



Government Gazette

REPUBLIC OF SOUTH AFRICA

Vol. 444 Pretoria 28 June 2002 No. 23567



AIDS HELPLINE: 0800-123-22 Prevention is the cure

GENERAL NOTICE

NOTICE 1089 OF 2002

**DEPARTMENT: FOREIGN AFFAIRS
REPUBLIC OF SOUTH AFRICA**

Private Bag X152, Pretoria, 0001, Tel: (012) 351 1000

NOTICE

It is hereby published for general information that the Minister of Foreign Affairs has, in terms of section 6(2) of the Diplomatic Immunities and Privileges Act, 2001 (Act No. 37 of 2001), recognised the meetings of the 5th Ordinary Session of the Committee of Ambassadors and Other Plenipotentiaries, the Special Session of the Council of Ministers, the 76th Ordinary Session of the OAU Council of Ministers and the 38th Ordinary Session of the Assembly of Heads of State and Government of the OAU and the Inaugural Session of the Assembly of the African Union to be held in Durban, South Africa from 28 June to 10 July 2002 for the purposes of granting the immunities and privileges set out in the Schedule hereto.

SCHEDULE

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AFRICAN UNITY (OAU) ON THE MATERIAL AND TECHNICAL ORGANIZATION OF THE 15th ORDINARY SESSION OF THE COMMITTEE OF AMBASSADORS AND OTHER PLENIPOTENTIARIES, THE SPECIAL SESSION OF THE COUNCIL OF MINISTERS, THE 76th ORDINARY SESSION OF THE OAU COUNCIL OF MINISTERS AND THE 38th ORDINARY SESSION OF THE ASSEMBLY OF HEADS OF STATE AND GOVERNMENT OF THE OAU AND THE INAUGURAL SESSION OF THE ASSEMBLY OF THE AFRICAN UNION. Durban, SOUTH AFRICA, FROM 28 JUNE TO 10 JULY, 2002

PREAMBLE

The present Agreement concluded between the **Government of the Republic of South Africa**, hereinafter referred to as "**the Government**", and the General Secretariat of the **Organization of African Unity (OAU)**, hereinafter referred to as "**the General Secretariat**", relates to the material and technical organization of the 15th Ordinary Session of the Committee of Ambassadors and other Plenipotentiaries, the Special Session of the Council of Ministers of the African Union, the 76th Ordinary Session of the Council of Ministers, the 38th Ordinary Session of the Assembly of Heads of State and Government of the OAU and the Inaugural Session of the African Union.

These Conferences, which are provided for in the OAU Charter, Rules of Procedure and in decisions of the competent policy organs of the OAU, will be held in **Durban, South Africa, from 28 June to 10 July, 2002** at the invitation of the **Government**. Accordingly, the **General Secretariat** is charged with the exclusive responsibility of organizing, conducting and managing the Conferences, while the **Government** will, on its part, provide all the necessary facilities and assistance to ensure the success and smooth running of the Conferences.

Furthermore, in accordance with the relevant provisions of the OAU Financial Rules and Regulations and Article 8 of the Rules of Procedure of the Council of Ministers, the **Government** shall bear the additional expenses incurred by the **General Secretariat** arising from the holding of the Conferences outside the Headquarters using, as a basis for calculation, Addis Ababa as meeting place. Therefore, for these Conferences to be held under the best possible conditions, the **Government**, the **General Secretariat** have agreed as follows:

ARTICLE 1 CONFERENCE FACILITIES

A. PREMISES

1. The conferences shall be held at the International Convention Centre, Durban, South Africa, from 28th June to 10th July 2002.
2. The **Government** shall, at its expense, make available to the **General Secretariat** rooms and offices with the facilities needed for the three Conferences as set out in **Annex I**.

ARTICLE 2 EQUIPMENT, OFFICE SUPPLIES AND STATIONERY

3. The **Government** shall ensure that the Conference Halls are equipped for simultaneous interpretation into Arabic, English, French and Portuguese. It shall also, at its expense, provide and maintain in good condition the equipment required for the Conference as set out in **Annex II**.

ARTICLE 3 FLAGS AND CONFERENCE BADGES

4. The **Government** shall, at its expense, make available:
 - i) national flags of each Member State required for the meeting for display at the airport, at the Conference Centre as well as inside the Conference Hall;
 - ii) desk flags and name plates for the Plenary Hall and Committee Rooms;
 - iii) car pennants for delegations and a car pennant for the Secretary-General of the OAU;
 - iv) conference and security badges for the sessions of the Committee of Ambassadors, Council of Ministers and the Assembly of Heads of State and Government which will allow entry into the Conference Centre. These badges shall be issued in consultation with the General Secretariat.

ARTICLE 4 HOSPITALITY AND TRANSPORTATION FOR THE GENERAL SECRETARIAT

In accordance with Article 8 of the Rules of Procedure of the Council of Ministers, the **Government** shall be responsible for the payment of the cost of transportation of documents as well as air tickets, per diem, terminal expenses, airport tax (where applicable) and provision of local transport to all the personnel of the **General Secretariat** servicing the meeting in accordance with the existing OAU rates, as approved by the Council of Ministers (Doc. CM/1746 (LVII) para. 149. The details of the hospitality are set out in **Annex III** and the list of staff members servicing the Conference will be provided as an addendum to this Agreement.

ARTICLE 5 BANKING FACILITIES

The **Government** shall provide the **General Secretariat** and delegates with the necessary foreign currency banking facilities at convenient points, preferably at the Conference Centre and/or hotels.

ARTICLE 6 HOTEL ACCOMMODATION

1. The **Government** shall provide, at its expense, a large suite for the Secretary-General and five suitable suites for the Assistant Secretaries-General. The **Government** shall also make available, at its expense, adequate single room accommodation for all the staff members of the **General Secretariat** staff servicing the Conferences.

2. The **Government** shall make available, at preferential rates, appropriate accommodation for the freelance technical staff preferably in the same hotel where the staff of the General Secretariat are accommodated or within the vicinity of the Conference Centre.

3. The **Government** shall make provision (without any expense to it) for adequate hotel rooms to accommodate delegates from all Member States of the OAU, Organizations of the UN System, Observers and representatives of foreign press attending the Conferences.

4. The **Government** shall not be responsible for the expenses for the accommodation in respect of paragraphs (2) and (3) of this Article.

ARTICLE 7 MEDICAL EXPENSES

Medical expenses for OAU staff admitted in hospital or requiring medical attention in relation to serious ailments arising during the conferences and requiring immediate attention will be borne by the **Government**. The **Government** shall also make available, at its expense, medical facilities at the Conference Centre.

ARTICLE 8 PROTECTION AND SECURITY

1. The general security arrangements shall be the exclusive responsibility of the **Government**. The **Government** shall provide such protection as it may deem necessary for the security of the participants and the smooth running of the Conferences.

2. Regarding the internal security of the Conference Centre, the local security officers shall work in close cooperation with the OAU Chief of Security and in accordance with the OAU established security procedure. Staff members of the General Secretariat, in particular, will be given freedom of movement within the Conference Centre.

ARTICLE 9 LOCAL PERSONNEL

The **Government** shall employ, at its expense, local personnel and place under the supervision of the **General Secretariat**. The local personnel required for the smooth conduct of the Conference is detailed in Annex IV of this Agreement.

ARTICLE 10 COORDINATION BETWEEN THE GOVERNMENT AND THE GENERAL SECRETARIAT

The **Government** and the **General Secretariat** shall each appoint a senior officer responsible for the various aspects of the Conferences to act as focal points for their respective areas and to coordinate their activities in order to ensure the smooth running of the Conferences.

ARTICLE 11 PRIVILEGES AND IMMUNITIES

1. The **Government** shall accord the delegates and other representatives of the International Organizations and all participants attending the Conferences the privileges and immunities set forth in Sections C and D, Articles V and VI of the General Convention on the Privileges and Immunities of the Organization of African Unity. Provided that the provisions in question are consistent with the provisions of South African Law and are not in conflict with any obligations upon South Africa under International Law.

2. Without prejudice to the provisions of the preceding paragraph, all participants and all persons performing duties in connection with the Conferences shall enjoy such facilities and courtesies as are necessary for the efficient performance of their duties.

3. The representatives of the Organizations recognized by the OAU and the Observers accredited to the Organization and attending the conferences shall enjoy the necessary immunities and privileges as provided for in the General Convention referred to in paragraph 1 above.

4. The **Government** shall provide all the necessary facilities for the entry and exit to and from South Africa to all those persons who are mentioned above and/or who are performing duties connected with the Conferences. Visas shall be granted to them free-of-charge and without delay preferably before the opening of the

conferences. Furthermore, visas shall be issued to holders of diplomatic and official passports upon arrival at the port of entry, especially those coming from countries where the Republic of South Africa does not have diplomatic missions and who were not able to obtain visas before travelling to South Africa.

ARTICLE 12 SPECIAL INSURANCE

1. The **Government** shall take up, at its expense, an *accident* insurance policy for all the staff members of the **General Secretariat** in respect of Conference related activities *throughout the duration of the sessions*.
2. The **Government** shall also take up, at its expense, an insurance policy covering all damages that may be caused to materials to be brought in from the OAU Headquarters for the holding of the Conferences in South Africa. The **General Secretariat** shall, where applicable, supply the list of these materials.
3. The **Government** shall provide the **General Secretariat** with a copy of the insurance policies before the departure of the staff members and materials from the Headquarters.

ARTICLE 13 RECRUITMENT OF FREELANCE TECHNICAL STAFF

The **General Secretariat** shall be responsible for the selection, recruitment and payment of per diem and salaries of all the freelance technical staff as well as the cost of their transportation to and from Durban, South Africa.

ARTICLE 14 CONFERENCE WORKING DOCUMENTS

The **General Secretariat** shall be responsible for the preparation, reproduction and distribution of all the conference working documents in the four OAU working languages.

ARTICLE 15 PREPARATION OF THE CONFERENCES

The **General Secretariat** shall send to Durban, if necessary before the opening date of the session of the Committee of Ambassadors, an OAU team, at the expense of the **Government**, on an evaluation and advisory mission. The team shall comprise not more than six (6) members. The actual dates of this mission will be agreed upon through consultations.

ARTICLE 16
ARRIVAL OF THE STAFF OF
THE GENERAL SECRETARIAT IN PRETORIA

The staff of the General Secretariat assigned to service the Conferences will arrive in Durban as follows:

- an advance team of not more than 12 members will arrive on 22 June 2002;
- the rest of the staff members, travelling in two groups of not more than sixty each, will arrive on 25 and 26 June 2002, respectively.

ARTICLE 17
DEPARTURE OF THE STAFF OF
THE GENERAL SECRETARIAT FROM PRETORIA

Depending on the availability of commercial flights, the staff of the General Secretariat will depart from Durban on 11th to 13th July 2002.

ARTICLE 18
CLAIMS

1. The **Government** shall undertake, unless otherwise covered by insurance, to ensure payment of compensation for accidents leading to deaths or injuries of staff members of the General Secretariat or damages caused to the property of the staff of the General Secretariat for the duration of the Conference; provided that such damage, death or injury occurred in the premises referred to in Article I above which are provided by or are under the control of the **Government**, or was incurred while using transport services referred to in Article II(c) which are provided by or are under the control of the **Government**.

2. However, where the **Government** and the **General Secretariat** accept that the damage caused resulted from a deliberate act or serious negligence on the part of the **General Secretariat** or its staff, the **Government** may decline all responsibility.

ARTICLE 19
SETTLEMENT OF DISPUTES

1. Any dispute between the **Government** and the **General Secretariat** concerning the interpretation or application of this Agreement that is not settled by negotiations or other agreed mode of settlement shall be referred at the request of either party for final decision to a tribunal of three arbitrators, one to be named by the **Government**, one to be named by the Secretary-General, and the third, who shall be Chairman, to be chosen by the first two.

2. If either party fails to appoint an arbitrator within 60 days of the appointment of the other party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make the necessary appointments at the request of either Party.

3. Except as otherwise provided by the Parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding upon both of them.

ARTICLE 20 ENTRY INTO FORCE

The present Agreement shall come into force on the date the competent authorities of the two Contracting Parties shall approve and sign it.

IN WITNESS WHEREOF the Representatives of the Government and the General Secretariat have signed the present Agreement.

Done at..... this day of..... Two Thousand and Two.

.....
For the Government of The Republic of
South Africa

.....
For the General Secretariat
of the Organisation of African Unity
