

N° 891.

**GRANDE-BRETAGNE
ET IRAK**

Accord concernant les fonctionnaires
britanniques, conclu en exécution
de l'article II du Traité entre la
Grande-Bretagne et l'Irak, signé à
Bagdad, le 25 mars 1924.

**GREAT BRITAIN
AND 'IRAQ**

British Officials Agreement made
under Article II of the Anglo-
'Iraq Treaty, signed at Baghdad,
March 25, 1924.

No. 891. — BRITISH OFFICIALS AGREEMENT¹ MADE UNDER ARTICLE II OF THE ANGLO-'IRAQ TREATY,² SIGNED AT BAGHDAD, MARCH 25, 1924.

English and Arabic official texts communicated by His Britannic Majesty's Foreign Office. The registration of this Agreement took place June 15, 1925.

We, the undersigned Plenipotentiaries of HIS BRITANNIC MAJESTY and of HIS MAJESTY the KING OF 'IRAQ respectively, having been duly authorised, met together this 25th day of March, 1924, corresponding to the 19th day of Sha'ban, 1342, in order to sign the following Agreement subsidiary to Article II of the Treaty of Alliance concluded between Their Majesties aforesaid on the 10th day of October, 1922, corresponding to the 19th day of Sa'far, 1341, Hijrah, subject to ratification.

THE AGREEMENT.

Whereas a Treaty of Alliance between His Britannic Majesty and His Majesty the King of 'Iraq was signed at Baghdad on the tenth day of October, 1922, corresponding with the nineteenth day of Sa'far, 1341, Hijrah, and a Protocol to the said Treaty was signed at Baghdad on the thirtieth day of April, 1923, corresponding with the fourteenth day of Ramazan, 1341, Hijrah; and

Whereas by Article II of the said Treaty His Majesty the King of 'Iraq undertakes that for the period of the same Treaty no Gazetted Official of other than 'Iraq nationality shall be appointed in 'Iraq without the concurrence of His Britannic Majesty; and

Whereas by the same article it is provided that a separate agreement regulating the numbers and conditions of employment of British Officials so appointed in the 'Iraq Government shall be concluded between the High Contracting Parties:

Now therefore it is agreed as follows:

Article I.

The 'Iraq Government agrees to appoint a British Official approved by the High Commissioner as and when it may be requested to do so to any of the posts enumerated in Schedule I, hereto annexed.

Article II.

The 'Iraq Government agrees that any British Official appointed to serve the 'Iraq Government in any of the posts reserved under Article I of this Agreement or in any of the posts enumerated in Schedule II shall be given a contract on the pay and grading prescribed for it in the said Schedule and embodying the terms and conditions of service set forth in Schedule III, save and except that British Officers seconded or appointed to serve under the Ministry of Defence of the 'Iraq Government shall be given contracts on the pay and grading prescribed in Schedule IV and embodying the terms and conditions of service prescribed in Schedule IV.

¹ The exchange of ratifications took place at Baghdad, December 19, 1924.

² Page 13 of this volume.

Article III.

Subject to the provisions of Article II of the Treaty of Alliance, nothing in this Agreement shall prevent the 'Iraq Government from engaging British technical or scientific experts or British clerical and subordinate staff on special contracts.

Article IV.

The 'Iraq Government undertakes that the obligations accepted by them under any contract of employment signed and issued in accordance with this Agreement prior to the termination of the Treaty of Alliance, including the payment of contributions to the Provident Fund as prescribed in Schedule III of this Agreement shall continue in force during the continuance of such contract and on its termination, notwithstanding the prior termination of the said Treaty of Alliance.

Article V.

For the purpose of contracts of employment entered into before the termination of the Treaty of Alliance but continuing in force after such termination as provided in Article IV of this Agreement, a revision of such clauses in Schedules III and IV of this Agreement as contain a reference to His Britannic Majesty's High Commissioner or to the Disciplinary Board constituted under Clause 17 of Schedule III shall be undertaken in connection with the negotiations for the conclusion of a fresh Agreement between the High Contracting Parties provided for in the Protocol of the Treaty of Alliance.

Article VI.

All British Officials appointed to posts in the 'Iraq Government under the terms of this Agreement shall be in the service of the 'Iraq Government and responsible to that Government and not to the High Commissioner.

SCHEDULE I.

Advisers to the Ministries of Interior, Finance, Justice, Defence and Communications and Works.

Directors or Inspectors General of Irrigation, Public Works, Agriculture, Tapu, Surveys and Veterinary Services.

Director or Assistant Director of Audit, Inspectors General of Police, Posts and Telegraphs, Health, Education, Customs and Excise.

President of Court of Appeal.

SCHEDULE II.

Grade I.

Advisers to Ministries of Interior, Finance and Justice.

Pay..... Rs. 2,500—100—3,500, provided that these rates may be exceeded if the 'Iraq Government is unable to obtain suitable officials except on a higher rate of pay.

*Grade II.**(i)* Adviser to the Ministry of Communications and Works.

President of the Court of Appeal.
 Inspector General of Posts and Telegraphs.
 Inspector General of Police.
 Inspector General of Health.
 Inspector General of Education.
 Inspector General of Customs and Excise.
 Director of Irrigation.
 Director of Public Works.
 Director of Audit.
 Director of Agriculture.
 Assistant Adviser to the Ministry of the Interior.
 Assistant Adviser to the Ministry of Finance.
 Revenue Secretary to the Ministry of Finance.

Pay.....Rs. 1,800—100—2,800.

NOTE. — *(i)* This post may be on special short-term contract ex-grade, or may be combined with the post of Director of Irrigation or Public Works, whichever of the two is senior. If so combined or on ordinary contract, the starting pay will be Rs. 2,200.

Grade III.

Senior Administrative Inspectors.

Senior Finance Inspectors.

Senior Police Inspectors.

Deputy Inspector General, C.I.D.

(i) Judges, Court of First Instance.

Secretary to the Ministry of Communications and Works.

Director of Tapu.

Director of Veterinary Services.

Superintending Engineers.

Health Specialists.

(ii) { Directors of Hospitals and Institutes.

Chief Medical Officers in Mosul and Kirkuk.

Medical Officers of Health in Baghdad and Basrah.

Pay.....Rs. 1,500—75—1,800—100—2,300.

NOTE. — *(i)* If appointed without knowledge of Arabic and local legal experience, to start at Rs. 1,350 and be on probation for two years.

(ii) If allowed to take private practice, to start at Rs. 1,200 and, in the case of future appointments of Health Specialists, if they are allowed to take private practice, they may be placed in another Grade.

Grade IV (a).

Collectors of Customs.

Director of Surveys.

Chief Agricultural Research Officer.

Chief Agricultural Inspector.

Executive Engineers, P. W. D.

Electrical Specialist.

Government Architect.
 Executive Engineers, Irrigation.
 Inspector of Posts.
 Senior Executive Engineer, Telegraphs.
 Inspectors of Education.
 Qualified Medical Officers not in Grade III.
 Pay.....Rs. 1,200—75—1,800.

Grade IV (b).

- (i) Junior Administrative Inspectors.
 Junior Finance Inspectors.
 Junior Police Inspectors (1st class).
 Junior Executive Engineers, Telegraphs.
 Agricultural Officers.
- (ii) Deputy Collectors of Customs.
 Assistant Director of Public Health (Personnel and Accounts Section).
 Pay.....Rs. 900—50—1,200—75—1,800.

NOTE. — (i) Increments of Rs. 75 throughout.

(ii) Not to rise beyond Rs.1,500 in this grade unless they pass a departmental test qualifying them for post of Collector and no such post is vacant.

Grade V.

Assistant Collectors of Customs.
 Assistant Irrigation Officers.
 Assistant Engineers, P. W. D.
 Junior Police Inspectors (2nd class).
 Survey Officers.
 Other Officials in Departments of Posts and Telegraphs.
 Veterinary Officers.
 Superintendent of Medical Stores.
 Pay.....Rs. 800—50—1,300.

GENERAL NOTE. — (i) An official already in the service of the Iraq Government, who is appointed to any post mentioned in this Schedule and similar in grade to that in which he is serving at the time of such appointment, shall be placed in the grade prescribed for the post at such a point as will give him a total salary not less than the salary which he is drawing at the time of signing the new contract. In calculating such salary regard shall be had to the number of months which he has served towards the new increment due under his old contract.

(ii) Junior Administrative Inspectors shall be placed at such a point in Grade IV as shall give them the salary nearest (either above or below) to their present salary plus Rs. 200, their position as regards increments being taken into account as above.

(iii) In order to enable them to meet the extra expense which will be involved by the payment of rent, lighting and conservancy charges, married officers (other than Junior Administrative Inspectors) stationed in Baghdad, Basrah or Mosul and drawing pay at the rate of less than Rs. 1,500 per mensem, shall be granted a personal allowance, to be absorbed in future increments, of Rs. 150 or such portion of Rs. 150 as shall together with their salary amount to Rs. 1,500 per mensem in all.

SCHEDULE III.

Regulations relating to the Service of British Officials in 'Iraq.

- Period of service.** 1. (1) Every Official whom it is desired to employ in the 'Iraq Government will be required to enter into an agreement to serve the 'Iraq Government for a definite period, to be specified in his agreement, of five, ten or fifteen years.
- (2) Such period of service will commence on the date on which he embarks to take up his appointment, or in the case of an official already serving in 'Iraq, on a date to be fixed in his contract, and shall not be considered to be interrupted by any local, sick or ordinary leave granted in accordance with these regulations.
- (3) Except in the case of officials who before the commencement of such period of service have served not less than one year in the 'Iraq Government and whose retention in the posts in which they are specialised has been asked for by the 'Iraq Government, the first year (or, in the case of officials referred to in Note (i) under Grade III in Schedule II, the first two years) of such period of service shall be probationary and the official's contract may be terminated at the end of the first or second year, as the case may be, by three months' notice in writing, and when such notice is given the High Commissioner shall be given an opportunity to give his opinion regarding the official concerned. On such termination of his contract, the official shall be entitled to any leave or leave gratuity which he has earned and a free passage to England for himself. He shall receive from the Provident Fund only the amount of such contributions as he has made thereto.
- Salary.** 2. (i) The salary of an official, together with the increment to it, will be that provided for his office in Schedule II, provided that :
- (a) In the case of officials already serving under the 'Iraq Government and (b) in the case of new appointments of officials with special experience or qualifications, the initial salary of an official may be fixed by his contract at a point in the grade of his office higher than the initial salary of the grade.
- (ii) On being appointed an official will be entitled to half salary from the date of his embarkation to take up his new appointment to the date of his arrival in 'Iraq, and to full salary from the date of his arrival in 'Iraq.
- (iii) For the purpose of this and the succeeding regulations the term " salary " means the salary attached to the office held by the official and does not include a personal allowance or other payment made to the official.
- The term " emoluments " means and includes all payments made to an official including salary and allowances of every kind.
- Half salary during voyage on appointment.**
- Currency of payment in 'Iraq.** 3. (1) Subject to clause 16 of these regulations, emoluments paid in 'Iraq will be paid in rupees.
- (2) An official, on giving three months' notice, shall have the option of drawing one-third of his salary in London at the fixed conversion rate of Rs. 15 to £1 or in the event of the currency being altered at the par rate of exchange.
- An official who shall have availed himself of this option may, by giving three months' notice, cancel the arrangement and draw his salary in rupees in 'Iraq.
- Passages of officials.** 4. A. (1) An official will, on first appointment, be allowed a free first-class passage out to 'Iraq subject to his executing an agreement under which he will be bound to refund the cost thereof in the event of his relinquishing the appointment within three years from the date of his arrival in 'Iraq in order to take up other employment in 'Iraq, or within one year from the date of such arrival for any other reason than bodily or mental infirmity.
- (2) He will also, on the termination of his service, be allowed a free passage to England : provided that if the Government terminate his contract under clause 18 of these regulations for misconduct or insubordination, or the official himself terminates it for any reason other than bodily or mental infirmity, the allowance of this passage shall be at the discretion of the Disciplinary Board constituted under clause 17.

(3) During the currency of his agreement an official will be further allowed a free passage from 'Iraq to England and back, once if his contract is for five years' service, twice if it is for ten years' service, and three times if it is for fifteen years' service.

(4) The Government may provide the passage allowed under this regulation on any ship of a recognised line which carries first-class passengers between England and 'Iraq. If the official elects to proceed by a different route, he shall receive the actual cost of the passage chosen by him or the value of the passage chosen by Government, whichever is less.

B. (1) The wife of an official already married at the commencement of his contract shall be allowed two free first class single passages either way between England and 'Iraq when the contract of the official is for five years' service, three such passages when the contract is for ten years and four such passages when it is for fifteen years' service.

(2) When the official marries during the period of his contract, his wife shall be allowed two free single passages either way for the next five years remaining to be served by the official under his contract at the time of the marriage, and one free single passage either way for every subsequent five years remaining to be served. A period of less than five years shall not be taken into consideration in deciding to what free passage a wife may be entitled under these regulations.

(3) Passages allowed to wives shall be provided under the same conditions as those allowed to officials under 4 (A) of these regulations.

5. In the case of an official occupying a house which is the property of the Government, an official who is occupying a house by himself shall pay rent at the rate of 8 per cent. of his salary, and an official who is sharing a house with another official shall pay rent at the rate of 4 per cent. of his salary provided that the payment made by the official or officials occupying the house shall in no case exceed a fair rent for the house calculated on the basis of the actual rents of privately owned houses in the locality. Rent will be paid on the same principle by officials occupying houses which are not the property of the Government, provided that the payment made by the official or officials occupying the house shall in no case exceed the actual rent of the house. Should such payment be less than the rent of the house, then, in order to assist the official in paying the balance of the rent, the Government shall give such officials an allowance in aid as follows :

In Basrah and Baghdad :

Married officials not exceeding 12 per cent. of their salary.

Unmarried officials not exceeding 6 per cent. of their salary.

In other stations :

Married officials not exceeding 8 per cent. of their salary.

Unmarried officials not exceeding 4 per cent. of their salary.

These allowances in aid shall be subject to revision every year in accordance with the actual fluctuations of rents.

For the purposes of this clause the term " salary " shall be deemed to include personal allowance, if any.

6. The Government shall, if possible, equip all Government houses occupied by officials with such electric lights, fans and water as may be recommended by the Directorate of Health Services.

7. An official may at the discretion of the Government be allowed local leave not exceeding 21 days in each calendar year. Such leave shall not be cumulative, and shall not be combined with ordinary leave.

8. (i) An official will earn ordinary leave at the rate of one day's leave for every five days of effective service. No leave other than local leave shall count as effective service.

(ii) Ordinary leave shall be cumulative.

(iii) Subject to the exigencies of the service, an official may be granted the ordinary leave due to him at any time he desires, and may claim the right to take the leave due to him, if under a fifteen years' contract three times ; if under a ten years' contract twice ; and if under a five years' contract once.

(iv) An official on the expiry of his service or on the termination of his contract by the Government for any reason other than insubordination or misconduct, shall receive a gratuity, in respect of ordinary leave which is due to him and which owing to the exigencies of the service he has been unable to take. This gratuity shall be calculated at the rate of one day's leave allowance for every day of leave due subject to maximum of nine months.

(v) When on ordinary leave an official shall be entitled to full salary.

Sick
leave.

9. (i) Short periods of absence from duty owing to sickness not exceeding ten consecutive days will be allowed in 'Iraq on full salary. Any absence extending beyond that period will be counted as sick leave.

(ii) The aggregate amount of sick leave which an official may be allowed shall be as follows :

If he is on a five years' contract	... ..	1 year.
If he is on a ten years' contract	... ..	2 years.
If he is on a fifteen years' contract	... ..	3 years.

(iii) If these aggregate amounts are exceeded the Government shall have the option of terminating the contract without compensation.

(iv) On each occasion of taking sick leave an official shall receive full salary for a period up to six months and thereafter such leave as is due to him up to a further six months. If no leave or insufficient leave is due to him to cover the second six months he may complete the period by additional sick leave on half pay. At the end of this period of twelve months the Government shall have the right to terminate without compensation the service of an official who is on a five years' contract, and in other cases, *i.e.*, if the official is on more than five years' contract, a medical board shall assemble, and if it is considered that the official is unlikely to be fit to return to duty within the limits laid down in sub-clause (2) above, Government shall have the right to terminate the contract without compensation.

(v) Nothing in this clause shall in any way modify the obligations of the 'Iraq Government to pay an officer of the Imperial Forces or Indian Army on return from his employment until he is fit for duty in the Imperial or Indian establishment as the case may be, subject to the maximum period of sick leave with full pay of his substantive rank provided in the regulations of the service concerned.

Medical
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10. In 'Iraq an official will be entitled to free medical treatment, but this privilege shall not extend to his family.

Compensation
in case of
termination
by
Government.

11. In the case of an official whose services are terminated by Government other than for reasons stated in clauses 1, sub-clause (3), 9, 14 and 18, Government shall pay into the Provident Fund on his behalf, and he shall receive from that fund in addition to the sum already due to him therefrom, a sum equal to the combined contributions of Government and the official which would have fallen due in respect of the balance of his contract.

Special
compensation
in case of
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bances,
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12. Special compensation, which shall not be less favourable in the case of an officer of the Imperial Forces or Indian Army than that to which he would be entitled under the regulations of his parent service, under rules to be laid down hereafter will be granted in the case of death, injury or loss of property, etc., due to war or local disturbances or in the case of permanent disability certified by a Medical Board to have arisen out of the special circumstances of his employment. In the case of loss of property, no compensation will be paid unless it can be reasonably shown that it was impossible to insure such property or that insurance could only have been effected at an exorbitant premium. In any case compensation will be paid only in respect of articles considered necessary and indispensable and the Government will take no responsibility for the loss, theft or destruction of valuables, such as jewellery, works of art, etc.

Provident
Fund.

13. A Provident Fund shall be instituted to which Government and the officials shall contribute as follows :—

(i) Every official shall contribute to the Provident Fund monthly by the deduction from his salary bill of one-twelfth of his pay.

(ii) The Government shall contribute monthly in respect of each official a sum equal to twice the official's contribution during the preceding month.

(iii) Sums deducted on this account from the salary bills of officials, together with the sums due from Government shall be transmitted monthly to such person or persons as may be appointed Treasurer of the Fund by His Britannic Majesty's Government and the Fund will be administered by Trustees approved, and in accordance with rules laid down by His Britannic Majesty's Government.

(iv) Every official except officials on whose behalf the Government has paid or accepted liability for pension contribution up to the date of commencement of service under the new conditions, shall contribute to the Fund in respect of service between 11th November, 1920, and the date on which these conditions of service become applicable to him a sum equal to one-twelfth of his aggregate pay during such period.

(v) Government shall contribute a like amount to that contributed by the official in respect of pre-contract service referred to in sub-clause (iv).

(vi) In the case of officials who are lent or transferred to the 'Iraq Government by other Governments and who continue to qualify for the pension payable by their parent service on condition that their pension contributions continue to be paid, such pension contributions (except in so far as they are payable by the official himself under the rules of his parent service) shall continue to be paid by the 'Iraq Government.

The first five sub-clauses of this clause shall not apply in the case of such officials.

14. An official will be required to comply with the provisions of such regulations relating to language examinations as may be drawn up by a Disciplinary Board constituted under clause 17 of this Schedule and approved by the High Commissioner. Such regulations may provide for the stoppage of promotion in the event of failure to pass an examination prescribed as compulsory, and may further provide for termination of the official's contract without compensation in the event of repeated failures.

15. Travelling and transport allowances within 'Iraq and acting allowances shall be admissible in accordance with rules applicable to local officials.

16. In the event of the currency being altered, the rupee emoluments shall thereafter be payable in the new currency at the current rate of exchange except as provided in clause 3 (2) of this Schedule.

17. Officials will, for the purpose of discipline, be under the supervision of a Board composed as follows : —

President :

The Prime Minister.

Members :

A representative of His Excellency the High Commissioner. Three Ministers and three Senior British officials nominated by His Majesty the King.

The findings of the Board shall be subject to the approval of His Majesty the King. Before such approval is given, His Excellency the High Commissioner shall be given an opportunity of expressing his opinion on such findings.

18. The Government has the right, subject to the approval of the Disciplinary Board as constituted under clause 17, to terminate without compensation the services of an official who has been guilty of misconduct and insubordination, and to receive back from the Provident Fund the whole or part, as may be decided by the said Board, of the amount contributed by Government to his credit in the Provident Fund.

19. An official will be entitled to terminate his contract during its currency by giving six months' notice in writing to the head of his Department, but should he do so it shall be put before the Disciplinary Board as constituted under clause 17 to decide in the circumstances whether he should receive his free passage home, any or all of the leave due to him, or more than half only of the amount standing to his credit in the Provident Fund at the time of his resignation.

20. In the case of any seconded officer of the Imperial Forces or Indian Army, if on the termination of his contract otherwise than under clauses 18 and 19 he cannot be absorbed within the

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authorised establishment, the 'Iraq Government shall be liable for his pay and allowances at normal British rates for the period during which he is awaiting absorption.

21. If any question arises under the agreement entered into by an official whether as regards its interpretation or in any other respect, it shall be referred to the Disciplinary Board, whose decision, after the approval of His Majesty the King as provided in clause 17, shall be final.

SCHEDULE IV.

Regulations relating to the service of British Officers employed under the Ministry of Defence of the 'Iraq Government.

1. (1) An officer will be required on appointment to enter into an agreement to serve the 'Iraq Government for a period of three years, extendable, if both parties agree and in the case of an officer of the Imperial Forces or Indian Army, subject to the approval of His Britannic Majesty's Government or the Government of India, as the case may be, to five, seven and ten years by successive renewals.

(2) Such period of service will commence on the date on which he embarks to take up his appointment, or in the case of an officer already serving in 'Iraq, on a date to be fixed in his contract and shall not be considered to be interrupted by any local, sick or ordinary leave granted in accordance with these regulations.

2. (1) The salary of an officer together with the increment attached to it will be that provided for his office in the Table of Grades annexed to this Schedule.

(2) An officer proceeding to 'Iraq to take up an appointment under the Government of 'Iraq will be entitled to the full pay of his 'Iraq appointment from the date of arrival in 'Iraq and for the period from the date of embarkation to the date of his arrival in 'Iraq, (a) if an officer of the Imperial Forces, to half pay of his 'Iraq appointment or to his British regimental pay (without allowances) of his substantive rank, whichever is the greater; (b) if an officer of the Indian Army, to half the pay of his 'Iraq appointment or to the pay of his substantive rank without staff pay if proceeding from India to 'Iraq, or if not so proceeding to the British regimental pay of his substantive rank whichever is the greater; (c) in all other cases to half the pay of his 'Iraq appointment.

3. (1) Subject to clause 16 of these regulations, emoluments paid in 'Iraq will be paid in rupees.

(2) An officer, on giving three months' notice shall have the option of drawing one-third of his salary in London at the fixed conversion rate of Rs. 15 to £1, or in the event of the currency being altered at the par rate of exchange.

An officer who shall have availed himself of this option may, by giving three months' notice, cancel the arrangement and draw his salary in rupees in 'Iraq.

4. A. (1) An officer will on first appointment be allowed a free first-class passage out to 'Iraq subject to his executing an agreement under which he will be bound to refund the cost thereof in the event of his relinquishing the appointment within three years from the date of his arrival in 'Iraq in order to take up other employment in 'Iraq, or within one year from date of such arrival for any other reason except bodily or mental infirmity.

(2) He will also on the termination of his service be allowed a free first-class passage to England; provided that, if the Government terminates his service under clause 18 of these regulations for misconduct or insubordination or if the officer terminates it for any other reason than bodily or mental infirmity, the allowance of this passage shall be at the discretion of the Government.

(3) During the currency of his agreement an officer will be further allowed a free return first-class passage from 'Iraq to England and back, once on a three or five years' contract and once again if the contract is extended beyond five years.

If an officer who has already taken the free return passage or passages to England granted under this sub-clause or who is not entitled to any such free return passage, is sent to England on the ground of ill-health, a similar free return passage to England and back shall be granted to him.

(4) The Government may provide the passage allowed under this regulation on any ship of a recognised line which carries first-class passengers between England and 'Iraq or on a British Government transport.

If the officer elects to proceed by a different route, line or class, or to a destination other than the United Kingdom, he shall receive the actual cost of the passage he takes or the value of the passage allowed under this regulation, whichever is the less.

B. (1) The wife of an officer already married at the commencement of his contract shall be allowed two free first-class single passages either way between England and 'Iraq if the officer's contract is for three or five years' service and one further single passage if the officer's contract is extended beyond five years.

**Wives
officer**

(2) When the officer marries during the period of his contract, the wife shall be allowed two free first-class single passages either way if and when the officer's contract is extended.

(3) Passages allowed to wives shall be provided under the same conditions as those allowed to officers under 4-A of these regulations.

5. In the case of an officer occupying a house which is the property of the Government, rent will be charged on the following principle : —

Quarte

An officer who is occupying a house by himself shall pay rent at the rate of 8 per cent. of his salary and an officer who is sharing a house with another officer shall pay rent at the rate of 4 per cent. of his salary, provided that the payment made by the officer or officers occupying the house shall in no case exceed a fair rent for the house calculated on the basis of the actual rents of privately owned houses in the locality. Rent will be paid on the same principle by officers occupying houses which are not the property of the Government, provided that the payment made by the officer or officers occupying the house shall in no case exceed the actual rent of the house. Should such payment be less than the rent of the house, then, in order to assist the officer in paying the balance of the rent, the Government shall give such officers an allowance in aid as follows :—

In Basrah and Baghdad :

Married officers not exceeding 12 per cent. of their salary.
Unmarried officers not exceeding 6 per cent. of their salary.

In other stations :

Married officers not exceeding 8 per cent. of their salary.
Unmarried officers not exceeding 4 per cent. of their salary.

These allowances in aid shall be subject to revision every year in accordance with the actual fluctuations of rents.

6. The Government shall if possible equip all Government houses occupied by officers with such electric light, fans and water as may be recommended by the Directorate of Health Services.

**Equi-
ment
quarte:
Loca
leave**

7. An officer may at the discretion of the Government be allowed local leave not exceeding 21 days in each calendar year. Such leave shall not be cumulative and shall not be combined with ordinary leave. When on local leave an officer shall be entitled to full salary.

8. (1) An officer shall earn one day's ordinary leave for each five days of effective service. No leave other than local leave shall count as effective service. The period spent on voyages other than on first appointment shall be reckoned as ordinary leave.

**Ordina
leav**

(2) Ordinary leave shall be cumulative.

(3) Subject to the exigencies of the service an officer may be granted ordinary leave at any time and may claim the right to take such leave as may be due to him :—

In a three years' contract—Once.
In a five years' contract—Once.
In a seven years' contract.—Twice.
In a ten years' contract—Twice.

(4) When on ordinary leave an officer shall be entitled to full salary.

(5) An officer on the expiry of his period of service or on the termination of his contract by the Government for any reason other than insubordination or misconduct, shall receive pay in lieu of any ordinary leave which is due to him and which owing to the exigencies of the service he has been unable to take. The amount so issued shall not in any case exceed nine months' salary.

9. (1) Short periods of absence from duty owing to sickness, not exceeding ten consecutive days, will be allowed in 'Iraq on full salary. Any such absence extending beyond that period will be counted as sick leave.

(2) The aggregate amount of sick leave which an officer may be allowed on a three years' contract shall be eight months.

(3) If this aggregate amount is exceeded the Government shall have the right of terminating the contract without further notice.

(4) On each occasion of taking sick leave an officer shall receive full salary for a period up to four months and, thereafter, such leave as is due to him up to a further four months. If no leave or insufficient leave is due to him to cover the second four months he may complete the period by additional sick leave on half pay.

At the end of this period of eight months the Government shall have the right to terminate his contract without further notice or compensation.

(5) If his original contract or his contract as extended under clause 1 hereof exceeds three years, he shall come under the regulations as to sick leave laid down for Civilian Officials under clause 9 of Schedule III.

(6) Nothing in this clause shall in any way modify the obligations of the 'Iraq Government to pay an officer of the Imperial Forces or Indian Army on return from his employment until he is fit for duty in the Imperial or Indian establishment as the case may be, subject to the maximum period of sick leave with full pay of his substantive rank and allowances as ordinarily issuable as provided in the regulations of the service concerned.

10. In 'Irak an officer will be entitled to free medical treatment, but this privilege shall not extend to his family.

11. In cases other than those provided for in clauses 9, 14 and 18, the Government shall have the right to terminate an officer's contract on giving him three months' notice in writing. Such notice shall only be given with the consent of the Senior British Officer attached to the Ministry of Defence.

11A. Where an officer of the Imperial Forces or Indian Army cannot be absorbed within the authorised establishment on termination of his service under the 'Iraq Government, that Government shall be liable for his pay and allowances under the regulations of the service concerned for the period during which he is awaiting absorption.

12. Special compensation which shall not be less favourable in the case of an officer of the Imperial Forces or Indian Army than that to which he would be entitled under the regulations of his parent service will be granted under rules to be laid down hereafter by agreement between the High Contracting Parties in the case of death, injury and loss of property, etc., due to war or local disturbances, or in the case of permanent disability certified by a Medical Board to have arisen out of the circumstances of his employment. In the case of loss of property, no compensation will be paid unless it can be reasonably shown that it was impossible to insure such property, or that insurance could only have been effected at an exorbitant premium. In any case compensation will be paid only in respect of articles considered necessary and indispensable and the Government will take no responsibility for the loss, theft or destruction of valuables, such as jewellery, works of art, etc...

13. On the expiry or termination of his contract, except under clauses 14 and 18, an officer shall be entitled in addition to any sums payable under clause 8 (5) to a gratuity of one month's pay at the rate he is then drawing for every completed year of service, fractions of a year to be reckoned at the rate of one day's pay for twelve days' service.

In the case of officers who are lent or transferred to the 'Iraq Government by other Governments and who would continue to qualify for the pension payable by their parent service on condition that their pension contributions continue to be paid, such pension contributions (except

in so far as they are payable by the officer himself under the rules of his parent service) shall continue to be paid by the 'Iraq Government.

Such officers will not be eligible for payment of a gratuity under this clause.

14. An officer will be required to comply with the provisions of such regulations relating to language examinations as may be drawn up by the Ministry of Defence and approved by the High Commissioner.

Language.

Such regulations may provide for the stoppage of promotion in the 'Iraq service in the event of failure to pass any examination prescribed as compulsory and may further provide for the termination of the officer's contract without compensation in the event of repeated failures.

15. Travelling and transport allowances within 'Iraq and acting allowances shall be admissible in accordance with rules applicable to local officers.

Travelling allowances. Acting allowances. Current.

16. In the event of the currency being altered the rupee emoluments shall thereafter be payable in the new currency at the current rate of exchange except as provided in clause 3 (2) of this Schedule.

17. Officers will for the purpose of discipline be under the Senior British Officer employed under the Ministry of Defence who will himself for disciplinary purposes be under the High Commissioner.

Discipline.

18. The Government has the right, subject to the concurrence of the High Commissioner, to terminate without compensation the services of an officer who has been guilty of insubordination or misconduct.

Termination for insubordination etc.

19. An officer will be entitled to terminate his contract on giving three months' notice in writing to the Minister of Defence, but in that case he will not be entitled to a free passage home unless he has completed at least eighteen months' service in the country since joining or since his last return from leave. He will be entitled to receive the gratuity due to him under clause 13, but not to any leave or gratuity in lieu of leave.

Termination of contract by officer.

20. If any question arises under the agreement entered into by an officer whether as regards its meaning or in any other respect, it shall be referred to the High Commissioner, whose decision shall be final.

Arbitration.

GRADES.

Grade I.

Adviser or Under-Secretary of State to the Ministry of Defence.

Pay Rs. 2,500—100—3,500

Grade II.

Senior Officers, whether in Headquarters or Liaison Officers, with a rank not lower than that of Major, except in the case of officers already employed in such senior posts.

Pay Rs. 1,500—75—1,800
1,800—100—2,300

Grade III.

Junior (A'wan) Officers.

Pay Rs. 900—50—1,200
1,200—75—1,800

Remarks.

If the officer under Grade III holds the rank of Captain, his salary shall commence at Rs. 1,200, and if he holds the rank of full Lieutenant or has more than seven years' service to his credit, his salary shall commence at Rs. 1,000.

**General
note.**

(i) An officer already in the service of the 'Iraq Government who is appointed to any post mentioned in this Schedule and similar in grade to that in which he is serving at the time of such appointment shall be placed in the grade prescribed for the post at such a point as will give him a total salary not less than the salary which he is drawing at the time of signing the new contract. In calculating such salary, regard shall be had to the number of months which he has served towards the new increment due under his old contract.

(ii) In order to enable them to meet the extra expense which will be involved by payment of rent, lighting and conservancy charges, married officers stationed in Baghdad, Basrah or Mosul, and drawing pay at the rate of less than Rs. 1,500 per mensem shall be granted a personal allowance, to be absorbed in future increments, of Rs. 150 or such portion of Rs. 150 as shall bring their salary up to Rs. 1,500 per mensem.

In witness of which the respective Plenipotentiaries have affixed their signatures thereto. Done at Baghdad, in duplicate, this twenty-fifth day of March, one thousand nine hundred and twenty-four of the Christian Era, corresponding with the nineteenth day of Sha'ban one thousand three hundred and forty-two, Hijrah.

H. DOBBS,

*His Britannic Majesty's High
Commissioner for 'Iraq.*

JA'FAR AL 'ASKARI,

Prime Minister of the 'Iraq Government.

¹ TRADUCTION. — TRANSLATION.

No. 891, — ACCORD CONCERNANT LES FONCTIONNAIRES BRITANNIQUES, CONCLU EN EXÉCUTION DE L'ARTICLE II DU TRAITÉ ENTRE LA GRANDE-BRETAGNE ET L'IRAK, SIGNÉ A BAGDAD, LE 25 MARS 1924.

Les soussignés, Plénipotentiaires de SA MAJESTÉ BRITANNIQUE et de SA MAJESTÉ LE ROI D'IRAK, respectivement dûment autorisés, se sont réunis ce 25 mars 1924, correspondant au 19^{me} jour de Sha'ban 1342, pour signer l'Accord ci-dessous qui complète l'article II du Traité d'Alliance, conclu entre Leurs Majestés précitées, le 10 octobre 1922, correspondant au 19^{me} jour de Sa'far 1341 de l'hégire, sous réserve de ratification.

ACCORD

Considérant qu'un Traité d'Alliance entre Sa Majesté Britannique et Sa Majesté le Roi d'Irak a été signé à Bagdad, le dix octobre 1922, correspondant au dix-neuvième jour de Sa'far 1341 de l'hégire, et qu'un Protocole dudit Traité a été signé à Bagdad, le trente avril 1923, correspondant au quatorzième jour de Ramadan 1341 de l'hégire ;

Considérant qu'en vertu de l'article II dudit Traité, Sa Majesté le Roi d'Irak convient que, pendant la durée du présent Traité, aucun fonctionnaire officiellement nommé et appartenant à une nationalité autre que celle de l'Irak ne sera désigné dans ce pays sans l'assentiment de Sa Majesté Britannique ;

Considérant qu'il est prévu dans le même article qu'un accord particulier réglant le nombre et les conditions d'emploi des fonctionnaires britanniques ainsi nommés au service du Gouvernement de l'Irak sera conclu entre les Hautes Parties contractantes :

Il est convenu ce qui suit :

Article I.

Le Gouvernement de l'Irak convient de nommer dans tous les cas où il pourra y être invité un fonctionnaire britannique agréé par le Haut Commissaire à tous les postes énumérés dans l'annexe I ci-jointe.

Article II.

Le Gouvernement de l'Irak convient que tout fonctionnaire britannique nommé à son service dans l'un quelconque des postes réservés aux termes de l'article I du présent Accord, ou dans l'un quelconque des postes énumérés à l'Annexe II, recevra un contrat spécifiant le traitement et la classification assignés à ce poste dans ladite Annexe, et indiquant les termes et conditions d'engagement, énoncés à l'Annexe III, exception faite des officiers britanniques détachés temporairement ou nommés à un emploi au Ministère de la Défense nationale du Gouvernement de l'Irak qui recevront des contrats spécifiant le traitement et la classification prescrits à l'Annexe IV et indiquant les termes et conditions d'engagement prévus à l'Annexe IV.

¹ Traduit par le Secrétariat de la Société des Nations.

¹ Translated by the Secretariat of the League of Nations.

Article III.

Sous réserve des dispositions de l'article II du Traité d'Alliance, aucune disposition du présent Accord n'empêchera le Gouvernement de l'Irak d'engager en vertu de contrats spéciaux des experts techniques ou scientifiques, des employés et du personnel subalterne de nationalité britannique.

Article IV.

Le Gouvernement de l'Irak convient que les obligations qu'il aura acceptées aux termes de tout contrat d'emploi signé et délivré conformément au présent Accord, antérieurement à l'expiration du Traité d'Alliance, y compris le paiement des cotisations au Fonds de prévoyance prévus à l'Annexe III du présent Accord, demeureront en vigueur pendant la durée d'un contrat de ce genre et jusqu'à son expiration, nonobstant l'expiration antérieure dudit Traité d'Alliance.

Article V.

En ce qui concerne les contrats d'emploi, conclus avant l'expiration du Traité d'Alliance, mais demeurant en vigueur après cette expiration, ainsi qu'il est prévu à l'article IV du présent Accord, les clauses des Annexes III et IV du présent Accord, qui mentionnent le Haut Commissaire de Sa Majesté Britannique ou le Conseil de Discipline institué aux termes de l'art. 17 de l'Annexe III, seront soumises à révision à l'occasion des négociations engagées en vue de la conclusion du nouvel Accord entre les Hautes Parties contractantes, prévu au Protocole du Traité d'Alliance.

Article VI.

Tous les fonctionnaires britanniques nommés à des postes du Gouvernement de l'Irak, aux termes du présent Accord, seront au service du Gouvernement de l'Irak et responsables vis-à-vis de ce Gouvernement, et non pas vis-à-vis du Haut Commissaire.

ANNEXE I

Conseillers aux Ministères de l'Intérieur, des Finances, de la Justice, de la Défense nationale, des Communications et Travaux publics.

Directeurs ou Inspecteurs généraux de l'Irrigation, des Travaux publics, de l'Agriculture, du « Tapu », du Cadastre et des Services vétérinaires.

Directeur ou Directeur-Adjoint du Service des Comptes, Inspecteurs généraux de la Police, des Postes et Télégraphes, de l'Hygiène, de l'Instruction publique, des Douanes et Accises.

Président de la Cour d'Appel.

ANNEXE II.

CLASSE I.

Conseillers aux Ministères de l'Intérieur, des Finances et de la Justice.

Traitement Roupies 2,500—100—3,500, à la condition que ces chiffres puissent être dépassés si le Gouvernement de l'Irak ne peut recruter de fonctionnaires compétents que moyennant un traitement plus élevé.

CLASSE II.

(a) Conseiller au Ministère des Communications et Travaux publics.

Président de la Cour d'Appel.

Inspecteur Général des Postes et Télégraphes.

Inspecteur général de la Police.

Inspecteur général de l'Hygiène publique.

Inspecteur général de l'Instruction publique.

Inspecteur général des Douanes et Accises.

Directeur de l'Irrigation.

Directeur des Travaux publics.

Directeur du Service des Comptes.

Directeur de l'Agriculture.

Conseiller adjoint au Ministère de l'Intérieur.

Conseiller adjoint au Ministère des Finances.

Secrétaire du Service des Recettes au Ministère des Finances.

Traitement Roupies 1,800—100—2,800.

NOTE. — (a) Ce poste peut être pourvu hors classe par contrat spécial à court terme ou attribué par rang d'ancienneté, soit au Directeur de l'Irrigation soit au Directeur des Travaux publics. Si ce poste fait l'objet d'une fusion de ce genre ou s'il est pourvu par contrat ordinaire, le traitement de début sera de 2,200 roupies.

CLASSE III.

Inspecteurs principaux d'Administrations.

Inspecteurs principaux des Finances.

Inspecteurs principaux de la Police.

Inspecteur général adjoint, C.I.D.

(i) Juges au Tribunal de Première Instance.

Secrétaire au Ministère des Communications et Travaux publics.

Directeur du « Tapu ».

Directeur des Services vétérinaires.

Ingénieurs principaux.

Hygiénistes.

(ii) Directeurs d'hôpitaux et d'instituts.

Médecins principaux à Mossoul et Kerkouk.

Médecins préposés au Service d'Hygiène à Bagdad et à Bassora.

Traitement Roupies 1,500—75—1,800—100—2,300.

NOTE. — i) Si le fonctionnaire nommé ignore l'arabe, ni n'a la pratique du droit local, son traitement de début sera de 1350 roupies et il sera tenu d'accomplir un stage de deux années.

ii) Si le fonctionnaire est autorisé à avoir une clientèle privée, il débutera à 1200 roupies. Pour toutes nominations futures, les hygiénistes autorisés à avoir une clientèle privée, pourront être classés dans une autre catégorie.

CLASSE IV a).

Receveurs des Douanes.

Directeur du Cadastre.

Agronome en chef, chargé des recherches.

Inspecteur-Agronome en chef.

Ingénieurs, P. W. D.

Ingénieur-Electricien spécialiste.

ANNEXE III.

RÈGLEMENT RELATIF AU SERVICE DES FONCTIONNAIRES BRITANNIQUES EN IRAK.

Durée de l'engagement.

1. 1) Tout fonctionnaire qu'il semblera désirable d'employer au service du Gouvernement de l'Irak, sera tenu de prendre l'engagement de rester au service du Gouvernement de l'Irak pendant une période déterminée de 5, 10 ou 15 ans, qui sera spécifiée dans son engagement.

2) L'engagement commencera à la date à laquelle le fonctionnaire s'embarque pour rejoindre son poste ou dans le cas d'un fonctionnaire déjà au service de l'Irak, à une date qui sera fixée dans son contrat ; et cet engagement ne sera pas considéré comme interrompu par les congés à l'intérieur du pays, les congés de maladie ou les congés ordinaires, accordés conformément au présent règlement.

3) Sauf dans le cas de fonctionnaires qui, avant le début de cet engagement auront été au service du Gouvernement de l'Irak durant une année au moins et dont le maintien dans les fonctions pour lesquelles ils se sont spécialisés aura été demandé par le Gouvernement de l'Irak, la première année (ou dans le cas des fonctionnaires mentionnés à la note *i*) dans la classe III de l'Annexe II, les deux premières années) de cet engagement seront considérées comme années de stage et le contrat du fonctionnaire pourra être résilié à la fin de la première ou de la deuxième année, selon le cas, sous réserve d'un préavis écrit de 3 mois ; dans ce cas, le Haut Commissaire sera appelé à donner son opinion sur le fonctionnaire intéressé. Lorsque son contrat sera ainsi résilié, le fonctionnaire aura droit au congé ou aux gratifications de congé qui lui sont dûs et à son rapatriement personnel gratuit. Il ne recevra du Fonds de Prévoyance que le montant des versements qu'il y aura effectués.

Traitement.

2. *i*) Le traitement d'un fonctionnaire, y compris les augmentations y afférentes, sera celui qui est prévu pour sa fonction à l'Annexe II, sous les réserves suivantes :

(*a*) dans le cas de fonctionnaires déjà au service du Gouvernement de l'Irak et (*b*) dans le cas de nominations de nouveaux fonctionnaires possédant une expérience ou des compétences spéciales, le traitement de début d'un fonctionnaire de cette catégorie pourra être fixé par son contrat à un échelon de la classe à laquelle appartient son poste, supérieur au traitement de début de la classe en question.

Demi-traitement pendant le voyage d'un fonctionnaire pour rejoindre son poste.

(*ii*) Un fonctionnaire nommé aura droit à son demi-traitement depuis la date à laquelle il s'embarque pour rejoindre son nouveau poste jusqu'à la date de son arrivée en Irak, et au traitement entier à partir de la date de son arrivée en Irak.

(*iii*) Au sens du présent règlement et des règlements ultérieurs le terme « traitement » signifie le traitement afférent à la fonction remplie par le fonctionnaire et ne comporte ni l'indemnité personnelle, ni aucun versement effectué au fonctionnaire.

Le terme « émoluments » signifie et comprend tous les paiements effectués au fonctionnaire y compris le traitement et les indemnités de toute nature.

Monnaie de paiement en Irak.

3. (*a*) Sous réserve de l'article 16 du présent règlement, les émoluments payés en Irak seront versés en roupies.

(*b*) Tout fonctionnaire, donnant un préavis de 3 mois, aura la faculté de toucher un tiers de son traitement à Londres au taux fixé de conversion de 15 roupies par livre sterling, ou, si le système monétaire est changé, au taux du pair du change.

A Bassora et à Bagdad :

pour les fonctionnaires mariés, une somme ne dépassant pas 12 % de leur traitement ;
pour les fonctionnaires célibataires une somme ne dépassant pas 6 % de leur traitement ;

dans les autres résidences :

pour les fonctionnaires mariés, une somme ne dépassant pas 8 % de leur traitement ;
pour les fonctionnaires célibataires, une somme ne dépassant pas 4 % de leur traitement.

Ces allocations seront soumises à revision chaque année selon les fluctuations effectives des loyers.

Aux fins du présent article, le terme « traitement » sera considéré comme comprenant, le cas échéant, l'indemnité personnelle.

Installation des logements.

6. Le Gouvernement effectuera, si possible, dans toutes les maisons qui lui appartiennent, et qui sont occupées par des fonctionnaires, les installations d'éclairage électrique, de ventilation et d'alimentation d'eau qui pourront être recommandées par la Direction des services d'hygiène.

Congé à l'intérieur du pays.

7. Le Gouvernement peut accorder à son gré à un fonctionnaire, un congé à l'intérieur du pays ne dépassant pas 21 jours par année civile. Ces congés ne pourront être cumulés, ni ajoutés au congé régulier.

Congé régulier.

8. a) Tout fonctionnaire aura droit à un congé régulier à raison d'un jour de congé par 5 jours de service effectif. Aucun congé, sauf le congé à l'intérieur du pays, ne sera compté comme service effectif.

b) Les congés réguliers pourront être cumulés.

c) Sous réserve des nécessités du service, un fonctionnaire pourra prendre le congé régulier qui lui est dû, à l'époque qu'il désire et pourra revendiquer le droit de prendre ce congé, trois fois s'il a un contrat de 15 ans, deux fois s'il a un contrat de 10 ans et une fois s'il a un contrat de 5 ans.

d) Tout fonctionnaire, à l'expiration de son engagement ou à la résiliation de son contrat par le Gouvernement pour tout autre motif que l'insubordination ou l'inconduite, recevra une indemnité pour le congé régulier qui lui est dû et que, par suite des nécessités du service, il n'aura pu prendre. Cette indemnité sera calculée à raison d'un jour d'indemnité par jour de congé qui lui sera dû, jusqu'à concurrence d'un maximum de 9 mois.

e) Pendant la durée d'un congé régulier, tout fonctionnaire a droit à son traitement entier.

Congé de maladie.

8. a) De courtes absences pour cause de maladie, ne dépassant pas 10 jours consécutifs seront payées en Irak à traitement entier. Toute absence dépassant cette période sera comptée comme congé de maladie.

b) Le total des congés de maladie qui peut être accordé à un fonctionnaire est fixé comme suit :

s'il a un contrat de 5 ans	...	...	...	...	...	...	...	...	1 an
s'il a un contrat de 10 ans	...	...	...	...	...	...	...	...	2 ans
s'il a un contrat de 15 ans	...	...	...	...	...	...	...	...	3 ans

c) Si ces totaux sont dépassés, le Gouvernement aura la faculté de résilier le contrat sans indemnité.

qui pourront être nommées trésoriers de la Caisse par le Gouvernement de S. M. Britannique; la Caisse sera administrée par des commissaires fiduciaires «trustees» approuvés, et conformément aux règlements établis par le Gouvernement de S. M. Britannique.

d) Tout fonctionnaire, sauf ceux au bénéfice desquels le Gouvernement a payé, — ou s'est engagé à payer, — une quote-part de pension jusqu'à la date du commencement de l'engagement aux nouvelles conditions, versera à la Caisse pour la période d'engagement allant du 11 novembre 1920 jusqu'à la date où ces conditions d'engagement lui deviennent applicables, — une somme égale à un douzième du total de son traitement pendant cette période.

e) Le Gouvernement versera un montant égal aux sommes payées par le fonctionnaire pendant la période d'engagement antérieure au contrat, mentionnée à l'alinéa (d).

f) Dans le cas où des fonctionnaires détachés temporairement ou transférés au Gouvernement de l'Irak par d'autres Gouvernements, conservent leur droit à pension dans leur service d'origine à condition de continuer leurs versements pour cette pension, les versements en question (à moins qu'ils ne soient payables par le fonctionnaire lui-même aux termes du règlement de son service d'origine), continueront à être effectués par le Gouvernement de l'Irak.

Les cinq premiers alinéas du présent article ne s'appliqueront pas au cas de ces fonctionnaires.

Langues.

14. Tout fonctionnaire sera tenu de remplir les conditions du règlement relatives aux examens de langues, qui pourront être établies par un Conseil de Discipline constitué aux termes de l'article 17 de la présente Annexe, et approuvé par le Haut Commissaire. Ce règlement pourra prévoir une suspension de promotion au cas où le fonctionnaire échouerait à un examen prescrit comme obligatoire, et pourra prévoir en outre la résiliation du contrat du fonctionnaire, sans indemnité, dans le cas d'insuccès répétés.

Indemnités de voyage : Allocations dans l'exercice de fonctions.

15. Des indemnités de voyage et de transport à l'intérieur de l'Irak, et des allocations de fonctions, seront admises, conformément au règlement applicable aux fonctionnaires locaux.

Monnaie.

16. En cas de modification du système monétaire, les émoluments en roupies seront par la suite payables en nouvelle monnaie, au cours du change, exception faite du cas prévu à l'article 3 (2) de la présente Annexe.

Discipline.

17. Au point de vue disciplinaire, les fonctionnaires seront placés sous le contrôle d'un Conseil composé comme suit :

Président :

Le Premier Ministre.

Membres :

Un représentant de S. E. le Haut Commissaire, trois Ministres et trois fonctionnaires supérieurs britanniques nommés par S. M. le Roi.

Les décisions du Conseil seront soumises à l'approbation de S. M. le Roi. Avant que cette approbation ne soit accordée, S.E. le Haut Commissaire sera appelé à exprimer son opinion sur ces décisions.

Résiliation pour cause d'insubordination, etc..

18. Le Gouvernement a le droit, sous réserve de l'approbation du Conseil de discipline constitué aux termes de l'article 17, de résilier sans indemnité le contrat d'un fonctionnaire qui se sera

en Irak, ou à la solde de son grade effectif sans les indemnités d'Etat-Major, s'il se rend de l'Inde en Irak ou, s'il n'en est pas ainsi, à la solde britannique de son grade effectif en choisissant la somme la plus élevée, c) dans tous les autres cas, au demi-traitement de son poste en Irak.

Monnaie de paiement en Irak.

3. a) Sous réserve de l'article 16 du présent règlement, les émoluments payés en Irak seront versés en roupies.

b) Tout officier, moyennant un préavis de trois mois, pourra, à son choix, recevoir un tiers de son traitement à Londres au taux fixe de conversion de 15 roupies à la livre ou, si le système monétaire est modifié, au taux du pair du change.

Tout officier qui aura fait usage de cette faculté pourra, moyennant un préavis de trois mois, annuler l'arrangement pris et recevoir son traitement en roupies en Irak.

Voyages des Officiers.

4. a) Tout officier, lors de sa première nomination, aura droit à un voyage gratuit, en première classe, jusqu'en Irak pourvu qu'il prenne l'engagement de rembourser ses frais de voyage au cas où il cesserait ses fonctions dans un délai de trois ans à partir de la date de son arrivée en Irak pour prendre d'autres fonctions en Irak, ou dans un délai d'un an à partir de la date de son arrivée, pour toute autre raison qu'incapacité physique ou mentale.

b) A l'expiration de son engagement, il aura droit également au retour gratuit en Angleterre ; néanmoins, si le Gouvernement résilie son contrat aux termes de l'article 18 du présent règlement pour inconduite ou insubordination, ou si l'officier le résilie pour toute autre raison qu'incapacité physique ou mentale, le Gouvernement décidera s'il y a lieu d'accorder la gratuité du voyage.

c) Pendant la durée de son contrat, tout officier aura droit en outre à un voyage gratuit d'aller et retour en première classe, entre l'Irak et l'Angleterre si son contrat est de trois ou cinq ans, et à un second voyage, si son contrat est prolongé au-delà de 5 ans.

Si un officier qui a déjà bénéficié du ou des voyages de retour en Angleterre accordés aux termes du présent alinéa, ou qui n'a plus droit à ce retour gratuit, est envoyé en Angleterre pour raisons de santé, le voyage gratuit en Angleterre, aller et retour, lui sera accordé.

d) Le Gouvernement peut accorder le voyage prévu par le présent règlement, sur tout bateau d'une Compagnie reconnue transportant des passagers de première classe entre l'Angleterre et l'Irak, ou sur un bâtiment de transport britannique.

Si l'officier préfère suivre un itinéraire différent, voyager sur un navire d'une autre compagnie ou dans une classe différente, ou se rendre à une destination autre que le Royaume-Uni, il recevra le montant réel du voyage qu'il effectue, ou celui du voyage accordé aux termes du présent règlement en choisissant le montant le moins élevé.

Femmes d'officiers.

B. a) La femme d'un officier, déjà marié à l'entrée en vigueur du contrat, aura droit à deux voyages simples gratuits, en première classe d'Angleterre en Irak, ou vice versa si le contrat de l'officier est de 3 ou 5 ans, et à un autre voyage simple, si le contrat de l'officier est prolongé au delà de 5 ans.

b) Si l'officier se marie au cours de son contrat, sa femme aura droit à deux voyages gratuits simples dans l'une ou l'autre direction si le contrat de l'officier est prolongé.

c) Les voyages accordés aux femmes d'officiers seront prévus aux mêmes conditions que ceux qui sont accordés aux officiers aux termes du N° 4 A du présent règlement.

Logements.

5. Au cas où un officier occupe une maison qui est la propriété du Gouvernement, le loyer sera calculé selon le principe suivant :

Congés de maladie.

9. a) De courtes absences pour cause de maladie, ne dépassant pas 10 jours consécutifs, seront payées en Irak, à solde entière. Toute absence dépassant cette période sera comptée comme congé de maladie.

b) Le total des congés de maladie auquel un officier peut avoir droit pour un contrat de 3 ans, sera de 8 mois.

c) Si ce total est dépassé, le Gouvernement aura le droit de résilier le contrat sans autre préavis.

d) Toutes les fois qu'un officier prendra un congé de maladie, il touchera sa solde entière pendant une période allant jusqu'à 4 mois, puis il lui sera accordé le congé auquel il a droit jusqu'à concurrence d'une nouvelle période de 4 mois. S'il n'a pas droit à un congé, ou si le congé auquel il a droit est insuffisant pour couvrir la seconde période de 4 mois, il pourra compléter cette période par un congé de maladie supplémentaire à demi-solde.

A la fin de cette période de 8 mois, le Gouvernement aura le droit de résilier son contrat sans autre préavis ni indemnité.

e) Si son contrat primitif ou son contrat prolongé aux termes de l'article 1 de la présente Annexe, a une durée supérieure à 3 ans, l'officier sera soumis au règlement relatif aux congés de maladie, établi pour les Fonctionnaires Civils aux termes de l'article 9 de l'Annexe III.

f) Aucune disposition du présent article ne modifiera en aucune façon les obligations contractées par le Gouvernement de l'Irak de payer sa solde à un officier des Forces impériales ou de l'Armée indienne lorsqu'il rentre à son corps d'origine jusqu'à ce qu'il soit apte à reprendre son service dans les cadres impériaux ou indiens, selon le cas, pendant une période qui ne dépassera pas la période maximum de congé de maladie, prévue au règlement du service intéressé, durant laquelle il a droit à la solde entière de son grade effectif et aux indemnités généralement accordées.

Assistance médicale.

10. Un officier aura droit, en Irak, au traitement gratuit ; toutefois ce privilège ne s'étendra pas à sa famille.

Résiliation du contrat par le Gouvernement.

11. Dans les cas autres que ceux qui sont prévus aux articles 9, 14 et 18, le Gouvernement aura le droit de résilier le contrat d'un officier en lui donnant un préavis écrit de trois mois. Ce préavis ne sera notifié qu'avec le consentement de l'officier supérieur britannique attaché au Ministère de la Défense Nationale.

11 A. Lorsque un officier des Forces impériales ou de l'Armée indienne ne peut être réintégré dans les cadres normaux au moment de la résiliation de son engagement avec le Gouvernement de l'Irak, ce dernier devra assurer le paiement de sa solde et de ses indemnités aux termes du règlement du service intéressé pendant la période durant laquelle l'officier attend sa réintégration.

Indemnité spéciale en cas de décès, etc., causé par des émeutes locales, etc.

12. Une indemnité spéciale qui dans le cas d'un officier des Forces impériales ou de l'Armée indienne ne sera pas moins élevée que celle à laquelle il aurait droit aux termes du règlement de son service d'origine sera accordée conformément à un règlement qu'établira par la suite un accord entre les Hautes Parties contractantes, en cas de décès, de blessures, ou dommages et pertes matériels, etc. dûs à la guerre ou à des émeutes locales, ou en cas d'invalidité permanente qu'une Commission Médicale aura reconnue comme résultant des conditions spéciales de son service. En cas de pertes ou dommages matériels, aucune indemnité ne sera versée à moins qu'il ne puisse être raisonnablement établi qu'il était impossible d'assurer les biens en question, ou que cette assurance n'aurait pu être contractée que moyennant une prime exagérée. En tout cas l'indemnité ne sera versée que pour les objets considérés comme nécessaires et indispensables, et le Gouvernement

