



African Institute of International Law  
Institut Africain de Droit International



## **MEMORANDUM OF UNDERSTANDING**

*between the*

**AFRICAN INSTITUTE OF INTERNATIONAL LAW  
(AIIL)**

*and the*

**ASIAN-AFRICAN LEGAL CONSULTATIVE  
ORGANISATION  
(AALCO)**

**WHEREAS** the African Institute of International Law (hereinafter referred to as “AIIL”) having its headquarters at the Arusha International Conference Centre, Kilimanjaro Wing, 3<sup>rd</sup> Floor, Arusha, United Republic of Tanzania, is a pan-African autonomous international educational and research institution established by the African Foundation for International Law (AFIL) in close collaboration with the Government of the United Republic of Tanzania and endorsed by the Assembly of Heads of State and Government of the African Union with the objective to advance, through sustainable capacity-building in the field of international law, the rule of law, legal predictability and certainty, and more stable and rule-based intergovernmental relations within the African continent and with the outside world;

**WHEREAS** the creation of the AIIL was welcomed by the United Nations General Assembly by Resolution A/67/466 of 21 November 2012 (para. 20) which encouraged the United Nations Secretariat to cooperate with the AIIL through the Codification Division of the Legal Affairs Office of the United Nations;

**WHEREAS** the Asian-African Legal Consultative Organization (hereinafter referred to as “AALCO”) having its seat located at 29-C, Rizal Marg, Diplomatic Enclave, Chanakyapuri, New Delhi-110021, is a knowledge-based inter-governmental organization with forty-seven member States from Asia and Africa, established in 1956, as a tangible outcome of the historic Bandung Conference, held in Indonesia in April 1955;

**WHEREAS** AALCO’s functions and purposes *inter alia* also include capacity building programmes and activities;

**CONSIDERING** that the intersection of both the AIIL and the AALCO is capacity building through training to provide legal knowledge and expertise to government officials and lawyers engaged in international law matters;

**CONSIDERING** that the activities of both the AIIL and the AALCO are inspired by the recognition that freedom, equality, justice, peace and dignity are essential objectives for the achievement of the legitimate aspirations of the African peoples;

**ACKNOWLEDGING** the contribution of AALCO in the progressive development of international law and its particular concern with international legal developments for the Asian-African Regions;

**ACKNOWLEDGING** the contribution of the AIIL to African States in their quest to build their human resource capacities as a necessary prerequisite for sustaining peace and promoting justice and humanity;

**DESIROUS** of strengthening and deepening their relations and enhancing their capacities to address international human rights law, international criminal law, international humanitarian law and arbitration issues in Africa in accordance with their respective relevant policies and activities relating to training and research;



**CONVINCED** that collaboration between AIIL and AALCO (hereinafter referred to collectively as “the Parties”) would further common objectives to build skills needed to promote the rule of law and to ensure a good administration of justice on the African continent;

## **HEREBY AGREE AS FOLLOWS**

### **I.PURPOSE AND SCOPE**

A. AIIL and AALCO agree to jointly offer or undertake training courses including courses on international human rights law, international criminal law, international humanitarian law and arbitration to enable qualified African judges, prosecutors and defense lawyers to get required skills.

B. Consideration for this MoU shall consist of the mutual promises contained herein and in accordance with program guidelines established by the Parties.

C. The training will be conducted at any place agreed upon by the Parties.

### **II.SPECIFIC RESPONSIBILITIES**

A. **AIIL** will assume the following responsibilities:

- 1) Participate in the fundraising consistent with its existing Rules;
- 2) Coordinate the selection of participants;
- 3) Publicize the program by all means and channels it normally uses to disseminate the information about the program to prospective participants.
- 4) Inform applicants of the admission requirements of the program and receive applications for admission.
- 5) Make arrangements for transportation and accommodation for both students and instructors
- 6) Make necessary arrangements to get renowned academics and professionals needed for the training;
- 7) Prepare relevant training documents and contribute technical expertise wherever needed;
- 8) Make necessary arrangements to get training facilities, tools, equipment and supplies needed to meet the standards of the training.
- 9) Maintain participants’ records pertaining to the program requirements.
- 10) Cooperate with AALCO for the betterment of the program;

B. **AALCO** will assume the following responsibilities:

- 1) Do the fundraising consistent with its existing Rules;
- 2) Provide part of the resource persons;
- 3) Facilitate participants’ access to archives, meetings and documents for the purpose of academic exercises in reference to the objectives of this MoU, based on relevant AALCO rules and regulations;
- 4) Assist AIIL in the preparation of relevant training documents
- 5) Provide needed support to ensure that participants demonstrate competencies needed;

- 6) AAIL will notify AALCO, in good time, of the dollar amount of fees that should be assessed per participant in case there are self-funded participants.
- 7) Cooperate with AAIL for the betterment of the program;

### **III. MUTUAL RESPONSIBILITIES:**

- 1) The Parties will agree on specific tools and training equipment necessary to meet the required standards.
- 2) The Parties will agree on the projected costs of the training.
- 3) The Parties will jointly determine the scheduling of the training.
- 4) The parties agree to take affirmative action to ensure that applicants, participants and resource persons are treated without regard to their race, religion, creed, color, sex, age, disability or national origin.
- 5) Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

### **IV. AWARD**

- 1) Both parties will determine the course content, course descriptions, syllabi, texts, and final evaluation, if needed, for the whole program. This may be modified at any time upon the mutual consent of both parties.
- 2) The parties will determine training's duration.
- 3) Upon completion of the program, candidates will be awarded a Certificate.

### **V. PRIVILEGES, IMMUNITIES AND FACILITIES OF BOTH PARTIES**

Nothing in this MoU may be interpreted or construed as a waiver or a modification of the privileges, immunities and facilities which AAIL and AALCO enjoy by virtue of the international agreements and national laws applicable to each organization.

### **VI. AMENDMENT**

This MoU can be amended with the consent of the Parties. Any amendments shall be notified in writing and the instruments expressing the amendments shall be appended to become an integral part of the MoU.



## **VII. ENTRY INTO FORCE, DURATION AND TERMINATION**

1. This MoU will enter into force on the date of its signature by both Parties and will remain in effect until the effective date that either Party notifies the other in writing that it wishes to terminate it.
2. Either Party may terminate this MoU at any time upon three (3) months written notice to the other Party.
3. This MoU shall cease to exist upon expiry of ninety (90) days from the date of receipt of the written notification of termination.
4. No termination shall affect contractual obligations already entered into by the Parties under this MoU.
5. In the event of such termination, each institution shall honor its commitment.

## **VIII. CHANNEL OF COMMUNICATION AND NOTICE**

1. For the purpose of facilitating the implementation of the working arrangements to be established by the Parties in the framework of this MoU, the channel of communication for the Parties will be:

- i. **For the AIIL**

The Rector  
P.O. Box 561  
Arusha, Tanzania  
Tel: +255 785 079 573  
Email: [rector@aiil-iadi.org](mailto:rector@aiil-iadi.org)  
[www.aiil-iadi.org](http://www.aiil-iadi.org)

- ii. **For Asian-African Legal Consultative Organization**

The Secretary-General  
29-C, Rizal Marg, Diplomatic Enclave  
Chanakyapuri, New Delhi-110021  
e-mail: [mail@aalco.int](mailto:mail@aalco.int)

2. Either Party may, by notice in writing to the other Party, designate additional representatives or substitute other representatives for those designated in this Article.

## IX. DISPUTE RESOLUTION

Any dispute that may arise over the interpretation or implementation of this MoU shall be settled by direct negotiations between the Parties. Should this not prove a solution satisfactory to both Parties, the Parties shall submit the dispute to an arbitration procedure agreed upon by them.

**IN WITNESS WHEREOF**, the duly authorized representatives of the Parties have signed the present MoU in two (2) originals in the English language.

Done at Arusha, Tanzania and New Delhi, India on the 31<sup>st</sup> day of the Month of August in the Year 2017.

**For the African Institute of International Law**



**Amb. Sani L. Mohammed**  
Rector

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



**Prof. Dr. Kennedy Gastorn**  
Secretary-General