

ORIGINAL: ENGLISH

NORTHERN CORRIDOR TRANSIT AND TRANSPORT AGREEMENT

Nairobi, Kenya  
6 October, 2007

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NOW THEREFORE, the contracting parties;

ANIMATED by the desire to maintain, further develop and strengthen friendly relations and co operation among themselves;

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

DESIROUS TO ENSURE the smooth and rapid movement of goods and persons originating from or destined to a Contracting Party in transit through the territories of other Contracting Parties as well as the smooth and rapid movement of goods and persons between their respective territories;

RECALLING) the Treaty establishing the African Economic Community (Abuja 1991) and the Treaty establishing the Common Market for Eastern and Southern Africa (Kampala, 1993) to which all Contracting Parties have subscribed;

TAKING INTO ACCOUNT the principles formulated and the rules agreed upon in the Agreement establishing the World Trade Organisation (Marrakech, 1994), the customs convention on containers (Geneva, 1972), and the Convention on the simplification and Harmonization of Customs Procedures (Kyoto, 1973);

AWARE of the inter-dependence between the transport sector and all the other sectors of the economy;

FURTHER AWARE that neither government nor private enterprises can singularly assume all risks of investment, maintenance and operation of transport and communications facilities and equipment thus noting that close coordination between the Government and the Private Sector is key to the development of trade and transit facilitation;

ACKNOWLEDGING the importance of developing along the Northern Corridor, an integrated infrastructure and transit system which is economical, safe and environmentally sustainable;

REALISING the development prospects and economic potential of the Contracting Parties of the unexploited resources and the ability to stimulate economic and social growth to alleviate poverty in the corridor;

## NORTHERN CORRIDOR TRANSIT AND TRANSPORT AGREEMENT

### Preamble

The Government of the Republic of Burundi,

The Government of the Democratic Republic of Congo,

The Government of the Republic of Kenya,

The Government of the Republic of Rwanda, and

The Government of the Republic of Uganda

Hereinafter referred to as "Contracting Parties"

WHEREAS the said Governments signed the Northern Corridor Transit Agreement (hereinafter referred to as 'the Agreement') on the 19<sup>th</sup> February 1985 and which became effective on 18 November 1986 following ratification by all member States, and the same Agreement was acceded to by the Government of the Democratic Republic of Congo in 1987;

AND WHEREAS in accordance with Article 60 (1) of the Agreement the Northern Corridor Transit Transport Coordination Authority (NC-TTCA) at its 9<sup>th</sup> Meeting in pursuance of Article 60 (2) of the Agreement extended the said Agreement by another 10 years with effect from 15<sup>th</sup> November 1996 vide decision No. TTCA/A/A/9/96/1 dated 25 October 1996;

AND WHEREAS while extending the lifespan of the Agreement the NC-TTCA called for the review and update of the Agreement, and its Protocols, taking into account new data in the management of Transit Transport originating from within and outside the sub-region;

AND WHEREAS the said Review has been concluded and Contracting Parties are desirous of signing a new Agreement extending the mandate and scope of the current Agreement and renewing the protocols and developing new ones in areas where none existed.

RECOGNISING the existence of alternative corridors and therefore the need to provide an effective, efficient and competitive corridor for the transport of goods and the movement of persons between the sea and their respective countries and within their respective territories.

CONSCIOUS of the need to define mechanisms under which non Contracting Parties, utilising the Northern Corridor, may contribute to the transit facilitation measures put in place under this Agreement;

REITERATING their commitment to developing and maintaining a rational coordinated and mutually beneficial system of transport and communications in the Northern Corridor;

HAVE AGREED as follows:

## SECTION 1 – DEFINITIONS

### Article 1

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

**AGREEMENT:** Means the Northern Corridor Transit and Transport Agreement.

**AUTHORITY:** means the Northern Corridor Coordination Authority.

**BORDER CONTROL SERVICES:** means services of the competent authorities of the Contracting Parties carrying out border controls, such as frontier police, customs services, plant services, as well as any other services as may be deemed necessary.

**CARRIER:** means a legal or natural person who is authorised 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, reward or on own account.

**COMESA:** means the Common Market for Eastern and Southern Africa.

**COMESA YELLOW CARD:** means the Third Party Motor Vehicle Insurance System prescribed under the Protocol to that effect attached to the treaty establishing the Common Market for Eastern and Southern Africa.

**CONTRACTING PARTIES:** means the Republic of Burundi, Democratic Republic of Congo, the Republic of Kenya, the Republic of Rwanda, the Republic of Uganda and any other state which shall accede to this Agreement.

**CORRIDOR:** means the Northern Corridor.

**CORRIDOR STATES:** means countries utilising the Northern Corridor including countries which are not contracting parties.

**DEVELOPMENT CORRIDOR:** means the Special Development Initiative approach to mobilise investment resource for the development of transportation, infrastructure, facilities and services in coordination with other sectors of the economy in the Northern Corridor.

**DOMESTIC TRANSPORT:** means the transport of goods and passengers wholly within the territory of contracting parties.

**DOOR-TO-DOOR CONTAINER SERVICE:** means a service whereby a container is loaded with goods at shipper's premises to be delivered at the consignee's yard, store, or go-down.

**DANGEROUS GOODS:** means substances (including mixtures, gases and solutions), which have potential to cause fire i.e. health, injuries or death or damage to property and the environment.

**FACILITIES:** means infrastructure like buildings or equipment put in place for the purpose of enabling the execution of a specific task in relation with transportation and transit of vehicles, goods and persons.

**FACILITATION:** means procedures or measures put in place to ease the transportation of transit vehicles, goods and persons through the corridor.

**GOODS:** means all personal chattels and includes wares, ores, livestock, merchandise, crops, currencies and other articles offered for transportation.

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**TRANSIT:** means the passage across the territory of a contracting party when such passage is only a portion of a complete journey, terminating beyond the frontier of the contracting party across whose territory the transit takes place.

**TRANSIT ROUTE:** means a land route, or inland waterway designated by a contracting party within its territory for the passage of traffic in transit.

**TRANSIT TRAFFIC EMPLOYEE:** means a person employed by a carrier or other party engaged in transit traffic.

**TRANSIT STATE:** means corridor states through whose territory traffic in transit passes.

**YELLOW CARD:** means the COMESA Yellow Card.

## SECTION 2 – SCOPE AND OBJECTIVES

### Article 2: SCOPE

The scope of the Agreement:

- a) The contracting parties have agreed to collaborate in matters relating to transportation of goods and persons in the Northern Corridor, including but not confined to the following:
  - (i) Maritime Port facilities
  - (ii) Routes and facilities
  - (iii) Customs Control and Operations
  - (iv) Documentation and Procedures
  - (v) Transport of Goods by Rail
  - (vi) Transport of Goods by Road
  - (vii) Inland Waterways Transport of Goods
  - (viii) Transport by Pipeline
  - (ix) Multimodal Transport of Goods
  - (x) Handling of Dangerous Goods
  - (xi) Measures of Facilitation for Transit Agencies, Traders and employees
  - (xii) Development of an Economic Corridor
  
- b) The contracting parties shall conclude such additional protocols as may be necessary.

### Article 3: OBJECTIVES

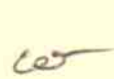
The Objectives of the Agreement shall be:

- a. To facilitate trade, the movement of persons, vehicles and goods in domestic, regional and international transport.
- b. To stimulate economic and social development in the territories of the contracting parties.
- c. To transform the Corridor into a Development Corridor which, in addition to offering safe, fast and competitive transport and transit services that secure regional trade, will stimulate investment, encourage sustainable development and poverty reduction.
- d. To implement strategies for accelerating economic and social growth along the corridor while ensuring environmental sustainability.

### Article 4: OBLIGATIONS OF THE CONTRACTING PARTIES

In order to achieve the objectives set out in Article 2, the contracting parties undertake:

- a. To establish and manage transport and communication systems that are viable, reliable and efficient. Private enterprises shall be eligible to operate and manage such systems.
- b. To implement a policy of non-discriminatory, reciprocity, equal treatment and fair competition towards operators and users of the transport and communications systems.
- c. To co operate in investment planning, development of transport and transit facilities and to jointly seek financing for project execution.
- d. To harmonise their standards and procedures for design, construction, operation and maintenance of transport and transit facilities and equipment.
- e. To take all measures necessary to promote the role of the corridor as a development corridor.
- f. To encourage the private sector to participate in the financing of the construction and maintenance of transport infrastructure and facilities.





- g. To harmonise privatisation policies relating to the management of transport facilities and services.
- h. To facilitate the smooth and rapid movement of persons and goods between their territories and in transit, through the simplification and harmonisation of documentation and procedures relevant to the movement of persons and goods between their territories and in transit through their territories.
- i. To work towards eradication of customs fraud and tax evasion.
- j. To carry out mutual consultations with other contracting parties, prior to effecting any changes in the laws, regulations and procedures concerning the movement of persons, vehicles and goods, except in an emergency.

#### Article 5: FREE MOVEMENT AND THE RIGHT OF TRANSIT

In furtherance of the obligations of the contracting parties contained in Articles 3 and 4 of this Agreement, the contracting parties agree to the following:

- a. To grant to citizens of the respective contracting parties engaged in trade, free movement within their territories and the right of transit through each others territories under the conditions specified in this Agreement and its protocols.
- b. Not to exercise any discrimination with regard to the country of origin or final destination of goods in transit or the country of registration of the means of transport used.
- c. To put in place facilities enabling the free movement and transit of persons, vehicles and goods within and between their territories.

#### SECTION 3 – NORTHERN CORRIDOR CO ORDINATION AUTHORITY

##### Article 6: ESTABLISHMENT OF THE AUTHORITY

For the purpose of exercising jurisdiction over the co ordination and implementation of the corridor activities under this Agreement, the contracting parties agree:

- a. That the existing Northern Corridor Transit Transport Coordination Authority established in accordance with the 1985 Northern Corridor Agreement shall continue to exist and shall be renamed the Northern Corridor Co-ordination Authority.
- b. The Authority herewith established is an international organisation with legal personality with capacity and power to enter into contracts, acquire and dispose

of immovable and movable property, to sue and be sued, and all other legal powers necessary for the proper exercise of its functions.

#### Article 7: ORGANS OF THE AUTHORITY

For the proper carrying out of its functions, the Authority is comprised of the following organs :

- a. The Council of Ministers;
- b. The Executive Committee;
- c. The Specialised Committees;
- d. Public Private Partnership Committee;
- e. The Permanent Secretariat.

#### Article 8: COMPOSITION AND FUNCTIONS OF THE ORGANS OF THE AUTHORITY

##### a. Council of Ministers

The Council of Ministers of the Authority shall be composed of the Ministers responsible for transport matters in each of the contracting parties. Contracting Parties may designate other Ministers responsible for an area having an impact on the matter within the jurisdiction of the Authority under this Agreement to attend Council Meetings. The Council shall carry out the following functions:

- i. be the policy making body of the Authority and its decisions shall be binding on all contracting parties.
- ii. Approve the budget and audited accounts of the Authority
- iii. Joint resource mobilisation and the allocation of funds for regional projects under the Northern Corridor transport system aimed at improving conditions of interstate traffic and of transit within the territories of the contracting parties.
- iv. Through the current Chairman of the Council, report to the heads of State and Government of the Contracting Parties any matter mandated by the Council of Ministers.
- v. Approve the annual work plan of the Authority.

- vi. Appoint the Executive Secretary of the Northern Corridor Co-ordination Authority.

**b. Executive Committee**

The Executive Committee is composed of the Permanent Secretaries or their equivalent who are responsible for transport matters in each of the contracting parties. It shall carry out the following functions:

- i. Initiate the formulation of general principles and policies governing the Authority.
- ii. Approve the financial and administrative rules and regulations of the Authority.
- iii. Ensure that the Agreement and its protocols are uniformly applied among the contracting parties.
- iv. Foster co ordination with other international institutions whose objectives are similar to those of the Northern Corridor or would advance the objectives of the corridor.
- v. Consider the budget and audited accounts of the Authority before presenting them to the Council of Ministers.
- vi. Appoint independent external Auditors to audit the accounts of the Permanent Secretariat.
- vii. Appoint the professional staff of the Permanent Secretariat.
- viii. The Executive Committee shall report to the Council of Ministers.

**c. The Specialised Committees**

The Council of Ministers shall set up specialised /technical committees on the advice of the Executive Committee in addition to the following that already exist:

- (a) Infrastructure Development and Management
- (b) Customs and Transit facilitation

The Specialised Committees shall be composed of organisations and persons from the member States dealing with specialised areas of transport and transit and shall be responsible for implementation of aspects of transit transport operations in their specialized areas and in doing so, the specialized committees shall do the following:

- i. Prepare implementation strategies for corridor operations;
- ii. Report their activities in periodic reports to the Executive Committee through the Permanent Secretariat.
- iii. Advise the Executive Committee on required amendments to this Agreement.

**d. The Public Private Partnership Committee**

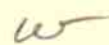
The Public Private Partnership Committee shall be composed of public and private sector persons and organisations dealing with matters of interstate and transit along the corridor and shall carry out the following functions:

- i. Identify existing problems within their areas of operation and to solve them.
- ii. Consolidate their views and put forward recommendations to the Permanent Secretariat for onward submission to the Executive Committee for review and consideration by the council of Ministers.
- iii. Facilitate implementation of decisions of the organs of the Authority.

**e. The Permanent Secretariat**

**1. Appointment and Physical Location**

- i. The Permanent Secretariat is the Authority's Administrative and Management Organ and shall be headed by the Executive Secretary who shall be appointed by the Council of Ministers on such terms as the Council shall determine.
- ii. The number and profiles of staff of the Secretariat as required and the type and content of the tasks to be performed shall be determined by the Executive Committee with the advice of the Executive Secretary. Professional staff shall be recruited by the Executive Committee. Other staff shall be recruited by the Executive Secretary. In either case, the recruitment shall be made in accordance with the Personnel Rules and regulations
- iii. The Headquarters of the Permanent Secretariat shall be in the Republic of Kenya or a territory of any other contracting party that may be decided upon by the Council of Ministers.



- iv. The status of the Permanent Secretariat is established under a Headquarters Agreement between the Host Country and the Permanent Secretariat by which agreement the Permanent secretariat and its senior expatriate staff are accorded diplomatic immunities and privileges.
- v. The diplomatic immunities and privileges accorded to the Senior Expatriate Staff are limited to those immunities and privileges granted to international organisations in line with the provisions of the Vienna Convention.

## 2. Functions of the Permanent Secretariat

The Permanent Secretariat shall carry out the following functions:

- i. Provide technical and analytical support to the Authority's organs in the form of strategy formulation, project identification, analysis of national standards and practices, collection and storage of data and statistics, and of any other task and study that may be assigned to it by the appropriate organs of the Authority in technical, economic, institutional and legal matters.
- ii. Set performance indicators and monitors their implementation, including implementation of the Agreement, and make periodic reports.
- iii. Provide secretarial services to the meetings of the different organs of the Authority including the preparation and distribution of agendas, keep minutes of the meetings, maintain archives, prepare work plans and budgets, keep accounts and prepare financial statements for audit.
- iv. Perform all such tasks as shall be assigned to it by the organs of the Authority.
- v. In exercising its functions the Permanent Secretariat shall be responsible to the Executive Committee.

## 3. Responsibilities of the Executive Secretary

The Executive Secretary shall, under the direction of the Executive Committee, be responsible for conducting the general business of the Authority. In particular, the Executive Secretary shall:

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- a. Monitor the implementation of the decisions taken by the policy organs of the Authority;
- b. Ensure the function of the 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 Authority and 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 agreement and the protocols;
- e. Take follow-up action on reports emanating from meetings held in accordance with the provisions of the agreement and the protocols;
- f. Prepare rules and regulations governing financial, administrative and other activities of the Authority and submit them to the Executive Board;
- g. Prepare annual budget, accounts and programmes of Activities of the Authority and submit them to the Executive Board;
- h. Propose 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 under Section (b) – vii of this Article ; and
- j. Perform any other functions that the Executive Board may delegate or assign to the Executive Secretary.

#### Article 9: MEETINGS OF THE ORGANS OF THE AUTHORITY

The organs of the Authority shall hold meetings as follows:

- a. The Council of Ministers shall meet once a year.
- b. The Executive Committee shall meet twice a year one meeting of which shall be held immediately preceding the meeting of the Council of Ministers.
- c. The Technical/Specialised Committee and the Private Public Private Partnership Committee shall meet at least once a year.
- d. Both the Council of Ministers and the Executive Committee may hold extraordinary meetings.
- e. All meetings ordinary or extraordinary shall be held, as may be agreed, in the territory of any of the contracting parties.

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- f. Chairpersons of the Council of Ministers, the Executive Committee and the other Committees shall retain their functions during inter-session periods, until the next chairpersons assume their functions.
- g. Each contracting party shall bear the cost for the participation of its delegation at regular and extraordinary meetings of the organs of the Authority.
- h. The Council of Ministers, the Executive Committee and the other committees shall determine their own rules of procedure for conducting business during meetings, including the election of office bearers.

#### Article 10: DECISIONS

- a. The organs of the Authority shall endeavour to reach their decisions by consensus.
- b. If consensus cannot be reached, then the matter shall be decided by a simple majority.

#### Article 11: THE RESOURCES OF THE AUTHORITY

The contracting parties shall ensure that the Permanent Secretariat receive the necessary resources for its functioning.

The resources of the Authority shall come from the following sources:

- a. Contributions of contracting parties.
- b. Funding of specific activities by donor agencies.
- c. Exert a levy on goods loaded or unloaded at Mombasa Port or on goods leaving or entering any customs post using the corridor itineraries as defined in this agreement and its protocols. Provided that the levy shall be charged once only on a specified load of goods for one single entry or exit transport operation taking place in the corridor. The levy shall be remitted to the Permanent Secretariat on a monthly basis.

The accounts of the Authority shall be audited annually, in accordance with the Financial Rules and Regulations by external auditors duly appointed for this purpose who shall submit their report to the Executive Committee.



## SECTION 4 – MARITIME PORT FACILITIES

### Article 12: PORT OF MOMBASA AND OTHER FACILITIES

- a. The Government of the Republic of Kenya undertakes to provide or shall make provision for third parties to provide maritime port facilities to the contracting parties at Mombasa or any other convenient location for traffic using the Northern Corridor, within the framework specified in Protocol No. 1 (one) to this Agreement on Maritime port facilities.
- b. The Government of Kenya shall, in addition, ensure that the port of Mombasa and any other port designated for traffic using the Northern Corridor remains a competitive maritime port facility.

## SECTION 5 – INTERSTATE AND TRANSIT ROUTES AND FACILITIES

### Article 13: ROUTES

The routes and ancillary facilities used for inter-state traffic and traffic in transit shall be as specified in Protocol No. 2 (two) to this Agreement on routes and facilities. Routes authorised for the purpose of customs control shall be specified as set out in Protocol No. 3 (three) to this Agreement on customs control.

### Article 14: TECHNICAL STANDARDS

The Contracting parties shall harmonize the technical standards for design and construction of infrastructure, facilities and equipment in the corridor in order to achieve uniform standards applicable within the territories of the contracting parties.

### Article 15: FACILITIES

- a. The Contracting Parties shall, in partnership with the private sector, provide maintain and operate stop over facilities, at designated places, which shall include storage, buildings, loading and unloading and other ancillary facilities, accommodation for drivers and other operating staff, at places and under conditions specified in protocol No. 2 (two) to this Agreement.
- b. The contracting parties agree to equip the itineraries of the corridor with communication and data transfer systems as needed in order to monitor inter-

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state and transit traffic within and through the territories of the contracting parties.

**Article 16: SAFETY AND SECURITY MEASURES**

- a. The contracting parties shall put in place measures for the safety and security of interstate and transit traffic within or passing through their territories.
- b. The contracting parties agree that the safety and security measures put in place shall be designed and implemented without impediments to free trade, transit and interstate transport.
- c. Contracting parties agree to cooperate in the prevention of cross border crime.

**SECTION 6 – FRONTIER FACILITIES AND SERVICES**

**Article 17: FACILITIES FOR THE CLEARANCE OF GOODS**

The contracting parties shall provide, or shall make provision for third parties to provide adequate facilities to enable the expeditious clearance of interstate traffic and traffic in transit at their respective designated frontier points.

**Article 18: FRONTIER POINT FACILITIES**

To ensure the smooth and expeditious movement of traffic in transit, the contracting parties undertake to:

- a. Establish posts, common to two states at designated frontier points, arranged to facilitate joint operations and the examination of the means of transport and goods at the same place and avoid repeated customs control, which may involve unloading and reloading.
- b. Put in place adequate resources for the expeditious handling of frontier formalities, such as immigration, customs and health controls.
- c. Provide or make provisions, for third parties to provide warehousing facilities for the storage of goods in customs bond.
- d. Harmonize the working hours of adjacent frontier posts.
- e. Provide or make provisions for third parties to provide adequate and secure parking space for trucks, other vehicles awaiting clearance and storage for containers;



- d. Remove road convoys under customs escort and replace them with transmission of customs documents under sealed envelop or other less obstructive customs surveillance and monitoring methods.
- e. Develop contacts and cooperation with stakeholders, users, carriers and other participants in transport, trade and transit operations so as to improve customs inspection and controls.

**Article 25: NOTIFICATION OF MODIFICATION IN CUSTOMS DOCUMENTS AND PROCEDURES**

The contracting parties agree that except in case of force majeure, proposed additions and modifications to customs procedures and prescribed documentation which differ in material respects from those set out in this Agreement and under the protocols, will first be reviewed and approved by the Authority prior to its implementation .

**Article 26: PROTOCOL ON DOCUMENTATION AND PROCEDURES**

The documentation and procedures to be applied by the contracting parties in the implementation of this Agreement shall be as specified in Protocol No. 4 (four) to this Agreement on Documentation and Procedures.

**SECTION 9 – TRANSPORT**

**Article 27: MUTUAL RECOGNITION OF REGISTRATION AND LICENSING OF MEANS OF TRANSPORT**

- a. The contracting parties shall allow the use of means of transport registered in the other contracting party to carry both interstate and transit traffic on its territory.
- b. The contracting parties agree to adopt the vehicle identification and marking system similar to the one agreed upon under the Treaty establishing the Common Market for Eastern and Southern African to which they are members.

**Article 28: RESTRICTION WITH RESPECT TO DOMESTIC TRAFFIC**

Unless specific permission has been obtained from the contracting party concerned, means of transport registered in one contracting party is prohibited from carrying

passengers and goods in domestic transport within the territory of another contracting party.

**Article 29: PERMISSION TO STAY**

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 30: TECHNICAL STANDARDS**

The contracting parties agree to harmonise dimensions, weight and maximum loads of vehicles and other technical standards of all transport equipment, fixed or mobile, such as handling equipment, communication and signalling equipment, and to carry out periodic reviews in order to maintain common standards.

**Article 31: FUEL AND LUBRICANTS**

The contracting parties agree that means of transport of any other contracting party shall be entitled to the provision of fuel and lubricants, necessary for their operations of interstate transport and traffic in transit on their territories, on the same conditions as apply to their nationals.

**Article 32: ALLOCATION OF SERVICES**

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 facilitating interstate and transit traffic.

**Article 33: NATURAL CALAMITIES**

The contracting parties agree, in case of natural calamities to put in place mechanisms, which shall effect a speedy and unimpeded flow of relief consignments through their territories to areas affected by natural calamities.

#### **Article 34: REPRESENTATIVE OFFICES**

The contracting parties shall grant permission to companies engaged in interstate and traffic in transit on their territories to establish representative offices for the purpose of coordination and management of their operations.

#### **Article 35: THIRD PARTY MOTOR INSURANCE**

The contracting parties shall take necessary steps for the insurance of their means of transport to cover third party liability incurred in the course of interstate traffic and traffic in transit. In accordance with the provisions the Third Party Motor Vehicle Insurance regime established by the Common Market for Eastern and Southern Africa known as the COMESA Yellow Card. Provided that if the COMESA Yellow Card Scheme ceases to exist, the contracting parties shall establish a Northern Corridor Motor Third Party Insurance Scheme.

#### **Article 36: TRANSPORT BY RAIL**

- a. The contracting parties agree that rail transport should be developed and the existing network rehabilitated, modernized and extended with the main objective of reducing transport costs and speeding up movement of cargo and providing competitive services, with private sector participation.
- b. The contracting parties agree to the establishment of seamless railway services with unbroken block trains.
- c. The contracting parties agree to implement and maintain a unified liability regime for their rail carriers under a single document and contract valid for all rail carriers involved, permitting a single payment of all amounts due for such rail transport and facilitating the settlement of claims and litigation.
- d. The contracting parties shall apply the provisions specified in Protocol No. 5 (five) to this Agreement on Transport by Rail of Goods in interstate or in transit.

#### **Article 37: TRANSPORT BY ROAD**

- a. The contracting parties agree that road transport shall take place in accordance with principles of equal treatment, non-discrimination, reciprocity and sound competition.

- b. The contracting parties agree that the rules on transport licensing as set by the Treaty for establishing the Common Market for Eastern and Southern Africa and its Protocols are applicable to road transport in the corridor.
- c. The contracting parties shall apply the provisions in protocol No. 6 (six) to this Agreement to the interstate and transit traffic of goods by road.

#### Article 38: INLAND WATERWAYS TRANSPORT

- a. The contracting parties agree that the safe and efficient use of their inland waterways for transport of transit and interstate traffic shall be promoted and facilitated.
- b. The contracting parties undertake to provide and to encourage private initiative to provide facilities for the transport and handling of goods and passengers by inland waterways through their respective territories.
- c. The contracting parties agree that navigation on their inland waterways shall remain free and open to interstate and transit traffic for vessels and crew.
- d. The contracting parties undertake to harmonise and simplify their rules, regulations and administrative procedures governing inland waterway transport, regarding, inter alia, safety of navigation, signals, communications, environmental protection, marine pollution and carrier liability.
- e. National laws and regulations related to the navigation on inland waters shall apply equally and without discrimination to the vessels and crew on interstate and transit transport.
- f. The contracting parties shall apply the provisions specified in Protocol No. 7 (seven) to this Agreement relating to transport by inland, waterways of interstate traffic and transport of goods in transit.
- g. The contracting parties agree to implement and maintain a unified liability regime for inland waterways transport carriers under a single document and contract valid for all carriers involved, permitting a single payment of all amounts due for such inland waterways transport carrier and facilitating the settlement of claims and litigation.

#### Article 39: TRANSPORT BY PIPELINE

- a. The contracting parties agree that recourse to pipeline transport of petroleum products is in the best economic interest of corridor states, and accordingly

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- undertake to improve and develop this transport mode, and extend the existing pipeline from Kenya to other corridor states.
- b. The contracting parties agree to put in place measures that shall ensure continuous and uninterrupted flow of petroleum products through the pipeline, under a regime of equal treatment, non-discrimination and reciprocity.
  - c. The contracting parties shall apply the provisions specified in Protocol No. 8 (eight) to this Agreement on Transport by pipeline of goods in interstate traffic or goods in transit.

#### Article 40: MULTIMODAL TRANSPORT

- a. The contracting parties agree to improve and develop multimodal transport, as defined in this Agreement for interstate and transit traffic in the corridor and to promote its use.
- b. The contracting parties agree to put in place rules and regulations governing waterways transportation taking into account the interest of shippers, carriers and consignees and the transport of goods under multimodal regime to compliment the rules already in place regarding road and rail transport.
- c. The contracting parties agree to apply the provisions specified in Protocol No. 9 (nine) to this Agreement on multimodal transport of goods.

#### Article 41: DANGEROUS GOODS

- a. The contracting parties undertake to apply the provisions of international regulations relating to the transport and storage of dangerous goods.
- b. Dangerous goods carried in transit through the territories of any contracting party or carried within the territories of the contracting parties in the case of interstate traffic shall be handled in accordance with the provisions specified in protocol No. 10 (ten) to this Agreement on Handling of Dangerous goods.

#### Article 42: PERISHABLE GOODS

The contracting parties shall accord perishable goods being transported in interstate or transit traffic, priority in handling, customs clearance and conveyance to minimize the risks of damage and the expiry of such goods.

**SECTION 10: MEASURES OF FACILITATION FOR TRANSIT AGENCIES, TRADERS  
AND EMPLOYEES**

**Article 43: VISAS**

To facilitate the operators of corridor operations, the contracting parties agree to the following:

- a. Working towards abolition of visas requirements among the contracting parties.
- b. Grant to persons engaged in interstate traffic and traffic in transit who are subject to visa requirements, multiple entry visas for periods determined in relation to the expected duration of their employment.
- c. To issue a specific laissez-passer, facilitating immigration formalities, for the benefit of professional operators within the corridor and their staff.
- d. The contracting parties shall apply the provisions specified in Protocol No. 11 (eleven) to this agreement on facilitation for transit agencies, traders and employees.

**Article 44: WORK PERMITS**

The contracting parties agree to grant work permits to nationals of other contracting parties to be employed in their respective territories for the purposes of transit and interstate traffic operations, on the terms and conditions specified in Protocol No. 11 (eleven) to this Agreement.

**Article 45: MUTUAL RECOGNITION OF DRIVING PERMITS**

- a. Each Contracting Party shall recognise driving permits issued by other contracting parties which are valid for the category of vehicle used for interstate traffic and traffic in transit.
- b. The contracting parties agree to harmonise the legal regime of driving permits with the objective of having a common driving permit format, which shall be valid in all the contracting parties.

#### Article 46: ADDITIONAL MEASURES OF FACILITATION

Nothing shall prevent a contracting party from granting facilities more favourable than those provided for in this Agreement and its Protocols. Similar privileges shall be granted to any other soliciting contracting party

#### SECTION 11 – PUBLIC HEALTH AND ENVIRONMENTAL PROTECTION

##### Article 47: COMMUNICABLE DISEASES

The contracting parties shall put in place and implement strategies for the prevention of the spread of pandemics, other communicable diseases such as HIV/AIDS adapted to the activities and living conditions of carriers and users of the corridor.

##### Article 48: ENVIRONMENTAL PROTECTION

The contracting parties agree to harmonize and implement in the corridor measures designated to minimize environmental degradation arising from the use of the corridor for inter-state and transit transport.

#### SECTION 12 – ECONOMIC CORRIDOR

##### Article 49 – Infrastructure Development

In order to enhance infrastructure development through the transformation of the Corridor into an economic development corridor, the contracting parties agree to take all necessary measures that may include:

- (a) Supplementary agreements
- (b) Adoption of strategies and policies to promote the development of the Corridor,
- (c) Mobilisation of investment
- (d) Enactment of enabling legislation
- (e) Joint implementation of projects

The bottom of the page features several handwritten signatures and initials in blue ink. From left to right, there is a stylized signature, a signature with a horizontal line underneath, a single character resembling a '9', a small scribble, and a signature that appears to be 'JH'.



## SECTION 13 – TARIFFS, DUES AND PAYMENT PROVISIONS

### Article 50: LIMITATION AS REGARDS CHARGING

No duties, taxes or charges, provisional or municipal, shall be levied on traffic in transit, except for administrative charges applicable on traffic in the territories of the contracting parties, including charges levied on the use of road tolls, bridges, tunnels and ferries, warehousing and parking fees, or other similar charges and taxes imposed on services rendered and on purchases made during the journey.

### Article 51: EQUAL TREATMENT WITH REGARD TO CHARGES

The contracting parties agree that any charges or financial obligations incurred in regard to means of transport and labour used in interstate and transit operations, or services rendered, shall be calculated on the same basis as for similar domestic transport operations.

## SECTION 14 – APPLICATION OF THE PROVISIONS OF THE AGREEMENT

### Article 52: DECISIONS OF THE AUTHORITY

- a. Decisions taken by the Northern Corridor Coordination Authority regarding the application of this Agreement shall be binding on the contracting parties.
- b. Any proposal of the Authority which would necessitate amendment of the provisions of this Agreement and its protocols shall be implemented only after having been approved through the amendment procedure established for that purpose in this Agreement.
- c. The contracting parties shall have the right to invite, besides the regular members of the Authority, experts to participate in the consideration of particular matters brought before the Authority for amendment.

### Article 53: REPORTS ON THE DECISIONS OF THE AUTHORITY

The Permanent Secretariat shall communicate the decisions of the various organs of the Authority to the contracting parties after each meeting of the respective organ.

## SECTION 15 – SETTLEMENT OF DISPUTES

### Article 54: CONSULTATION AND NEGOTIATION

In case of a dispute between any contracting parties arising out of the application, interpretation and implementation of the provisions of this agreement and its Protocols, the contracting parties shall resolve such disputes amicably through a process of consultation and negotiation as follows:

- (a) consultation and negotiation between the concerned parties;
- (b) if the dispute is not resolved between the concerned parties, the matter shall be referred to the Council of Ministers through the Secretariat and the Executive Committee .

### Article 55: ARBITRATION

- a. Any dispute which is not settled through consultation and negotiations as provided for in Article 54 shall at the request of any of the contracting parties involved, be settled by arbitration and shall be referred accordingly to one or more arbitrators selected by agreement between the contracting parties.
- b. 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 the Council of Ministers to nominate a single arbitrator who shall not be a national of the contracting parties.
- c. If the Council of Ministers fails to agree on the appointment of an arbitrator, any of the contracting parties shall refer the matter to the COMESA Court of Justice or any other internationally recognised Centre for Arbitration.

### Article 56: DECISION OF THE ARBITRATOR

- a. The decision of the COMESA Court of Justice or Arbitrator or Arbitrators shall be final and binding on the contracting parties.
- b. The COMESA Court of Justice or the arbitrator or arbitrators shall within a period of one month after the award has been pronounced notify all the contracting parties of the existence and nature of the dispute and the general terms of the settlement, in equally authentic versions of English and French.
- c. The Arbitral Award shall be binding on the parties to the dispute.

**Article 57: COST**

The cost of arbitration shall be borne in equal part by the parties concerned. However, the COMESA Court of Justice or arbitrator or arbitrators may decide that one of the parties bears a higher portion of the total cost of the arbitration.

**SECTION 16 –IMPLEMENTATION OF THE AGREEMENT AND ITS PROTOCOLS**

**Article 58: CLAIM OF NON-COMPLIANCE**

- a. A party to this Agreement, the Permanent Secretariat or any other body or person having an interest, may allege that a contracting party, or one of its agencies is failing with respect to the implementation of its obligations under this Agreement.
- b. The claimant shall submit to the Executive Secretary a written claim with statement of facts justifying the claim.
- c. After examining the claim and the statement of facts and after having obtained such preliminary clarification as may be required from third parties, the Executive Secretary shall report to the Executive Committee his reasoned opinion on the claim.
- d. The Executive Committee shall transmit the complaint to the contracting parties or any other body or person against whom the claim has been made, together with its own comments and recommendations.
- e. The contracting parties against whom the claim has been made shall, within ninety days of receiving the claim, submit its observations, comments or views to the Executive Secretary. The Executive Secretary shall inform the claimant of the nature and particulars of the response received.
- f. If the response of the contracting party against whom the claim has been made does not satisfy the claimant, the Executive Secretary, after the response of the contracting party against whom the claim has been made, shall, within sixty days, forward its observations and recommendations to the Executive Committee.
- g. Within a period of sixty days, the Executive Committee shall meet to review the matter and attempt to reach an amicable solution.
- h. In the event that no amicable solution is reached or that an agreed solution is not implemented, the matter shall, upon a request by the claimant, be submitted



by the Executive Committee to the Council of Ministers for a decision within a period of sixty days.

- i. In the event that there is objection to the decision of the Council of Ministers by either the contracting party against whom the claim was made or by the claimant, the matter, on a request by either of the parties, shall be submitted to arbitration pursuant to the relevant provisions of this Agreement.

## SECTION 17 – MISCELLANEOUS AND FINAL PROVISIONS

### Article 59: OTHER INTERNATIONAL OBLIGATIONS

Nothing in this Agreement and its 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 60: NATIONAL MEASURES

- a. 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 the application of veterinary or public health regulations.
- b. The parties agree to inform and consult each other on the implementation of national laws and regulations and of any international instruments that may hamper the flow of interstate and transit traffic in the corridor.

### Article 61: OFFENCES

- a. The contracting parties recognise that for any punishable act or offence committed in the course of an interstate or transit operation, the laws and regulations in force in the territory of the contracting party or in whose territory such an offence has been committed shall apply.
- b. The contracting parties agree to assist one another with respect to the apprehension and fair trial of such offenders.

### Article 62: EXPRESSIONS OF CONSENT

The Governments of The Republic of Burundi, the Democratic Republic of Congo, The Republic of Kenya, The Republic of Rwanda and The Republic of Uganda shall become

contracting parties to this Agreement in accordance with their constitutional requirements for signature and ratification.

#### **Article 63: ENTRY INTO FORCE**

This Agreement shall enter into force on the thirty first day after three of the Governments of The Republic of Burundi, the Democratic Republic of Congo, The Republic of Kenya, The Republic of Rwanda and The Republic of Uganda have fulfilled the requirements of Article 62 of this agreement.

#### **Article 64: ACCESSION**

- a. Any state using the Northern Corridor for interstate or transit transport, and wishing to become a member shall submit an application to the Council of Ministers for approval.
- b. Upon approval of the application by the Council of Ministers, the applicant state shall deposit its instruments of accession with the Secretariat.
- c. Accession shall take effect on the thirty first day after deposit of the instruments of accession with the depositary.

#### **Article 65: DEPOSITARY**

The signed Agreement and the instruments of ratification or Accession shall be deposited with the Permanent Secretariat of the Authority, which shall be the depositary of all legal instruments of the Authority.

#### **Article 66: FUNCTIONS OF THE DEPOSITARY**

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.
- c. Receive and keep custody of any instruments, notifications and communications relating to this Agreement.
- d. Examine whether the signature or any instrument, notification or communication relating to this Agreement is in due and proper form and, if need be, bring the matter to the attention of the contracting party in question.



- e. Inform the states entitled to become parties to this Agreement of the notifications and communications relating to this Agreement.
- f. Inform the states entitled to become parties to this Agreement the signatures or instruments of ratification, acceptance, approval or accession required for the entry into force of this Agreement which have been received or deposited.
- g. Register this Agreement with the Secretariat of the United Nations in accordance with Article 103 of United Nations Charter.

#### Article 67: AMENDMENTS TO THE AGREEMENT

- a. Any contracting party may propose amendments to this Agreement through the Council of Ministers. The Executive Committee or the Secretariat may also initiate amendments. The proposed amendments shall be considered by the Council of Ministers and once agreed shall formally be communicated to the contracting parties.
- b. If each of the contracting parties notifies its acceptance of the amendments, the said amendments shall enter into force on the date of the receipt by the Permanent Secretariat of the last such notification of acceptance.
- c. If one or more contracting parties fail to notify their final acceptance without notifying any objection to the proposed amendment within a period of six months, the amendment shall be considered as adopted.
- d. The depositary shall receive the amendments and notification of acceptances and inform the contracting parties accordingly.

#### Article 68: AMENDMENTS TO THE PROTOCOLS

Amendments to the Protocols shall follow the same procedure as laid down in Article 67 for amendments to the Agreement.

#### Article 69: ACCEPTANCE OF AMENDMENTS

Any state acceding to this Agreement in accordance with Article 64 shall be deemed to have accepted any amendments to this Agreement effected prior to its accession.

**Article 70: PROTOCOLS**

- a. The Protocols and their annexes referred to in this Agreement shall form an integral part of the Agreement.
- b. The contracting parties may adopt further Protocols to this Agreement.
- c. Such further Protocols shall enter into force on the thirty first day after the receipt by the Permanent Secretariat of notification of the adoption from the contracting parties.

**Article 71: PREVIOUS TRANSIT TRANSPORT AGREEMENTS**

From the date of its entry into force, this Agreement shall replace any previous interstate or transit transport treaty or agreement concluded between the contracting parties, relating to the Northern Corridor.

**Article 72: OFFICIAL LANGUAGES OF THE AUTHORITY**

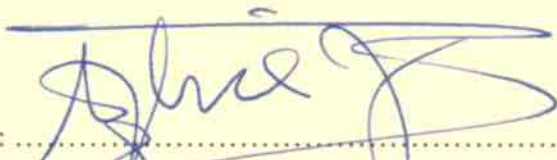
The official languages of the Authority shall be English and French.

**Article 73: DURATION AND DENUNCIATION**

This Agreement and its protocols shall remain in force until terminated by the contracting parties with effect from such date and subject to such conditions as they may determine.


Adopted at Nairobi in the republic of Kenya on the 6<sup>th</sup> day of October, 2007 in the English and French languages, the texts in both languages being equally authentic.

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

Signature: 

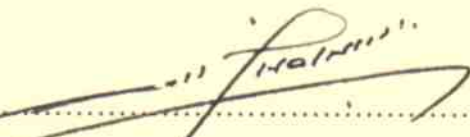
Name: Philippe NSONI

Title: Minister of Transport, Ports and Telecommunications  
FOR THE GOVERNMENT OF THE REPUBLIC OF BURUNDI

Signature: 

Name: RWANDO NSITPA CHARLES

Title: MINISTER FOR TRANSPORT AND COMMUNICATION  
FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF CONGO

Signature: 

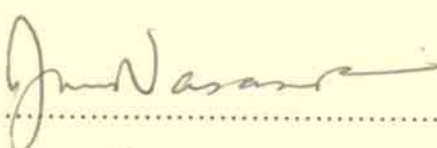
Name: HON. AMB. CHIRAU ALI MWAKWERE

Title: MINISTER FOR TRANSPORT  
FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

Signature: 

Name: VINCENT KAYUNGA

Title: Secretary General  
FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Signature: 

Name: HON. JOHN NASASIRA

Title: MINISTER OF WORKS & TRANSPORT  
FOR THE GOVERNMENT OF THE REPUBLIC OF UGANDA



## DECLARATION


The Contracting parties at the time of signing this Agreement accepted the following Protocols:

- |                  |  |
|------------------|--|
| Protocol No. 1.  | Maritime Port Facilities   |
| Protocol No. 2.  | Routes and Facilities  |
| Protocol No. 3.  | Customs Control  |
| Protocol No. 4.  | Documentation and Procedures   |
| Protocol No. 5.  | Transport of Goods by Rail   |
| Protocol No. 6.  | Transport of Goods by Road   |
| Protocol No. 7.  | Inland Waterways Transport   |
| Protocol No. 8.  | Transport by Pipeline  |
| Protocol No. 9.  | Multimodal Transport of Goods  |
| Protocol No. 10. | Handling of Dangerous Goods  |
| Protocol No. 11. | Measures of facilitation for Transit Agencies, Traders and Employees |



The contracting parties further undertake to negotiate with a view to accepting other Protocols envisaged in the Agreement and intended to form an integral part of this Agreement.


IN WITNESS WHEREOF the undersigned, duly authorised by their respective Governments, have signed the present Agreement.

Signature: 

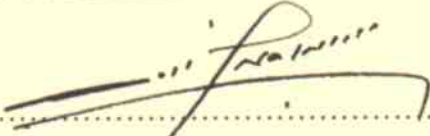
Name: Philippe NTINDI

Title: Minister of Transport, Posts and Telecommunications  
FOR THE GOVERNMENT OF THE REPUBLIC OF BURUNDI

Signature: 

Name: RIVOANDO NSIMBACHABALES

Title: MINISTRE FOR TRANSPORT AND COMMUNICATION  
FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF CONGO

Signature: 

Name: HON. AMB. CHIRAU ALI MWAKWERE

Title: MINISTER FOR TRANSPORT.  
FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA

Signature: 

Name: VINCENT GATABWAMBWE

Title: Secretary General  
FOR THE GOVERNMENT OF THE REPUBLIC OF RWANDA

Signature: 

Name: HON. JOHN NASASIRA

Title: MINISTER OF WORKS & TRANSPORT  
FOR THE GOVERNMENT OF THE REPUBLIC OF UGANDA