



NELSAP-CU
NILE BASIN INITIATIVE
INITIATIVE DU BASSIN DU NIL

LEGAL DOCUMENT

NILE BASIN SUSTAINABILITY FRAMEWORK

NELSAP-CU HEADQUARTER AGREEMENT

Document Control Sheet

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Responsible Officer:

REPUBLIC OF RWANDA



MINISTRY OF FOREIGN AFFAIRS
AND COOPERATION

HEADQUARTERS AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF RWANDA

AND

**The Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme
Coordination Unit/NELSAP CU**

The Government of the Republic of Rwanda and the Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU;

RECALLING the decision by the Nile Basin States, at the Extraordinary Meeting of their Council of Ministers for Water Affairs held in Dar-Es-Salaam, (Tanzania) on 22nd February 1999, to establish a transitional institutional mechanism known as the "Nile Basin Initiative" to foster cooperation and sustainable development of the Nile River for the benefit of the inhabitants of those countries.

RECALLING ALSO the decision by the Nile Basin Initiative, at the Annual Meeting of the Council of Ministers for Water Affairs held in Cairo, (Egypt) on 14th February 2002, to establish the headquarters of the Nile Basin Initiative at Entebbe, Uganda.

RECALLING ALSO, the decision of the Extraordinary Meeting, on August 7th, 2003, of the Council of Ministers of the Nile Equatorial Lakes Subsidiary Action Program (NELCOM), to relocate the Nile Equatorial Lakes Coordination Unit (NEL-CU) from Entebbe-Uganda to Kigali-Rwanda.

DESIROUS to conclude an agreement to facilitate the establishment and operation of the Nile Equatorial Lakes Coordination Unit (NEL-CU) at Kigali, Rwanda.

Hereby agree as follows:

ARTICLE 1.

USE OF TERMS.

For the purpose of this Agreement:

- a. "The Government" means the Government of the Republic of Rwanda;
- b. "The Nile Basin Initiative" means the transitional arrangement established by the Nile Basin States at the Meeting of their Council of Ministers held in Dar-Es-Salaam, Tanzania, on 22nd February 1999 to foster cooperation and sustainable development of the Nile River for the benefit of the inhabitants of those countries;
- c. "The Nile Basin States" means the States of Burundi, Democratic Republic of the Congo, Egypt, Eritrea, Ethiopia, Kenya, Rwanda, Sudan, Tanzania and Uganda;
- d. "The Nile Equatorial States" means Burundi, Democratic Republic of Congo, Egypt, Kenya, Rwanda, Sudan, Tanzania and Uganda;
- e. "The Secretariat" means the Secretariat of the Nile Basin Initiative;
- f. "The Executive Director" means the Principle Executive Officer of the Nile Basin Initiative;
- g. The "NEL-CU" means the Nile Equatorial Lakes Subsidiary Action Program Coordinating Unit that will be vested with the responsibility of the preparation process, managing financial resources and builds sub-regional capacity for continued preparation and implementation of the Nile Equatorial Lakes Subsidiary Action Program which is hereby referred to as (NELSAP).

ARTICLE 2.

LEGAL PERSONALITY.

The Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU while in Rwanda, shall possess legal personality and shall have the capacity to contract, acquire and dispose of

immovable and movable property and to institute legal proceedings in its name.

ARTICLE 3.

SEAT OF NILE EQUATORIAL LAKES COORDINATION UNIT (NEL-CU).

The Office of the Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU will be located in Kigali, Rwanda.

ARTICLE 4.

PREMISES OF THE UNIT.

The Government of the Republic of Rwanda shall provide offices for the NELSAP CU operation. If the Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU considers building its Premises in Rwanda, the Government of Rwanda if requested will provide Land free of cost. No premises will therefore be granted free of cost.

ARTICLE 5.

PROPERTY, FUNDS AND ASSETS.

1. The Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU, its property and assets in the territory of the Republic of Rwanda, shall enjoy immunity from every form of legal proceedings, except in so far as in any particular case the Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.
2. The premises of the Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU, its property and assets as well as its archives in the territory of the Republic of Rwanda and in general all documents belonging to it wherever located by whoever held shall be inviolable and be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
3. The Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU may, without being restricted by financial controls; regulations or moratoria of any kind hold funds or

currency of any kind and operate accounts in any currency. It shall be free to transfer its funds or currency held by it into any other currency.

4. Exercising its rights under clause (3) above, the Nile Basin Initiative/Nile Equatorial Lakes Coordination Unit shall pay due regard to any representations made by the Government in so far as effect can be given to such representations without detriment to the interests of the Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU.
5. The Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU, its assets, income and other property whether owned or occupied shall be:
 - a. Exempt from all direct taxes. It is understood, however, that Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU shall not claim exemption from taxes which are, in fact, no more than charges for public utility services;
 - b. Exempt from customs duties and prohibition and restrictions on imports and exports in respect of articles imported or exported by the Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU for its official use. It is understood, however, that articles imported under such exemption shall not be sold in Rwanda except under conditions agreed with the government;
 - c. Exempt from customs duties and prohibitions and restrictions in imports and exports in respect of its publications.

ARTICLE 6.

PUBLIC SERVICES AND UTILITIES.

The Government of the Republic of Rwanda shall provide offices for the NELSAP CU operation. However, the Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU will meet the costs of the necessary public services and utilities.

ARTICLE 7.

FLAG AND EMBLEM.

The Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU shall be entitled to display the flag and emblem of the Nile Basin Initiative on its premises. The Executive Director while in Rwanda shall be entitled to display the Nile Basin Initiative flag on the vehicle used by him.

ARTICLE 8.

FACILITIES IN RESPECT OF COMMUNICATION.

The Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU shall enjoy in the territory of the Republic of Rwanda freedom of communication and no censorship shall be applied to the official correspondence of the Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU certified as such and bearing the official seal of the Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU.

ARTICLE 9.

PRIVILEGES AND IMMUNITIES OF THE (NEL-CU).

- 1) Officials of the Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU rather than the Rwandan Nationals while in Rwanda shall:
 - a. Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
 - b. Be exempt from taxation on the salaries and emoluments paid to them by the Nile Basin Initiative on the same condition as are enjoyed by the officials of the Regional or International Organizations;
 - c. Be immune from national service obligations;
 - d. Be immune, together with their spouses and their children who are under 18 years of age from immigration restriction;
 - e. Be accorded the same privileges in respect of exchange facilities as accorded to officials of comparable rank in Regional or International Organizations;

- f. Be given, together with their spouses and their children who are under 18 years of age, the same repatriation facilities in time of international crisis as officials of comparable rank of Regional or International Organization;
 - g. Not be subjected to any import or export restrictions with regard to goods imported or exported for official use. However, personal effects shall be imported free of duty at the time of first taking up their post in the country for a period not exceeding six months.
- 2) The Executive Director while in Rwanda shall hold the rank and status of the Head of a Regional or International Organization. In addition to the privileges and immunities specified in paragraphs 1(a) to (g) of this article, he shall be accorded in respect of himself, his spouse and minor children, such other privileges and immunities as are accorded to heads of Regional or International Organization accredited to Rwanda.
 - 3) Officials who are nationals of, or permanent residents in Rwanda, and are locally recruited, shall not be accorded the privileges and immunities specified in paragraphs (a) to (g) of clause 1 of this article.
 - 4) The Executive Director shall communicate the names of the (NEL-CU) officials included in the aforesaid categories to the Government in accordance with the staff Regulations of the Nile Basin Initiative.

ARTICLE 10.

PRIVILEGES AND IMMUNITIES OF REPRESENTATIVES OF (NEL-CU) STATES.

1. Representatives from member States, experts or consultants from the Nile Basin Initiative, during their stay in Rwanda for the purpose of attending sessions, other meetings and consultations of the Nile Basin Initiative, enjoy the following:
 - a. Immunity from personal arrest or detention and from seizure of their personal baggage and immunity from legal process in respect of words spoken or written and all acts done by them in their official capacity;
 - b. Inviolability of all papers and documents;
 - c. The right to receive papers or correspondence in sealed covers;

- d. Exemption in respect of themselves and their spouses from immigration restrictions, aliens registrations or national service obligations;
 - e. The same immunities and privileges in respect of their personal baggage as are accorded to participants of any other Regional or International Organization;
 - f. Such other privileges and immunities and facilities not inconsistent with the foregoing as the officials of any other Regional or International Organization enjoy, except that they shall have no right to claim exemptions from customs duties on goods imported or from excise duties or sales-taxes. Provided always that the immunities specified in the foregoing clauses can be waived in any individual case in regard to member, expert or consultant by the Government of the respective Nile Basin Initiative member State or by the Nile Basin Initiative Secretariat.
2. The competent authorities in the Government shall take all necessary measures to facilitate their entry into and sojourn in the territory of the Republic of Rwanda and shall place no impediment in the way of departure from the host Country of the persons referred to in paragraph 1 of this Article.
 3. Visas, which may be required by persons referred to in paragraph 1 of this article, shall be arranged and be granted as promptly as possible.
 4. It is understood that persons referred to in paragraph 1 of this article shall not be exempt from the application of the internationally accepted rules governing quarantine and public health.

ARTICLE 11.

WAIVER OF PRIVILEGES AND IMMUNITIES.

1. The Executive Director shall have the right and duty to waive the immunity of any official member of the Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interest of the Nile Basin Initiative/Nile Equatorial Lakes Coordination Unit.
2. The Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU may decide to waive its immunity explicitly from jurisdiction in any case where the immunity would

impede the course of justice and can be waived without prejudice to the purpose for which the immunity is accorded.

3. Waiver of immunity from jurisdiction in respect of civil or administrative proceedings shall not be held to imply waiver of immunity in respect of the execution of the judgment, for which a separate waiver shall be necessary.

ARTICLE 12.

COOPERATION BETWEEN THE NILE EQUATORIAL LAKES COORDINATION UNIT AND THE GOVERNMENT TO FACILITATE THE ADMINISTRATION OF JUSTICE.

1. The Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU shall cooperate at all times with the appropriate authorities of the Government to facilitate the proper administration of justice, secure the observance of the privileges, immunities and facilities granted under this Agreement.
2. If the Government considers that there has been abuse of any privileges or immunity conferred by this Agreement, consultations shall be held between the Government and the Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU to determine whether any such abuse has occurred and if so, the Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU shall take necessary measures to remedy the situation and to ensure that no repetition occurs.

ARTICLE 13.

IDENTITY CARDS.

The Government of Rwanda shall provide NELSAP-CU Staff with a special identity card certifying the fact that they are officers or staff members of the Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU, enjoying the privileges and immunities specified in this Agreement.

ARTICLE 14.

SETTLEMENT OF DISPUTES.

1. The Nile Basin Initiative/Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU, by agreement with the Government, make provisions for appropriate modes of settlement of:

- a. Disputes arising out of contracts or other disputes of a private law character to which the Nile Equatorial Lakes Subsidiary Programme Coordination Unit/NELSAP CU is a party.
 - b. Disputes involving any official of the Nile Equatorial Lakes Coordinating unit who by reason of his official position enjoys immunity, if immunity has not been waived by the Nile Equatorial Lakes Coordination Unit.
2. All differences arising out of the interpretation or application of the present Agreement shall be settled by mutual consultations between the parties unless in case it is agreed by the parties to have recourse to another mode.

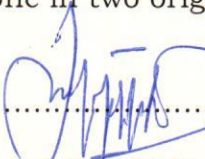
ARTICLE 15.

FINAL CLAUSES.

1. This Agreement shall enter into force upon signature.
2. This Agreement will remain in force until such time as it is terminated by mutual consent, or by one party giving six (6) months written notice of termination to the other party.
3. In the event of termination of this Agreement necessary steps shall be taken by each party to ensure that such termination is not prejudicial to any activities that are in progress within the framework of the Agreement.

In witness whereof the respective representatives of the Government of the Republic of Rwanda and the Nile Basin Initiative have signed this Agreement.

Done in two originals each in English at Kigali this 12th day of 8/2004.


.....
Hon. MITALI K. Protais
Minister of State
in charge of Cooperation

**FOR THE GOVERNMENT OF THE
REPUBLIC OF RWANDA**


.....
Mr. Patrick O. KAHANGIRE
Executive Director

**FOR THE NILE BASIN
INITIATIVE**



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ONE RIVER ONE PEOPLE ONE VISION



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NBI MEMBER STATES



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The Sudan



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