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Government Notice No. 182

HEADQUARTERS AGREEMENT

BETWEEN THE

AFRICAN IRON AND STEEL ASSOCIATION

AND

THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA

In accordance with the resolutions adopted by the authority of the Board of Directors of the African Iron and Steel Association (AISA) to establish the Headquarters of the AISA in Abuja, Nigeria.

Having regard to the acceptance of the Government of the Federal Republic of Nigeria (hereinafter referred to as "the Government") to host the Headquarters of AISA, at Abuja.

Further regard to Articles 108-110 of the Statute of AISA which provides that AISA shall enjoy in the territory of the host Country such privileges and immunities as extended to other International Organisations and that representatives of member States and designated categories of officials of the AISA and other persons involved in the activities of the Association shall similarly enjoy such privileges and immunities as are necessary for the independent exercise of their functions in connection with AISA. Now, therefore, the Government of the Federal Republic of Nigeria and the AISA have agreed as follows :

ARTICLE I

Definitions

For the purpose of this agreement, the following expressions shall have the meaning assigned to them hereunder :—

(*a*) "AISA" means the African Iron and Steel Association including its secretariat, its institutions, technical and specialised bodies as may be created or established by the Statute or protocols as the need arises ;

(*b*) "headquarters" refer to the buildings, premises or structures used by the General Secretariat of the AISA in Nigeria. The term 'Headquarters' and 'General Secretariat' shall therefore be used interchangeably to have the same connotation ;

(*c*) "Secretary General" refers to the Secretary General of the AISA and/or his authorised or designated representative(s) and he is the Executive head of the General Secretariat ;

(*d*) "Officials and other employees of the AISA" refer to all members of staff of the AISA irrespective of their nationalities with the exception of Staff who are recruited locally on hourly rates ;

(*e*) "Representatives of Member States" include resident representative(s), accredited Technical Experts, Consultants, Leaders of Delegations from AISA member States and members thereof, including Advisers and other special Missions of the AISA ;

(*f*) "The Government" means the government of the Federal Republic of Nigeria ;

(*g*) "Appropriate Nigerian Authorities" refers to the Arms of the Federal Republic of Nigeria and such National, State, Local authorities in Nigeria including the Police and the Armed Forces and others within the Laws of Nigeria ;

(*h*) "Laws of Nigeria" includes legislative Acts, Decrees, Orders or Regulations issued by or under the authority of the Government or any other appropriate Nigerian Authorities ;

(*i*) "The Statute" refers to the Statute of the African Iron and Steel Association as adopted at the formative meeting held in Algiers, Algeria between 16th and 18th December, 1991 and approved by the General Assembly of the Association which was held in Abuja, Nigeria between 16th and 20th November, 1992 ;

(*j*) "Official Correspondence" refers to all correspondence relating to the functions of the Association

ARTICLE 2

PRIVILEGES, IMMUNITIES/CONTROL OF THE AISA AND ITS ASSETS

1. The AISA is an international Organisation and shall enjoy legal personality. It shall have the capacity :—

(*a*) To contract ;

(*b*) To acquire and dispose off movable and immovable property ;

(*c*) To institute legal proceedings.

2. The Headquarters shall be inviolable and shall be under the control and authority of the AISA as provided in this Agreement.

3. The AISA, and all its property shall enjoy immunity from every form of legal process except in so far as in any particular case the AISA has expressly waived such immunity in accordance with the provisions of this Agreement. It is however understood that no waiver of immunity shall extend to any measure of execution.

4. The premises of the AISA shall be immune from search, requisition, confiscation, expropriation or any other form of administrative or legislative action. Consequently, Government officers or officials, whether administrative, judicial, military or police, including officers or officials or any Appropriate Nigerian Authorities, shall not enter the Headquarters to perform any official duties therein except with the knowledge and consent and under conditions agreed to by the Secretary-General or by the AISA official duly authorised to act on his behalf.

5. The AISA shall have the power to make rules and regulations applicable within the Headquarters and to establish means for the application and enforcement of such rules and regulations.

6. The AISA shall be entitled to display the AISA flag in its Headquarters and on the official vehicles of the Secretary-General, with due to respect the legal provisions of the Government on such matters.

7. Without prejudice to the provisions of the General Convention or of this Agreement, the AISA shall prevent the Headquarters from becoming a refuge for persons who are avoiding arrest under any law of Nigeria or who are required by the Government for extradition to another country or who are endeavouring to avoid service of legal process.

8. The appropriate Nigerian authorities shall exercise due diligence to ensure that the tranquillity of the headquarters is not disturbed by unauthorised entry of persons or groups of persons from outside or by disturbance in its immediate vicinity, and shall cause to be provided on the boundaries of the Headquarters such police protection as is required for these purposes.

9. The appropriate Nigerian authorities shall provide adequate police and any other appropriate protection for the preservation of Law and Order in the Headquarters of the AISA, under the request and authority of the Secretary General or the AISA Official duly authorised to act on his behalf.

10. The AISA, its assets, income and other property shall enjoy tax, duty and other related exemptions and privileges in accordance with the Provisions of the Statute.

ARTICLE 3

COMMUNICATION AND TRANSPORTATION

1. For its official communication and transfer of all documents, the AISA shall enjoy in Nigeria the same treatment granted by the Government to other International and Regional Organisations as well as to diplomatic Missions in Nigeria.

2. Without prejudice to the following, the AISA shall be free from censorship by the Nigerian authorities and shall have the right to use codes to dispatch and receive its official correspondence, certified as such and bearing the official seal of AISA publications, documents, still and moving pictures, films and sound recordings either by electronic media, by courier, or in sealed bags, having the same immunities and privileges as diplomatic couriers and bags.

3. The AISA shall have the right to establish and operate within its Headquarters, and for its exclusive use, a communication system compatible to those in use by other International Organisations and diplomatic missions and as may be required by AISA and in agreement with relevant authorities responsible for communication in Nigeria.

4. The archives and documents of the AISA shall be inviolable as well as its official correspondence.

5. For its official purpose, the AISA shall be entitled to use Official transportation operated by the Government at the same rates and treatment as may be granted to resident diplomatic missions or any other International Organisation.

6. Aircraft operated by or for the AISA shall be exempted from all charges except those for actual service rendered, and from fees or taxes incidental to the landing at, parking on or taking off from any aerodrome in Nigeria. Likewise, any vessel operated by or for AISA shall be exempted from all charges, except those for actual service rendered, and from fees or taxes incidental to the docking at, or sailing away from any part in Nigeria. Except as provided for in the two preceding sentences, nothing herein shall be construed as exempting such aircraft or vessel from full compliance with all applicable laws of Nigeria governing the operation of flights and shipping into ; within and out of the territory and territorial waters of Nigeria.

7. No provision of this article shall be interpreted as forbidding the adoption of the necessary security measures, particularly in case of emergency in the Federal Republic of Nigeria which shall be mutually determined between the AISA and the Government and aimed at hindering or avoiding the abuse of the immunities, exemptions and privileges stipulated under this article.

Article 4

The Laws of Nigeria

Subject to the provisions of the Statute and of this Agreement in particular paragraph 4 of Article 2 :—

(*a*) The Laws of Nigeria shall apply within the Headquarters of the AISA.

(*b*) the Nigerian Courts have jurisdiction over acts done and transactions taking place within the Headquarters as provided in applicable Laws of Nigeria.

(*c*) the Nigerian Courts, when dealing with cases arising out of or relating to acts done or transactions taking place within the Headquarters, shall take into account the rules and regulations made by the AISA under Article 2 paragraph 5.

Article 5

Privileges and Immunities of Representatives of Member States

1. Representatives of Member States participating in meetings programmes of AISA shall, while exercising their functions and during their journeys to and from the place of meeting enjoy the following privileges and immunities —

(*a*) Immunity from personal arrest or detention, search and seizure of their personal baggage(s) and in respect of words spoken or written and all acts done by them in their official capacity, also immunity from legal process of any kind ;

(*b*) Inviolability of all papers and documents ;

(*c*) The right to use codes and to receive papers or correspondence by courier or in sealed bags ;

(*d*) Exemption from immigration restriction or national service obligations in the state which they are visiting or through which they are passing in the exercise of their official functions ;

(*e*) The same facility in respect of currency or exchange restrictions as are accorded to representatives of

foreign missions on temporary official assignment ;

(*f*) Freedom of speech and independence in the discharge of their duties shall be accorded the representatives ;

(*g*) The provisions in this Article shall not be applicable in relation to authorities of a State of which the official is a national or of which he is a representative ;

(*h*) A member state has the right to waive the immunity of its representative where in the opinion of that member state the immunity would impede the course of justice.

ARTICLE 6

PRIVILEGES AND IMMUNITIES OF OFFICIALS AND OTHER EMPLOYEE OF AISA

(1) Subject to this paragraph and except in so far as in any particular case any privilege or immunity is waived by the AISA, the Secretary-General of the AISA shall be accorded in respect of himself his spouse and children under the age of twenty-one, the like immunity from suit and legal process, the like inviolability of residence and as from time to time agreed with the Minister of Foreign Affairs such exemption or relief from taxes, but for this provision, would be accorded to a diplomat accredited to the Federal Government, his spouse and children, including exemption from income tax in respect of emoluments received by him as an officer of the AISA.

(2) The Secretary General shall specify the categories of officials to which the provisions of this article shall apply. He shall submit the list of officials within this category to the Ministry of Foreign Affairs, Abuja.

(3) The Officials of AISA shall enjoy the following privileges and immunities—

(*a*) The person of AISA official shall be inviolable. He shall not be liable to any form of arrest or detention, and the appropriate Nigerian authorities shall treat him with due respect and shall take all appropriate steps to prevent any attack on his personal freedom or dignity. This provision shall apply in respect of a Nigerian national only in the course of the performance of his official duties.

(*b*) The AISA official shall enjoy immunity from Legal process in respect of words spoken or written and all acts performed by them in their official capacity. He therefore shall enjoy immunity from criminal jurisdiction, civil and administrative jurisdiction except in the case of

(*i*) A real action relating to private immovable property situated in the territory of Nigeria, unless he holds it on behalf of the Association for the purposes of the General Secretariat or any institution of the Association.

(*ii*) An action relating to succession in which the official is involved as executor, administrator, heir or legatee as private person and not on behalf of the Association.

(*iii*) Traffic offences or damage caused by motor vehicles ;

(*iv*) An action relating to professional or commercial activity exercised by the official outside his official functions . The provision in article 6 Subsection 3 (*b*) shall not apply to a Nigerian National or/a foreigner with permanent residence in Nigeria.

(*c*) No measure of execution may be taken in respect of an AISA Official except in the cases coming under Subsection 3 (*a*) ; 3 (*b*) ; (*ii*) ; (*iii*) ; and (*iv*) of this Article and provided that measures concerned can be taken without infringing the inviolability of his person or his residence.

(*d*) The private residence of the AISA official shall enjoy the same inviolability and protection as the premises of the Headquarters of the Association. His papers and correspondence except as provided in paragraph *b* (*i*) above shall also be applicable in respect of a Nigerian national in so far as such premises are provided by AISA.

(*e*) The person of AISA official shall not be obliged to give evidence as witness in any legal proceeding. This provision shall not apply to a Nigerian national in the service of the AISA.

(*f*) The AISA official shall be exempted from taxation on the salaries and emolument paid by the AISA. This provision shall not apply to a Nigerian National and a foreigner with permanent residence in Nigeria employed by the AISA.

(*g*) The person of AISA official shall be immune together with their spouses and relatives dependent on them and residing with them from immigration restrictions, and all formalities enjoyed by diplomats shall be enjoyed by AISA officials and members of his household.

(*h*) The privileges and immunities granted the AISA officials are in the interest of the Association. The Secretary General shall therefore exercise the power to waive immunity of any official of the AISA considered to have miss-used such privileges and immunities accorded him/her essentially for the discharge of his/her official duties.

(*i*) Waiver of immunity from jurisdiction in respect of civil and administrative proceedings shall not be held to imply waiver of immunity in respect of execution of the judgement for which a separate waiver shall be necessary.

3. (*a*) The Secretary-General shall issue all officials of the AISA with special identification card certifying that they are officials of the AISA enjoying the privileges and immunities specified in this agreement.

(*b*) The Secretary General shall also issue officials of the AISA and representatives of members with Laissez-passer which will enhance and guarantee free movement of such officials within the territories of the AISA member States.

Article 7

Co-operation Between the Aisa and the Government

1. The AISA shall co-operate at all times, with the Appropriate Nigerian Authorities, to facilitate the proper administration of Justice, ensure the observance of police regulations and prevent any abuse in connection with the privileges, immunities and facilities specified in this Agreement.

2. If the Government considers that there has been an abuse of any privilege or immunity granted by or under this Agreement, consultations shall be held between the Government and the AISA to determine whether any such abuse has occurred and to formulate such steps as may be necessary to deal with such an occurrence.

3. The AISA shall ensure that its relationship, agreementt or disagreement in any issue with the Government does not affect or prejudice its obligation in respect of technical, exchange of information, consultation, technico-economic studies, training, research, expertise, documentation, among others to Nigeria as a member of the AISA and a signatory to its Statute.

4. The Government shall encourage institutions of higher learning and other appropriate bodies to extend their full co-operation to the AISA including the organisation of training, seminars and similar activities.

Article 8

Public Service and Utilities

The appropriate Nigerian Authorities shall exercise to the extent requested by the Secretary-General or the AISA official in charge, the power which they possess with respect to the supply of public service to ensure that the Headquarters is supplied on equitable terms with the necessary public services, including electricity, water, post office box or private mail bag, telephone, facsimile, telex, transportation, refuse disposal, fire protection among others. In case of interruption or threatened interruption of any such services, the appropriate Nigerian Authorities shall consider the needs of the AISA as being of equal importance with similar needs of essential agencies of the Government and other diplomatic missions and shall take steps accordingly, to ensure that the work of the AISA is not jeopardised.

Article 9

Headquarters Building and Residential Facilities for Statutory Officers

1. The Government shall continue to designate No. 19b, Street A, Suez Crescent, Wuse-Zone 4, Abuja as Temporary Headquarters of the AISA until the permanent Headquarters building is provided by the Association. The Nigerian Government shall provide suitable Land for the development of the General Secretariat.

2. The Government shall facilitate the provision of suitable residential accommodation, free of charge for the Secretary-General, the Deputy Secretaries-General, the Financial Controller and such other statutory officers that may be appointed under and by the virtue of resolution of the Board of Directors or the recommendation of the Secretary-General.

3. The provisions of this agreement shall in no way limit or prejudice the privileges and immunities which have been, or may hereafter be accorded by the Government to the AISA by reason of the location in Nigeria of its Headquarters in consonance with the commitment of the Government as specified under the selection criteria for the Headquarters (Chapter VI of the Statute).

Article 10

Interpretation and Application

1. The provisions of the Statute of AISA and of this Agreement shall where they relate to the same subject matter, be treated wherever possible as complimentary so that the provisions of both shall be of equal application and neither shall narrow the effect of the other. In the event of conflict, the Government and the AISA shall enter into dialogue or supplementary agreement as may be necessary for the resolution of such disagreement.

2. Wherever this agreement imposes obligations on the appropriate Nigerian Authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.

3. The provisions of this agreement shall be interpreted and applied in the light of its primary purpose of enabling the AISA discharge its responsibilities and fulfil its objectives fully and efficiently.

Article 11

Settlement of Disputes

Any dispute which may arise between the Government and the AISA with respect to the interpretation and/or application of this agreement or of any supplementary agreement or protocol incapable of settlement by negotiation or any other agreed mode of settlement, shall be referred for decision to a tribunal of three arbitrators, one to be named by the President of the AISA, one to be named by the Government of the Federal Republic of Nigeria and the third to be agreed upon. If however, an agreement is not reached within reasonable period as regard the third representative, the Director-General of the United Nations Industrial Development Organisation (UNIDO) shall constitute the third arbitrator.

Article 12

Amendments

This Agreement shall be subject to appropriate amendments on the recommendation of either party to the Agreement.

Article 13

Termination

This Agreement and any supplementary agreement or protocol entered into by the Government and the AISA within the scope of its terms of reference, shall cease to be in force twelve months after either of the parties shall have given notice in writing to the other of its decision to terminate the agreement and/or any other supplementary agreement except, as regards the provisions which may apply to the normal cessation of the activities of the AISA in the Federal Republic of Nigeria and the disposal of its properties.

ARTICLE 14

ENTRY INTO FORCE

The Agreement shall enter into force on the date signed by the representatives of the Government of the Federal Republic of Nigeria and the African Iron and Steel Association (AISA).

In witness whereof the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done and signed in Abuja on the 11th day of August, 1998 in single original in English, and French Languages, both texts being equally authentic.

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AMBASSADOR JIBRIN CHINADE
Permanent Secretary
Ministry of Foreign Affairs
For The Government of the Federal Republic of Nigeria

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DR SANUSI MOHAMMED
Secretary-General
African Iron and Steel Association
For : African Iron and Steel Association