

53/41

Distr.
LIMITED
PAMM/AIHTTR/GC/2
23 April 1979
Original: ENGLISH

ECONOMIC COMMISSION FOR AFRICA
African Institute for Higher Technical
Training and Research
Governing Council
First Session
Addis Ababa, 25-28 July 1979

AGREEMENT BETWEEN THE AFRICAN INSTITUTE FOR HIGHER TECHNICAL TRAINING AND RESEARCH AND THE GOVERNMENT OF

REGARDING THE HEADQUARTERS OF THE AFRICAN INSTITUTE FOR HIGHER TECHNICAL TRAINING AND RESEARCH

The African Institute for Higher Technical Training and Research and the Government of

Considering that it is desirable to conclude an agreement, complementary to the Constitution of the African Institute for Higher Technical Training and Research, to regulate questions arising as a result of the establishment of the Headquarters of the Institute at in the
HAVE AGREED AS FOLLOWS:

ARTICLE I

Definitions:

Section 1

In this Agreement,

"Appropriate Authorities" means such national, provincial, municipal or other authorities in as may be appropriate in the context and in accordance with the laws and customs applicable in

"Executive Director" means the Executive Director of the Institute or any officer designated to act on his behalf;

"Headquarters of the Institute" means:

- (i) the area with a building or buildings upon it, as may from time to time be defined in the supplementary agreements referred to in Section 3; and
- (ii) any other land or building which may from time to time be included, temporarily or permanently, therein in accordance with this Agreement or by supplementary agreements with the Government;

"Officials of the Institute" means the Executive Director and all the members of the staff of the Institute except those who are locally recruited on hourly, daily or monthly rates;

"Participating Government" means a Government which is a party to the Constitution of the African Institute for Higher Technical Training and Research;

"The Government" means the Government of

"The Institute" means the African Institute for Higher Technical Training and Research;

"The Secretariat" means the secretariat and main campus of the Institute.

ARTICLE II

The Secretariat of the Institute:

Section 2

(a) The Secretariat of the Institute shall be in the Headquarters of the Institute, and shall not be removed therefrom unless the Institute shall so decide. Any transfer of the Secretariat temporarily to another place shall not constitute a removal of the Secretariat unless there is an express decision by the Council of the Institute to that effect;

(b) Any building in or outside of which may be used with the concurrence of the Government for courses, workshops, seminars or other purposes of the Institute shall be temporarily included in the Headquarters of the Institute;

(c) The appropriate authorities shall take whatever action may be necessary to ensure that the Institute shall not be dispossessed of all or any part of its Headquarters without the express consent of the Council of the Institute.

Section 3

The Government grants to the Institute, and the Institute accepts from the Government, the use and occupation of a headquarters of the Institute as may from time to time be defined in supplementary agreements to be concluded between the Institute and the Government.

Section 4

The Institute may establish and operate training, research, documentation and other technical facilities of any type. These facilities shall be subject to appropriate safeguards which, in the case of facilities which might create hazards to health or safety or interference with property, shall be agreed with the appropriate authorities of

Section 5

The facilities provided for in Section 4 may, to the extent necessary for efficient operation be established and operated outside the Headquarters of the Institute. The appropriate authorities of shall, at the request of the Institute, make arrangements on such terms and in such manner as may be agreed upon by supplementary agreement for the acquisition or use of the Institute of appropriate premises for such purposes and for the inclusion of such premises in the Headquarters of the Institute.

ARTICLE III

Control and Protection of the Headquarters:

Section 6

The Headquarters of the Institute shall be inviolable and shall be under the control and authority of the Institute as provided for in this Agreement.

Section 7

(a) Officers or officials of, whether administrative, judicial, military or police, shall not enter the Headquarters of the Institute to perform any official duties except with the consent of, and under conditions agreed to, by the Executive Director;

(b) Without prejudice to the provisions of the Constitution of the Institute or of this Agreement, the Institute shall prevent its Headquarters from becoming a refuge for persons who are avoiding arrest under any law of or who are required by the Government for extradition to another country or who are endeavouring to avoid service of legal process.

Section 8

(a) The appropriate authorities of shall exercise due diligence to ensure that the tranquility of the Headquarters of the Institute are not disturbed by the unauthorized entry of groups of persons from outside or by disturbance in their immediate vicinity, and shall cause to be provided on the boundaries of the Headquarters of the Institute such police protection as is required for these purposes;

(b) If so requested by the Executive Director, the appropriate authorities of shall provide a sufficient number of police for the preservation of law and order in the Headquarters of the Institute and for the removal therefrom of persons as requested under the authority of the Executive Director.

ARTICLE IV

Status of the Institute:

Section 9

(a) The Institute, as an intergovernmental training and research institution, shall have in, the capacity to

contract, to acquire and dispose of immovable or movable property and to sue and be sued;

(b) The Institute, its property and assets, shall enjoy immunity from every form of legal process, except in so far as in any particular case it has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution;

(c) The property and assets of the Institute shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action;

(d) The archives of the Institute, and in general all documents belonging to it or held by it, wherever located, shall be inviolable;

(e) The Institute, its property, assets, income and transactions shall be exempt from all taxation, including sales tax, and from customs duties and prohibitions and from restrictions on imports and exports in respect of articles imported or exported by the Institute for its official use.

Provided that such assets and other property shall not be sold within except in accordance with conditions to be mutually agreed upon;

(f) The Institute shall be exempt from any obligation relating to the collection, withholding or payment of any tax or duty due from those in its employment to the Government.

ARTICLE V

Communications:

Section 10

The Institute shall enjoy for its official communications treatment not less favourable than that accorded by the Government to another government or to any other intergovernmental organization, including foreign diplomatic missions in

Section 11

(a) No censorship shall be applied to the official correspondence or other communications of the Institute. Such immunity shall extend, without limitation by reason of this enumeration, to publications, documents, maps, still and moving pictures, films, sound recordings, prototype equipment, tools, models and other scientific recordings for the work of the Institute;

(b) The Institute shall have the right to use codes and to dispatch and receive official correspondence and, without limitation by reason of this enumeration, publications, documents, maps, still and moving pictures, sound recordings, prototype equipment, tools, models and other scientific recordings and equipment either by courier or in sealed bags which shall have the same immunities and privileges as diplomatic couriers and bags.

ARTICLE VI

Access and Residence:

Section 12

(a) The appropriate authorities of shall grant to the following persons the right of entry into, sojourn in, transit through and exit from the territory of when such entry, sojourn, transit or exit is necessary for the proper performance of their functions:

- (i) members of the Governing Council of the Institute and their spouses;
- (ii) officials of the Institute and their families;
- (iii) persons other than officials of the Institute performing missions for the Institute and their spouses;
- (iv) other persons invited to the Headquarters of the Institute on official business; the Executive Director shall communicate the names of such persons to the Government;
- (v) participants in training courses, seminars, workshops and other meetings organized by the Institute; and
- (vi) trainees who are not nationals of

They shall be granted facilities for speedy travel; visas, where required, shall be granted promptly and free of charge;

(b) This section shall not apply to general interruption of transport and shall not impede the enforcement of the law as to the operation of means of transport;

(c) This section shall not imply exemption from the obligation to produce reasonable evidence to establish that persons claiming the right granted under this section are included in the categories specified in paragraph (a) of this section or from the reasonable application of quarantine and health regulations.

ARTICLE VII

Members of the Governing Council:

Section 12

Those members of the Governing Council of the Institute who are representatives of the participating member Governments shall be entitled in the territory of whilst exercising their functions and during their journey to and from the Headquarters of the Institute to the same privileges and immunities, mutatis mutandis, as are provided for by Article IV of the Convention on the Privileges and Immunities of the United Nations.

ARTICLE VIII

Officials of the Centre:

Section 14

Officials of the Institute who shall have been designated by the Executive Director of the Institute for this purpose shall enjoy in the territory of the following privileges and immunities:

(a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity to continue notwithstanding that the persons concerned may have ceased to be officials of the Institute;

(b) Immunity from personal arrest or detention;

(c) Immunity from seizure of their personal and official baggage;

(d) Exemption from taxation on the salaries and emoluments paid to them by the Institute;

(e) Immunity from national service obligations;

(f) Immunity, together with members of their families and their personal employees, from immigration restrictions and alien registration;

(g) The same privileges in respect of foreign exchange facilities as are accorded to the officials of comparable ranks forming part of diplomatic missions to the Government;

(h) The same repatriation facilities in time of international crisis, together with members of their families and their personal employees, as diplomatic envoys;

(i) Exemption for officials, other than nationals and permanent foreign residents of from any form of direct taxation on income derived from sources outside and the freedom to maintain within or elsewhere foreign securities, and other movable and immovable property, and whilst employed by the Institute in and at the time of termination of such employment, the right to take out of funds in convertible currencies without any restrictions or limitations, provided that the said officials can show good causes for their lawful possession of such funds; and

(j) The right to import, free of duty and other levies, prohibitions and restrictions on imports, their furniture and effects within twelve months after taking up their post in; the same regulations shall apply for officials other than nationals and permanent foreign residents of in the case of the import, transfer and replacement of automobiles, as are in force for the resident members of diplomatic missions of comparable rank.

Section 15

Officials of the United Nations or of Specialized Agencies of the United Nations performing functions in connexion with the Institute shall enjoy the privileges and immunities provided for under the Convention on the Privileges and Immunities of the United Nations and the Convention on the Privileges and Immunities of the Specialized Agencies, respectively.

Section 16

All officials of the Institute shall be provided with a special identity card certifying that they are officials of the Institute enjoying the privileges and immunities specified in this Agreement.

Section 17

The privileges and immunities accorded under Section 14 are granted in the interest of the Institute and not for the personal benefit of the individuals themselves. The Executive Director shall have the right and duty to waive the immunity of any official of the Institute who is not an official of the United Nations or of a specialized agency in cases where, in his opinion, such immunity would impede the course of justice and can be waived without prejudice to the interests of the Institute.

Section 18

The Institute shall co-operate at all times with the appropriate authorities of to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connexion with the privileges and immunities and facilities mentioned in this Article.

ARTICLE IX

Public Services and Accommodation:

Section 19

(a) The appropriate authorities of shall exercise to the extent requested by the Executive Director the powers which they possess with respect to the supply of public services to ensure that the Headquarters of the Institute shall be supplied on equitable terms with the necessary public services including electricity, water, gas, post, telephone, telegraph, transport, drainage, collection of refuse, fire protection, et cetera. In the event of any interruption or threatened interruption of such services, the appropriate authorities of will consider the needs of the Institute as being of equal importance with the similar needs of essential agencies of the Government, and will take steps accordingly to ensure that the work of the Institute is not prejudiced.

(b) The Government shall assist in providing suitable housing accommodation at reasonable rentals to the international staff of the Institute.

ARTICLE X

Assistance by the Government:

Section 20

The Government shall arrange for its universities, technical and technological institutions and other appropriate institutions to extend **their** full co-operation to the Institute, including collaboration in the organization of training, seminars, workshops and research activities.

ARTICLE XI

Interpretation and Application:

Section 21

The provisions of the Constitution of the African Institute for Higher Technical Training and Research and of this Agreement shall, where they relate to the same subject-matter, be treated wherever possible as complementary, so that the provisions of both shall be applicable and neither shall narrow the effect of the other; but in any case of absolute conflict, the provisions of this Agreement shall prevail.

Section 22

The Government and the Institute may enter into such supplementary agreements as may be necessary to fulfil the purposes of this Agreement. Wherever this Agreement imposes obligations on the appropriate authorities of the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.

Section 23

This Agreement shall be interpreted in the light of its primary purpose of enabling the Institute fully and efficiently to discharge its responsibilities and fulfil its objectives.

ARTICLE XII

Modification of Agreement:

Section 24

This Agreement may be modified by agreement between the Government and the Institute, and each party shall give full and sympathetic consideration to any request for such modifications.

ARTICLE XIII

Settlement of Disputes:

Section 25

Any dispute between the Institute and Government concerning the interpretation or application of this Agreement or of any supplementary agreement, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators, one to be named by the Chairman of the Council of the Institute, one to be named by the Government, and the third to be chosen by the two, or if they should fail to agree upon a third, then by the Administrative Secretary-General of the Organization of African Unity.

ARTICLE XIV

Reserve Clause:

Section 26

Realizing that the privileges and immunities to be granted under this Agreement are solely for the purpose of achieving the objectives of the Institute and for the effective performance of its functions, no part of this Agreement shall be construed or interpreted in a manner that will be inimical to the interests of the Government of, exempt anyone from personal responsibility for any criminal act committed by him or her, or permit any officials of the Institute and persons serving the Institute or participating in its programmes and activities to interfere in the internal affairs of the Government of

ARTICLE XI

Final Provisions:

Section 27

This Agreement and any supplementary agreement entered into between the Government and the Institute within the scope of its terms of reference shall cease to be in force two years after either the Government or the Institute shall have given notice in writing to the other of its decision to terminate the Agreement, except as regards those provisions which may apply to normal cessation of the activities of the Institute in..... and the disposal of its property.

Section 28

This Agreement shall come into force upon signature.

DONE in the English and the French languages, both texts being
equally authentic, at Addis Ababa in Ethiopia on
day of 1979.

For the Government of

For the African Institute for
Higher Technical Training
and Research

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