

**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF THE GAMBIA
AND EUCLID PERTAINING TO THE INSTITUTION'S
HEADQUARTERS IN THE GAMBIA**



The Government of the Republic of the Gambia on the one hand (hereafter referred to as “the Government”), and the international intergovernmental organisation EUCLID (Euclid University / Pôle Universitaire Euclide) (hereafter referred to as “the Organisation”) on the other hand;

CONSIDERING the signature of the multilateral agreements which defined and constituted EUCLID with international legal personality in 2008, followed by the registration and publication of the EUCLID constitutive text and charter in by the United Nations under reference UNTS-49006 and 49007;

NOTING the current participation of Burundi, Central African Republic, Comoros, Eritrea, Gambia, Saint Vincent and the Grenadines, Senegal, Sierra Leone, Timor-Leste, Uganda, and Vanuatu in EUCLID;

CONSIDERING that in agreement with the Government and with the Approval of His Excellency the President of the Republic of The Gambia, a headquarters implantation, hereinafter “Headquarters”) for EUCLID in Banjul (or any other city in The Gambia) has been approved;

Having also noted the ongoing and successful implementation of the cooperative memorandum of understanding between the ECOWAS and EUCLID approved in September 2009;

Desiring to settle by this agreement all questions relating to the establishment of this Headquarters in Banjul (or any other city in the Gambia);

Have therefore agreed as follows:

1. The Government welcomes the implantation of EUCLID’s headquarters in The Gambia and the organisation’s commitment to hire Gambian nationals for the jobs that will be created.
2. All laws and regulations of The Gambia shall be applicable to the EUCLID Headquarters.
3. The Government shall facilitate the issuance of no-fee entry visas to up to two senior officials for the duration for their functions or missions to the Headquarters of the persons designated by the EUCLID Secretary General (one of which may be the Secretary General himself).

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 Gambian legislation in this matter, EUCLID, having legal personality in Gambia as well as international 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 Gambia to another country or vice versa.
6. The Government shall grant to EUCLID and its Headquarters a treatment as favourable as that granted to other international organisations, and shall facilitate the allocation of suitable office space to the Organisation.
7. EUCLID has no objection to the recruitment or appointment of a Representative or Special Coordinator (who may be a citizen of The Gambia) tasked to ensure effective coordination and liaison with the Government, notably with the Ministry of Higher Education, Research, Science and Technology. In this case, the relevant Gambia authorities should be engaged to recruit/identify a representative according to recruitment procedures.

COOPERATION AND GENERAL PROVISIONS

8. This agreement will be interpreted in terms of its essential purpose to enable EUCLID to fulfil 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 Gambia 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.

EUCLID AS AN INTERGOVERNMENTAL UNIVERSITY

10. The status of EUCLID as an international intergovernmental university (having been granted degree-granting authority under Article I of its Charter) is regulated by a separated agreement entitled "PROTOCOL BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE GAMBIA AND EUCLID (EUCLID UNIVERSITY) PERTAINING TO THE ACADEMIC HEADQUARTERS" which is incorporated as integral annex to this agreement.

SETTLEMENT OF DISPUTES

11. Any dispute between EUCLID and the Government concerning the interpretation or implementation of the present Agreement or any additional Agreement shall be, by arbitration or by a mutually agreed, of a third party.
12. At the request of one of the parties, this agreement may be amended by way of negotiation.

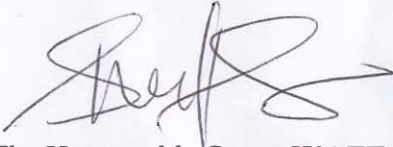
FINAL PROVISIONS

13. Each of the parties may denounce this agreement. The denunciation shall take effect twelve months after written notification to the other party without prejudice to the actions already accomplished.
14. This Agreement, governed by international law, shall enter into force on the date of signature by the Government and will be capable of being registered by EUCLID or by the Permanent Mission of The Gambia to the United Nations for publication under Article 102 of the UN Charter.




In witness thereof, the respective representatives, duly authorised thereto, have signed the present Agreement in Banjul on this 24th day of July, 2013.

**For the Government of The Republic of
The Gambia:**



The Honourable Susan **WAFFA-OGOO**
Minister of Foreign affairs



For EUCLID (Euclid University):



The Honourable Syed **ZAHID ALI**
*Secretary-General, Depository of the
EUCLID conventions*

