

A REVIEW OF INTERNATIONAL LEGAL INSTRUMENTS
FOR THE FACILITATION OF TRANSPORT AND TRADE IN AFRICA

ANNEX V-13

**CENTRAL CORRIDOR TRANSIT TRANSPORT
FACILITATION AGENCY AGREEMENT**

(DAR ES SALAAM 2006)

**THE CENTRAL CORRIDOR TRANSIT TRANSPORT
FACILITATION AGENCY**

AGREEMENT

**2ND SEPTEMBER, 2006
DAR ES SALAAM, TANZANIA**

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LIST OF ABBREVIATIONS

| | |
|----------|---|
| AfDB | :African Development Bank |
| COMESA | :Common Market for Eastern and Southern Africa |
| DRC | :Democratic Republic of Congo |
| EAC | :East Africa Community |
| LLCs | :Landlocked Countries |
| NEPAD | :New Partnership for African Development |
| SADC | :Southern Africa Development Community |
| STACON | :Stakeholders Consultative Committee |
| STAREP | :Stakeholders Representative Group |
| TTFA | :Central Corridor Transit Transport Facilitation Agency |
| UNCITRAL | :United Nations Commission on International Trade Law |
| WB | :The World Bank |

PREAMBLE

The Government of the Republic of Burundi,

The Government of the Democratic Republic of Congo,

The Government of the Republic of Rwanda,

The Government of the United Republic of Tanzania, and

The Government of the Republic of Uganda,

hereafter referred to as the Contracting Parties:

NOTING the great economic potential of the Central Corridor given the rich agricultural, fisheries, mineral, tourist and energy resources and existing transport systems;

DETERMINED to co-operate to promote economic growth, development and competitiveness of the Central Transport Corridor for the benefit of their people;

MINDFUL of the existing initiatives to promote economic and environmental integration and harmonization at a sub-regional level;

RECOGNIZING the objectives of the Almaty Programme of Action with the objective to address a global framework for transit transport cooperation among landlocked and transit developing countries examining fundamental transit policy issues, infrastructure developments, trade and trade facilitation, international support measures and implementation and review, and to promote the establishment of an efficient transit transport system and their maintenance over time in the interest of both landlocked and transit developing countries;

AWARE of the UN General Assembly Resolution 56/180 entitled "Specific actions related to the particular needs and problems of landlocked developing countries";

MINDFUL of the Millennium Declaration which lays out development goals and calls for creation of conducive development environment at national, regional and international levels. One of the areas the accord recognized is the special needs and problems of the landlocked developing countries;

RECOGNIZING that the necessity of creating the Agency (referred to as TTFA) whose objectives are consistent with the objectives of the New Partnership for Africa Development (NEPAD);

RECALLING the Treaty for the Establishment of the Preferential Trade Area for Eastern and Southern Africa and Common Market for Eastern and Southern Africa (COMESA), for which Burundi, DRC, Rwanda and Uganda are signatories to the various protocols therein;

DESIRING to facilitate the seamless, efficient and cost effective flow of goods, persons and services between the port of Dar es Salaam in Tanzania and markets in the Republic of Burundi, the Democratic Republic of the Congo, the Republic of Rwanda, and the Republic of Uganda;

DESIRING to build an-all inclusive private/public partnership through the Central Corridor Transport Facilitation Agency (TTFA) and to provide a forum for interaction between the business community and government;

RECOGNIZING Tanzania and Uganda as Member-States of the East African Community (EAC) and the efforts taken by Rwanda and Burundi to become Member-States of the existing EAC;

INTENDING to adopt, annually an action-oriented work programme to support speedy and effective implementation of goals; to provide value-added services to Member-States; and to operate an efficient, responsive and results-oriented secretariat;

HEREBY AGREE to sign this Agreement to establish the **CENTRAL CORRIDOR TRANSIT TRANSPORT FACILITATION AGENCY (hereinafter referred to as "TTFA")** to promote efficient transit transport systems and their maintenance over time in the interest of all contracting parties, with a view to improve the competitiveness of the Central Corridor.

ARTICLE 1: Definitions

In this Agreement the following terms shall have the meanings ascribed to them hereunder:

"Contracting Parties": means the Corridor Member-States and any other State acceding to this AGREEMENT.

"Corridor": means the transport system described in **Schedule Number 1**.

"Corridor Member-States": means the Republic of Burundi, the Democratic Republic of Congo, the Republic of Rwanda, the United Republic of Tanzania and the Republic of Uganda.

"Executive Board": means a governing organ consisting of the Permanent Secretaries/Secretaries General/Directors General of the Ministries responsible for transport matters in each of the Contracting Parties, or their appointed representatives; and one representative from the private sector from each member state. Private sector Executive Board Members are to be elected by the Private Sector Forum in each country.

"Executive Secretary": means the Executive Secretary appointed under Article 25 of this AGREEMENT for the execution of the day-to-day co-ordination functions of the Central Corridor Transport Facilitation Agency.

"Governing organs": means Interstate Council of Ministers, Executive Board, and Stakeholders Consultative Committee of the Central Corridor Transit Transport Facilitation Agency (referred to as TTFA).

"Interstate Council of Ministers": means the multilateral organ responsible for coordinating policy issues of the Central Corridor Transport Facilitation Agency.

"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.

"Permanent Secretariat": shall mean the office established in accordance with Article 23 charged with implementation of the decisions taken by the governing organs.

“Stakeholders”: means all institutions facilitating transport and transit of goods and users of such services along the Central Corridor as stated in Article 14.3.3 and listed in **Schedule Number 2**.

“Stakeholders Consultative Committee - STACON”: means a committee consisting of all transportation actors from the contracting countries as per Schedule Number 2.

“Stakeholders Representative Group - STAREP”: means a select group consisting of fifteen stakeholders nominated by the STACON as per Article 20.2 of this AGREEMENT.

“TTFA” means the Central Corridor Transit Transport Facilitation Agency.

ARTICLE 2: Establishment of the Transit Transport Facilitation Agency

- 2.1 The Central Corridor Transit Transport Facilitation Agency –referred to as TTFA is hereby established.
- 2.2 The Member-States of the TTFA hereby confirm their commitment to collectively and individually pursue the objectives set out in Article 3.
- 2.3 The TTFA shall be a legal person, with the power to enter into contracts, to acquire, own or dispose of movable or immovable property and to sue or be sued.
- 2.4 For this purpose, the Executive Secretary is authorised to perform, on behalf of the TTFA, all acts necessary to be done by the Agency as a legal person.
- 2.5 The TTFA shall be headquartered in Dar es Salaam, Tanzania. To this effect the government of the United Republic of Tanzania and TTFA shall conclude an agreement for hosting the TTFA Permanent Secretariat.
- 2.6 The scope of the TTFA’s activities is the corridor transport system as defined in Schedule Number 1 on Transit Routes and Facilities.

ARTICLE 3: Purpose and Objective

- 3.1 The Contracting Parties agree that the Central Corridor as defined in this AGREEMENT provides a most efficient and effective route for the transportation of goods by Surface and Lake transport between their respective countries and the sea and that the purpose of this AGREEMENT is to promote its use.
- 3.2 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 as shall be amended from time to time.
- 3.3 The Contracting Parties shall take all necessary measures for the expeditious movement of traffic and for the avoidance of unnecessary delays in the movement of goods in transit through their territories.
- 3.4 Strategically positioning the Central Corridor as the most efficient in the East and Central African region with a view to contribute positively to poverty alleviation programmes in the member-states.

3.5 The objectives of the TTFA are:

- (a) To ensure that the Central Corridor is available to importers and exporters from landlocked states of Burundi, DRC, Rwanda, and Uganda as an efficient and economic addition to other trade routes, probably the most cost-effective;
- (b) To actively market the corridor with a view to encourage its increased utilization in order to improve international and domestic traffic levels;
- (c) To support planning and operations of the Corridor by Member-States through proactive collection, processing and dissemination of traffic data, analysis of competitive corridors and business information;
- (d) To promote the sustained maintenance of infrastructure and encourage development of the Central Corridor and to ensure that such development, in infrastructure and other supporting services meet the current and anticipated requirements of the users;

- (e) To ensure that an open and competitive environment is maintained among corridors;
- (f) To facilitate mutually-beneficial business partnerships between Member-States;
- (g) To create a strategic, high level partnership between senior government officials and business leaders;
- (h) To encourage the upgrading and development of port, rail, lake, road and border post infrastructure;
- (i) To encourage cost reduction associated with moving freight along the corridor;
- (j) To encourage the implementation of the on-going bilateral projects;
- (k) To encourage the implementation of road traffic standards and the implementation of national legal and regulatory harmonization;
- (l) To harmonise the existing bilateral transport Agreements concluded between the corridor states;
- (m) To encourage the implementation of improved customs transit procedures and the implementation of joint customs controls and juxtaposed customs offices at land borders and seaports;
- (n) To improve services and facilities along the corridor to encourage commercial and tourist activity as well as increased transport efficiency and traffic; and
- (o) To cooperate, where appropriate, with other regional bodies that share similar objectives.

ARTICLE 4: Right of Transit

- 4.1 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 Clauses of its Schedules, Annexes and Protocols. The Contracting Parties shall provide each other with the facilities and guarantees required for this purpose.

- 4.2 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 of country of registration of means of transport used.

ARTILCE 5: Maritime Port Facilities

The Government of Tanzania undertakes to provide, within its capabilities, the necessary maritime port facilities to the Corridor Member-States, in accordance with the Protocol on Maritime port facilities.

ARTICLE 6: Transit Routes and Facilities

- 6.1 The transit routes and other ancillary facilities used for traffic in transit are specified in Schedule Number 1 to this AGREEMENT on transit routes and facilities; transit routes for the purpose of Customs control shall be specified in the Protocol on Customs control.
- 6.2 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, to commensurate with the nature and volume of traffic, at places and under conditions specified in the Schedule No.1 to this AGREEMENT on Transit routes and facilities.
- 6.3 The Contracting Parties shall take all measures necessary for the safety of traffic in transit, along transit routes specified in the Schedule No.1 to this AGREEMENT on transit routes and facilities.

ARTICLE 7: Frontier Facilities and Services

- 7.1 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.
- 7.2 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 and encourage the private sector to provide such facilities in cargo terminals to cater for customers requirements;
- (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.

ARTICLE 8: Customs Control

- 8.1 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.
- 8.2 The Contracting Parties shall facilitate joint Customs inspection of traffic in transit at their designated frontier points where deemed necessary.
- 8.3 For the purpose of Customs control, the Contracting Parties undertake to implement the Clauses, which shall be specified in the Protocol to this AGREEMENT on Customs Control.

ARTICLE 9: Documentation and Procedures

- 9.1 The Contracting Parties recognize 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.
- 9.2 The Contracting Parties therefore undertake:
- (a) To harmonise and limit the number of documents and reduce the 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;
 - (e) To eliminate any documents and formal requirements which are agreed to be considered superfluous or not serving any particular purpose; and
 - (f) To use relevant Advanced Cargo Information systems to facilitate transit trade as deemed appropriate.
- 9.3 The Contracting Parties undertake 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.
- 9.4 Each Contracting Party 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.

- 9.5 The documentation and procedures to be applied by the Contracting Parties in the implementation of this AGREEMENT shall be specified in the Protocol to this AGREEMENT on Documentation and procedures.

ARTICLE 10: Transport

- 10.1 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 operators to select the mode and means of transport to be used in such traffic.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 Each Contracting Party agrees that means of transport of any other Contracting Party shall be entitled to 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.
- 10.8 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.
 - 10.9 The Contracting Parties shall apply to the means of transport of the other Contracting Parties the charges and other financial obligations not higher than those applied to their national means of transport.
 - 10.10 The Contracting Parties agree that in case of natural calamities, they shall endeavour to make every effort to ensure a speedy and unimpeded flow of relief consignments through their territories.
 - 10.11 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.
 - 10.12 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 Clauses which shall be specified in the Protocol to this AGREEMENT on Third party motor vehicle insurance.
 - 10.13 For the operation of traffic in transit by specific mode of transport, the Contracting parties shall apply the Clauses specified in the Protocol to this AGREEMENT of Transport by rail of goods in transit and the Clauses which shall be specified in the Protocol to this AGREEMENT on Transport by road of goods in transit.
 - 10.14 Dangerous goods carried in transit through the territories of the Contracting Parties shall be handled in accordance with the clauses which shall be specified in the Protocol to this AGREEMENT on Handling of dangerous goods.

ARTICLE 11: Facilities for Transit Employees

- 11.1 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.
- 11.2 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 which shall be specified in the Protocol to this AGREEMENT on Facilities for transit agencies and employees.
- 11.3 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.

ARTICLE 12: Rates, Charges and Payment Arrangements

No duties, taxes, or charges of any kind, whether national, provincial or municipal and regardless of their designation 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, port charges, marine freight, rail freight, or other similar charges, and applicable taxes imposed on the cost of services rendered and on purchases made during the voyage.

ARTICLE 13: Mandate

The TTFA shall be responsible for the achievement of the aims of the Central Corridor transport facilitation matters; in particular, it shall consider matters related to transit transport policy and operational co-ordination of traffic passing through the Corridor.

ARTICLE 14: The Governing Organs of TTFA and their composition

14.1 **The Interstate Council of Ministers**, which shall be **composed of Ministers** responsible for transport matters in each of the Contracting Parties.

14.2 The Executive Board, shall be composed of the Permanent Secretaries/Secretaries General/Directors General of the Ministries responsible for transport matters in each of the Contracting Parties, or their appointed representatives; and one representative from the private sector from each Member State. Private Sector Board Members are to be elected by the Private Sector Forum in each country.

14.3 **The Stakeholders Consultative Committee, (STACON)** which shall be composed of bodies listed in **Schedule Number 2** to this AGREEMENT; as well as new stakeholders as deemed necessary by the contracting parties from time to time.

14.3.1 Any legal person, Government organization or department; or Association representing the interests of statutory bodies or legal persons may apply for Membership of the STACON.

14.3.2 The STACON may invite any person or body to become a Member if such person or body will, in the opinion of the STACON, contribute to its objectives. The invitee becomes a Member of the STACON by filling in and signing a form shown in **Schedule Number 3** to this AGREEMENT, which shall be submitted at the following meeting of the STACON for approval.

14.3.3 The TTFA shall ensure that all key stakeholders that is, Government Organisations or Departments dealing with transport matters, Port Authorities, Port Operators, Terminal Operators, Shippers/Manufacturers Associations, Shipping Agencies Associations, Railway Operators, Railway Holding Companies; Freight Forwarding Companies, Road Transport Operators, Marine (Lake) Transport Operators, whether Public or Private participate as Members of the STACON.

ARTICLE 15: Functions of the Governing Organs of TTFA

15.1 **The Interstate Council of Ministers** shall perform the following functions:

- (a) Deal with matters related to transit transport policy in accordance with this Agreement;
- (b) Give the Corridor the required political drive and orientation;
- (c) Study all questions related to co-operation in transit transport matters which the Contracting Parties agree to promote;
- (d) Enhance the co-operation and collaboration among the partner States;
- (e) Facilitate and effect inter-State harmonization of policy, legal and regulatory aspects which are necessary for investment attraction and management;
- (f) Steer and guide the overall preparation and implementation of the Corridor programme;
- (g) Facilitate mobilization of resources for the implementation of key infrastructure projects and programme;
- (h) Monitor and review the progress of the Corridor programme preparation and implementation; and
- (i) 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 Central Corridor transport system aimed at improving conditions of transit within the territories of the Contracting Parties.

15.2 The **Executive Board shall perform the following functions:**,

- (a) Formulate the general principles and policies governing the TTFA;
- (b) Approve rules and regulations governing financial, administrative and other activities of the TTFA;
- (c) Ensure the uniform interpretation and application of the AGREEMENT and its Schedules, Protocols, etc;
- (d) Perform such functions as may be assigned to it under the AGREEMENT and Schedules, Annexes and Protocols made there under;
- (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 TTFA;
- (j) Cause for external auditors to be appointed by the Executive Board to audit the accounts of the TTFA;
- (k) Recommend for the post of the Executive Secretary to the Interstate Ministerial Council.
- (l) Appoint the senior staff of the Secretariat; and
- (m) Generally supervise the activities of the Secretariat.

15.3 Stakeholders Consultative Committee, (STACON) shall perform the following functions:

- (i) Actively pursue the objectives of the TTFA listed in Article 3;
- (ii) Give other Members reasonable notice of any intended action that may significantly affect the operational performance of the corridor transport system, and where applicable, consult other Member-States before implementing such action;
- (iii) Appoint a person or persons with adequate operational knowledge about the institutional activities to represent such Member within the STACON and its STAREP or Technical working groups and to take all reasonable steps to ensure continuity in its representation;
- (iv) Ensure that its representative is diligent in attending meetings and in participating in activities of the STACON, where applicable;
- (v) Comply promptly with all reasonable requests by the Secretariat to provide operational information required for the corridor database;
- (vi) Participate in marketing trips, exhibitions and other activities organized to promote the Central Corridor.
- (vii) Develop and implement strategies designed to provide seamless transportation along the corridor;
- (viii) Develop performance targets for the corridor and to monitor performance;
- (ix) Develop and implement strategies to market the corridor;
- (x) Monitor the utilization of the corridor and to develop and implement strategies to attract more traffic to the corridor;
- (xi) Adopt an annual work programme and recommend it to the Executive Board for approval;
- (xii) Appoint technical committees or working groups;
- (xiii) Undertake research or to have research undertaken;
- (xiv) Recommend appointment of the Executive Secretary to the Executive Board and other senior officials through an open, competitive recruitment process;

- (xv) Determine and recommend to the Executive Board the conditions of service and benefits of Members of the Secretariat;
- (xvi) Consider and recommend to the Executive Board the annual budget of the Secretariat;
- (xvii) Appoint experts to assist with the performance of STACON functions;
- (xviii) Adopt an annual work programme before the beginning of the year. The annual work programme must:
 - (a) Set out the STACON's goals for the forthcoming year,
 - (b) Outline the activities to be undertaken to achieve the approved goals,
 - (c) Allocate responsibility for each activity,
 - (d) Set time scales for each activity,
 - (e) Outline the budgetary and resource implications for each activity, and
 - (f) Identify the performance indicators applicable to each goal and activity.
- (xix) Recommend to the Executive Board appointment of auditors;
- (xx) Establish a **Stakeholders Representative Group (STAREP)** to oversee its affairs between meetings;
- (xxi) The STACON may decide unanimously to delegate any of its functions to **STAREP** or Technical Working Group(s) that may be formed; and
- (xxii) Promote compliance of Member-States governments' rules and regulations.

ARTICLE 16: Meetings of the Governing Organs of TTFA

16.1 Meetings of the Interstate Council of Ministers and Executive Board.

16.1.1 The Interstate Council of Ministers shall meet **once a year**.

- 16.1.2 The Executive Board shall meet **twice a year**.
- 16.1.3 At the request of any Contracting Party, forwarded through the Secretariat, the Interstate Council of Ministers and the Executive Board may hold extraordinary meetings.
- 16.1.4 The Chairmanship of the Interstate Council of Ministers and of the Executive Board shall rotate among the Member-States on an annual basis.
- 16.1.5 The Executive Secretary of TTFA shall be the secretary to all meetings of the governing organs.
- 16.1.6 Regular meetings of the Interstate Council of Ministers, the Executive Board and Stakeholders Consultative Committee shall be held in turn in each of the Contracting Parties. Extraordinary meetings will be held, as may be agreed, in any country of the Contracting Parties.
- 16.1.7 Chairmen of both the Interstate Council of Ministers and the Executive Board shall retain their positions until the next Chairmen assume office.
- 16.1.8 Each Contracting Party shall bear the cost for the participation of its delegation at regular and extraordinary meetings of the TTFA. In other words, each Contracting Party shall, in respect of all meetings emanating from the TTFA co-ordinating mechanism, be responsible for all costs incurred in connection with attendance of its delegations.
- 16.1.9 The Contracting Party hosting the meeting or meetings of the TTFA governing organs shall be responsible for local logistics to facilitate smooth conduct of the meeting.
- 16.1.10 Specific activities which shall be jointly financed shall be determined and be agreed upon.

16.1.11 Contracting Parties shall also agree on the methods and procedures under which joint financial resources shall be mobilized and utilized.

16.2 Meetings of STACON

16.2.1 The stakeholders Consultative Committee (STACON) shall meet **twice a year**. Exceptionally, the STACON may meet more regularly at the request of the majority of the Members or the Chairperson in consultation with the Secretariat.

16.2.2 The STACON, taking into consideration the principle that meetings should rotate between the Corridor Member States, shall determine the venue for meetings.

16.2.3 Meetings shall be convened by the Secretariat acting in consultation with the Chairperson, through the despatch of a notice containing a draft agenda and the minutes of the previous meeting, if applicable. Notice of a meeting must be given at least one month prior to the proposed date thereof.

16.2.4 The Secretariat must, at least two weeks before giving notice of a meeting, enquire from Members whether they wish to propose any matters for inclusion on the agenda and discussion at the meeting.

16.2.5 The Secretariat may, acting in consultation with the Chairperson, invite any person to attend a meeting to act as advisor to STACON, if the attendance of such person is likely to contribute to the discussion of an agenda item.

ARTICLE 17: Decisions by the Interstate Council of Ministers and the Executive Board

17.1 Decisions by the Interstate Council of Ministers 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 TTFA, or one of the Contracting parties may request that the matter be settled through arbitration in accordance with the provisions of Article 29 of this AGREEMENT.

- 17.2 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 Interstate Council of Ministers for decision.

ARTICLE 18: Proceedings at meetings of STACON

- 18.1 A quorum for meetings of the STACON is **represented by stakeholders from a minimum of three Member-States. Each Country has one vote.**
- 18.2 Decisions of the STACON are taken by majority vote, unless the STACON decides that a matter must be decided unanimously. In the event that a Member holds a dissenting opinion, the Chairperson must ensure that such opinion is recorded in the minutes by the Secretariat.
- 18.3 If required to ensure its effective functioning, the STACON may adopt a decision, recommendation or resolution without meeting, provided the Chairperson has solicited the views of all Members telephonically, by facsimile or by electronic mail and has obtained the approval in writing of a majority of Members.

ARTICLE 19: Chairperson and Vice-Chairperson of STACON

- 19.1 The Chairperson and Vice-Chairperson shall be nominated from the Stakeholders Consultative Committee and each shall serve a term of two years.
- 19.2 The persons holding the offices of Chairperson and Vice-Chairperson of the STACON shall rotate between the nationals of the Corridor Member States. However, a person may be re-elected for a subsequent term as the Chairperson or Vice-Chairperson as the case may be, provided Members agree to further extensions.

- 19.3 The Chairperson and Vice-Chairperson are elected through a simple majority vote expressed in a secret ballot.
- 19.4 If the person elected as Chairperson is the nominated representative of a government organization or a parastatal body, the Vice-Chairperson shall be elected from among the nominated representatives of a private body or vice-versa.
- 19.5 A nominee shall be the person appointed as the representative of a Member of the STACON. A nomination is only valid if it is seconded. The chair shall ensure that nominees are qualified to be elected in terms of the agreed rotation list and be willing to take on the specified responsibilities.
- 19.6 The Chairperson and Vice-Chairperson may resign at any time. If the position of Chairperson or Vice-Chairperson falls vacant, a replacement shall be elected in the manner set out in Article 19.3 to serve the remainder of the term. The STACON may decide unanimously to delegate any of its functions to the Chairperson. The Chairperson may only perform a function delegated by the STACON with the prior Agreement of the Vice-Chairperson.
- 19.7 Any Corridor Member States institution which shall not attend STACON's three meetings consecutively shall be relieved of STACON responsibilities, if any.

ARTICLE 20: Stakeholders Representative Group (STAREP)

- 20.1 The Stakeholders Consultative Committee shall establish a Stakeholders Representative Group (STAREP) to oversee its affairs between meetings.
- 20.2 The persons holding the offices of Chairperson and Vice-Chairperson of STACON shall play the same role as the chairperson and vice chairperson of the Stakeholders Representative Group (STAREP). Other Members shall be nominated from the Stakeholders Consultative Committee and shall not be more than fifteen in total, represented by three STACON Members from each Member State.

- 20.3 STACON must have due regard to the need to ensure that the private sector and all transport modes and the interests of all corridor states are adequately represented on the STAREP.
- 20.4 STAREP shall **meet four times per year** out of which two times prior to the meeting of STACON. The Secretariat in consultation with the Chairperson must ensure that Members receive notice of a meeting at least two weeks in advance, through the despatch of a draft agenda and minutes of the previous meeting and of the STACON, if applicable.
- 20.5 Additional meetings of STAREP may be convened by agreement between the Chairperson and Vice-Chairperson or at the request of a majority of Members of the STAREP conveyed to the Chairperson.

ARTICLE 21: Functions of STAREP

21.1 The functions of STAREP shall include:

- (a) To co-ordinate corridor strategies and actions necessary to implement the work programme of the STACON;
- (b) To develop performance targets and to monitor performance;
- (c) To implement strategies designed to provide seamless transportation along the corridor;
- (d) To market the corridor; and monitor its utilization and to develop and implement strategies to attract more traffic to the corridor;
- (e) To ensure that the Secretariat implements TTFA'S decisions; and
- (f) To recommend actions to the STACON that will benefit the corridor as a whole.

ARTICLE 22: Establishment of Technical Working Group(s)

- 22.1 The STAREP may establish Technical Working Groups to deal with any matter related to its objectives or functions; and to formulate recommendations thereon.
- 22.2 The STAREP may task the Permanent Secretariat to formulate a brief for each working group.
- 22.3 The STAREP shall appoint Members for each working group and designate the chairperson. Whenever possible the STAREP must strive to appoint Members to the working groups that are representative of all the corridor member-states, and also ensure the balanced representation of public and private Members.
- 22.4 Each working group shall adopt its own procedures having regard to the nature of its brief.
- 22.5 Each working group shall report to the STAREP in accordance with its assignment.
- 22.6 A working group disbands once it has completed its assignment unless it has been appointed as a standing working group.

ARTICLE 23: The Permanent Secretariat

- 23.1 The Permanent Secretariat** shall be headed by an Executive Secretary and comprising of other officials.
- 23.2 The Secretariat** shall perform the following functions:
- (i) Coordinate the implementation of all decisions and resolutions made by the Interstate Council of Ministers, the Executive Board, STACON, STAREP, among others;

- (ii) Provide technical facilitation, secretarial, organizational and logistical services to the TTFA by organising periodical meetings of the Interstate Council of Ministers, the Executive Board, Stakeholders Consultative Committee, STAREP, among others;
- (iii) Provide the TTFA's governing organs, STAREP, technical working groups with technical advice;
- (iv) Prepare draft annual work programme for approval by the Executive Board;
- (v) Coordinate the implementation of improved communications systems among Member-States, customers, relevant government agencies and other concerned parties with the operation of the corridor and develop an effective user group whose input to TTFA would ensure users' needs are understood and addressed promptly;
- (vi) Promote positive attitudes and perceptions towards the Central Corridor as well as the logistics benefits offered;
- (vii) Develop an operational database tracking the corridor's performance and utilization;
- (viii) Maintain comparative pricing, delivery time and reliability data on the competitive corridors;
- (ix) Assist transport service providers to develop cost and service packages offering competitive rates and services and an integrated tariff structure to customers;
- (x) Respond to requests from business, Ministries of Trade and Industry, Chambers of Commerce and other organizations involved in industrial development and investment promotion regarding the facilities, costs, delivery time to various markets, security and reliability of the route as needed for them to effectively market the corridor and spur economic development based in part on the quality of the transport system;

- (xi) Undertake research on own initiative or as directed by the TTFA's governing organs;
- (xii) Appoint and manage consultants, subject to the approval of the TTFA;
- (xiii) Prepare an annual budget for approval by the Executive Board;
- (xiv) Collect and account for the funds of the TTFA; and
- (xv) Carry out such activities as directed by the TTFA from time to time.

ARTICLE 24: Secretariat Financing

- 24.1 Initial Costs:** the African Development Bank has pledged to provide financial assistance for start-up capital costs and operating costs for the first 3 years with effect from January 2007.
- 24.2 Future sources of funds:** Contracting Parties shall contribute equitably according to an agreed method and procedures, including levy on cargo as a possible option, under which joint financial resources shall be mobilized and utilized for sustainability of the TTFA and its Secretariat, to complement the funding from development partners as deemed appropriate.
- 24.3 Other Sources of Funds:** The TTFA may receive grants, donations and bequests in cash or kind. The Secretariat must ensure that donations received are separately accounted for.
- 24.4** The expenses of attending meetings, other than those of the Secretariat's staff shall be borne by Member-State.

ARTICLE 25: Appointment, conditions of service and termination of service of staff of the Permanent Secretariat

- 25.1 The Executive Secretary shall be appointed by the Interstate Ministerial Council upon recommendation of the Executive Board, for a term of three years which may be renewed once for another term of three years.
- 25.2 The Executive Secretary who shall be a senior specialist of outstanding competence and experience in the field of transit transport shall be responsible for the execution of all the tasks entrusted to the Secretariat. S/he will organize the practical day-to-day management of the Articles of the AGREEMENT and its Schedules, Annexes and Protocols and s/he will ensure the coordination of implementation of all decisions and resolutions made by the Interstate Council of Ministers, Executive Board, STACON and STAREP.
- 25.3 The senior officials such as Business Development Strategist, Customs Expert, Accountant and Civil Engineer shall be appointed by the Executive Board.
- 25.4 The Executive Secretary shall appoint support staff as are required for the proper discharge of the Secretariat functions.
- 25.5 Any Contracting party may, support the work of the Secretariat, by seconding its staff to serve as part-time employees of the Secretariat, subject to such conditions as the STAREP may determine with the approval of the STACON.
- 25.6 Member States are encouraged to provide staff and make in-kind contributions to the initial set-up of the Secretariat, such as equipment.
- 25.7 The recruitment process of all staff shall be carried out competitively.

ARTICLE 26: Transitional arrangements

The government of the host country Tanzania, shall, in collaboration with the funding agency, take all necessary measures to operationalise the TTFA.

ARTICLE 27: Termination of Membership

Any Contracting Party may terminate its membership by giving the Secretariat one year written notice. The Secretariat shall ensure that such notice is circulated promptly to all other Contracting Parties.

ARTICLE 28: Amendment of the AGREEMENT

- 28.1 Any Contracting Party may propose an amendment to this AGREEMENT by submitting a written proposal to the TTFA through the Secretariat. The TTFA may also initiate amendments on its own. The proposed amendments shall be considered within the TTFA, which shall communicate agreed amendments to the Contracting Parties.
- 28.2 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 TTFA Secretariat of the last such notification of acceptance.
- 28.3 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.
- 28.4 The TTFA shall notify the adoption of the amendments to the Secretariat who shall inform the Contracting Parties thereof.
- 28.5 Independently of the amendment procedure laid down in this Article 28.1 of this Agreement; the TTFA shall have the power to amend the Schedules, Annexes and Protocols. The text of any amendment so

decided upon shall be communicated to the Contracting Parties by the TTFA for approval.

- 28.6 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.
- 28.7 Furthermore, a proposal for amendment of this AGREEMENT may be discussed at the first meeting held after the receipt of such proposal. The proposal for amendment shall be adopted by a three quarters majority of all Contracting Parties present and voting.
- 28.8 Any Contracting Party acceding to this AGREEMENT shall be deemed to have accepted any amendments to this AGREEMENT in place at the time of its accession.

ARTICLE 29: Settlement of Disputes

- 29.1 Contracting parties and stakeholders shall endeavour to settle any disputes amicably.
- 29.2 In the event that an amicable settlement cannot be reached, any such dispute, controversy or claim which is not settled through consultation or through the intermediary of the TTFA shall, at the request of any Contracting Parties or stakeholders 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.
- 29.3 If any of the Contracting Parties fails to agree to the conditions stipulated in Article 29.2 above, or if the Council of Ministers fails to agree on the appointment of an arbitrator, any contracting parties may request

appointment of 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 Agency of the United Nations Commission on International Trade Law (UNCITRAL).

- 29.4 The decision of the arbitrator, or arbitrators, appointed under Article 29.3 shall be final and binding on the Contracting Parties concerned.
- 29.5 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.
- 29.6 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.

ARTICLE 30: Interpretation

This Agreement shall be signed and interpreted in both languages, English and French texts and both texts shall be authentic.

ARTICLE 31: Reservations

No reservations shall be made to this Agreement.

ARTILCE 32: Dissolution

The TTFA may be dissolved by a decision approved by a three quarters majority of Contracting parties. The decision determines the disposal of the assets and liabilities of the TTFA in accordance with the applicable International laws.

ARTICLE 33: Entry into Force and Depository of the Agreement

- 33.1 In order for the Agreement to be effective any three of the contracting parties must sign it.
- 33.2 This AGREEMENT shall enter into force on the thirty first day following the date of deposit of the third instrument of ratification, acceptance or approval with the depository.
- 33.3 The original signed copies of the AGREEMENT shall be deposited with the Executive Secretary of the United Nations Economic Commission for Africa (ECA). The Depository shall transmit certified copies of the AGREEMENT to all contracting parties. The original signed copies of the STACON Registration forms shall be deposited with the Secretariat of TTFA.
- 33.4 The depository shall:
- (i) Receive and keep custody of the original text of this AGREEMENT;
 - (ii) 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;
 - (iii) Receive any signature to this AGREEMENT and receive and keep custody of any instruments, notifications and communications relating to it;
 - (iv) 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;
 - (v) Inform the Parties and the States entitled to become Parties to this AGREEMENT of act, notifications and communications relating to this AGREEMENT;
 - (vi) 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; and

- (vi) Register this AGREEMENT with the Secretariat of the United Nations.
- 33.5 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 TTFA.
- 33.6 Any State using the Central Corridor for transit traffic may become a Contracting Party to this AGREEMENT by acceding thereto after its entry into force. The application shall be submitted to the Secretariat and shall be circulated among the Contracting Parties for approval.
- 33.7 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.
- 33.8 Upon entry into force, this AGREEMENT, its Annexes, Schedules and Protocols and any amendments thereto shall be registered with the United Nations in accordance with Article 102 of the UN Charter.

ARTICLE 34: Miscellaneous

- 34.1 Nothing in this AGREEMENT, its Annexes, Schedules 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.
- 34.2 The Clauses 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.
- 34.3 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.

- 34.4 Nothing shall prevent a Contracting Party from granting facilities greater than those provided for in this AGREEMENT and its Schedules and Protocols, and each Contracting Party is recommended to grant such greater facilities as extensively as possible.
- 34.5 The Contracting Parties undertake to inform the other Contracting Parties of any circumstances or measures introduced in application of Article 34.4 above which are relevant for the application of this AGREEMENT, its Schedules and Protocols.

ARTICLE 35: Existing Treaty, Agreements or Arrangements

- 35.1 From the date of its entry into force this AGREEMENT shall supercede any previous transit treaty, agreement or arrangement concluded between the Contracting Parties in respect of the Central Corridor.
- 35.2 The Contracting Parties may adopt further Protocols to this AGREEMENT as deemed necessary from time to time.
- 35.3 The Annexes, Schedules and Protocols to this AGREEMENT shall form an integral part of the AGREEMENT.
- 35.4 Such Protocols shall enter into force on the thirty-first day after the receipt by the TTFA of the notification of the adoption from all the Contracting Parties.

ARTICLE 36: Period and Termination

- 36.1 This AGREEMENT shall remain in force for a period of ten years from the date of entry into force unless extended or terminated earlier under Articles 36.2 and 36.3.
- 36.2 The Contracting Parties may agree to extend this AGREEMENT for a period of another ten years.

36.3 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 37: DECLARATION

Done in quintuplet in Dar es Salaam on 2nd September, 2006 in English and French languages, each party holding one original and both texts being equally authentic.

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

**Hon. Jean Bigirimana, Minister of Transports , Posts and
Telecommunications**

For the Government of the Republic of Burundi

Hon. Heva Muakasa, Minister for Transport and Communications

For the Government of the Democratic Republic of Congo

**Hon. Vincent Karega, Minister of State in charge of Industry and
Investment Promotion**

For the Government of the Republic of Rwanda

Hon. Basil P. Mramba, Minister for Infrastructure Development

Fort the Government of the United Republic of Tanzania

Hon. Simon Ejua, Minister of State for Works and Transport

For the Government of the Republic of Uganda

SCHEDULES

SCHEDULE NUMBER 1: Transit Routes and Facilities of the TTFA

Transit routes cover cargo and passenger transport utilizing:

- All Tanzanian roads connecting to Burundi, Democratic Republic of Congo, Rwanda, and Uganda together with all roads and railway systems in these landlocked countries connecting to the Central Corridor;
- The port of Dar es Salaam;
- The railway system operated by Tanzania Railways Corporation;
- The Isaka Dry Port;
- The marine services provided by Uganda Railways Corporation and Marine Services Company Limited and other private companies on lake Victoria;
- The port of Mwanza, Kemono Bay, Port Bell and Jinja Port;
- The marine services provided by Marine Services Company Limited and other public and private companies on lake Tanganyika;
- The port of Kigoma, Bujumbura; Moba, Baraka, Kasanga; Kalundu and Kalemie;
- Deep sea and coastal shipping services calling at Dar es Salaam port;
- Kidatu inland transshipment terminal; and
- Other Transit Routes and Facilities as determined from time to time.

SCHEDULE NUMBER 2: List of Members

STAKEHOLDERS CONSULTATIVE COMMITTEE (STACON)

In accordance with **Article 17.4** of the Agreement, the following government departments and institutions shall initially constitute the Members of the STACON:

BURUNDI

1. Director General of Transports, Posts and Telecommunications -Ministry of Transport, Posts and Communications
2. Ministry of Commerce and Industries
3. Chamber of Commerce, Industries and Agriculture
4. Ship Owners Association
5. Burundi Ports Corporation
6. Association of Oil Marketing Companies
7. Association des Transitaires
8. Ministry of Publics Works (Roads Office)
9. Ministry of Finances (Customs)

DRC

1. Ministry responsible for Transport and Communications
2. Ministry responsible for Public Works and Infrastructure
3. Ministry responsible for Regional Cooperation
4. Ministry responsible for Small and Medium Enterprises
5. Ministry responsible for Trade and Industry
6. Société Nationale des Chemins de Fer du Congo (SNCC)
7. La Générale de Carrières et des Mines (GECAMINES)
8. Régie des Voies Fluviales (RVF)
9. Office National des Transports (ONATRA)
10. Office des Routes (OR)
11. Office Gestion du Fret Maritime (OGEFREM)
12. Compagnie Maritime du Congo (CMDC)
13. Office des Douanes et Accises (OFIDA)
14. Chemin de Fer des Uele's (CFU)
15. Office Congolais de Contrôle (OCC)
16. Direction Générale des Migrations (DGM)

RWANDA

1. Ministry responsible for Infrastructure – Transport Unit
2. Ministry responsible for Commerce & Tourism
3. Rwanda Federation of Private Sector [FRSP]
4. Magasins Généraux du Rwanda (MAGERWA)
5. Rwanda Road Transport Operators Association
6. Association of Transporters of Rwanda-(ATAR)
7. Association of Insurers of Rwanda-(ASAR)
8. Association of Clearing Agents of Rwanda-(ADAR)

TANZANIA

1. Ministry responsible for Transport
2. Ministry responsible for Industries and Trade
3. Tanzania Roads Agency (TANROADS)
4. Tanzania Ports Authority (TPA)
5. Tanzania International Container Terminal Services Company Limited (TICTS)
6. Tanzania Railways Corporation (TRC)
7. Surface and Marine Transport Regulatory Authority (SUMATRA)
8. Tanzania Revenue Authority-CUSTOMS
9. Tanzania Shipping Agencies Association (TASAA)
10. Tanzania Chamber of Commerce Industries and Agriculture (TCCIA)
11. Tanzania Freight Forwarders Association (TAFFA)
12. Marine Services Company Limited (MSC)
13. Tanzania Truck Owners Association (TATOA)
14. AMI Port Operations (APO)
15. National Development Corporation (NDC)

UGANDA

1. Ministry responsible for Transport - Directorate of Transport
2. Ministry responsible for Tourism, Trade and Industry
3. Uganda Railways Corporation (URC)-to change name after concessioning in 2006
4. Uganda Revenue Authority (URA)
5. Uganda Freight Forwarders Association (UFFA)
6. Uganda Manufacturers Association (UMA)
7. Uganda Importers & Exporters Association (UGIETA)
8. Uganda National Chamber of Commerce and Industry (UNCCI)
9. Uganda National Road Agency (UNRA)

This list is indicative and is not intended to exclude other organizations interested in subscribing to the AGREEMENT.

SCHEDULE NUMBER 3: STACON MEMBER REGISTRATION FORM

The undersigned:.....

Who is the:.....(Designation)

Of :.....(name of government department or Ministry/ organisation)

Physical and Postal Address:.....

City.....Country:.....

Telephone Number: Country Code.....Area Code.....Tel No.....

Fax Number:

Hereby confirms that his/her Ministry/Government department/ organization is a member of the Stakeholders Consultative Committee (STACON) of the Central Corridor Transit Transport Facilitation Agency (TTFA) established on 2nd September, 2006 in Dar es Salaam, TANZANIA. It is also confirmed that as a member of STACON, the Ministry/Government department/organization shall actively pursue the objectives of the TTFA listed in Article 3 of its Agreement.

Signature:.....Date:.....