AGREEMENT BETWEEN THE GOVERNMENT OF THE CENTRAL AFRICAN REPUBLIC AND EUCLID PERTAINING TO THE IMPLANTATION OF A HEADQUARTERS OFFICE IN BANGUI



The Government of the Central African Republic on the one hand (hereafter referred to as "the Government"), and the international organization EUCLID (Euclid University / Pôle Universitaire Euclide) (hereafter referred to as "the Organization") on the other hand;

CONSIDERING the signature of the agreements of agreements concerning the formalization of the EUCLID intergovernmental framework between 2008 and 2010, and the participation of 10 governments (Benin, Burundi, Central African Republic, Comoros, Eritrea, Uganda, Saint Vincent, Senegal, Sierra Leone, Vanuatu) in EUCLID;

CONSIDERING that in agreement with the Government, a headquarters office (or a specialized, academic or regional headquarters, hereinafter "Office") for EUCLIDE (also including the Euclid Consortium and EUCLID's specialized institutes) has been envisaged for implementation in Bangui;

Having noted EUCLID's desire to develop its framework of collaboration with the University of Bangui and to maximize access to European Union development funds;

Having also noted the agreement between the ECOWAS and EUCLID signed in September 2009:

Desiring to settle by this agreement all questions relating to the establishment of this Office in Bangui;

Have therefore agreed as follows:

- 1. The Government invites EUCLID to implant a headquarters office in Bangui and preferably to hire Central African Republic citizens for the jobs that will be created.
- 2. All laws and regulations of the Central African Republic shall be applicable to the EUCLID Office.
- 3. The Government shall facilitate, without visa or delay, the entry or stay in its territory for the duration of their functions or missions to the Office of the persons designated by the EUCLID Secretary General.

- 4. It is understood that the persons designated in article 3 are not exempted from reasonable regulations of quarantine or public health.
- 5. Subject to Central African Republic legislation in this matter, EUCLID, having legal personality, shall be able to: (a) receive and hold funds and currency of all kinds and maintain banking accounts in any currency; (b) freely transfer freely funds and currency from the Central African Republic to another country or vice versa.
- 6. Inasmuch as is possible, the Government will grant to EUCLID and its Office a treatment as favorable as that granted to diplomatic missions or offices of other international organizations.
- 7. The Government will endeavor to facilitate coordination with the University of Bangui (considered as official "visiting campus") so that the EUCLID Office or Representative may be hosted within or near the premises (multimedia center) of the University.

GENERAL PROVISIONS

- 8. This agreement will be interpreted in terms of its essential purpose to enable EUCLID to fulfill its mission and achieve its goals in a comprehensive and effective manner.
- 9. EUCLID shall at all times cooperate with the competent authorities of the Central African Republic to facilitate the proper administration of justice, to ensure compliance with applicable laws and police instructions, and to avoid any abuses which could arise from the conditions foreseen in this agreement.

SETTLEMENT OF DISPUTES

- 10. Any dispute between EUCLID and the Government concerning the interpretation or implementation of the present Agreement or any additional Agreement shall be, if not settled by means of negotiations or by some other mutually acceptable method agreed to by both parties, referred to the Prime Minister of the Central African Republic or, if the latter so wishes, by a third party.
- 11. At the request of one of the parties, this agreement may be amended by way of negotiation.

FINAL PROVISIONS

- 12. Each of the parties may denounce this agreement. The denunciation shall take effect ten months after written notification to the other party without prejudice to the actions already accomplished.
- 13. This Agreement, governed by international law, shall enter into force on the date of signature and will be capable of being registered by EUCLID or by the Permanent Mission of the Central African Republic to the United Nations for publication. In collaboration with EUCLID, it will be also communicated by the Permanent Mission of the Central African Republic to the United Nations UNESCO / IAU for the registration of EUCLID to the international directory as <u>an accredited</u> institution having an academic nature and having intergovernmental status.

In witness thereof, the respective representatives, duly authorized thereto, have signed the present Agreement.

¹ Underline added in English translation for emphasis

For the Government of the Central African Republic:

Mr. Simplice Sarandji

Minister, Director of the Cabinet of the Prime Minister and Chief of the Government

March 14, 2011

[signed and sealed]

For EUCLID:

Syed Zahid Ali Secretary-General February 4, 2011 [signed]

