



**Foreign, Commonwealth
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Rena Lalgie
Governor of Bermuda
Government House
Hamilton
Bermuda

20 July 2023

By email

Dear Governor,

- 1. I have the honour to address you on the subject of the external affairs of Bermuda, in particular the request to develop links with the Middle East.**
- 2. I must make clear at the outset that the United Kingdom retains overall responsibility for the external affairs of Bermuda, and that the special responsibility of the Governor for external affairs under section 62 of the Constitution of Bermuda is in no way affected by this letter.**
- 3. Subject to the conditions set out in paragraphs 4 to 14, I, on behalf of the Secretary of State, authorise and / or entrust and permit you to delegate authority to the Premier or other Minister in accordance with section 62 (2) of the Constitution of Bermuda:**
 - a. to scope and develop links with the Middle East region, as well as industry actors, particularly in the areas of financial services, trade and investment, tourism, and in cultural, sport and educational links;**
 - b. to appoint an advisor to the Middle East region to further scope and develop these links, with support from additional contracted staff as appropriate.**
- 4. The Advisor referred to in paragraph 3 may be tasked with promoting contacts between the Government of Bermuda, and Bermuda Business Development Agency and regional Governments in the Middle East, as well as industry actors. The terms of this Entrustment extend to any additional staff contracted to support these objectives.**
- 5. The Advisor will have no diplomatic status and may not perform consular, notarial**

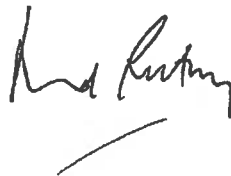
or privileges. The costs of the Advisor will be borne by the Government of Bermuda.

6. The Premier will keep the Governor fully informed about developments in relation to the links described in paragraph 3(a), undertaken in pursuance of this authorisation, and will take particular care should the links described in paragraph 3 have the potential to impact on any of the Governor's special responsibilities under section 62 of the Constitution. For the avoidance of doubt, this Entrustment does not extend to the opening of a formal overseas office in the Middle East. Any such proposal will require further consultation with the Governor and an additional Letter of Entrustment from the United Kingdom.
7. The Government of Bermuda will at all times take due care in respect of anything that might cause adverse effect to the United Kingdom or which could influence or affect relations between the United Kingdom regional partners in the Middle East.
8. In view of the general responsibility of the Government of the United Kingdom for the external affairs of Bermuda, the Government of Bermuda will inform the United Kingdom Government, through the Governor, prior to the commencement of any formal negotiation or intention to conclude agreements or other instruments, with any Government or institutions in the Middle East region in the areas described in paragraph 3 and may not begin any such negotiations without the prior approval of the United Kingdom Government.
9. Should the United Kingdom Government approve the commencement of such negotiations, the Government of Bermuda will thereafter keep it informed of the progress thereof. The Government of Bermuda will consult the United Kingdom Government on the text of any proposed agreement or other instrument in a reasonable time before the agreement or other instrument is to be concluded. No agreement or other instrument will be signed by the Government of Bermuda without the prior approval of the United Kingdom Government.
10. Nothing contained in this letter authorises the Government of Bermuda to negotiate or conclude any agreement that would give rise to any financial commitment or obligation for the United Kingdom Government. All financial obligations and commitments arising from any agreement concluded by the Government of Bermuda will be the sole responsibility of the Government of Bermuda, unless agreed otherwise with the United Kingdom Government.
11. The Government of Bermuda will supply to the United Kingdom Government a certified copy of any agreement it concludes for the purpose of United Kingdom treaty registration within one month of the conclusion of the agreement.
12. Further to receipt of information under paragraph 7 above, the United Kingdom Government will inform the Government of Bermuda if it should appear that any action or proposal of the Government of Bermuda in any of the matters outlined in paragraph 3 conflicts, or is likely to conflict, with the international commitments or obligations, or any policies, of the United Kingdom Government. In that event the United Kingdom Government will advise the Government of

possible, further advise how best the intentions and proposals of the Government of Bermuda might be carried into effect. It will be necessary for the Government of Bermuda to abide by the decision of the United Kingdom Government. For the avoidance of doubt, nothing contained in this letter authorises the Government of Bermuda to terminate any agreement or other instrument which it concludes under the authority of this letter without the prior specific authority of the United Kingdom Government.

13. The United Kingdom Government, through the British Embassy in Abu Dhabi and other UK Missions in the Middle East region, stand ready to help and support the Government of Bermuda as it develops the links described in paragraph 3, and with the Office of the Governor in Bermuda, should be informed ahead of any visits by senior officials or Ministers either to or from Bermuda relating to this entrustment.
14. This letter is without prejudice to the terms of the Letter of Entrustment of 01 September 2009 (the General Entrustment), which remains in effect, and may be adjusted in the light of circumstances arising in the future.
15. I should be grateful if you would acknowledge receipt of this letter and confirm that the Government of Bermuda accepts the authority delegated above, subject to the understandings and conditions set out in paragraphs 4 to 14 in relation to such delegation, which will come into effect on the date of your letter confirming acceptance thereof.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'David Rutley', with a horizontal line drawn underneath it.

David Rutley MP
Minister for Americas and the Caribbean