



HEADQUARTERS AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF UGANDA
AND
THE NILE BASIN INITIATIVE

The Government of the Republic of Uganda and the Nile Basin Initiative;

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.

DESIROUS to conclude an agreement to facilitate the establishment and operation of the Headquarters of the Nile Basin Initiative at Entebbe, Uganda.

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 Uganda.
- 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. “Secretariat” means the Secretariat of the Nile Basin Initiative.
- e. “the Executive Director” means the Principal Executive Officer of the Nile Basin Initiative.

ARTICLE 2

JURIDICAL PERSONALITY

The Nile Basin Initiative shall possess juridical 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 THE NILE BASIN INITIATIVE

The Nile Basin Initiative shall have its Headquarters at Entebbe, Uganda.



ARICLE 4 PREMISES OF THE SECRETARIAT

1. The premises for the Headquarters of the Nile Basin Secretariat are situated at Entebbe on land provided free of cost by the Government.
2. In the event that the Nile Basin Initiative decides to wind up its activities or shifts its Headquarters from Entebbe, the Headquarters premises, shall vest in the Government

ARTICLE 5 PROPERTY, FUNDS AND ASSETS

1. The Nile Basin Initiative, its property and assets in the territory of the Republic of Uganda, shall enjoy immunity from every form of legal process, except in so far as in any particular case the Nile Basin Initiative 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, its property and assets as well as its archives in the territory of the Republic of Uganda and in general all documents belonging to it wherever located by whomsoever 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 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 from Uganda to another country or to convert any currency held by it into any other currency.



4. In exercising its rights under clause (3) above, the Nile Basin Initiative 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.
5. The Nile Basin Initiative, its assets, income and other property whether owned or occupied shall be:
 - a. exempt from all direct taxes. It is understood, however, that the Nile Basin Initiative shall not claim exemption from taxes which are, in fact, no more than charges for public utility services;
 - b. exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Nile Basin Initiative for its official use. It is understood, however, that articles imported under such exemption shall not be sold in Uganda 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 shall assist the Nile Basin Initiative in obtaining for its premises, the necessary public services and utilities.

ARTICLE 7

FLAG AND EMBLEM

The Nile Basin Initiative shall be entitled to display its flag and emblem on its premises. The Executive Director shall be entitled to display the Nile Basin Initiative's flag on the vehicle used by him.



ARTICLE 8

FACILITIES IN RESPECT OF COMMUNICATIONS

1. The Nile Basin Initiative and its Secretariat shall enjoy in the territory of the Republic of Uganda freedom of communication and no censorship shall be applied to the official correspondence of the Nile Basin Initiative certified as such and bearing the official seal of the Nile Basin Initiative.
2. The Nile Basin Initiative shall have the right to use codes and to dispatch and receive its official correspondence by courier or in bags, which shall have the same immunities and privileges as couriers and bags of the specialized agencies of the United Nations.

ARTICLE 9

PRIVILEGES AND IMMUNITIES OF THE SECRETARIAT

1. Officials of the Secretariat 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 conditions as are enjoyed by the officials of the United Nations;
 - c. be immune from national service obligations;
 - d. be immune, together with their spouses and relatives dependent on them from immigration restrictions and aliens registration;
 - e. be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable rank in diplomatic missions;



- f. be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as officials of comparable rank of diplomatic missions;
 - g. have the right on first arrival to import free of customs duties, taxes and other levies, furniture, other personal and household effects to establish residence in Entebbe or Kampala and the right to export with similar privileges goods thus imported at the termination of their duties with Secretariat. The goods so imported shall not be sold in Uganda except on condition agreed with the Government.
2. The Executive Director shall hold the rank and status of Ambassador. 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 the heads of diplomatic missions accredited to the Government.
3. Officials who are nationals of, or permanent residents in Uganda, and are locally recruited, shall not be accorded the privileges and immunities specified in paragraphs (b) to (g) of clause 1 of this article.
4. The Executive Director shall communicate the names of the Secretariat 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 THE PARTICIPATING STATES, AND OBSERVERS

1. Representatives of the Participating States, experts and consultants as well as observers from non-participating States and international organizations shall, during their stay in Uganda for the purposes 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 registration or national service obligations;
- e. The same facilities in respect of currency or exchange restrictions as are accorded to temporary official missions;
- f. The same immunities and privileges in respect of their personal baggage as are accorded to diplomatic envoys;
- g. Such other privileges and immunities and facilities not inconsistent with the foregoing as the diplomatic envoys enjoy, except that they shall have no right to claim exemption from customs duties on goods imported (otherwise than as part of their personal baggage) 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 a Member, expert or consultant or observer by the governments of the respective Participating State or by the Government of the Observer or by the concerned international organization.

2. The competent authorities in the Government shall take all necessary measures to facilitate their entry into and sojourn in the



territory of Republic of Uganda 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 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

PURPOSE OF PRIVILEGES AND IMMUNITIES

Privileges and immunities accorded in this Agreement are accorded in the interests of the Nile Basin Initiative and not for the personal benefit of the individuals themselves.

ARTICLE 12

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 Secretariat in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Nile Basin Initiative.
2. The Nile Basin Initiative 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 13

COOPERATION BETWEEN THE NILE BASIN INITIATIVE AND THE GOVERNMENT TO FACILITATE THE ADMINISTRATION OF JUSTICE

1. The Nile Basin Initiative 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 Basin Initiative to determine whether any such abuse has occurred and if so, the Nile Basin Initiative shall take necessary measures to remedy the situation and to ensure that no repetition occurs.

ARTICLE 14

IDENTITY CARDS

The secretariat staff shall be provided by the Government with a special identity card certifying the fact that they are officers or staff members of the Nile Basin Initiative, enjoying the privileges and immunities specified in this Agreement.



ARTICLE 15

INTERPRETATION

This Agreement shall be interpreted in the light of its primary objective of enabling the Nile Basin Initiative at its Headquarters at Entebbe to fully and efficiently discharge its responsibilities and fulfill its purposes and functions.

ARTICLE 16

SETTLEMENT OF DISPUTES

1. The Nile Basin Initiative shall, by agreement with the Government, make provision for appropriate modes of settlement of:
 - a. Disputes arising out of contracts or other disputes of a private law character to which the Nile Basin Initiative is a party.
 - b. Disputes involving any official of the Nile Basin Initiative who by reason of his official position enjoys immunity, if immunity has not been waived by the Nile Basin Initiative.
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 any case it is agreed by the parties to have recourse to another mode.

ARTICLE 17

FINAL CLAUSES


1. This Agreement shall enter into force on signature.
2. This Agreement may be terminated by agreement between the Government and the Nile Basin Initiative.



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

Done in two originals each in English at Kampala this ^{4th} day of November 2002.




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Amb. J. S. Bakayana-Kityo
Ag. Permanent Secretary
Ministry of Foreign Affairs

For the Government of the
Republic of Uganda


.....
Meraji O. Y. Msuya
Executive Director

For the Nile Basin Initiative