

# **MEMORANDUM OF UNDERSTANDING**

**AGREEMENT BETWEEN THE**

**MAURITIUS PRISON SERVICE**

**AND**

**BEACH AUTHORITY**

**UPLIFTMENT OF BELLE MARE PUBLIC BEACH**

*The Social Reintegration of Detainees*

**PAYBACK MAURITIUS SCHEME**

## MEMORANDUM OF UNDERSTANDING

1. Memorandum of Understanding (hereinafter referred to as “MoU”) between

**The Mauritius Prison Service**

(hereinafter referred to as the MPS and represented by the Commissioner of Prisons, Mr. P. Appadoo)

and

**The Beach Authority**

(hereinafter referred to as BA and represented by the General Manager, Dr. D. Bissessur)

Hereinafter, jointly referred to as the Parties relating to the Project entitled:

**Upliftment of Belle Mare Public Beach  
The Social Reintegration of Detainees  
Under the Pay Back Mauritius scheme**

### 2. BACKGROUND INFORMATION ON THE PARTIES

(i) The Mauritius Prison Service

The Mauritius Prison Service is administered by the Commissioner of Prisons under the aegis of the Prime Minister’s Office.

It plays an important role in our Criminal Justice System by confining law breakers, thus protecting society.

**Our Vision**

A Safer Mauritius through best correctional practice.

**Our Mission**

We serve Society by keeping detainees in safe humane custody and help prepare them for a useful life.



**Our Principles:**

- We support our staff to be professional and accountable.
- We believe that detainees have the potential to change.
- We value fairness and humane treatment.

Facilities are provided to detainees for industrial, agricultural and technical training. Besides, the treatment programmes in prisons are geared towards vocational, recreational, educational and spiritual activities.

**(ii) The Beach Authority**

The Beach Authority, a body corporate, falling under the aegis of the Ministry of Environment, Sustainable Development, and Disaster and Beach Management has been established following the enactment of the Beach Authority Act, 2002. It came into operation as from June, 2002.

**Our Mission**

Our mission is to make it possible for the general public, including tourists, to fully enjoy all amenities and facilities made available to them on all public beaches.

**Objectives**

The objectives of the Authority are to ensure an integrated approach in the proper control and management of public beaches in both Mauritius & Rodrigues and to make provisions for appropriate infrastructures and amenities for the benefit of the public.

**WHEREAS:**

- (a) The Parties have considerable experience in the respective field concerned; intend to submit a project for the upliftment and landscaping of Belle Mare Public Beach.
- (b) The Parties intend to put in place a Monitoring Committee composed of Officials of the Mauritius Prison Service and the Beach Authority to identify the relevant project to be carried out; make follow up; review the overall operation; oversee the technical aspects and other stakeholders as and when required may be co-opted on the Committee.



- (c) The Mauritius Prison Service through this project is firmly intending to make a valuable contribution to the Community under the Pay Back Mauritius scheme. This scheme allows detainees to repay their debt for the crime they have committed and at the same time develop new skills which will help them integrate into society.
- (d) The Parties intend to lay down rules between them with regards to the setting up of the aforesaid project resulting from the established procedures / orders and to any further issues as the Parties feel appropriate.
- (e) The Parties express their intent to enter into this MoU and to consent to the principles laid down therein.
- (f) To ensure that no debris and wastes be left around on the beach or disposed at sea.

3. **THE MAURITIUS PRISON SERVICE UNDERTAKES AS FOLLOWS:**

- (a) To provide manpower comprising of selected detainees working under the direct supervision of its personnel.
- (b) To make use of its own plants and equipment for cleaning, landscaping, planting and uplifting of Belle Mare Public Beach as may be mutually agreed.
- (c) To arrange for transport facilities from prison to specific site of work and back.
- (d) To cater for Occupational Safety & Health issues.
- (e) To ensure the responsibility, security and safety of the detainees while engaged on site of work.
- (f) To ensure that all measures of precautions (safety & security) are taken during execution of works.
- (g) To ensure that the site be kept clean at all times during execution of works.

4. **BEACH AUTHORITY UNDERTAKES AS FOLLOWS:**

- (a) To meet relevant costs of materials for the project concerned.
- (b) To provide materials and any other amenities as required to carry out the following works:
  - (i) Maintenance of existing wooden parapet;
  - (ii) Painting of existing kiosks and toilet blocks – internal & external;
  - (iii) Upgrading of entrance of parking areas;
  - (iv) Construction of fireplace (5), Construction of centralized bins (5);
  - (v) Upgrading of existing unused building; and
  - (vi) Lopping of dry branches.



- (c) To look for the relevant authorization and clearances from other stakeholders to run the project (where applicable).
- (d) To provide a stipend of Rs 25.00 per day for each detainee working on the upliftment of Belle Mare public beach project.
- (e) Safe keeping of materials on site.

**5. NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

**(i) VALIDITY**

- (a) This MoU shall be effective as from the date of its signature by both parties and shall remain in force for a period of two years.
- (b) This MoU may be renewed by mutual consent in writing between both parties.

**(ii) AMENDMENTS**

The MoU may be amended by written agreement between both parties.

**(iii) TERMINATION**

- (a) Each Party shall have the right, for any reason, to terminate the MoU by giving three months' notice in writing to the other Party.
- (b) Where the termination is due to circumstances beyond the control of the parties, which make it impossible for either party to carry out its obligations in terms of this MoU, this MoU may be prematurely terminated by mutual agreement or, by either party, giving thirty (30) days written notice.
- (c) If the MoU is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress and any sums due to each Party shall be settled accordingly.

**(iv) SETTLEMENT OF DISPUTE**

Any dispute arising out of or in connection with this MoU shall be amicably settled through negotiation.

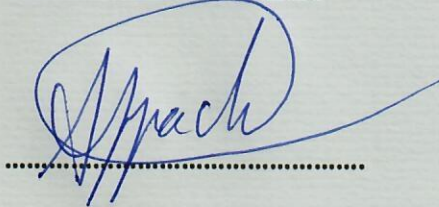
**(v) TRANSFER OF RIGHTS**



No party may transfer or assign any interest right or obligations in relation to or arising out of this MoU without prior written consent of the other party to this MoU.

IN WITNESS WHEREOF the undersigned duly appointed representatives of the MAURITIUS PRISON SERVICE and the BEACH AUTHORITY, respectively, have on behalf of the Parties signed the present Memorandum of Understanding in English, in two originals, at Prison Headquarters, Beau Bassin, this 14 day of September, 2016.

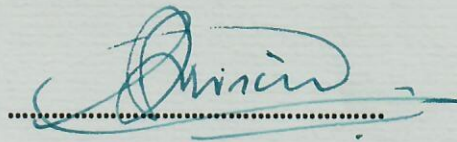
Mauritius Prison Service



NAME: ( P.APPADOO )

Commissioner of Prisons

Beach Authority



NAME: (Dr. D. BISSESSUR )

General Manager

