



AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF KENYA
AND
THE ASIAN-AFRICAN LEGAL CONSULTATIVE
ORGANIZATION
ON THE ESTABLISHMENT OF A
REGIONAL CENTRE FOR ARBITRATION IN NAIROBI



**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF KENYA AND
THE ASIAN-AFRICAN LEGAL CONSULTATIVE ORGANIZATION
ON THE ESTABLISHMENT OF A REGIONAL CENTRE FOR
ARBITRATION IN NAIROBI**

WHEREAS the Asian-African Legal Consultative Organization (hereinafter referred to as "AALCO"), in its Thirty-Third Session in Tokyo (Japan) in January 1994, adopted the proposed establishment of a Regional Centre for Arbitration in Nairobi (hereinafter referred to as "the Centre") under the auspices of AALCO and in cooperation and with the assistance of the Government of the Republic of Kenya (hereinafter referred to as "the Government");

WHEREAS the Government has agreed in principle with the establishment of the Centre and to provide all necessary facilities for the activities of the Centre;

WHEREAS the Government and AALCO are now willing to enter into an agreement with respect to the establishment of the Centre,

IT IS HEREBY AGREED as follows:

**ARTICLE I
DUTIES OF THE CENTRE**

1. The Centre shall have the following duties:
 - a) promotion of international commercial arbitration in the region;
 - b) coordination of activities and assistance to existing arbitration institutions in the region;
 - c) assistance to *ad hoc* arbitrations specially in cases where they are taking place in accordance with UNCITRAL Rules;
 - d) assistance to enforcement of arbitral awards;
 - e) conducting arbitrations under the auspices of the Centre.
2. The Administrative Rules and Rules of Arbitration to be followed by the Centre shall be prepared at a later stage by the Parties as an annex to this Agreement.



ARTICLE II INDEPENDENCE OF THE CENTRE

1. The Centre shall function under the auspices of AALCO only and on the basis of co-operation, mutual understanding and goodwill.
2. The Government shall respect the independent functioning of the Centre.

ARTICLE III JURIDICAL PERSONALITY

The Centre shall possess juridical personality and shall have the capacity to contract and dispose of immovable and movable property, and to institute legal proceedings in its name in accordance with the relevant provisions of Kenyan Law.

ARTICLE IV PRIVILEGES AND IMMUNITIES OF THE CENTRE AND PROFESSIONAL STAFF

1. The Centre shall enjoy such privileges and immunities as may be necessary for the purpose of executing its functions, including immunity from suit and legal process.
2. The Government shall take necessary steps to ensure that the premises of the Centre, its property, assets, archives and all documents belonging to it or held by it shall be inviolable.
3. The Government shall take the necessary steps to ensure that:
 - a) the Centre be exempted from customs duties in respect of equipment used by it for its official purposes; and
 - b) the Centre, its assets, funds, income and other property whether owned or occupied shall be exempted from taxes.
4. Foreign professional staff of the Centre shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity.
5. Foreign professional staff of the Centre shall be exempted from taxation on the salaries and emoluments paid to them by the Centre.



ARTICLE V ADMINISTRATION OF THE CENTRE

1. The Centre shall be administered by a Director who shall be national of the Republic of Kenya and shall be appointed by the Government in consultation with the Secretary General of AALCO.
2. Until such time that the Centre shall become financially independent, the Government shall make available premises and make an annual grant for the purposes of the functioning of the Centre including the following:
 - a) operating costs of the Centre;
 - b) purchase of office furniture, equipment, stationary, telephone, faxes etc;
 - c) costs of seminars and conferences which are to be conducted in the Republic of Kenya under the auspices of the Centre.
3. AALCO shall make an annual contribution towards the operating costs of the Centre as determined by the Liaison Officers of the Member States of AALCO.
4. The Director shall send annual reports on the Centre's activities to the Secretary General of AALCO and the appropriate department of the Government.

ARTICLE VI INTERPRETATION

This Agreement shall be interpreted in the light of its primary objective of enabling the Centre to fully and efficiently discharge its duties and fulfil its purposes and functions as an independent arbitral institution of an international character.

ARTICLE VII SUPPLEMENTARY ARRANGEMENTS

The Government and AALCO may enter into such supplementary arrangement(s) as may be necessary to fulfil the purposes of this Agreement.



ARTICLE VIII DURATION OF AGREEMENT

This Agreement shall be valid initially for a period of five years as from the date of its entry into force. At the end of initial period and subsequent periods, if any, it shall stand automatically renewed for a further period of five years unless notified in writing to the contrary by any of the Parties.

ARTICLE IX ENTRY INTO FORCE

This Agreement shall come into force upon the completion of the legal procedures applicable in the Republic of Kenya.

This Agreement is prepared in two originals in the English language both texts being equally authentic.

In witness whereof the Respective Representatives of the parties have signed the Agreement in Cape Town on 2 July 2007.

**For the Government of
the Republic of Kenya**

**For the Asian-African Legal
Consultative Organization**

H.E. Mr. S. Amos Wako
Attorney General
of the Republic of Kenya

H.E. Amb. Dr. Wafik Z. Kamil
Secretary General
AALCO