

CHAPTER 246

THE EASTERN AND SOUTHERN AFRICAN MANAGEMENT INSTITUTE ACT

Arrangement of Sections

Section

1. Interpretation
2. Agreement to have force of law
3. ESAMI to have capacity of body corporate
4. Financial provisions
5. Amendment of agreement

SCHEDULE

Schedule

Agreement Establishing Eastern and Southern African Management Institute

CHAPTER 246**THE EASTERN AND SOUTHERN AFRICAN MANAGEMENT
INSTITUTE ACT**

Commencement: 28 February, 1980

An Act to provide for giving legal effect to the agreement establishing the Eastern and Southern African Management Institute and for related matters.

1. Interpretation

In this Act, unless the context otherwise requires—

“agreement” means the agreement establishing the Eastern and Southern African Management Institute signed at Arusha on the 28th February, 1980, which is set out in the Schedule to this Act;

“Board” means the Governing Board of the Eastern and Southern African Management Institute established by article V of the agreement;

“ESAMI” means the Eastern and Southern African Management Institute established by article I of the agreement.

2. Agreement to have force of law

The agreement set out in the Schedule to this Act shall have the force of law in Uganda.

3. ESAMI to have capacity of body corporate

(1) ESAMI shall have the capacity within Uganda of a body corporate with perpetual succession, and shall have power to acquire, hold, manage and dispose of land and other property and to sue and be sued in its own name.

(2) ESAMI shall have power to perform any of the functions conferred upon it by the agreement and to do all things, including borrowing, that in the opinion of the board are necessary or desirable for the performance of these functions.

4. Financial provisions

(1) There shall be charged and paid out of the Consolidated Fund without any further appropriation than this Act all payments required to be made from time to time by the Government to ESAMI under the terms of the agreement.

(2) For the purpose of providing any sum required for making payments under this section, the Minister responsible for finance may, on behalf of the Government, make such arrangements as are necessary, or raise loans by the creation and issue of securities bearing such rates of interest and subject to such conditions as to repayment, redemption or otherwise as the Minister thinks fit, and the principal and interest of those securities and the charges and expenses incurred in connection with their issue shall be charged on and issued out of the Consolidated Fund.

(3) Money received by the Government from ESAMI under the agreement or raised under subsection (2) shall be paid into and form part of the Consolidated Fund and shall be available in any manner in which the Consolidated Fund is available.

5. Amendment of agreement

If the agreement is amended or modified, the Attorney General shall, by statutory order, cause a notice of the amendment or modification and of the date when the amendment or modification comes or is deemed to have come into force, to be published in the *Gazette*, and the amendment or modification shall, for the purpose of this Act, come or be deemed to have come into force on that date.

SCHEDULE

Section 2

**Agreement Establishing Eastern and Southern African Management
Institute**AGREEMENT ESTABLISHING THE EASTERN AND SOUTHERN
AFRICAN MANAGEMENT INSTITUTE (ESAMI)
ARUSHA (TANZANIA)

The Governments on whose behalf this Agreement is signed:

Recognising:

- (a) the importance of management capabilities in the development process of the following States of Eastern and Southern Africa: Angola, Botswana, Comoros, Djibouti, Ethiopia, Kenya, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Seychelles, Somalia, Swaziland, Tanzania, Uganda and Zambia;
- (b) that management education and training is an important contributor to the emergence of effective management practices in the aforementioned States;
- (c) that the magnitude of the task of management development calls for concerted efforts in developing and utilising appropriate training, research and consultancy programmes and facilities;
- (d) that only such co-operative endeavour would ensure optimum utilisation of the scarce resources that are available in the States of Eastern and Southern Africa;
- (e) that in response to this need the East African Management Institute, Arusha (Tanzania), has since 1976 offered its training services to the States of Eastern and Southern Africa;

RECALLING United Nations Economic Commission for Africa Conference of Ministers resolutions 306 (XIII) on Co-operation in Manpower Development and Utilisation and 318 (XIII) on Training for Development, which, *inter alia*, respectively called upon African States to make maximum use of the training and research facilities of existing institutions and for the development of appropriate African multinational, subregional or regional training institutions and programmes designed to meet Africa's present and future manpower needs;

NOTING the existence of the East African Management Institute, located in Arusha (Tanzania) which was established by the Governments of Kenya, the United Republic of Tanzania and the Republic of Uganda as an intergovernmental institution designed to provide specialised top-level management training, research and consultancy services to its members;

ENDORSING the recommendations of the East African Management Institute's Annual Working Conference of 1976 and 1977 that the Institute should serve all the States of Eastern and Southern Africa;

NOTING FURTHER the unanimous agreement of the Third Conference of the Council of Ministers of the Multinational Programming and Operational Centre for Eastern and Southern Africa, meeting in Lusaka on 4th November, 1977, that the East African Management Institute be converted into, and used as, an Institute for Management Development for the States of Eastern and Southern Africa and that action be taken leading to its conversion to serve this purpose;

RECALLING FURTHER the request made to the Executive Secretary of the Economic Commission for Africa to take all necessary steps for the implementation of the foregoing decisions;

EXPRESSING its gratitude to the Governments of the Republic of Kenya, the United Republic of Tanzania and the Republic of Uganda, for their unanimous decision to have the East African Management Institute established under the East African Community Management Institute Act, 1974, converted into an Eastern and Southern African Management Institute;

CONVINCED of the desirability and urgency of formalising the association of the States of Eastern and Southern Africa with an East African Management Institute, of increasing the viability of such an institute, of broadening the formal basis of the activities of such an institute, of assuring its continuity in rendering services to all the States of the Eastern and Southern Africa sub-region and of enhancing its impact on the development of management capabilities of the States of Eastern and Southern Africa in particular and of the Africa region in general;

HEREBY AGREE AS FOLLOWS:

ARTICLE I

ESTABLISHMENT AND NATURE OF THE INSTITUTE

1. There is hereby established the Eastern and Southern African Management Institute (hereinafter referred to as “the Institute”) which shall operate in accordance with the provisions of this Agreement.

2. The Institute shall be a body corporate with perpetual succession and a common seal.

ARTICLE II

HEADQUARTERS OF THE INSTITUTE

The headquarters of the Institute shall be at Njiro Hill, Arusha, in the United Republic of Tanzania (hereinafter referred to as “the host country”).

ARTICLE III

MEMBERSHIP OF THE INSTITUTE

1. Membership of the Institute shall be open to all States of Eastern and Southern Africa, that is to say, Angola, Botswana, Comoros, Djibouti, Ethiopia, Kenya, Lesotho, Madagascar, Malawi, Mauritius, Mozambique, Seychelles, Somalia, Swaziland, Tanzania, Uganda, and Zambia and such other States of Eastern and Southern Africa as the Governing Board may determine.

2. The Members of the Institute (hereinafter referred to as “the Member States”), shall be the States referred to in paragraph 1 of this Article that accede to this Agreement.

3. Subject to their clear unequivocal expression of intent to adhere to this Agreement, the Countries referred to in paragraph 1 of this Article and which have not adhered to this Agreement may after the coming into force of this Agreement and until they adhere to it be at liberty to use the

facilities of the Institute and benefit from its programmes upon terms and conditions determined by the Governing Board.

ARTICLE IV

OBJECTIVES AND FUNCTIONS OF THE INSTITUTE

1. The objectives of the Institute shall be to improve the performance and management effectiveness of public and private institutions and enterprises within the member States.

2. In pursuance of the foregoing objectives, the Institute shall carry out the following principal functions:

- (a) promote, organise, co-sponsor or facilitate the organisation of management training courses, workshops, seminars, or symposia designed to enhance the skills and performance effectiveness of management personnel in the services of public, parastatal and private institutions and enterprises within the member States of the Institute;
- (b) serve as a specialised regional centre for training, research and consultancy in different functional management fields with particular focus on the management of public enterprises, including the specialised subsectors mentioned in subparagraph (f) of this paragraph, and offer appropriate examination courses and certification in these fields;
- (c) undertake, co-sponsor or facilitate the conduct of studies on administrative or management problems connected with the socio-economic and technological development of the member States;
- (d) provide management consultancy services to public and private institutions within its member States, at their request;
- (e) provide documentation and information services and act as a conference centre in the field of management;
- (f) endeavour to test, evaluate, develop and disseminate new management techniques in such strategic sectors and areas as financial management, project appraisal and management; human resources management; transport and communications management; the management of public enterprises, public organisations and institutions; materials management; natural resources management; science and technology management;

- administration of health and hospital management; industrial and agro-industrial planning and management; and municipal and local authorities management; and
- (g) collaborate with national, regional and international management development institutions and associations in carrying out any or all of the above activities.

ARTICLE V

ADMINISTRATION AND ORGANS OF THE INSTITUTE

The Institute shall have the following organs and administrative structures:

- (a) a Governing Board;
- (b) an Academic Board;
- (c) the Director and Deputy Director of the Institute.

ARTICLE VI

THE GOVERNING BOARD: COMPOSITION, POWERS AND FUNCTIONS

Composition of the Governing Board:

1. The Governing Board shall consist of:
 - (a) a Chairman elected by members of the Governing Board from among themselves;
 - (b) a Deputy Chairman elected by members of the Governing Board from among themselves;
 - (c) one representative of each member State nominated by the Government on the basis of his or her qualifications, management expertise and relevant experience;
 - (d) representatives of such international, regional and private business organisations as the Governing Board may from time to time invite; and the representatives referred to herein shall have no right to vote;
 - (e) a senior member of the academic staff of the Institute elected for that purpose by the academic staff, who shall have no right to vote;
 - (f) the Director of the Institute who shall have no right to vote.

2. *Re-election to the Governing Board:*

A member of the Governing Board elected under the provisions of subparagraphs (a) and (b) of paragraph 1 of this Article shall hold office for two years in the first instance and may be eligible for re-election for a further

term of office.

3. *Powers and Functions of the Governing Board:*

The Governing Board shall be the supreme policy-making organ of the Institute. It shall in particular:

- (a) determine the general principles and policies governing the activities of the Institute;
- (b) consider and approve the work programmes and corresponding budgets of the Institute;
- (c) consider and approve the annual reports of the Director of the Institute on the activities and progress of the Institute, including budgetary and financial report for the year ended;
- (d) determine the annual and special contributions to be paid by the member States of the Institute and matters related thereto; upon
- (e) the recommendation of the Director of the Institute, appoint, promote and discipline senior administrative, academic and technical staff of the Institute as well as determine their terms and conditions of service, provided that any such recommendation by the Director shall have the prior endorsement of the Appointments and Promotions Committee set up by the Academic Board in accordance with the provisions of subparagraph (d) of paragraph 5 of Article IX of this Agreement;
- (f) appoint the Director and Deputy Director of the Institute;
- (g) appoint annually professionally qualified auditors to audit the accounts of the Institute;
- (h) establish such special or technical committees as it may deem necessary or desirable;
give approval to the Director or other agent to seek and receive, on behalf of the Institute, subventions, gifts, donations, grants, other moneys or gifts in kind for the purpose of the Institute;
- (j) approve the financial, staff and other rules and regulations of the Institute;
- (k) on the recommendation of the Academic Board, determine diplomas, certificates and honours to be granted by the Institute in

- accordance with the provisions of subparagraph (a) of paragraph 1 of Article XV of this Agreement;
- (l) award, on the recommendation of the Academic Board, diplomas, certificates and honours to students who satisfactorily complete prescribed courses;
 - (m) submit through its chairman annual reports to member States;
 - (n) generally perform such other functions as may be necessary, desirable or incidental to the achievement of the Institute or which may contribute thereto.

ARTICLE VII

POWERS AND DUTIES OF THE CHAIRMAN OF THE GOVERNING BOARD

The Chairman of the Governing Board shall:

- (a) convene and preside over meetings of the Governing Board and arrange its agenda;
- (b) submit to member States annual reports;
- (c) assist the Governing Board in promoting the objectives of the Institute and in mobilising resources from bilateral and multilateral sources for the development of the Institute and in support of its programmes of activities;
- (d) undertake such other functions and exercise such powers as may be expressly provided for or inherent in this Agreement with respect to the office of Chairman of the Governing Board or as may be specifically requested or conferred by the Board.

ARTICLE VIII

MEETINGS OF THE GOVERNING BOARD

1. The Governing Board shall meet in ordinary session twice every year. It may meet in an extraordinary session if it so determines or if convened by the Chairman or if requested by at least one-third of its voting members.

2. The ordinary and extraordinary sessions of the Governing Board shall be held at the headquarters of the Institute unless convened elsewhere in pursuance of a decision taken at a previous session of the Board.

3. Decisions of the Governing Board shall normally be by consensus.
4. Subject to the provisions of this Agreement, the Governing Board shall determine its own procedure, including that for the convening of its sessions, quorum and the conduct of business thereat.
5. Appropriate records of the deliberations and decisions of the Governing Board shall be maintained by the Director of the Institute.

ARTICLE IX

ACADEMIC BOARD

Composition:

1. There shall be an Academic Board consisting of:
 - (a) the Director and Deputy Director of the Institute, all heads of Divisions, the Registrar of the Institute, and not more than four members elected by the academic staff from among themselves;
 - (b) two persons appointed by the Governing Board on the basis of their contribution to management development;
 - (c) such other persons as the Academic Board may think fit to co-opt.
2. The Director of the Institute shall be the Chairman of the Academic Board and the Registrar of the Institute shall serve as its Secretary.
3. All elected and appointed members under subparagraphs (a) and (b) of paragraph 1 of this Article shall hold office for two years and may be eligible for re-election or re-appointment as the case may be.
4. The Academic Board shall meet at least quarterly in an ordinary session and may meet in extraordinary session if convened by the Chairman or so requested by one-third of its members.

5. *Functions:*

The Academic Board shall be responsible for the following duties:

- (a) review academic and research programmes, including special regional or country programmes submitted to it by heads of Divisions and submit its recommendations to the Governing Board for approval;
- (b) determine diplomas, certificates, and honours to be awarded by the Institute, the conditions to be fulfilled for the grant of each award and make recommendations thereon to the Governing Board;
- (c) undertake annual comprehensive reviews of the programmes and activities of the Institute, evaluate programme strategies and priorities and submit its recommendations to the Governing Board;
- (d) subject to the provisions of subparagraph (e) of paragraph 3 of Article VI, set up an Appointments and Promotions Committee which shall have the responsibility of making recommendations for appointment, promotion, termination of service and discipline of the staff of the Institute; in the case of senior academic, administrative and technical staff, the Committee shall send its recommendations through its Chairman to the Governing Board for its consideration and approval and in the case of junior staff the recommendations of the Committee shall be made only to the Director of the Institute;
- (e) determine its own rules of procedure as well as the rules and guidelines to govern the activities of the Appointments and Promotions Committee;
- (f) generally perform such other functions as may be necessary, desirable or incidental to the maintenance of the highest standard of efficiency, integrity and performance by the staff of the Institute and the achievement of academic excellence in the training and research programmes of the Institute.

ARTICLE X

THE DIRECTOR

1. The Institute shall have a Director who shall be appointed as provided for under subparagraph (f) of paragraph 3 of Article VI of this Agreement. The Director shall serve for a term of three years and shall be eligible for reappointment.

2. The Director shall be assisted by a Deputy Director who shall be appointed as provided for under subparagraph (f) of paragraph 3 of Article VI of this Agreement. The Deputy Director shall serve for a term of three years and be eligible for reappointment.

3. The Director shall be the Chief Executive Officer and academic and administrative head of the Institute. He or she shall, in accordance with the policies, decisions and directives of the Governing Board, have responsibility for the organisation, direction and efficient administration of the Institute.

4. The Director shall be responsible to the Governing Board for the following duties:

- (a) proper administration of the Institute in accordance with the general principles, policies and regulations determined by the Governing Board;
- (b) submission of the draft work programme and corresponding budget of the Institute to the Governing Board for its consideration and approval;
- (c) the execution of the approved work programme of the Institute and the proper management of its finances;
- (d) submission of annual and progress reports on the activities of the Institute, including financial statements on its income and expenditure, to the Governing Board for its consideration;
- (e) submission to the Governing Board of names of persons recommended for appointment in accordance with the provisions of subparagraph (e) of paragraph 3 of Article VI of this Agreement;
- (f) appointment of staff of lower grades other than those referred to in subparagraph (e) of paragraph 3 of Article VI of this Agreement;
- (g) collaboration with national and international organisations and institutions that may be interested in promoting the objectives of the Institute;
undertake such work and perform such services relating to the objectives of the Institute as may be assigned to him or her by the Governing Board and also make such proposals thereto as may further the overall objectives of the Institute;

- (i) subject to the provisions of this Agreement provide secretarial services to the Governing Board and all other organs of the Institute established under this Agreement.

ARTICLE XI

FINANCIAL RESOURCES

1. The financial resources of the Institute shall consist of:
 - (a) such moneys as member States shall provide from time to time for the purpose of the Institute, as stipulated in Article XVI, paragraph (h);
 - (b) contributions by way of grants, gifts, donations and subventions received from bilateral and multilateral organisations, foundations or from other sources in support of projects and activities approved by the Governing Board;
 - (c) tuition and other fees derived from the programme activities of the Institute, particularly from its training courses and consultancy services;
 - (d) such moneys or movable and immovable assets as may in any manner become payable to, or vested in the Institute in pursuance of the provisions of this Agreement or in relation or incidental to the carrying out of its functions.

2. The acceptance by the Institute of contributions or income under the provisions of subparagraphs (b) and (d) of paragraph 1 of this Article shall in every case receive the approval of the Governing Board and be subject to the financial rules and regulations of the Institute.

ARTICLE XII

ANNUAL BUDGETS

1. At least three months before the commencement of each financial year, the Director shall prepare for submission to the Governing Board the annual budgets of revenue and expenditures of the Institute for that financial year.

2. The Governing Board shall, before the commencement of each financial year, consider and approve, subject to such modifications and amendments as it may consider appropriate, the annual budgets prepared under paragraph 1 of this Article for that financial year.

3. Each annual budget shall separately show resources derived from (i) the contribution of member States; (ii) the programme earnings of the Institute; (iii) income derived from bilateral and multilateral sources; and (iv) any other income, and shall indicate distinctly the current and capital expenditures to be charged against incomes.

4. In the event of the budget for the coming year not being approved by the Governing Board as of 31st December of the year ending the Director of the Institute shall be empowered to use up to three month's budget of the year just ended.

ARTICLE XIII

ACCOUNTS AND AUDIT

1. The Governing Board shall cause to be maintained proper books of accounts and shall, within three months after the close of each financial year, cause the accounts relating to such financial year, together with a statement of income and expenditure and a statement of the assets and liabilities of the Institute for that financial year, to be submitted to professionally qualified auditors for auditing.

2. The accounts of the Institute shall be audited by Auditors appointed under subparagraph (g) of paragraph 3 of Article VI of this Agreement, and shall have, in respect of the Institute, the same powers and duties as are conferred to or imposed on auditors in the host country.

3. All funds of the Institute and grants received from multilateral and bilateral sources shall be paid into the account of the Institute with banks approved by the Governing Board.

ARTICLE XIV

TRANSFER OF ASSETS AND LIABILITIES AND
TRANSITIONAL PROVISIONS

1. Upon the coming into force of this Agreement, the Governments of the Republic of Kenya, the United Republic of Tanzania and the Republic of Uganda in whom the assets and liabilities of the East African Management Institute are now vested, shall be deemed to have transferred to, and vested in, the Institute the aforementioned assets and liabilities.

2. Upon the coming into force of this Agreement, the assets and liabilities deemed to have been transferred to, and vested in, the Institute by virtue of paragraph 1 of this Article, shall by virtue of this paragraph and without further assurance be transferred to, and vested in, the Institute and from that day the Institute shall, in respect of such assets and liabilities so transferred and vested, have all the rights and be subject to all the liabilities which the East African Management Institute has, or is subject to, immediately before the coming into force of this Agreement.

3. All future capital expenditures for the expansion and improvement of the facilities of the Institute shall be the joint responsibility and common interest of all States adhering to this Agreement.

4. Every contract or agreement, including contracts of employment, made by or on behalf of the East African Management Institute by authorised representatives of that Institute (whether of such a nature that rights and liabilities thereunder can be assigned by that Institute) shall have the same effect as if made by or on behalf of the Institute.

5. Any proceedings by or against the East African Management Institute pending the coming into force of this Agreement shall be continued by or against the Institute.

6. References to the East African Management Institute in any law or document shall be construed as references to the Institute.

7. Upon the coming into force of this Agreement, the Director of the East African Management Institute and other persons then in the employment of that Institute or rendering service to it shall, without prejudice

to the powers vested in the Governing Board, the Academic Board and the Director of the Institute under this Agreement, and as the case may be, become employees of, or render service to, the Institute on the same terms and conditions of service hitherto enjoyed by them with the East African Management Institute.

ARTICLE XV

REGULATIONS OF THE INSTITUTE

1. The Governing Board may make regulations for the better carrying out of the objectives of this Agreement and, without prejudice to the generality of the foregoing, may make regulations:

- (a) prescribing diplomas, certificates and other awards which may be granted or conferred by the Institute and the conditions to be fulfilled before they are granted;
- (b) relating to the conduct of examinations;
- (c) prescribing fees or other payments in respect of admission to the training courses of the Institute or the conduct of consultancy services;
- (d) regarding the proper management of the finances of the Institute;
- (e) governing the terms and conditions of service of the staff of the Institute;
- (f) providing for disciplinary action against the officers and other staff of the Institute and for supervisory measures over any persons undergoing a course of study conducted by the Institute.

2. Regulations made under the preceding paragraph shall be circulated to all member States for their information and to all other organisations and institutions interested in the objectives of the Institute.

ARTICLE XVI

OBLIGATIONS OF MEMBER STATES OF THE INSTITUTE

The member States of the Institute shall co-operate in every way to assist the Institute in achieving its objectives, and shall in particular:

- (a) take all such steps as may be necessary to implement the decisions of the Governing Board;
- (b) facilitate the collection, exchange and dissemination of information, reports and other documents relating to management development, consultancy and research, as may be requested by the competent organs and officials of the Institute;
- (c) make available training, consultancy and research facilities on such terms and conditions as may be agreed upon with the competent organs of the Institute;
- (d) where feasible make available national personnel for the operations and activities of the Institute on such terms and conditions as may be agreed upon with the competent organ of the Institute;
- (e) pay promptly their special contributions to the budgets of the Institute as may be determined by the Governing Board or as may be mutually agreed for particular programmes or projects to be carried out in their territories by the Institute;
- (f) ensure proper accounting for any grants or reimbursable loans received from or through the good offices of the Institute for specific programme activities;
- (g) support the programmes and activities of the Institute;
- (h) make financial contributions promptly within the financial year of the Institute to the capital and recurrent budgets of the Institute on the basis of an assessment formula agreed to by the member States of the Institute;
- (i) accord to the Institute such facilities, privileges and immunities as may be required under Article XVIII of this Agreement.

ARTICLE XVII

CO-OPERATING STATES AND INSTITUTIONS

1. Subject to the provisions of this Agreement the Governing Board may seek and maintain active co-operation with governments, organisations or institutions not parties to this Agreement (collectively referred to in this Agreement, as “co-operating States and institutions”), which are desirous of assisting the Institute or its member States in achieving the objectives of the Institute.

2. Subject to the provisions of this Agreement, the Governing Board may enter into arrangements with co-operating States and institutions, defining methods of co-operating in general or relating to individual activities or projects.

3. In furtherance of the provisions of the preceding paragraph, the Governing Board may seek assistance from co-operating States and institutions for the implementation of approved projects of the Institute and in acting as executing agency in respect of such projects for which it has been able to obtain assistance from co-operating States and institutions under the provisions of this paragraph.

4. The Institute shall maintain a close consultative and co-operative relationship with the United Nations Economic Commission for Africa. The Economic Commission for Africa, in furtherance of this co-operative arrangement, is expected, within the limit of its resources, to assist the Institute generally and more particularly in promoting the programme and corporate image of the Institute.

5. The Institute shall also maintain close contact and collaboration with appropriate United Nations Agencies and other international organisations for the achievement of its objectives and the implementation of its programme of activities.

ARTICLE XVIII

STATUS, CAPACITY, PRIVILEGES AND IMMUNITIES

1. To enable it to achieve its objectives and perform the functions entrusted to it, the Institute shall possess in the territory of each member State an independent juridical personality. To this end the status, capacity, privileges, immunities and exemptions, set forth in paragraphs 2 to 12 of this Article shall be accorded to the Institute in the territory of each member State.

2. The Institute shall for the purposes of this Agreement have the capacity:

- (a) to enter into contracts;
- (b) to sue and be sued;
- (c) to acquire and dispose of movable or immovable property;

- (d) subject to the provisions of this Agreement, to borrow such sums of money as it may require for its purposes.

3. The Institute, its property and assets shall enjoy immunity from every form of legal process, except insofar as in any particular case it has, through the Director of the Institute, expressly waived its immunity: Provided, however, that no waiver of immunity shall extend to any measure of execution.

4. The Institute shall be inviolable. The property and assets of the Institute shall be immune from search, requisition, confiscation, expropriation, and any other form of interference by legislative, executive, judicial or administrative action.

5. The archives of the Institute, and in general all documents belonging to it or held by it, shall be inviolable.

6. The Institute, its property, assets, income and transactions shall be exempt from all taxation and from customs duties, prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Institute for its official use. The Institute shall also be exempt from any obligation relating to the payment, with-holding or collection of any tax or duty.

7. Representatives of the member States attending meetings of the Institute and who are not otherwise officials of the United Nations, shall enjoy such privileges and immunities as are provided for *mutatis mutandis* by Article VI of the Convention on Privileges and Immunities of the United Nations.

8. Officials of the Institute who are not otherwise officials of the United Nations or of the specialised agencies of the United Nations shall enjoy such privileges and immunities as are provided for *mutatis mutandis* by Article V of the Convention on Privileges and Immunities of the United Nations.

9. Without prejudice to the foregoing provisions, the member States undertake to accord to all representatives of the member States of the Institute, all officials of the Institute who are not nationals of the member States of the Institute concerned, representatives of the Organisation of

African Unity and co-operating States and institutions, such facilities and courtesies as are necessary for the exercise of their functions in connection with the Institute.

10. The Director of the Institute shall, in consultation with the host country and the country of the nationality of the official, have the right and duty to waive the immunity of any official of the Institute who is not an official of the United Nations or of a specialised agency of the United Nations or of any other international agency linked with the Institute in cases where in his opinion the immunity would impede the cause of justice and can be waived without prejudice to the interest of the Institute.

11. All persons undergoing training or taking part in a scheme for the exchange of personnel at the Institute or organised elsewhere within the territory of a member State of the Institute in pursuance of the provisions of this Agreement and who are not nationals of the member State of the Institute concerned, shall have the right of entry into, sojourn, or exit as is necessary for the purpose of their training or the exchange of personnel. They shall be granted facilities for speedy travel and visas, where required, shall be granted promptly and free of charge.

12. Officials of the United Nations or specialised agencies of the United Nations performing functions in connection with the Institute shall respectively enjoy the privileges and immunities provided under the Convention on Privileges and Immunities of the United Nations or the Convention on Privileges and Immunities of the Specialised Agencies as the case may be.

13. The Institute shall co-operate at all times with the appropriate authorities of the member States to facilitate the proper administration of justice, secure the observance of national laws and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this Article.

14. The Chairman of the Governing Board shall conclude with the host country an appropriate headquarters agreement in relation to the Institute.

ARTICLE XIX**AMENDMENTS**

1. Any member State of the Institute may submit proposals in writing for the amendment of this Agreement.

2. Any such proposals shall be submitted to the Chairman of the Governing Board who shall transmit them to the other member States of the Institute for their comments and subsequently to the Governing Board for consideration and approval by two-thirds majority.

3. The Governing Board shall make rules and regulations for the application of the provisions of this Article.

ARTICLE XX**WITHDRAWAL, SUSPENSION OF MEMBERSHIP OR DISSOLUTION**

1. Any member State of the Institute wishing to withdraw from the Institute shall give to the Chairman of the Governing Board one year's notice in writing. At the end of this period of one year, if such notice is not withdrawn, such member State shall cease to be a member State of the Institute.

2. The membership of the member State that has given notice of withdrawal shall continue until its notification of withdrawal becomes effective. A member State withdrawing from the Institute shall continue to be held responsible for obligations incurred during its period of membership.

3. Any member State of the Institute which fails for one year to meet its membership obligations under Article XVI of this Agreement and which will not have paid by the end of the first quarter of the second year, shall be suspended until such time as it fulfils its obligations to the Institute in full. A suspended member State shall continue to be held responsible for obligations incurred during its period of membership.

4. A disqualified member shall forfeit all rights and privileges of the Institute.

5. In the unlikely event of dissolution the assets and liabilities of Eastern and Southern African Management Institute shall be treated in accordance with international conventions.

ARTICLE XXI

SETTLEMENT OF DISPUTE

Any dispute that may arise among the member States of the Institute regarding the interpretation or application of this Agreement shall be amicably settled by direct agreement between the parties. In the event of a failure to settle such a dispute, the matter may be referred to the Governing Board by a party to such dispute and the decision of the Board shall be final.

History: Statute 12/1988; Cap. 126 (Revised Edition, 2000)

Cross References

Convention on Privileges and Immunities of the United Nations
East African Community Management Institute Act, Act No. 40 of 1974
