



AGREEMENT

BETWEEN

**THE GOVERNMENT OF THE
REPUBLIC OF KENYA**

AND

**THE WORLD ORGANISATION FOR
ANIMAL HEALTH (OIE)**



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AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF KENYA AND THE WORLD ORGANISATION FOR ANIMAL HEALTH (OIE) REGARDING THE ESTABLISHMENT OF SUB – REGIONAL OFFICE IN NAIROBI, KENYA

PREAMBLE

The Government of the Republic of Kenya (hereinafter called "the Government") and World Organisation for Animal Health (hereinafter called "OIE" and which for the purposes of the Agreement shall refer to the World Organisation for Animal Health entities operating in the Africa region and known or commonly referred to as "World Organisation for Animal Health."

DESIROUS of entering into an agreement regarding the establishment of the regional office for OIE in Kenya (hereafter called "the Sub – Regional Office"), with the purpose of co – coordinating its animal health and welfare in Africa and;

CONSIDERING it necessary to conclude a formal agreement to determine the status of such regional office and its staff and to provide for the effective operation thereof;



WHEREAS, the work of the "OIE Sub – Regional Office" can serve as an effective support to the efforts underway in Kenya and in other African countries to promote animal health and welfare and their inter – relationship with economic and social development;

AND WHEREAS, the Government and OIE hope to be in active cooperation in both works executed and services rendered to the people of Kenya for many years and wish to formalize this cooperation;

NOW THEREFORE the Government of the Republic of Kenya and OIE **HAVE AGREED** as follows:

ARTICLE 1

DEFINITIONS

For the purpose of this Agreement, the following expressions and terms shall have meaning assigned to them hereunder:

"Sub – Regional Office" means the World Organization for Animal Health Sub – Regional Office established by a resolution of the Governing Council which includes the building, premises, structures or portions therefore which at any given moment are effectively occupied or used by the Sub - Regional Office.



"Host State" means the Republic of Kenya.

"OIE" means the World Organisation for Animal Health

"Parties" means the Government and OIE

"Appropriate Authorities" means such national, provincial, municipal or other authority in Kenya as may be appropriate in the context and in accordance with the laws and Customs applicable in Kenya.

"Laws of the Republic of Kenya" include;

- i. The Constitution of the Republic of Kenya and
- ii. Legislative Acts, Regulations, Decrees and Orders issued by or under authority of the Government or appropriate Kenyan Authorities.
- iii. **"Officials of the Sub-Regional Office"** means the Sub-Regional representative and all other members of staff of the Sub – Regional Office in the Professional category recruited internationally, provided however that persons employed on local terms basis or on temporary basis shall not be considered as Officials of the Sub Regional Office.

"Sub – Regional Representative" means the Principal Officer of the Sub – Regional Office appointed by the Director General of OIE or any other Officer designated to act on his behalf.

"Dependent" means the spouse and children under the age of eighteen (18) of an Official of OIE.



ARTICLE 2

THE ESTABLISHMENT OF THE SUB – REGIONAL OFFICE

The Government and OIE have mutually agreed to formally establish the World Organization for Animal Health Sub – Regional Office in Nairobi, Kenya from which it will carry out its activities.

ARTICLE 3

LEGAL STATUS

The Sub – Regional Office shall have the legal personality of a body corporate and shall, subject to the applicable laws of the Republic of Kenya and the provisions of this Agreement have capacity;

- a) To enter into contracts
- b) To sue and be sued
- c) To acquire and dispose of movable and immovable property solely for the purposes of performing its functions.

ARTICLE 4

SUB-REGIONAL REPRESENTATIVE

The operations of the Sub – Regional Office shall be headed by a Sub – Regional Representative who shall be responsible for the implementation of this Agreement on the part of the Sub – Regional Office.



ARTICLE 5

PRIVILEGES AND IMMUNITIES OF THE SUB – REGIONAL OFFICE

The Sub – Regional Office, its assets, income and other property shall be:-

- a) Under the control of the Sub – Regional Representative as provided for in this Agreement and shall be inviolable and immune from search, requisition, confiscation, expropriation or any other form of administrative and legislative act.
- b) Government Officials whether administrative, judicial, military or police shall not enter the Sub Regional Office to perform any official duty therein except with the knowledge and consent of the Sub – Regional Representative or that of his or her duly designated representative . In the event of a natural disaster, fire or any other emergency constituting an immediate threat to human life, the consent of the Sub – Regional Representative is presumed.
- c) Be exempt from income tax provided that such exemption shall
 - i) be granted by the Minister responsible for Finance
 - ii) not extend to levies or user charges.
- d) Exempt from import duty, excise duty and Value Added Tax (VAT) in accordance with the Tax Laws of Kenya on equipment, motor



(e) vehicles, materials and other items imported or purchased for its official use, provided the said items are imported prior to clearance.

PROVIDED if any of the goods or materials imported under this paragraph are disposed of in Kenya other than to a person or organization similarly privileged, duties and taxes shall be payable thereon

ARTICLE 6

PRIVILEGES AND IMMUNITIES OF OFFICIAL

The Officials of the Sub Regional Office shall enjoy in the Host State the following privileges and exemptions;

- a) Immunity from seizures of their personal and official baggage;
- b) Be exempted from Income Tax and Social Security contributions in respect of income and emoluments;
- c) Be exempt from National Service obligations;
- d) Be accorded, together with their dependents repatriation facilities as officials of other similar organizations;



e) Within three (3) months of their first arrival in Kenya or such longer period not exceeding six (6) months from arrival as may be approved by the appropriate authorities in specific cases, have the right to import free of duty and value added tax:-

- i. Household personal effects.
- ii. One motor vehicle imported or purchased prior to clearance through customs by the personnel who are recruited for one year or more. Replacement of such motor vehicle may be done free of duty and Value Added Tax if it has been written off due to accident or fire or theft.

If any of the goods or materials imported under this paragraph are disposed of in Kenya other than to a person or organization similarly privileged, duties and taxes shall be payable thereon.

Provided that clauses 6 (a) (b),(c),(d), and (e) of this Article shall not apply to officials who are citizens of Kenya or to any persons who are ordinarily resident in Kenya.

ARTICLE 7

COMMUNICATION

1. For its official communications and transfer of all its documents the Sub - Regional Office shall enjoy in Kenya the facilities granted by the Government to all other international organizations in Kenya.



2. The archives of the Sub – Regional Office and all documents belonging to it or held by it shall not be violated. Such immunity extends to printed or electronic communications or data, publications, still moving pictures, films and sound recordings.
3. The Sub – Regional Office shall have the right to make use of codes and to dispatch and receive its official correspondence, publications, documents, still and moving pictures, films and sound recordings either by courier services or in sealed bags or in any other form such as electronically, and these shall have the same immunities and privileges as those accorded to all other international organizations in Kenya.

ARTICLE 8

ENTRY PERMITS AND RESIDENCY

The Government undertakes to;-

- a) Facilitate issuance and renewal where necessary of entry and work permits for the expatriate internationally recruited staff of the Sub-Regional Office, and
- b) Facilitate issuance of visas gratis to members of Government delegations attending conferences and meetings convened by the sub-Regional Office as well as to members of OIE Headquarters and other Regional and Sub-Regional offices.



- c) Facilitate issuance of dependent passes to the dependents of the expatriate internationally recruited staff of the Sub-Regional Office.

ARTICLE 9

WAIVER OF IMMUNITIES

The privileges accorded under this Agreement are granted solely in the interest of the Sub-Regional Office and not for the personal benefit of the persons involved. The Sub – Regional Representative shall have the right and duty to waive the immunity of any member of the internationally recruited Professional Staff and Officials of the Sub – Regional Office in cases where in his opinion the immunity would impede the course of justice and can be waived without prejudice to the interest of the Sub-Regional Office. In similar circumstances and under the same conditions, the Director General of OIE shall have the right and duty to waive the immunity of the Sub – Regional representative of the Sub – Regional Office.

If the Government considers that there has been abuse of a privilege or immunity conferred by this Agreement, the Government shall have the right, after notification to OIE, to withhold from OIE, the privileges and immunities.

ARTICLE 10

UNDERTAKINGS BY THE SUB - REGIONAL OFFICE

The Sub –regional Office shall:



- a) Submit an annual return of all its employees and their rank to the Ministry of State for Immigration and Registration of Persons and a copy to the Ministry of Foreign Affairs. The first submission to be done within 3 months of signing this agreement and thereafter annually, but not later than the 31st day of December every year.
- b) Take all reasonable steps to ensure that the members of staff, advisors or consultants in Kenya do not engage in activities that are incompatible with the aims and objectives of the Sub-Regional Office or in contravention of laws and regulations of the Republic of Kenya.
- c) Shall ensure that the Sub- Regional Office is not used as a refuge for persons who are avoiding arrest or extradition by the Government or who are trying to avoid service of legal process.
- d) Cooperate at all times with the appropriate Government authorities to facilitate the proper administration of justice, secure the observance of the laws of the Host State and prevent the occurrence of any abuse of the privileges and facilities mentioned in this Agreement.
- e) Reserve at least a quarter (1/4) of its managerial positions for Kenyans.



ARTICLE 11

COMMITMENT OF THE GOVERNMENT OF KENYA

The Government of Kenya undertakes to pay a sum of Kshs. 2.4 Million annually to support the OIE Sub-Regional Office in Nairobi

ARTICLE 12

SETTLEMENT OF DISPUTES

Any dispute between the Sub – Regional Office and the Government concerning the interpretation or application of this Agreement shall be settled amicably by negotiations through diplomatic channels.

ARTICLE 13

AMENDMENTS

This Agreement may be revised, modified or amended from time to time by the mutual consent of the Parties including by exchange of letters which shall constitute part of the Agreement.

ARTICLE 14

ENTRY INTO FORCE

This Agreement shall enter into force on the date of its signature by both parties but shall be subject to Gazettement under the Privileges and Immunities Act, Chapter 179 of the Laws of Kenya. It shall remain valid until it is terminated in accordance with Article 14 herein.



ARTICLE 15

TERMINATION

Either party may, at any time give to the other six (6) months written notice of intention to terminate this Agreement. In such a case this Agreement shall terminate six (6) months after the date of receipt of the Notice by the other Party, unless the notice to terminate is withdrawn by Agreement before the expiry of this period.

ARTICLE 16

DISSOLUTION

In the event that the Sub –Regional Office is dissolved, this Agreement shall cease to be in force except for such provision as may be applicable in connection with orderly termination of the operations of the Sub – Regional Office at its Headquarters in Kenya and the disposal of its property therein.

IN WITNESS WHEREOF the undersigned, duly authorized to this effect have signed this Agreement.

DONE at Nairobi on this.....^{4TH}.....day of....**NOVEMBER**..... 2011 in duplicate in the English language, both texts being equally authentic.



FOR THE GOVERNMENT OF
THE REPUBLIC OF KENYA

FOR WORLD ORGANIZATION
FOR ANIMAL HEALTH (OIE)

Wetang'ula

.....
HON. MOSES WETANG'ULA, EGH, MP
MINISTER FOR FOREIGN AFFAIRS

A handwritten signature in black ink, appearing to read 'Bernard Vallat', written over a horizontal dotted line.

.....
DR. BERNARD VALLAT
DIRECTOR GENERAL