agreement;
 - f. a payment in respect of the period between the end of the thirteenth (13th) year from the date of entry into force of the Agreement and 31 December of that calendar year shall be made on a pro-rata basis of the annual payment value of one hundred and twenty million pounds sterling (GBP 120,000,000). This payment shall be made on the first (1st) day of the month following the end of the thirteenth (13th) year from the date of entry into force of the Agreement, or within twenty-one (21) days of that date, unless extended by agreement;
 - g. the fourteenth (14th) annual payment shall be in respect of the period commencing 1 January and ending on 31 December of the year following the thirteenth (13th) year from the date of entry into force of the Agreement, so as to coincide with a calendar year. All subsequent annual payments shall be in respect of twelve (12) month periods commencing on 1 January each year;
 - h. the value of the fourteenth (14th) annual payment and all subsequent annual payments shall be the value of the preceding annual payment adjusted for inflation using the Gross Domestic Product (“**GDP**”) Deflator for the preceding calendar year, as published by the Government of the United Kingdom;⁴
 - i. the fourteenth (14th) annual payment and all subsequent annual payments shall be made on the first (1st) day of the month of May of that year, or within twenty-one (21) days of that date, unless extended by agreement;
 - j. the value of the fourteenth (14th) annual payment and all subsequent annual payments shall be notified by the United Kingdom to Mauritius following the publication of the GDP Deflator and before the first (1st) day of the month of May on which payment for that year is made; and
 - k. the value of the final payment in respect of the period between 1 January and the date of termination of the Agreement shall be calculated on a pro-rata basis and shall be paid on the first (1st) day of the month of May of that year, or within twenty-one (21) days of that date, unless extended by agreement. Any overpayments shall be returned to the United Kingdom within twenty-one (21) days of the termination date.
2. Pursuant to Article 11(1)(b) of the Agreement, the United Kingdom agrees to capitalise a trust fund for the benefit of Chagossians on the following terms:
 - a. the trust fund shall be established by Mauritius through regulations under the Finance and Audit Act for the benefit of Chagossians. Mauritius shall consult the United Kingdom on the modalities of the operation of the trust fund before making the regulations;
 - b. the United Kingdom shall pay an amount of forty million pounds sterling (GBP 40,000,000) to Mauritius to be transferred to the trust fund; and
 - c. such payment shall be made on the first (1st) day of the month following the first (1st) anniversary of the date of entry into force of the Agreement, or within twenty-one (21) days of that date, unless extended by agreement.
3. Pursuant to Article 11(1)(c) of the Agreement, the United Kingdom agrees to provide grant funding as part of a development framework for projects to be undertaken by Mauritius as follows:
 - a. the United Kingdom shall grant Mauritius a sum of forty-five million pounds sterling (GBP 45,000,000) each year for a period of twenty-five (25) years;
 - b. the grant shall be invested by Mauritius in projects that promote the ongoing economic development and welfare of Mauritius and its people;
 - c. the first (1st) grant shall be paid on the first (1st) day of the month following the third (3rd) anniversary of the date of entry into force of the Agreement, or within twenty-one (21) days of that date, unless extended by agreement;

- d. a further twenty-four (24) grants shall be paid annually on the first (1st) day of the month following the anniversary of the date of entry into force of the Agreement, or within twenty-one (21) days of that date, unless extended by agreement;⁵
 - e. funds not used by Mauritius within a calendar year of payment may be used by Mauritius in subsequent years for development projects; and
 - f. the projects shall involve United Kingdom 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.
4. All payments shall be made in pounds sterling. Payment shall be made by the United Kingdom into the Bank of Mauritius account at the Bank of England.
 5. The United Kingdom and Mauritius may agree to amendments or exceptions to the arrangements in this Letter by agreement in writing through diplomatic channels.

If the foregoing is acceptable to the Government of the Republic of Mauritius, I have the honour to propose that this Letter and your Letter to that effect in reply shall constitute an agreement between our two Governments on this matter which shall enter into force on the date when the Agreement enters into force.

I avail myself of this opportunity to renew the assurances of my highest consideration.

Letter No. 2

Ministry of Foreign Affairs, Regional Integration and International Trade, Republic of Mauritius to the Foreign, Commonwealth and Development Office

Port Louis

22 May 2025

Dear Minister,

I have the honour to acknowledge receipt of your Letter of 22 May, which reads:

'As Above'

I have the honour to inform you that the foregoing is acceptable to the Government of the Republic of Mauritius and that your Letter and this Letter in reply shall constitute an agreement between our two Governments in this matter which will come into force on the date when the Agreement enters into force.

I avail myself of the opportunity to renew the assurances of my highest consideration.

ENDNOTES

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| <ol style="list-style-type: none"> 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”. 2 Without prejudice to Mauritius’ claims in respect of the continental shelf. 3 This testimonium is to be applied in accordance with the Exchange of Notes of the 22 of May 2025 between the British | <ol style="list-style-type: none"> 4 High Commission at Port Louis and the Mauritius Ministry of Foreign Affairs, Regional Integration and International Trade. 5 The GDP Deflator is published by the UK Government each year in March or April. At the time of signature of the Agreement, it is published on the gov.uk website at the following address: https://www.gov.uk/government/collections/gdp-deflators-at-market-prices-and-money-gdp. 6 The United Kingdom and Mauritius may additionally agree through the Joint Commission to amend the payment date of the twelfth (12th) and subsequent grants to align with the fourteenth (14th) and subsequent annual payments on the first (1st) day of the month of May. |
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