

RECUEIL DES INSTRUMENTS JURIDIQUES ET INSTITUTIONNELS  
DE FACILITATION DU TRANSPORT ET DES ÉCHANGES  
EN AFRIQUE SUBSAHARIENNE

ANNEXE V-1

**1985 NORTHERN CORRIDOR TRANSIT AGREEMENT**

# NORTHERN CORRIDOR TRANSIT AGREEMENT

**Bujumbura, February 1985**

**Nairobi, November 1985**

**Kigali, May 1987**

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**NORTHERN CORRIDOR TRANSIT AGREEMENT**

The Government of the Republic of Burundi,  
the Government of the Republic of Kenya,  
the Government of the Rwandese Republic,  
the Government of the Republic of Uganda, and  
the Executive Council of the Republic of Zaïre

hereafter referred to as the Contracting Parties,

**ANIMATED** by the desire to maintain, further develop and strengthen friendly relations and co-operation between their countries;

**BEING AWARE** of the growing interdependence of nations, regionally and internationally;

**BEING OF THE VIEW** that no country, whether land-locked or not, should be isolated from the rest of the world;

**DESIROUS TO ENSURE** the smooth and rapid movement of goods originating from or destined to a Contracting Party in transit through the territories of other Contracting Parties;

**RECALLING** the Treaty for the Establishment of the Preferential Trade Area for Eastern and Southern Africa (Lusaka, 1981) and the International Convention on Mutual Administrative Assistance for the Prevention, Investigation and Repression of Customs offences (Nairobi, 1977) to which most of the Contracting Parties have subscribed;

**TAKING INTO ACCOUNT** the intentions and principles enunciated in the Convention and Statute on Freedom of Transit (Barcelona, 1921), the Convention on Transit Trade of Land-locked States (New York, 1965), the Customs Convention on Containers (Geneva, 1972), the Convention on the Simplification and Harmonization of Customs Procedures, (Kyoto, 1973), and the Convention on International Multimodal Transport of Goods (Geneva, 1980);

**RECOGNIZING** the importance of adequate transit traffic arrangements for the international trade and for the economic progress of land-locked States;

**REITERATING** their commitment to developing and maintaining a rational, co-ordinated and mutually beneficial system of transport and communications in the Northern Corridor;

have agreed as follows:

## SECTION I. PURPOSE AND OBJECTIVE

### Article 1 •

The Contracting Parties agree that the Northern Corridor as defined in this Agreement provides a most effective route for the surface transport of goods between their respective countries and the sea and that the purpose of this Agreement is to promote its use.

The Contracting Parties agree to grant each other the right of transit in order to facilitate movement of goods through their respective territories and to provide all possible facilities for traffic in transit between them, in accordance with the provisions of this Agreement, its Annex and Protocols.

The Contracting Parties shall take all necessary measures:

- (a) For the expeditious movement of traffic and for the avoidance of unnecessary delays in the movement of goods in transit through their territories;
- (b) To minimize the incidence of Customs fraud and avoidance; and
- (c) To bring about simplification and harmonization of documentation and procedures relevant to the movement of goods in transit.

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\* This symbol signifies the existence of an explanatory note.

## SECTION 2. DEFINITIONS

### Article 2 •

For the purpose of this Agreement, its Annex and Protocols the following terms and expressions shall have the meanings hereby assigned to them:

**Border control services:** Services of the Contracting Parties competent to carry out border controls, such as frontier police, Customs, plant protection and veterinary inspection services, and any other services as may be deemed necessary;

**Carrier:** A legal or natural person who is authorized in accordance with the national laws and regulations of the Contracting Parties to carry goods by rail or road, or any other mode of transport, for hire or reward or on own account;

**Contracting Parties:** With reference to this Agreement, its Annex and Protocols, Burundi, Kenya, Rwanda, Uganda and any other State acceding to this Agreement in accordance with Article 53;

**Land-locked State:** A State which has no sea coast or which does not have a direct link with the sea coast through its own territory;

**Means of transport:** A particular vehicle, railway wagon, vessel or other device used for the transport of goods or persons, including - where the local situation so requires - porters and pack animals;

**Mode of transport:** Method used for the movement of goods;

**Northern Corridor:** The transport infrastructure and facilities in East Africa served by the port of Mombasa in the Republic of Kenya;

**Northern Corridor States:** The countries utilizing the Northern Corridor;

**Person:** Natural and legal person, unless the context otherwise requires;

**Rights of transit:** Rights agreed between Contracting Parties for the passage of *traffic in transit* across their territories;

**Road Transport Permit:** Document issued for a road vehicle by a Contracting Party to permit the vehicle to enter and leave, or pass in transit through, the territories of the Contracting Parties;

**Traffic:** Movement of means of transport and goods;

**Traffic in transit:** Passage of *traffic* across the territory of a Contracting Party with or without transshipment, warehousing, breaking bulk, cleaning, repairing, repacking, assembly, disassembly, reassembly of machinery and goods, and change of mode and means of transport when any such operation is undertaken solely for the convenience of transportation, provided that such a passage is only a portion of a complete journey beginning and terminating beyond the frontier of the State across whose territory the traffic passes;

**Transit:** Passage across the territory of a Contracting Party when such passage is only a portion of a complete journey, beginning and terminating beyond the frontier of the State across whose territory the transit takes place;

**Transit employee:** Person employed by a carrier or other party engaged in *traffic in transit*;

**Transit route:** Land route or inland waterway designated by a Contracting Party within its territory for the passage of *traffic in transit*;

**Transit State:** State with or without sea coast, through whose territory *traffic in transit* passes;

**Vehicle:** Any power-driven vehicle which is constructed or adapted for use for the carriage of goods by road, and any trailer or semi-trailer designed to be drawn by such vehicles.

## SECTION 3. RIGHT OF TRANSIT

### Article 3 •

Each Contracting Party shall grant to the other Contracting Parties the right of transit through its territory, under the conditions specified in this Agreement and the provisions of its Protocols. The Contracting Parties shall provide each other with the facilities and guarantees required for this purpose.

### Article 4 •

The Contracting Parties shall not exercise any discrimination with regard to the country of origin, consignment or final destination of the goods, or any circumstances relating to the ownership of goods, or the ownership or country of registration of means of transport used provided that goods originating or vehicles registered in South Africa shall not benefit from

the transit facilities and privileges provided for in this Agreement.

#### SECTION 4. MARITIME PORT FACILITIES

##### Article 5

The Government of Kenya undertakes to provide, within its capabilities, the necessary maritime port facilities to the Northern Corridor States at the port of Mombasa, at costs and under conditions specified in the Protocol No. 1 to this Agreement on Maritime port facilities.

#### SECTION 5. TRANSIT ROUTES AND FACILITIES

##### Article 6 •

The transit routes and other ancillary facilities used for traffic in transit shall be specified in the Protocol No. 2 to this Agreement on transit routes and facilities; transit routes for the purpose of Customs control shall be specified in the Protocol No. 3 to this Agreement on Customs control.

##### Article 7 •

The Contracting Parties, with a view to facilitating the operation of traffic in transit, shall provide and maintain stop over facilities which shall include storage buildings, loading, unloading and other ancillary facilities, commensurate with the nature and volume of traffic, at places and under conditions specified in the Protocol No. 2 to this Agreement on Transit routes and facilities.

##### Article 8 •

The Contracting Parties shall take all measures necessary for the safety of traffic in transit, along transit routes specified in the Protocol No. 2 to this Agreement on transit routes and facilities.

#### SECTION 6. FRONTIER FACILITIES AND SERVICES

##### Article 9

The Contracting Parties shall provide adequate facilities and take appropriate measures to ensure the clearance of traffic in transit in the shortest time possible at their respective designated frontier points.

##### Article 10

To ensure the smooth and expeditious movement of traffic in transit, the Contracting Parties undertake to:

- (a) Establish posts at designated frontier points with control areas which are physically adjacent and arranged in such a way that means of transport and goods can be examined at the same place, so that repeated unloading and reloading may be avoided;
- (b) Ascertain that adequate manpower resources are made available for the speedy completion and clearance of frontier formalities, such as immigration, Customs, health and exchange controls;
- (c) Provide warehousing facilities for the storage of goods in Customs bond;
- (d) Co-ordinate the working hours of adjacent frontier posts;
- (e) Provide adequate and secure parking space for containers and for trucks and other vehicles awaiting clearance; and
- (f) Provide and maintain rapid and reliable mail and telecommunication services.

#### SECTION 7. CUSTOMS CONTROL

##### Article 11

The Contracting Parties shall limit the Customs control of means of transport and of goods passing through their territories in transit to the minimum required to ensure compliance with the laws and regulations which the Customs are responsible for enforcing.

#### Article 12 •

The Contracting Parties shall facilitate joint Customs inspection of traffic in transit at their designated frontier points where deemed necessary.

#### Article 13

For the purpose of Customs control, the Contracting Parties undertake to implement the provisions specified in the Protocol No. 3 to this Agreement on Customs control.

### SECTION 8. DOCUMENTATION AND PROCEDURES •

#### Article 14

1. The Contracting Parties recognise that documentation and procedures represent important cost and time elements affecting the efficiency of transit operations and agree to keep these costs and delays to a minimum.

2. The Contracting Parties therefore undertake

- (a) To limit the number of documents and reduce to the extent possible procedures and formalities required for their traffic in transit;
- (b) To align their documents to the United Nations Layout Key for Trade Documents;
- (c) To harmonize, as far as possible, commodity codes and descriptions with those commonly used in international trade;
- (d) To review periodically the need for and usefulness of all documents and procedures prescribed for traffic in transit; and
- (e) To eliminate any documents and formal requirements which are agreed to be considered superfluous or not serving any particular purpose.

#### Article 15

The Contracting Parties undertake

- (a) To consider the combining of procedures and documents into multiple functions so that transit carriers will not be subjected

unnecessarily to repeated procedures and duplicated documentary requirements.

- (b) To organize a focal point for co-ordination of information needed for cargo handling, port and terminal clearance and onward transport and for the dissemination of such information to the parties concerned, in order to avoid bottlenecks in the transport chain due to unduly delayed documentation.

#### Article 16

The Contracting Parties shall give due advance notice to the other Contracting Parties of any additional requirement or modification in prescribed documentation and procedures to be introduced in regard to traffic in transit.

#### Article 17

The documentation and procedures to be applied by the Contracting Parties in the implementation of this Agreement shall be specified in the Protocol No. 4 to this Agreement on Documentation and procedures.

### SECTION 9. TRANSPORT

#### Article 18 •

Each Contracting Party shall allow the use of means of transport registered in another Contracting Party, for traffic in transit on its territory, and shall allow the transit carriers to select the mode and means of transport to be used in such traffic.

#### Article 19

Unless specific permission has been obtained from the Contracting Party concerned, means of transport registered in one Contracting Party shall be prohibited from carrying passengers and goods in internal transport within the territory of another Contracting Party.

#### Article 20 •

Each Contracting Party shall permit means of transport of another Contracting Party to remain on its territory until such time as they can be brought out of the country,

taking into account all the circumstances of the transport operation for which they are used.

#### Article 21

The Contracting Parties shall review the technical requirements regarding means of transport used in traffic in transit with a view to the harmonization and establishment of common standards regarding vehicle dimensions, maximum weights and loads, and related matters.

#### Article 22 •

If the Contracting Parties deem it necessary, they may from time to time agree on the number of road vehicles that may be used in traffic in transit on their territories.

#### Article 23

Where special Road Transport Permits are prescribed as a condition for using a road vehicle in traffic in transit, such permits shall be issued for a period of not less than one year.

#### Article 24 •

Each Contracting Party agrees that means of transport of any other Contracting Party shall be entitled to the provision of fuel and lubricants, necessary for their operation of traffic in transit on their territories, on the same conditions as apply to national means of transport.

#### Article 25 •

The Contracting Parties shall grant nationals of other Contracting Parties treatment equal to that of their own nationals in the allocation of services and means of transport for traffic in transit.

#### Article 26 •

The Contracting Parties shall apply to the means of transport of the other Contracting Parties the same charges and other financial obligations as those applied to their national means of transport.

#### Article 27

The Contracting Parties agree, in case of natural calamities, to make every effort in order

to ensure a speedy and unimpeded flow of relief consignments through their territories.

#### Article 28

The Contracting Parties shall grant permission to transport companies carrying out traffic in transit on their territories to establish offices for the purpose of operating such traffic.

#### Article 29

The Contracting Parties shall take the steps necessary for the insurance of their means of transport to cover third party liability incurred in the course of traffic in transit, in compliance with laws and regulations in force in the country of transit and in accordance with the provisions specified in the Protocol No. 9 to this Agreement on Third party motor vehicle insurance.

#### Article 30

For the operation of traffic in transit by specific modes of transport, the Contracting Parties shall apply the provisions specified in Protocol No. 5 to this Agreement on Transport by rail of goods in transit and in Protocol No. 6 to this Agreement on Transport by road of goods in transit.

#### Article 31

Dangerous goods carried in transit through the territories of the Contracting Parties shall be handled in accordance with the provisions specified in the Protocol No 7 to this Agreement on Handling of dangerous goods.

### SECTION 10. FACILITIES FOR TRANSIT EMPLOYEES

#### Article 32

The Contracting Parties shall grant to persons engaged in traffic in transit who are subject to visa requirements, multiple entry visas for periods determined in relation to the expected duration of their employment.

#### Article 33

The Contracting Parties shall grant permits to work on their territory to nationals of other Contracting Parties employed for the

purpose of transit operations, on the terms and conditions specified in the Protocol No 8 to this Agreement on Facilities for transit agencies and employees.

#### Article 34

The Contracting Parties shall recognize driving permits issued by other Contracting Parties which are valid for the category of vehicle used for traffic in transit.

### SECTION 11. RATES, CHARGES AND PAYMENT ARRANGEMENTS •

#### Article 35

No duties, taxes, or charges of any kind, whether national, provincial or municipal and regardless of their designations and purposes, shall be levied on traffic in transit, except charges for administrative expenses entailed for traffic in transit, and charges which are generally applicable for traffic in the territories of the Contracting Parties, such as charges levied on the use of toll roads, bridges, tunnels and ferries, warehousing and parking fees, or other similar charges, and sales taxes imposed on the cost of services rendered and on purchases made during the voyage.

#### Article 36

The Contracting Parties agree that any charges, expenses or financial obligations incurred in regard to means of transport and labour used for transit operations, or administrative expenses entailed or actual cost of services rendered, should be calculated on the same basis as for similar domestic transport operations.

### SECTION 12. APPLICATION OF THE PROVISIONS OF THE AGREEMENT

#### Article 37

The Contracting Parties agree to establish, within six months of the entry into force of this Agreement, an authority for the co-ordination of transit transport in the Northern Corridor to be known as the "Transit Transport Co-ordination Authority" (TTCA), with mandate, composition and functions as set out in the Annex to this Agreement.

#### Article 38

Decisions taken by the Transit Transport Co-ordination Authority regarding the application of this Agreement, shall be binding on the Contracting Parties. However, any proposal of the Authority which would necessitate amendment of the provisions of this Agreement, its Annex and Protocols shall be implemented only after having been approved through the amendment procedure established for that purpose in this Agreement. The Contracting Parties shall have the right to invite beside the regular members of the Transit Transport Co-ordination Authority - experts to participate in the consideration of particular matters brought before the Authority. The Contracting Parties shall inform the other Contracting Parties of the procedures established in their countries for the approval of amendments proposed by the Authority.

#### Article 39

The Transit Transport Co-ordination Authority reports on its recommendations and findings to the Contracting Parties after each session.

### SECTION 13. SETTLEMENT OF DISPUTES •

#### Article 40

Any dispute, controversy or claim between the Contracting Parties arising out of or relating to this Agreement and its Protocols, or the breach, termination or invalidity thereof which cannot be settled by consultation between them shall be referred to the Transit Transport Co-ordination Authority by any of the Contracting Parties.

#### Article 41

1. Any such dispute, controversy or claim which is not settled through consultation or through the intermediary of the Transit Transport Co-ordination Authority shall, at the request of any Contracting Party involved, be settled by arbitration and shall be referred accordingly to one or more arbitrators selected by agreement between the Contracting Parties. If the Contracting Parties fail to agree on the designation of an arbitrator, or arbitrators, within a period of three months from the date

of the request for arbitration, any of the Contracting Parties may request a council of the Ministers of Transport of the Contracting Parties to nominate a single arbitrator who shall not be a national of any of the Contracting Parties and to whom the dispute shall be referred for decision.

2. If any of the Contracting Parties fails to attend the council of Ministers as provided in the first paragraph of this Article, or if the council of Ministers fails to agree on the appointment of an arbitrator, any of the Contracting Parties may request the Regional centre for commercial arbitration in Cairo to appoint a single arbitrator who shall not be a national of any of the Contracting Parties and to whom the dispute shall be referred for decision in accordance with the rules of arbitration of the United Nations Commission on International Trade Law (UNCITRAL).

#### Article 42

The decision of the arbitrator, or arbitrators, appointed under Article 41 shall be final and binding on the Contracting Parties concerned.

#### Article 43

The arbitrator, or arbitrators, shall notify all the Contracting Parties of the existence and nature of the dispute and of the general terms of the settlement; the notifications, in English and French, shall be sent within a period of one month after the award has been pronounced.

#### Article 44

The cost of arbitration shall be borne in equal part by the Contracting Parties concerned. The arbitrator, or arbitrators, may decide that a higher proportion, or the total cost shall be borne by one of the Parties and this award shall be binding on the Contracting Parties concerned.

### SECTION 14. MISCELLANEOUS •

#### Article 45 •

Nothing in this Agreement, its Annex and Protocols shall prevent the Contracting Parties from fulfilling their obligations under any international convention to which they have become parties either before or after the entry into force of this Agreement.

#### Article 46 •

The provisions of this Agreement and its Protocols shall not preclude the application of any controls provided for in national legislation or any measures necessary on the grounds of public safety and national security, or for the application of health, veterinary and phytopathological regulations.

#### Article 47 •

The Contracting Parties recognize that, for any punishable act or offence committed in the course of a transit operation, the laws and regulations of the Contracting Party on whose territory such an act or offence is committed shall apply.

#### Article 48 •

Nothing shall prevent a Contracting Party from granting facilities greater than those provided for in this Agreement and its Protocols, and each Contracting Party is recommended to grant such greater facilities as extensively as possible.

#### Article 49 •

The Contracting Parties undertake to inform the other Contracting Parties of any circumstances or measures introduced in application of the Articles 45 to 48 above which are relevant for the application of this Agreement, its Annex and Protocols.

### SECTION 15. FINAL PROVISIONS

#### Article 50

This Agreement and all instruments of Definitive Signature, Ratification or Accession shall be deposited with the Executive Secretary of the United Nations Economic Commission for Africa.

#### Article 51

1. The depositary shall:
  - (a) Receive and keep custody of the original text of this Agreement;
  - (b) Prepare certified copies of the original text of this Agreement and transmit

them to the Parties and to the States entitled to become Parties to this Agreement;

- (c) Receive any signatures to this Agreement and receive and keep custody of any instruments, notifications and communications relating to it;
- (d) Examine whether the signature or any instrument, notification or communications relating to this Agreement is in due and proper form and, if need be, bring the matter to the attention of the State in question;
- (e) Inform the Parties and the States entitled to become Parties to this Agreement of acts, notifications and communications relating to this Agreement;
- (f) Inform the States entitled to become Parties to this Agreement when the signatures or the instruments of ratification, acceptance, approval or accession required for the entry into force of this Agreement have been received or deposited;
- (g) Register this Agreement with the Secretariat of the United Nations.

2. In the event of any difference appearing between a State and the depositary as to the performance of the latter's functions, the depositary or that State shall bring the question to the attention of the signatory States and the Contracting Parties or, where appropriate, to the Transit Transport Co-ordination Authority.

#### Article 52

1. The governments of Burundi, Kenya, Rwanda and Uganda shall become Contracting Parties to this Agreement under one of the following procedures:

- (a) Signature not subject to ratification, acceptance or approval (definitive signature); or
- (b) Signature subject to and followed by ratification, acceptance or approval.

2. Instruments of ratification, acceptance, or approval shall be deposited with the depositary.

#### Article 53 •

1. Any State using the Northern Corridor for traffic in transit may become a Contracting Party to this Agreement by acceding thereto

after its entry into force. The application shall be submitted to the Transit Transport Co-ordination Authority and shall be circulated among the Contracting Parties for approval.

2. Accession shall take effect on the thirty first day after the deposit of the instrument of accession with the depositary unless a later date is specified therein.

#### Article 54

This Agreement shall enter into force on the thirty-first day after the requirements of Article 52 have been fulfilled by the Governments of Burundi, Kenya, Rwanda and Uganda.

#### Article 55 •

1. Each Contracting Party may propose amendments to this Agreement through the Transit Transport Co-ordination Authority; the Transit Transport Co-ordination Authority may also initiate amendments on its own. The proposed amendments shall be considered within the Transit Transport Co-ordination Authority, which shall communicate agreed amendments to the Contracting Parties.

2. If each of the Contracting Parties notifies its acceptance of the amendment, the said amendment shall enter into force on the date of the receipt by the Transit Transport Co-ordination Authority of the last such notification of acceptance.

3. If one or more Contracting Parties fail to notify their formal acceptance without notifying any objection to the proposed amendment within a period of six months, the amendment is considered as adopted.

4. The Transit Transport Co-ordination Authority shall notify the adoption of the amendments to the depositary who shall inform the Contracting Parties thereof.

#### Article 56 •

1. Independently of the amendment procedure laid down in Article 55 of this Agreement, the Transit Transport Co-ordination Authority shall have the power to amend its Annex and its Protocols. The text of any amendment so decided upon shall be communicated to the Contracting Parties by the Transit Transport Co-ordination Authority.

2. If no Contracting Party objects within a period of sixty days, the amendment will become effective on the sixty-first day after the

communication thereof to the Contracting Parties.

3. The Transit Transport Co-ordination Authority shall notify the adoption of the amendments to the depositary and the Contracting Parties.

#### Article 57

Any State acceding to this Agreement in accordance with the provisions of Article 53 above shall be deemed to have accepted any amendments to this Agreement.

#### Article 58

1. The Annex and Protocols referred to in this Agreement shall form an integral part of it.

2. The Contracting Parties may adopt further Protocols to this Agreement.

3. Such Annex and Protocols shall enter into force on the thirty-first day after the receipt by the Transit Transport Co-ordination Authority of the notification of the adoption from all the Contracting Parties.

#### Article 59

From the date of its entry into force this Agreement shall replace any previous transit treaty or agreement concluded between the Contracting Parties.

#### Article 60

1. This Agreement, its Annex and its Protocols shall remain in force for a period of ten years from the date of entry into force of this Agreement, unless extended under paragraph 2 or terminated earlier under paragraph 3 of this Article.

2. The Contracting Parties may agree to extend this Agreement for a period of ten years.

3. The Contracting Parties may at any time agree to terminate this Agreement with effect from such date and subject to such conditions as they may determine.

#### Article 61 •

Upon their entry into force, this Agreement, its Annex and Protocols and any amendments thereto shall be registered with the United Nations in accordance with Article 102 of the Charter.

**IN WITNESS WHEREOF** the undersigned, duly authorized by their respective Governments, have signed this Agreement.

**DONE** in duplicate in the English and French languages at Bujumbura, on 19 February 1985, the texts in both languages being equally authentic.

**For the Government of the Republic of Burundi**

*Rémy Nkengurutse*

**For the Government of the Republic of Kenya**

*Arthur Magugu*

**For the Government of the Rwandese Republic**

*André Ntagérura*

**For the Government of the Republic of Uganda**

*Yosamu Mugenyi*

## DECLARATION

(Bujumbura)

The Contracting States, at the time of signing the Northern Corridor Transit Agreement, accept the following Protocols:

- Protocol on Transit routes and facilities,
- Protocol on Customs control,
- Protocol on Documentation and procedures,
- Protocol on Handling of dangerous goods.

The Contracting States, further undertake to negotiate with a view to accepting other Protocols envisaged in the Northern Corridor Transit Agreement and intended to form an integral part of this Agreement.

**IN WITNESS WHEREOF** the undersigned, duly authorized by their respective Governments, have signed the present Declaration.

**For the Government of the Republic of Burundi**

*Rémy Nkengurutse*

**For the Government of the Republic of Kenya**

*Arthur Maguwa*

**For the Government of the Rwandese Republic**

*André Ntagérura*

**For the Government of the Republic of Uganda**

*Yosamu Mugenyi*

## DECLARATION

(Nairobi)

The Contracting States, having on 19 February 1985 signed the Northern Corridor Transit Agreement and accepted four protocols as integral parts of that Agreement, hereby accept the Annex and the following Protocols envisaged in the Agreement:

- Annex regarding the Transit Transport Co-ordination Authority,
- Protocol on Maritime port facilities,
- Protocol on Transport by rail of goods in transit,
- Protocol on Transport by road of goods in transit,
- Protocol on Facilities for transit agencies and employees,
- Protocol on Third party motor vehicle insurance.

**IN WITNESS WHEREOF** the undersigned, duly authorized by their respective Governments, have signed the present Declaration.

**DONE** in duplicate in the English and French languages at Nairobi, on 8 November 1985, the texts in both languages being equally authentic.

**For the Government of the Republic of Burundi**

*Rémy Nkengurutse*

**For the Government of the Republic of Kenya**

*Arthur Magugu*

**For the Government of the Rwandese Republic**

*André Ntagérura*

**For the Government of the Republic of Uganda**

*Edward L. Athiyo*

## DECLARATION

(Kigali)

The Contracting States, having accepted the accession of the Republic of Zaïre to the Northern Corridor Transit Agreement, adopt the Act Concerning the conditions of accession and adjustments of the Northern Corridor Transit Agreement which shall take effect on the thirty first day after the deposit of the Act with the depository.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments and Executive Council, have signed this Declaration.

DONE in duplicate in the English and French languages at Kigali, on 8 May 1987, the texts in both languages being equally authentic.

**For the Government of the Republic of Burundi**

*Rémy Nkengurutse*

**For the Government of the Republic of Kenya**

*Arthur Magugu*

**For the Government of the Rwandese Republic**

*André Ntagérura*

**For the Government of the Republic of Uganda**

*A. M. Kirunda-Kivejinja*

**For the Executive Council of the Republic of Zaïre**

*Mulamba Musambayi*

## Preambular Paragraphs

In the Preamble, the official names of the Contracting Parties are given, in alphabetic order, as they appear in the United Nations Terminology Bulletin. Elsewhere in the text of the Agreement and the Protocols, short names of the Contracting Parties are listed in alphabetical order as follows: Burundi, Kenya, Rwanda, Uganda, Zaire; in certain places the geographical order counted from the sea coast is used: Kenya, Uganda, Rwanda, Burundi, Zaire.

The Heads of State of Burundi, Kenya, Rwanda and Uganda have signed the "Treaty for the establishment of the Preferential Trade Area for Eastern and Southern African States" (hereafter referred to as the PTA Treaty). Explicit reference to the Treaty is made in the Preamble, in order to make it clear that the PTA Treaty has been taken into account in drafting the Agreement.

Moreover, at the PTA Summit Meeting held in Harare, Zimbabwe, in December 1983 it was recommended that all PTA Member States should accede to the Nairobi "Convention on Mutual Administrative Assistance for the Prevention, Investigation and Repression of Customs Offences", 1977; the Convention has since been ratified by Kenya. Reference to the Nairobi Convention has also been added in the preamble because of its significance for the enforcement of Customs legislation.

Certain principles and ways of expression have been widely accepted within the international community and many States are parties to international conventions and agreements where such principles and wordings are reflected. The explanatory notes of the present Agreement, in several places, make reference to such international instruments. It is common practice to refer to internationally recognized instruments, as a matter of reference and whether or not all contracting parties are parties to all the instruments referred to. This provides a reassurance that such instruments have not been neglected or contradicted, which may be helpful for contracting parties which at some future stage may consider acceding to them.

In principle, sovereign States are free to accept any provisions and any wordings they wish. In the present case, if one of the States concerned cannot accept that the reference is maintained, and if the other countries do not wish to have it removed, that State can make a reservation when acceding to the Agreement, stating that it is not party to the Conventions referred to.

## SECTION 1

### Article 1

The purpose of the text in the first paragraph of Article 1 is only to underline in general terms that the main purpose of the Agreement is to promote the use of the Northern Corridor for traffic in transit.

The expression "all possible facilities" in the second paragraph includes its own limitations: granting of facilities can only be expected within the technical capabilities of the Contracting Parties.

## SECTION 2

### Article 2

The definitions given in this Section apply generally to the Agreement and its Protocols. They are either quoted from other Conventions and instruments, or have been prepared specifically for the present Agreement. Some terms relevant only for a particular Protocol have been defined in the Protocol concerned.

## SECTION 3

### Article 3

The international community does not recognize any absolute extra-territorial right of a country in any part of the sovereign domains of other countries, hence it does not regard right of transit as an unconditional right but as a right governed by terms and conditions on which the Contracting Parties may agree. Explicit reference to agreements on the application of the right of transit in the framework of this Agreement can be found i.a. in Article 6.

It should be noted that Article 19, para. 2 of the PTA Treaty states that "Each Member State shall grant freedom of transit of goods proceeding to or from another Member State indirectly through that territory in accordance with the provisions of the Protocol on transit trade and facilities annexed to this treaty as Annex V." Article 2, para. 1 of the above Protocol provides that "Member States undertake to grant all transitors and transit traffic freedom to traverse their respective

territories by any means of transport suitable for that purpose when coming from:

- (a) or bound for other Member States; or
- (b) third countries and bound for other Member States; or
- (c) other Member States and bound for third countries."

These provisions of the PTA grant those Northern Corridor States which are PTA signatories the right of transit on the territories of each other.

#### Article 4

This Article, excluding goods originating in South Africa from the benefit of the transit facilities and privileges provided for in this Agreement, reflects similar provisions in Article 19, para. 3 of the PTA Treaty.

### SECTION 5

#### Article 6

The reason for including provisions on transit routes in two places in this Agreement is that such provisions may be justified both in order to direct traffic in transit along routes which are capable of carrying such traffic (or to avoid routes which are not), and in order to channel such traffic to routes where Customs control can be exercised. All routes satisfying the first criterion may not be acceptable under the second.

According to Article 2 of the Convention and Statute on the Freedom of Transit (Barcelona, 1921), the Contracting Parties undertake to facilitate free transit on routes adequate for international transit. Determining factors in exercising the right to transit freely may include: volume of traffic, distances, available facilities along the routes, dimensions and technical standards of vehicles, technical capacity of the communication network, and the nature of the goods transported.

Article 2.(1) of the Convention on transit trade of Land-locked States (New York, 1965), reaffirms this principle and specifies that the selection of transit routes must be made in agreement between the transit State and the beneficiary State.

### Article 8

The safeguarding of public security is an obligation for each Contracting Party, which is responsible for ensuring security of transport in transit on its own territory (Recommendation F, Mombasa meeting).

### SECTION 6

The purpose of this Section is to specify the measures that will have to be taken in the future to allow rapid transport of goods in transit.

It is understood that all the obligations under this Agreement cannot be implemented immediately and that sufficient time has to be allowed, particularly for such measures which involve additional financing. It is a matter for the TTCA to set a time-table for implementation, on the basis of agreed priorities, technological and financial resources available, and other economic, administrative and technical factors involved.

Certain control procedures at border crossing points constitute major bottlenecks for the carriage of goods. In order to reduce the delays at these points, Customs administrations should try to avoid double checking of the vehicles and of their loads by proceeding, to the extent possible, towards joint control; this may also reduce the extent of damage caused to the goods by unnecessarily repeated handling.

### SECTION 7

#### Article 12

This Article aims at providing a legal basis in cases when the Customs services from two countries operate jointly at a frontier post, perhaps housed in the same building. Such arrangements have been proposed along the Northern Corridor; at the Mombasa meeting, it was recommended (recommendations I and V) that, where no adjacent border posts exist, each Contracting Party shall authorize the Customs officers of the other Contracting Party to execute Customs control on its territory, jointly with its own officers, or successively. It was stated at the Bujumbura meeting that, despite the fact that the RCTD transit system will reduce the need for joint inspection of road vehicles, the building of Custom houses for joint use was delayed only because of financial constraints.

Once common Customs frontier posts have been established, it follows that Customs officials from one country will execute the law of that country on the territory of the country where the joint building is located. If it is found, for instance, that a seal affixed in Mombasa has been tampered with during the passage through Uganda, and if the Ugandan Customs officer checking the seals is working at a border post physically located on the Rwandan side of the border, then his presence and operation on Rwandese soil would have to be legally justified, particularly if legal action is to be taken in Uganda against the offender.

## SECTION 8

During the Mombasa meeting, the Northern Corridor States undertook to eliminate or reduce administrative procedures that restrain the free and efficient movement of goods in transit in the Northern Corridor. They stated that they were "convinced that the elimination of these constraints constitutes the basis for not only promoting the trade flows and economic activities of the region, but also for an adequate utilization and strengthening of the existing infrastructures system".

Too many documents and cumbersome administrative procedures delay the movement of goods in international trade. Those delays may be substantially reduced by adopting simplified procedures and documents aligned to the United Nations Layout Key for trade documents. Alignment of forms allows for subsequent introduction of simplified methods of document preparation (one-run methods, etc.). Documentary and procedural reforms must be undertaken step by step and it is necessary to ensure the required follow-up on such improvements by making appropriate arrangements for technical and administrative support (national facilitation bodies).

## SECTION 9

### Article 18

In Annex V to the PTA Treaty, Protocol on transit trade and transit facilities, Article 2, para. 4, it is stated: "For the purpose of this Protocol, the Member States undertake to ensure that there shall be no discrimination in the treatment of persons, mail, merchandise and *means of transport* coming from or bound to the Member States, and that rates and tariffs for the use of their facilities by other Member

States shall not be less favourable than those accorded to their own traffic."

This provision of the PTA gives transit carriers the right to select the particular vehicles they wish to use in transit traffic, whether they are registered in the country of departure or in any other Northern Corridor State, or indeed in any other country, subject of course to the holding of proper permits where these are prescribed and to any other condition stipulated elsewhere in the Agreement. In principle, the provision also offers freedom to choose between *modes* of transport, i.e. between rail and road.

### Article 20

To ensure good conditions for traffic in transit, transit countries should permit means of transport used for transit operations to remain in their territories during a period of time sufficient for contingencies arising, such as delays when loading and unloading or when forming a convoy under escort, breakdowns, etc. The provisions of Article 20 are not intended to give drivers excuse to extend the duration of their passage, but to protect transit operators against complications and extra cost due to events they cannot control. Nevertheless, such provision does not prevent the imposition of fines or charges on unjustified and abusive delays.

### Article 22

In order to enable the countries concerned to adapt the traffic load to the capacity of their transit roads, vehicles admitted in transit on the territory of a transit country are often limited to a certain number fixed in advance for a given period.

Any such provision is meant to help the Northern Corridor countries to keep the traffic in transit at a level related to the capacity of their road infrastructure.

### Article 24

This provision is supported in principle in PTA, Annex V Protocol on transit trade and facilities, Article 2, para. 4, which states that "the Member States undertake to ensure that there shall be no discrimination in the treatment of... *means of transport* coming from or bound to the Member States, and that *rates and tariffs for the use of their facilities by other Member States shall not be less favourable than those accorded to their own traffic.*"

## Article 25

The intention of this provision is to ensure that means of transport of other Contracting Parties will be granted treatment equal to domestic means of transport. This measure has support in principle in PTA, Annex V, Protocol on transit trade and facilities, Article 2, para. 4, which states that "For the purpose of this Protocol, the Member States undertake to ensure that there shall be no discrimination in the treatment of persons, mail, merchandise and *means of transport* coming from or bound to the Member States", and in PTA Annex VII, Protocol on transport and communications, Article 3, para. m) and o) stating, respectively, that the Member States shall "ensure that common carriers from other Member States have the same opportunities and facilities as common carriers in their territories in the undertaking of inter-State transport operations;" and shall "ensure that the treatment of motor transport operators engaged in inter-State transport within the Preferential Trade Area from other Member States is not less favourable than that accorded to the operators of similar transport from their own territories." Article 25 of the NCTA aims at expressing the spirit of such provisions of the PTA which grant facilities, opportunities and treatment to road carriers on equal basis with the nationals of other PTA Member States.

## Article 26

This Article has support in PTA, Annex V, Protocol on transit trade and facilities, which in article 2, para. 4 states that "For the purpose of this Protocol, the Member States undertake to ensure that there shall be no discrimination in the treatment of persons, mail, merchandise and means of transport coming from or bound to the Member States, and that *rates and tariffs for the use of their facilities by other Member States shall not be less favourable than those accorded to their own traffic.*" The charges and other financial obligations referred to here are specified in Article 35.

## SECTION 11

Relevant international conventions entitle transit countries to charge expenses actually incurred for services and facilities provided to transit operations. Such expenses are of two categories:

1. Administrative expenses, and charges for control of traffic and safeguarding of public order, incumbent on the transit State on its own territory. International law recognizes that such charges can be levied on transit transport, but that the rate to be applied must be calculated on the same basis as the one applied to national traffic and must correspond, to the extent possible, with the expenses actually incurred by the transit State.

These principles are expressed in Article 3 of the Convention and Statute on the Freedom of Transit (Barcelona, 1921), Article 7 of the Convention on the regime of international navigable waterways (Barcelona, 1922), Article 5 of the General Agreement on Tariffs and Trade (1948), Article 23 of the Havana Charter (1948), and Article 3 of the Convention on Transit Trade of Land-locked States (New York, 1965).

2. Rent (dues, taxes) covering the costs of services and facilities used for traffic in transit, such as means of transport, piloting, use of warehouses, etc.

International law recognizes the right for the transit State to perceive taxes for services and facilities, with the condition that the tariffs are reasonable as to rates and the method for application of such rates. This is stated in Article 4 of the Convention and Statute on the Freedom of Transit (Barcelona, 1921), Article 5 of the General Agreement on Tariffs and Trade (1948), and Article 4 of the Convention on Transit Trade of Land-locked States (New York, 1965). The rate of those taxes must be fixed on an equity basis, if possible, through negotiation between the Contracting Parties. Nevertheless the transit State preserves the right to readjust those tariffs according to the variations of real costs of services and facilities, after informing the countries concerned on the need for such a readjustment and taking into account their observations.

## SECTION 12

The official minutes of the meetings held in Mombasa, Nairobi and Kampala expressed a common need for a permanent body to handle the Northern Corridor transport system. As there had been no proposals for any distinctive name for the body, the term "Permanent Steering Committee" was initially used.

It was agreed to adopt a more distinctive name, "*Transit Transport Co-ordination Authority*" (TTCA), and that TTCA should be formally created through the adoption of the Agreement itself, rather than be in existence before that event. This is reflected in Article 37.

### SECTION 13

The basis for the settlement of any dispute is the common will of the parties concerned to reach an agreement which - in a spirit of compromise - takes into account the interests of each of them.

Arbitration clauses should provide the various procedural steps required to ensure that the Contracting Parties can benefit from arbitration, even if one of them is unwilling, as follows:

The *first step* is for the parties to try to solve the dispute by consultation or discussion between them. This step may include any kind of informal or formal meetings of the authorities concerned with the issue under dispute; to be convened either within the framework of the TTCA, or outside. This step is covered by Article 40 of the Agreement.

If the first step does not solve the dispute, the *second step* will be to submit the dispute to arbitration. The Contracting Parties involved should agree on the appointment of one or more arbitrators and on the place for arbitration.

If they cannot agree on the appointment of arbitrators and on the place for arbitration any Contracting Party is entitled to request that a council of the Ministers of Transport of the Contracting Parties settles these matters. If the council of Ministers fails to agree, any Contracting Party can require that arbitrators be nominated by an appointing authority, previously agreed upon between them and external to the dispute. This *third step* provides arbitration to the parties even if one of them is reluctant and tries to delay the appointment of arbitrators.

In Article 41, paragraph 3, the regional centre for commercial arbitration in Cairo, belonging to the Asian/African Legal Consultative Committee (AALCC), is designated as the appointing authority. The AALCC has been proposed for this function as it is competent to deal with arbitration matters and as it has been ascertained that it would be prepared to accept

this assignment and that the centre has been established in order to respond to any demand for international arbitration even if not previously informed by the Parties of their intention to refer to it. *As a matter of courtesy, however, the AALCC should be informed of this intention at the time of the entry into force of the NCTA.*

### SECTION 14

This Section contains provisions which are normally present in any Agreement of this kind, and which aim at clarifying the relationship of the Contracting Parties under this Agreement and under other international agreements to which they may have become parties, and that the interpretation of the provisions of the NCTA must be in conformity with the principles recognized in international law.

#### Article 45

Although not firmly established in international law, a practice has emerged that international conventions and multilateral agreements take precedence over any bilateral agreement. The purpose of Article 45 is to make it clear that Contracting Parties which accede to International Conventions (e.g. the Nairobi Convention) or multilateral agreements of wider application than the present Agreement (e.g. the PTA Treaty) may have to fulfil obligations under these instruments which go further than the provisions of this Agreement. In the case of a "conflict between conventions", the solution will be either to amend this Agreement, or to make reservations to this Agreement, or to the other instrument concerned.

#### Article 46

It is important to make it clear that public safety and national security, and health, veterinary and phytopathological considerations are valid reasons for controls under national legislation.

#### Article 47

The Agreement does not provide for any form of immunity from jurisdiction and execution. Any person benefitting from any kind of immunity, and involved in transit and transport activities, would do so for other reasons, e.g. under normal diplomatic privileges. In the case of abuse, normal procedures for waiving such

immunity would have to be engaged, as provided for in specific bilateral treaties on diplomatic privilege and immunity between the States concerned.

In consequence, there is no need for the Agreement to contain any provision on this particular subject. However, this provision makes it absolutely clear that under all normal circumstances national legislation will prevail in the case of offenses committed in connexion with transit operations.

In this context, it may be relevant to consider the immunity status that some state owned enterprises may enjoy. In this respect, a distinction has to be made between different types of state owned companies. The average state owned company is managed with public funds under the authority of the state concerned, and its aims are considered of public interest. It does not benefit from any immunity from jurisdiction and execution for its actions abroad and is therefore considered as an average private company in any activities out of its national territory.

The second type of State owned enterprise is not only considered by the State as a company of public interest for the nation, but as an emanation of the State. In such a case, the company is not legally distinct from the State and should benefit from the same advantages and privileges as the State it belongs to in its activities abroad.

#### Articles 48 and 49

"Greater facility" and information clauses are common in international agreements; they are, on an empirical basis, a valuable means of improving the practices among the Contracting Parties.

### SECTION 15

#### Article 51

This Article, based on the provisions of the Vienna Convention on the Law of the Treaties, 1969, explains in details how the depositary should administer the Agreement. Such duties

concerning the administration of the Agreement are not directly related with its practical operation.

#### Article 53

The accession clause, which is based on the provisions of the Vienna Convention on the Law of the Treaties, 1969, allows any State using the Northern Corridor and wishing to benefit from the provisions of the Northern Corridor Transit Agreement, to become party to the Agreement and to join the initiating States.

#### Articles 55 and 56

An amendment procedure is required in order to allow the possibility of modifying the Agreement and its Protocols, in the light of experience of its application and in order to reflect legal, administrative and technological developments, etc. As the provisions of the Agreement are intended to be of a certain permanence, and to reflect principles rather than technical details, an amendment procedure is provided in Article 55 which allows a relatively long time for reflection and which obliges the Contracting Parties to formally notify their acceptance of the proposed amendments.

Article 56 provides a somewhat simpler and faster procedure for the amendment of the Annex and the Protocols, allowing amendments of their provisions under a procedure of tacit agreement.

#### Article 61

Registration of the Agreement with the Secretary-General of the United Nations leads to publication in the series of Treaties of the United Nations. Besides indirectly committing the Contracting Parties to apply the Agreement according to the Charter of the United Nations, publication may be useful as a means of making the Agreement known to other States which may be potential parties to similar instruments elsewhere.

## NORTHERN CORRIDOR TRANSIT TRANSPORT CO-ORDINATION AUTHORITY

**Article 1: Establishment of the Authority •**

An authority for co-ordination of transit transport in the Northern Corridor, to be known as the *Transit Transport Co-ordination Authority* (TTCA), is hereby established, in accordance with the provisions of Article 37 of the Northern Corridor Transit Agreement, signed in Bujumbura on 19 February 1985.

**Article 2: Mandate and composition •**

1. The Transit Transport Co-ordination Authority shall be responsible for the achievement of the aims of the Northern Corridor Transit Agreement; in particular, it shall consider matters related to transit transport policy and operational co-ordination of transit traffic.

2. The Transit Transport Co-ordination Authority shall be composed of the Ministers responsible for transport matters in each of the Contracting Parties, assisted by:

- (a) An Executive Board, composed of the Permanent Secretaries of the Ministries responsible for transport matters in each of the Contracting Parties, or their appointed representatives;
- (b) A Permanent Secretariat.

**Article 3: Terms of reference of the Authority •**

1. Matters related to *transit transport policy* in the context of this Agreement, shall be dealt with by the Ministers who shall:

- (a) Study all questions related to co-operation in transit transport matters which the Contracting Parties agree to promote;
- (b) Seek ways of reaching agreement among the Contracting Parties on matters related to the allocation of funds on a regional basis for projects under the Northern Corridor transport system aimed at improving conditions of transit within the territories of the Contracting Parties.

2. The Executive Board, assisted by the Secretariat, shall, as may be required:

- (a) Formulate the general principles and policies governing the Transit Transport Co-ordination Authority;
- (b) Approve rules and regulations governing financial, administrative and other activities of the Transit Transport Co-ordination Authority;
- (c) Ensure the uniform interpretation and application of the Agreement and its Protocols;
- (d) Perform such functions as may be assigned to it in the Agreement and in its Protocols;
- (e) Consider measures aimed at adapting the Agreement to new needs and technological developments;
- (f) Furnish advice to the Contracting Parties;
- (g) Circulate information regarding transit procedures and documentation;
- (h) Co-operate with other international organizations;
- (i) Approve the budget and accounts of the Transit Transport Co-ordination Authority;
- (j) Select external auditors to audit the accounts of the Transit Transport Co-ordination Authority;
- (k) Appoint the senior staff of the Secretariat;
- (l) Generally supervise the activities of the Secretariat.

**Article 4: Meetings of the Authority •**

1. The Transit Transport Co-ordination Authority shall meet once a year.

2. The Executive Board shall meet twice a year.

3. At the request of any Contracting Party, forwarded through the Secretariat, the Transit Transport Co-ordination Authority and the Executive Board may hold extraordinary meetings.

4. The Chairmanship of the Transit Transport Co-ordination Authority and of the Executive Board shall rotate among the members of those bodies on an annual basis.

5. Regular meetings of the Transit Transport Co-ordination Authority shall be held in turn in each of the Contracting Parties. The meetings of the Executive Board shall be held at the Headquarters of the Secretariat. Extraordinary meetings will be held, as may be agreed, in any of the Contracting Parties.

6. Chairmen of both the Transit Transport Co-ordination Authority and the Executive Board shall retain their functions during the inter-sessional periods, until the next Chairmen assume their functions.

7. Each Contracting Party shall bear the cost for the participation of its delegation at regular and extraordinary meetings of the Transit Transport Co-ordination Authority.

#### **Article 5: Decisions by the Authority and the Board •**

1. Decisions by the Transit Transport Co-ordination Authority shall be taken by consensus and shall be binding on the Contracting Parties. If consensus cannot be reached and if a majority opinion cannot be accepted by a Contracting Party, either the Transit Transport Co-ordination Authority, or one of the Contracting Parties may request that the matter be settled through arbitration in accordance with the provisions of Articles 41 to 44 of the Northern Corridor Transit Agreement.

2. Decisions by the Executive Board shall be taken by consensus and shall be binding on the Contracting Parties. If consensus cannot be reached within the Executive Board the matter shall be referred to the Transit Transport Co-ordination Authority for decision.

#### **Article 6: Secretariat**

1. The Secretariat shall assist the Transit Transport Co-ordination Authority in the performance of its functions. It shall be staffed by nationals of the Contracting Parties and shall be located in Kenya.

2. The Secretariat shall be headed by a Transit Transport Co-ordinator who shall be appointed by the Transit Transport Co-ordination Authority and who shall be the principal executive officer of the Transit Transport Co-ordination Authority. The

Transit Transport Co-ordinator shall report to the Executive Board.

#### **Article 7: Responsibilities of the Transit Transport Co-ordinator •**

The Transit Transport Co-ordinator shall, under the direction of the Executive Board, be responsible for conducting the general business of the Transit Transport Co-ordination Authority. In particular, the Transit Transport Co-ordinator shall:

- (a) Monitor the implementation of the decisions taken within the Transit Transport Co-ordination Authority;
- (b) Ensure the function of the Transit Transport Co-ordination Authority as far as the procedures for amendment and for consultation and settlement of disputes are concerned;
- (c) Prepare working papers and reports for all meetings of the Transit Transport Co-ordination Authority and the Executive Board;
- (d) Provide secretarial services to all meetings of the Authority and the Executive Board and any other meetings held in accordance with the provisions of the protocols of the Northern Corridor Transit Agreement;
- (e) Take follow-up action on reports emanating from meetings held in accordance with the provisions of the protocols of the Northern Corridor Transit Agreement;
- (f) Prepare rules and regulations governing financial, administrative and other activities of the Transit Transport Co-ordination Authority and submit them to the Executive Board;
- (g) Prepare annual budgets, accounts and programmes of Activities of the Transit Transport Co-ordination Authority and submit them to the Executive Board;
- (h) Determine the terms and conditions of service, including remunerations, and submit them to the Executive Board for approval;
- (i) Recruit staff for the Secretariat (other than those referred to in Article 3, paragraph 2.k.; and

- (j) Perform any other functions that the Executive Board may delegate or assign to the Transit Transport Co-ordinator.

Secretariat, including the secondment of appropriate staff, provisions of office accomodation, translation of documents, postage and telecommunication costs, etc.

**Article 8: Costs of the Secretariat**

1. The Contracting Parties shall share the costs for the functioning and operation of the

2. The Transit Transport Co-ordination Authority shall make arrangements in order to ensure an uninterrupted flow of funds with the simplest possible administrative procedure.

## EXPLANATORY NOTES TO THE ANNEX

### TRANSIT TRANSPORT CO-ORDINATION AUTHORITY

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#### Article 1

A "Permanent Steering Committee" was created by the Northern Corridor States in August 1981, with the objective to "follow the implementation of the measures that have been discussed at the Mombasa meeting" (minute of the Mombasa meeting, conclusion).

The function of the Permanent Steering Committee, as established at Mombasa, has been carried out through a number of meetings, held in Nairobi in 1982, and at Ministerial level in Kigali in 1983, in Bujumbura and Kampala in 1984 and in Nairobi 1985.

However, for the daily execution of the transit transport policy in the Northern Corridor, according to the spirit and the letter of the Northern Corridor Transit Agreement, a body is needed at a more operational level. For this reason Article 37 of the Northern Corridor Transit Agreement provides for a Transit Transport Co-ordination Authority (TTCA). TTCA is intended to ensure that each Contracting Party applies the provisions of the Agreement and guarantees a uniform interpretation of the Agreement by all of them.

#### Article 2

The TTCA is composed of three organs, acting at different levels:

- (a) The Ministers responsible for transit transport matters in each Contracting Party together constitute the *Authority* in its function as the main policy organ of the NCTA.
- (b) The Permanent Secretaries of the Ministries responsible for transit transport matters in each Contracting Party are members of the *Executive Board*. The Executive Board acts as the administrative and executive organ of the NCTA.
- (c) The TTCA and the Executive Board are assisted by the *Permanent Secretariat* which provides support to meetings and ensures the day-to-day functions between the meetings of the TTCA and the Executive Board, in

the function as the operational organ of the NCTA.

#### Article 3

This Article aims at specifying the respective areas of responsibility of the Authority and the Executive Board.

The TTCA is in charge of the implementation of the Agreement and of its management and this is the reason why matters related to intra-transit policy in the Northern Corridor fall within its competence.

#### Article 4

It was decided at the Mombasa meeting (minutes of the Mombasa meeting, conclusion) that the Permanent Steering Committee would meet twice a year, a rhythm that ensures sufficient opportunity for exchange of views between the Northern Corridor States on matters related to the management of the transit system.

This principle is retained for the meetings of the Executive Board of the TTCA, on the understanding that, if an urgent question arises, a Contracting Party may request the Secretariat to convoke the Authority for a meeting to discuss the problem and decide upon measures to be taken.

At the first Nairobi meeting, the Northern Corridor States expressed the wish that the meetings of the Permanent Steering Committee would be held on the territory of each Contracting Party. That principle also applies to the TTCA and it is suggested that each Contracting Party hosts sessions alternately in the alphabetical order of the names of the member States, preferably on the basis of the official language of each Contracting Party (to avoid the effect of the French spelling of Uganda).

#### Article 5

Although the TTCA in principle decides by consensus, a decision taken by the majority of the Contracting Parties is binding on all the

Contracting Parties provided that it does not prejudice the national interests of the Party in minority. If it is not possible to reach agreement within the Authority, the arbitration procedure may be applied in accordance with Section 13, Settlement of disputes, of the Agreement.

#### Article 6

The Secretariat is provided in order to ensure the continuous function of the TTCA; it is directed by the Transit Transport Co-ordinator.

The Secretariat is in charge of informing the interested parties of the general transit transport policy decided by the TTCA, and to see to its implementation.

As the Secretariat is the exclusive organ in charge of day-to-day operation and management of the Northern Corridor transit system, it is important that it should be permanently located at a place suitable for the execution of its functions.

The liaison between the Secretariat and the Authority is effected through the Transit Transport Co-ordinator, who shall report to the Chairman of the Executive Board. For this purpose Article 4, para. 6 provides that the successive Chairmen of the Executive Board do not relinquish their office until the next Chairman assumes his functions.

#### Article 7

The Transit Transport Co-ordinator is responsible for the execution of all the tasks entrusted to the Secretariat. He will organize the practical day-to-day management of the provisions of the Agreement and its Protocols and he will ensure the application of decisions taken by the Authority.

The Transit Transport Co-ordinator shall be a senior specialist of outstanding competence and experience in the field of transit transport.

#### Article 8

As the services of the Secretariat only benefit the users of the Northern Corridor transit transport system, it is appropriate that it is financially supported by way of a transit co-ordination surcharge levied on the transit traffic. The alternative would be annual contributions over the budgets of the Contracting Parties, which would involve administrative and legislative procedures in each country and which might not assure an unimpeded flow of funds to the Secretariat. The practical modalities and arrangements for the collection of such a surcharge and for regular payment to the Secretariat should be established by the Authority with a minimum of procedures and preferably by inclusion as an element in other charges levied on transit transport.