

HOST AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE UNITED
REPUBLIC OF TANZANIA**

AND

THE AFRICAN INSTITUTE OF INTERNATIONAL LAW (AIL)

ON THE SEAT OF AIL IN ARUSHA, TANZANIA

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WHEREAS the Government of the United Republic of Tanzania (hereinafter referred to as the Government) and the African Institute of International Law (hereinafter referred to as AILL) are desirous of entering into an Agreement regarding the seat of AILL in Tanzania;

WHEREAS the AILL is an autonomous Regional International Institution established through the African Union Assembly Decision 405 adopted in January 2012 (AU Doc. Assembly/AU/Dec. 405 (XVIII)) and governed by its own Statute;

WHEREAS the Government has offered to host the Institute in Arusha, Tanzania;

NOW THEREFORE the Government and the AILL agree as follows:

ARTICLE I DEFINITIONS

For the purpose of this Agreement, the following expressions and terms shall have the meanings assigned to them hereunder:

“Agreement” means this agreement between the United Republic of Tanzania and the AILL;

“AU” means the African Union established by the Constitutive Act of the African Union adopted on 11 July 2000 and which entered into force on 26 May 2001;

“Appropriate Authorities” means such national, municipal, or other authorities in Tanzania as may be appropriate in the context and in accordance with the laws and customs applicable in Tanzania;

“Headquarters of the AILL” means the seat of the AILL including the buildings, offices, premises, structures or portions thereof that at any given time are occupied or used by the AILL in the territory of the United Republic of Tanzania;

“International Professional Staff” means officials recruited by the AILL from different countries except citizens of Tanzania or any person ordinarily resident in Tanzania;

“Laws of the United Republic of Tanzania” includes the Constitution, Legislations, Regulations, Decrees and Orders issued by or under the authority of the Government or of appropriate Tanzanian authorities;

“Parties” means the Parties on whose behalf this agreement is signed;



“Research Fellows” means the academic officials invited by the AAIL to carry out research work at the AAIL;

“The Administrative Committee” is the organ responsible for the supervision of the administration and management of the AAIL;

“The Curatorium” means the Scientific Board of AAIL established in accordance with the Statute of AAIL;

“The Government” means the Government of the United Republic of Tanzania;

“The Host Country” means the United Republic of Tanzania;

“The Rector” means the Chief academic and administrative officer of AAIL, responsible for the implementation of the decisions of the Curatorium and Administrative Committee in accordance with the Statute;

“The Statute” means the basic legal instrument establishing AAIL to which any African State may subscribe for purposes of recognition of its international status and functions, and for voluntary contributions;

“Visiting Professors” means the academic officials invited by the AAIL to teach for a determined period of time at the AAIL;

ARTICLE II PURPOSE AND SCOPE OF THE AGREEMENT

1. This Agreement shall regulate matters relating to or arising out of the establishment and functioning of the AAIL in Arusha, Tanzania, and its relationship with the United Republic of Tanzania.
2. The AAIL, its Curatorium and Administrative Committee members, its visiting professors and research fellows, and its officials shall respect the laws and regulations of the host country.

ARTICLE III JURIDICAL PERSONALITY

1. The AAIL is vested with juridical personality in the United Republic of Tanzania and shall have the capacity:
 - (a) to contract;
 - (b) to institute legal proceedings and participate in legal proceedings;and

- (c) to acquire and dispose of immovable and movable property solely for the purposes of performing its functions.
2. For the purposes of this Agreement the Rector or his/her duly designated representative shall represent the AILL.

**ARTICLE IV
HEADQUARTERS, PREMISES AND FACILITIES**


1. The Government shall provide a suitable land for the AILL to construct its permanent structure at its own expense to be its headquarters, which shall be exclusively occupied by AILL and its personnel in accordance with this Agreement. Pending the construction of permanent structure, the Government shall provide suitable temporary premises for AILL, for a period of three years only.
2. The Government undertakes to assist the AILL, as far as possible, in obtaining and making available to it, where applicable, particularly while the AILL is in the temporary premises referred to above, water, electricity, telephone, fax, internet connection, and other facilities at rates or charges not less favourable than those charged to comparable consumers or users, and in the case of interruption or threatened interruption of service, to give, as far as within its powers, the same priority to the needs of the AILL as to international organizations.
3. All official business between the Government and the AILL shall be conducted through the Ministry of Foreign Affairs or such other Government Ministries that may be agreed upon between the Parties.

**ARTICLE V
IMMUNITY OF PROPERTY, FUNDS AND ASSETS OF THE AILL**

1. The Headquarters of the AILL shall be inviolable and its property and assets shall be immune from search, requisition, confiscation, expropriation and any other form of interference.
2. The archives of AILL and in general all documents belonging to it shall be inviolable.

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3. Officers or officials of the Government, whether administrative or judicial, shall not enter the Headquarters to perform any official duties except with the consent of the Rector or his/her representative.
 4. Without prejudice to the provisions of this Agreement, AILL shall prevent the Headquarters from becoming a refuge for persons who are avoiding arrest under any law of the United Republic of Tanzania or who are required by the Government for extradition to another country or who are endeavouring to avoid service of legal process.

ARTICLE VI
DIPLOMATIC PRIVILEGES AND IMMUNITIES OF THE RECTOR AND OTHER SENIOR OFFICIALS OF THE AILL

The Rector of the AILL, its Curatorium and Administrative Committee Members, and its other senior officials in the academic and administrative positions shall be:

- (a) immune from legal process in respect of all acts performed by them in their official capacity;
- (b) immune from personal arrest and detention except those who are nationals or foreign resident officials;
- (c) exempt from taxation in respect of salaries and other emoluments paid to them by the AILL;
- (d) exempt from immigration formalities and alien registration together with their spouses and their dependants who are not nationals or permanent residents of the United Republic of Tanzania;
- (e) permitted freedom of travel, movement and communication necessary for the satisfactory performance of their duties under this Agreement;
- (f) awarded together with their dependants repatriation facilities in times of crisis and need;
- (g) exempted from national service obligations;
- (h) permitted to import items for personal use, at the time of first taking up their duties in the United Republic of Tanzania, free of duty and other levies.







**ARTICLE VII
PURPOSE OF PRIVILEGES AND IMMUNITIES**

1. The privileges and immunities accorded to the officials of AILL under this Agreement are granted solely in the interest of AILL and not for the personal benefit of the persons involved. The Rector of AILL or his/her representative shall have the duty to waive the immunity of any such persons in cases where such immunity would impede the course of justice and can be waived without prejudice to the interests of AILL.
2. Nothing in this Agreement shall be construed or interpreted in a manner that will be inimical to the interests of the Government of Tanzania, or to exempt anyone from personal responsibility for any civil or criminal act committed by him or her or permit any officials of AILL and persons serving AILL or participating in its programmes and activities to interfere in the internal affairs of the Government of Tanzania.

**ARTICLE VIII
EXEMPTION FROM TAXATION AND CUSTOM DUTIES ON IMPORTS AND EXPORTS**

The AILL, its assets, income and other property in the United Republic of Tanzania shall be:

- (a) exempt from all taxes levied by the Government;
- (b) exempt from customs duties, on imports and exports in respect of articles imported or exported for official use; it being understood, however, that articles imported under such exemption will not be sold in the United Republic of Tanzania except under conditions agreed upon with the Government;
- (c) exempt from duties on imports and exports in respect of its own publications or other publications donated to it by other institutions, and in respect of books, magazines, audio-visual materials and other academic publications in general.

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ARTICLE IX FINANCIAL FACILITIES

Without being restricted by financial controls or regulations of any kind, the AILL may receive, purchase, hold and transfer funds or currencies of any kind and operate bank and similar accounts in any currency in the territory of the United Republic of Tanzania for the performance of its functions.

ARTICLE X ACCESS AND RESIDENCE

1. The Government undertakes:
 - (a) to issue and replace entry and work permits free of charge to the academic and administrative officials of AILL who are foreign nationals;
 - (b) to issue dependants' pass to the dependant spouses and children of the officials mentioned in paragraph 1.(a) above free of charge provided that such children are under twenty one (21) years of age or not older than 24 years of age in case the child is a student admitted to an education institution; and
 - (c) to grant visas free of charge to the Curatorium and Administrative Committee Members of AILL, its visiting professors and to research fellows, as well as to experts, consultants and scholars formally invited by AILL to its Headquarters on official business.
2. The Government retains the right to withdraw or cancel the permits granted to any person whose conduct is unsatisfactory. However, before ordering such withdrawal or cancellation, the Government shall consult the Rector of AILL or his/ her representatives.

ARTICLE XI SOCIAL SECURITY AND PENSION FUND

The AILL shall be exempt from all compulsory contributions, and its officials and other employees shall not be required by the Government to participate in any social security scheme, except for those who are of Tanzanian nationality. Notwithstanding the above, the Government undertakes to facilitate the

participation of AILL officials in social security schemes should the AILL so request it.

**ARTICLE XII
CO-OPERATION WITH THE GOVERNMENT**

AILL hereby agrees and undertakes to:

- (a) Inform appropriate Government authorities of the appointment and assignment of its officials, visiting professors, research fellows, and other scholars to its Headquarters and, at the request of the Government, provide information on officials assigned to other countries during their consultative visits to the Headquarters;
- (b) Take all reasonable steps to ensure that its officials and its visiting professors, research fellows and other scholars or trainees invited by it to Tanzania do not engage in activities that are incompatible with the aims and objectives of the AILL or in contravention of the Customs, Laws and Regulations of Tanzania.

**ARTICLE XIII
SETTLEMENT OF DISPUTES**

Any dispute that may arise between the Government and AILL with respect to the interpretation and/or application of this Agreement shall be settled amicably through negotiations or other mode of settlement agreed between the Parties.

**ARTICLE XIV
ENTRY INTO FORCE, AMENDMENT AND TERMINATION**

1. This Agreement shall enter into force on the date of its signature and may be revised, modified or amended from time to time by mutual consent of the Parties including by exchange of notes, which then shall constitute part of this Agreement.
2. Either Party may terminate this Agreement by giving the other Party six (6) months written notice of its intention to terminate.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by the Government of the United Republic of Tanzania and the African Institute of International Law (AIIL) respectively, have signed and sealed this Agreement in the English language in two originals, both texts being equally authentic.

Done at Dar es Salaam on this 12th day of March, 2013.



Hon. Bernard Kamillius Membe (MP)
Minister for Foreign Affairs
and International Co-operation



Ambassador Sani L. Mohammed
Project Coordinator

**FOR THE GOVERNMENT OF THE
UNITED REPUBLIC OF TANZANIA**

**FOR THE AFRICAN INSTITUTE OF
INTERNATIONAL LAW (AIIL)**