



Distr.
LIMITED

CS/ID/OSBP/III/2
June, 2015

Original: **ENGLISH**

**COMMON MARKET FOR EASTERN AND
SOUTHERN AFRICA**

Senior Officials' Meeting on Djibouti Corridor Authority
And One Stop Border Post Development

Addis Ababa, Ethiopia

23 - 24 June, 2015

DRAFT THE DJIBOUTI CORRIDOR AGREEMENT

TABLE OF CONTENTS

	Page
List of Abbreviations	4
Preamble	5
Article 1: Definitions	6
Article 2: Establishment of the DCA	7
Article 3: Purpose and Objective	7
Article 4: Right of Transit	8
Article 5: Maritime Port Facilities	9
Article 6: Transit Routes and Facilities	9
Article 7: Frontier Facilities and Services	9
Article 8: Customs Control	10
Article 9: Documentation and Procedures	10
Article 10: Transport	11
Article 11: Facilities for Transit Employees	12
Article 12: Rates, Charges and Payment Arrangements	12
Article 13: Mandate and Composition of DCA	12
Article 14: Governing Organs of DCA and their Composition	12
Article 15: Functions of the Governing Organs of DCA	13
Article 16: Meetings of the Governing Organs of DCA	15
Article 17: Decisions by the Interstate Council of Ministers and the Executive Board	17
Article 18: Proceedings at Meetings of SCC	17
Article 19: Chairperson and Vice-Chairperson of SCC	17
Article 20: Stakeholders Representative Group (SRG)	18
Article 21: Functions of SRG	18
Article 22: Establishment of Technical Working Group(s)	19
Article 23: The Permanent Secretariat	19
Article 24: Secretariat Financing	20
Article 25: Appointment, conditions of service and termination of service of Staff of the Permanent Secretariat	20
Article 26: Transitional Arrangements	21
Article 27: Termination of Membership	21
Article 28: Amendment of the AGREEMENT	21
Article 29: Settlement of Disputes	22
Article 30: Interpretation	22
Article 31: Reservations	22
Article 32: Dissolution	22
Article 33: Entry into Force and Depository of the Agreement	23
Article 34: Miscellaneous	24
Article 35: Existing Treaty, Agreements or Arrangements	24
Article 36: Period and Termination	24
Article 37: Declaration	25
Schedule Number 1: Transit Routes and Facilities	26
Schedule Number 2: List of Members –SCC	26
Schedule Number 3: SCC Members Registration Form	28

LIST OF ABBREVIATIONS

AfDB: African Development Bank

COMESA: Common Market for Eastern and Southern Africa

DCA: Djibouti Corridor Authority/Agency

LLCs: Landlocked Countries

NEPAD: New Partnership for African Development

SADC: Southern Africa Development Community

SCC: Stakeholders Consultative Committee

SRG: Stakeholders Representative Group

WB: The World Bank

PREAMBLE

The Government of the Republic of Djibouti,

The Government of the Federal Democratic Republic of Ethiopia,

The Government of the Republic of Sudan

The Government of the Republic of South Sudan, and

Hereinafter referred to as Contracting Parties;

NOTING the great economic potential of the Djibouti Corridor given the rich agricultural, fisheries, mineral, tourist and energy resources and existing transport systems;

DETERMINED to co-operate to promote economic growth, development and competitiveness of the Djibouti Corridor for the benefit of their people;

MINDFUL of the existing initiatives to promote economic and environmental integration and harmonization at a sub-regional level;

RECALLING Article 85 (h) of the COMESA Treaty which refers to the establishment of common measures for the facilitation of transit traffic;

RECOGNIZING the objectives of the Almaty Programme of Action with the objective to addressing a global framework for transit transport cooperation among landlocked and transit developing countries examining fundamental transit policy issues, infrastructure developments, trade and trade facilitation, international support measures and implementation and review, and to promote the establishment of an efficient transit transport system and its maintenance over time in the interest of both landlocked and transit developing countries;

RECOGNIZING the objectives of the Vienna Programme of Action, the successor to the Almaty Plan of Action reflecting a deeper understanding of the challenges that landlocked developing countries face by placing emphasis on enhancing infrastructure development and maintenance, international trade performance, trade facilitation, productive capacities, economic diversification, value-addition in manufacturing and agriculture, increased connectivity to regional and global value chains, deepened regional integration, and a vibrant private sector based on expanded partnerships in order to contribute to sustainable and inclusive growth, and eradication of poverty;

AWARE of the United Nations (UN) General Assembly Resolution 56/180 entitled "Specific actions related to the particular needs and problems of landlocked developing countries";

RECOGNIZING the necessity of creating the corridor management institution to be referred to as Djibouti Corridor Authority whose objectives are consistent with the objectives of the New Partnership for Africa Development (NEPAD);

RECOGNIZING the Treaty for the Establishment of the Preferential Trade Area for Eastern and Southern Africa and Common Market for Eastern and Southern Africa (COMESA), to which Djibouti, Ethiopia and Sudan are members, and efforts by South Sudan to collaborate with COMESA Member States;

DESIRING to facilitate the seamless, efficient and cost effective flow of goods, persons and services between the port of Djibouti in Djibouti and markets in the Federal Republic of Ethiopia, the Republic of South Sudan, and the Republic of Sudan;

DESIRING to build an-all inclusive private/public partnership through the Djibouti Corridor Authority (DCA) and to provide a forum for interaction between the business community and government;

INTENDING to adopt, annually an action-oriented work programme to support speedy and effective implementation of goals; to provide value-added services to Member-States; and to operate an efficient, responsive and results-oriented secretariat;

HEREBY AGREE to sign this Agreement to establish the DJIBOUTI CORRIDOR AUTHORITY (hereinafter referred to as DCA) to promote efficient transit transport systems and their maintenance over time in the interest of all contracting parties, with a view to improve the competitiveness of the Djibouti Corridor on the following terms and conditions:

ARTICLE 1: DEFINITIONS

In this Agreement the following terms shall have the meanings ascribed to them hereunder:

“Contracting Parties”: means the Corridor Member-States and any other State acceding to this Agreement.

“Corridor”: means the transport system described in Schedule Number 1.

“Corridor Member States”: means the Republic of Djibouti, the Federal Republic of Ethiopia, the Republic of South Sudan and the Republic of Sudan

“DCA”: means Djibouti Corridor Authority

“Executive Board”: means a governing organ consisting of the Permanent Secretaries/Secretaries General/Directors General of the Ministries responsible for transport matters in each of the Contracting Parties, or their appointed representatives; and one representative from the private sector from each member state. Private sector Executive Board Members are to be elected by the Private Sector Forum in each country.

“Executive Secretary”: means the Executive Secretary appointed under Article 25 of this AGREEMENT for the execution of the day-to-day co-ordination functions of the Djibouti Corridor Authority.

“Governing organs”: means Interstate Council of Ministers, Executive Board, and Stakeholders Consultative Committee of the Djibouti Corridor Authority (referred to as DCA).

“Interstate Council of Ministers”: means the multilateral organ responsible for coordinating policy issues of the Djibouti Corridor Authority.

“Land-locked State”: A State which has no sea coast or which does not have a direct link with the sea coast through its own territory.

“Permanent Secretariat”: shall mean the office established in accordance with Article 23 charged with implementation of the decisions taken by the governing organs.

“Stakeholders”: means all institutions facilitating transport and transit of goods and users of such services along the Djibouti Corridor as stated in Article 14.3.3 and listed in Schedule Number 2.

“Stakeholders Consultative Committee – SCC”: means a committee consisting of all transportation actors from the contracting countries as per Schedule Number 2.

“Stakeholders Representative Group – SRG”: means a select group consisting of fifteen stakeholders nominated by the SCC as per Article 20.2 of this AGREEMENT.

Article 2 SCOPE

The scope of the Agreement:

- a) The contracting parties have agreed to collaborate in matters relating to transportation of goods and persons in the Djibouti Corridor, including but not confined to the following:
 - (i) Maritime Port facilities
 - (ii) Routes and facilities
 - (iii) Customs Control and Operations
 - (iv) Documentation and Procedures
 - (v) Transport of Goods by Rail
 - (vi) Transport of Goods by Road
 - (vii) Inland Waterways Transport of Goods
 - (viii) Transport by Pipeline
 - (ix) Multimodal Transport of Goods
 - (x) Handling of Dangerous Goods
 - (xi) Measures of Facilitation for Transit Agencies, Traders and employees
 - (xii) Development of an Economic Corridor
- b) The contracting parties shall conclude such additional Protocols as may be necessary.

ARTICLE 3: PURPOSE AND OBJECTIVE

3.5 The objectives and purpose of the Djibouti Corridor are as follows:

- (a.) To be an efficient and economic addition to other trade routes for corridor Member States,;
- (b.) To improve international and domestic traffic levels;
- (c.) To support planning and operations of the Corridor by Member States through proactive collection, processing and dissemination of traffic data, analysis of competitive corridors and business information;
- (d.) To sustain maintenance of infrastructure and encourage development of, in infrastructure and other supporting services that will meet the current and anticipated requirements of the users;

- (e.) To encourage the upgrading, development and maintenance of port, rail, lake, road and border post infrastructure;
- (f.) To encourage cost reduction associated with moving freight along the corridor;
- (g.) To encourage the implementation of the on-going bilateral projects;
- (h.) To encourage the implementation of road traffic standards and the implementation of national legal and regulatory harmonization;
- (i.) To harmonise the existing bilateral transport Agreements concluded between the corridor states;
- (j.) To encourage the implementation of improved customs transit procedures and the implementation of joint customs controls and juxtaposed customs offices at land borders and seaports; and
- (k.) To improve services and facilities along the corridor to encourage commercial and tourist activity as well as increased transport efficiency and traffic;

**Article 4:
OBLIGATIONS OF THE CONTRACTING PARTIES**

In order to achieve the objectives set out in Article 2, the contracting parties undertake:

- a. To establish and manage transport and communication systems that are viable, reliable and efficient. Private enterprises shall be eligible to operate and manage such systems.
- b. To implement a policy of non-discriminatory, reciprocity, equal treatment and fair competition towards operators and users of the transport and communications systems.
- c. To co operate in investment planning, development of transport and transit facilities and to jointly seek financing for project execution.
- d. To harmonise their standards and procedures for design, construction, operation and maintenance of transport and transit facilities and equipment.
- e. To take all measures necessary to promote the role of the corridor as a development corridor.
- f. To encourage the private sector to participate in the financing of the construction and maintenance of transport infrastructure and facilities.
- g. To harmonise privatisation policies relating to the management of transport facilities and services.
- h. To facilitate the smooth and rapid movement of persons and goods between their territories and in transit, through the simplification and harmonisation of documentation and procedures relevant to the movement of persons and goods between their territories and in transit through their territories.
- i. To work towards eradication of customs fraud and tax evasion.
- j. To carry out mutual consultations with other contracting parties, prior to effecting any changes in the laws, regulations and procedures concerning the movement of persons, vehicles and goods, except in an emergency.

**ARTICLE 5:
RIGHT OF TRANSIT**

In furtherance of the obligations of the contracting parties contained in Articles 3 and 4 of this Agreement, the contracting parties agree to the following:

- (a.) To grant to citizens of the respective contracting parties engaged in trade, free movement within their territories and the right of transit through each others territories under the conditions specified in this Agreement and its protocols;
- (b.) Not to exercise any discrimination with regard to the country of origin or final destination of goods in transit or the country of registration of the means of transport used;
- (c.) To put in place facilities enabling the free movement and transit of persons, vehicles and goods within and between their territories.

**ARTICLE 6:
ESTABLISHMENT OF THE DJIBOUTI CORRIDOR AUTHORITY/ AGENCY**

1. The Djibouti Corridor Authority–referred to as DCA is hereby established.
2. The Member-States of the DCA hereby confirm their commitment to collectively and individually pursue the objectives set out in Article 3.
3. The DCA shall be a legal person, with the power to enter into contracts, to acquire, own or dispose of movable or immovable property and to sue or be sued.
4. For this purpose, the Executive Secretary is authorised to perform, on behalf of the DCA, all acts necessary to be done by the Agency as a legal person.
5. The DCA shall be headquartered in
6. The government ofas host of the DCA secretariat and DCA shall conclude an agreement for hosting the DCA Permanent Secretariat .
7. The scope of the DCA's activities is the corridor transport system as defined in Schedule Number 1 on Transit Routes and Facilities.
- 8.

**Section 2:
THE GOVERNING ORGANS OF DCA AND THEIR COMPOSITION**

**Article 7:
ORGANS OF THE AUTHORITY**

For the proper carrying out of its functions, the Authority is comprised of the following organs :

- (a.)The Interstate Council of Ministers;
- (b.)The Executive Board;
- (c.) The Stakeholders Consultative Committee, (SCC);
- (d.)Stakeholders Representative Group (SRG);
- (e.) Technical Working Groups; and
- (f.) Permanent Secretariat

**ARTICLE 8:
INTERSTATE COUNCIL OF MINISTERS**

14.1 The Corridor shall be governed by an Inter State Council of Ministers.

The Interstate Council of Ministers shall be composed of Ministers responsible for transport matters in each of the Contracting Parties.

14.2 The Executive Board shall be composed of the Permanent Secretaries/Secretaries General/Directors General of the Ministries responsible for transport matters in each of the Contracting Parties, or their appointed representatives; and one representative from the private sector from each Member State.

Private Sector Board Members are to be elected by the Private Sector Forum in each country.

**ARTICLE 9:
THE STAKEHOLDERS CONSULTATIVE COMMITTEE, (SCC)**

14.3 The Stakeholders Consultative Committee, (SCC) which shall be composed of bodies listed in Schedule Number 2 to this AGREEMENT; as well as new stakeholders as deemed necessary by the contracting parties from time to time.

14.3.1 Any legal person, Government organization or department; or Association representing the interests of statutory bodies or legal persons may apply for Membership of the SCC.

14.3.2 The SCC may invite any person or body to become a Member if such person or body will, in the opinion of the SCC, contribute to its objectives. The invitee becomes a Member of the SCC by filling in and signing a form shown in Schedule Number 3 to this AGREEMENT, which shall be submitted at the following meeting of the SCC for approval.

14.3.3 The DCA shall ensure that all key stakeholders that is, Government Organisations or Departments dealing with transport matters, Port Authorities, Port Operators, Terminal Operators, Shippers/Manufacturers Associations, Shipping Agencies Associations, Railway Operators, Railway Holding Companies; Freight Forwarding Companies, Road Transport Operators, Marine (Lake) Transport Operators, whether Public or Private participate as Members of the SCC.

**ARTICLE 10:
STAKEHOLDERS REPRESENTATIVE GROUP (SRG)**

1. The Stakeholders Consultative Committee shall establish a Stakeholders Representative Group (SRG) to oversee its affairs between meetings.
2. The persons holding the offices of Chairperson and Vice-Chairperson of SCC shall play the same role as the chairperson and vice chairperson of the Stakeholders Representative Group (SRG). Other Members shall be nominated from the Stakeholders Consultative Committee and shall not be more than fifteen in total, represented by three SCC Members from each Member State.
3. SCC must have due regard to the need to ensure that the private sector and all transport modes and the interests of all corridor states are adequately represented on the SRG.
4. SRG shall meet four times per year out of which two times prior to the meeting of SCC. The Secretariat in consultation with the Chairperson must ensure that Members receive notice of a meeting at least two weeks in advance, through the despatch of a draft agenda and minutes of the previous meeting and of the SCC, if applicable.

5. Additional meetings of SRG may be convened by agreement between the Chairperson and Vice-Chairperson or at the request of a majority of Members of the SRG conveyed to the Chairperson.

**ARTICLE 11:
TECHNICAL WORKING GROUPS**

1. The SRG may establish Technical Working Groups to deal with any matter related to its objectives or functions; and to formulate recommendations thereon.
2. The SRG may task the Permanent Secretariat to formulate a brief for each working group.
3. The SRG shall appoint Members for each working group and designate the chairperson. Whenever possible the SRG must strive to appoint Members to the working groups that are representative of all the corridor member-states, and also ensure the balanced representation of public and private Members.
4. Each working group shall adopt its own procedures having regard to the nature of its brief.
5. Each working group shall report to the SRG in accordance with its assignment.
6. A working group disbands once it has completed its assignment unless it has been appointed as a standing working group.

**ARTICLE 12:
FUNCTIONS OF THE INTERSTATE COUNCIL OF MINISTERS**

The Interstate Council of Ministers shall perform the following functions:

- (a.) Deal with matters related to transit transport policy in accordance with this Agreement;
- (b.) Give the Corridor the required political drive and orientation;
- (c.) Study all questions related to co-operation in transit transport matters which the Contracting Parties agree to promote;
- (d.) Enhance the co-operation and collaboration among the partner States;
- (e.) Facilitate and effect inter-State harmonization of policy, legal and regulatory aspects which are necessary for investment attraction and management;
- (f.) Steer and guide the overall preparation and implementation of the Corridor programme;
- (g.) Facilitate mobilization of resources for the implementation of key infrastructure projects and programme;
- (h.) Monitor and review the progress of the Corridor programme preparation and implementation; and

- (i.) Seek ways of reaching agreement among the Contracting Parties on matters related to the allocation of funds on a regional basis for projects under the Djibouti Corridor transport system aimed at improving conditions of transit within the territories of the Contracting Parties.

**ARTICLE 13:
FUNCTIONS OF THE EXECUTIVE BOARD**

The Executive Board shall perform the following functions;

- (a.) Formulate the general principles and policies governing the DCA;
- (b.) Approve rules and regulations governing financial, administrative and other activities of the DCA;
- (c.) Ensure the uniform interpretation and application of the AGREEMENT and its Schedules, Protocols, etc.;
- (d.) Perform such functions as may be assigned to it under the AGREEMENT and Schedules, Annexes and Protocols made there under;
- (e.) Consider measures aimed at adapting the AGREEMENT to new needs and technological developments;
- (f.) Furnish advice to the Contracting Parties;
- (g.) Circulate information regarding transit procedures and documentation;
- (h.) Co-operate with other international organizations;
- (i.) Approve the budget and accounts of the DCA;
- (j.) Cause for external auditors to be appointed by the Executive Board to audit the accounts of the DCA;
- (k.) Recommend for the post of the Executive Secretary to the Interstate Ministerial Council.
- (l.) Appoint the senior staff of the Secretariat; and
- (m.) Generally supervise the activities of the Secretariat.

**ARTICLE 14:
FUNCTIONS OF THE SCC**

SCC shall perform the following functions:

- (a.) Give other Members reasonable notice of any intended action that may significantly affect the operational performance of the corridor transport system, and where applicable, consult other Member-States before implementing such action;
- (b.) Appoint a person or persons with adequate operational knowledge about the institutional activities to represent such Member within the SCC and its SRG or Technical working groups and to take all reasonable steps to ensure continuity in its representation;

- (c.) Ensure that its representative is diligent in attending meetings and in participating in activities of the SCC, where applicable;
- (d.) Comply promptly with all reasonable requests by the Secretariat to provide operational information required for the corridor database;
- (e.) Participate in marketing trips, exhibitions and other activities organized to promote the Djibouti Corridor.
- (f.) Develop and implement strategies designed to provide seamless transportation along the corridor;
- (g.) Develop performance targets for the corridor and to monitor performance;
- (h.) Develop and implement strategies to market the corridor;
- (i.) Monitor the utilization of the corridor and to develop and implement strategies to attract more traffic to the corridor;
- (j.) Adopt an annual work programme and recommend it to the Executive Board for approval;
- (k.) Appoint technical committees or working groups;
- (l.) Undertake research or to have research undertaken;
- (m.) Recommend appointment of the Executive Secretary to the Executive Board and other senior officials through an open, competitive recruitment process;
- (n.) Determine and recommend to the Executive Board the conditions of service and benefits of Members of the Secretariat;
- (o.) Consider and recommend to the Executive Board the annual budget of the Secretariat;
- (p.) Appoint experts to assist with the performance of SCC functions;
- (q.) Adopt an annual work programme before the beginning of the year. The annual work programme shall:
 - i. Set out the SCC's goals for the forthcoming year;
 - ii. Outline the activities to be undertaken to achieve the approved goals;
 - iii. Allocate responsibility for each activity;
 - iv. Set time scales for each activity;
 - v. Outline the budgetary and resource implications for each activity;
 - vi. Identify the performance indicators applicable to each goal and activity;
 - vii. Recommend to the Executive Board appointment of auditors;

- viii. Establish a Stakeholders Representative Group (SRG) to oversee its affairs between meetings;
- ix. The SCC may decide unanimously to delegate any of its functions to SRG or Technical Working Group(s) that may be formed; and
- x. Promote compliance of Member-States governments' rules and regulations.

**ARTICLE 16:
FUNCTIONS OF THE STAKEHOLDERS REPRESENTATIVE GROUP**

The functions of the Stakeholders Representative Group (SRG) shall include:

- (a.) To co-ordinate corridor strategies and actions necessary to implement the work programme of the SCC;
- (b.) To develop performance targets and to monitor performance;
- (c.) To implement strategies designed to provide seamless transportation along the corridor;
- (d.) To market the corridor; and monitor its utilization and to develop and implement strategies to attract more traffic to the corridor;
- (e.) To ensure that the Secretariat implements DCA's decisions; and
- (f.) To recommend actions to the SCC that will benefit the corridor as a whole.

ARTICLE 17: THE PERMANENT SECRETARIAT

The Permanent Secretariat shall be headed by an Executive Secretary and comprising of other officials.

The Secretariat shall perform the following functions:

- i. Coordinate the implementation of all decisions and resolutions made by the Interstate Council of Ministers, the Executive Board, Stakeholders Consultative Committee, Stakeholder Representative Group among others;
- ii. Provide technical facilitation, secretarial, organizational and logistical services to the DCA by organising periodical meetings of the Interstate Council of Ministers, the Executive Board, Stakeholders Consultative Committee, Stakeholder Representative Group among others;
- iii. Provide the DCA's governing organs, SRG, technical working groups with technical advice;
- iv. Prepare draft annual work programme for approval by the Executive Board;
- v. Coordinate the implementation of improved communications systems among Member-States, customers, relevant government agencies and other concerned parties with the operation of the corridor and develop an effective user group whose input to DCA would ensure users' needs are understood and addressed promptly;

- vi. Promote positive attitudes and perceptions towards the Djibouti Corridor as well as the logistics benefits offered;
- vii. Develop an operational database tracking the corridor's performance and utilization;
- viii. Maintain comparative pricing, delivery time and reliability data on the competitive corridors;
- ix. Assist transport service providers to develop cost and service packages offering competitive rates and services and an integrated tariff structure to customers;
- x. Respond to requests from business, Ministries of Trade and Industry, Chambers of Commerce and other organizations involved in industrial development and investment promotion regarding the facilities, costs, delivery time to various markets, security and reliability of the route as needed for them to effectively market the corridor and spur economic development based in part on the quality of the transport system;
- xi. Undertake research on own initiative or as directed by the DCA's governing organs;
- xii. Appoint and manage consultants, subject to the approval of the DCA;
- xiii. Prepare an annual budget for approval by the Executive Board;
- xiv. Collect and account for the funds of the DCA; and
- xv. Carry out such activities as directed by the DCA from time to time.

ARTICLE 18:
FUNCTIONS OF THE TECHNICAL GROUPS

SECTION 3: MEETINGS OF THE GOVERNING ORGANS OF DCA

ARTICLE 19:
MEETINGS OF THE INTERSTATE COUNCIL OF MINISTERS AND EXECUTIVE BOARD.

- 1. The Interstate Council of Ministers shall meet once a year.
- 2. The Executive Board shall meet twice a year.
- 3. At the request of any Contracting Party, forwarded through the Secretariat, the Interstate Council of Ministers and the Executive Board may hold extraordinary meetings.
- 4. The Chairmanship of the Interstate Council of Ministers and of the Executive Board shall rotate among the Member-States on an annual basis.
- 5. The Executive Secretary of DCA shall be the secretary to all meetings of the governing organs.
- 6. Regular meetings of the Interstate Council of Ministers, the Executive Board and Stakeholders Consultative Committee shall be held in turn in each country of the

Contracting Parties. Extraordinary meetings will be held, as may be agreed, in any country of the Contracting Parties.

7. Chairpersons of both the Interstate Council of Ministers and the Executive Board shall retain their positions until the next Chairpersons assume office.
8. Each Contracting Party shall bear the cost for the participation of its delegation at regular and extraordinary meetings of the DCA. In other words, each Contracting Party shall, in respect of all meetings emanating from the DCA co-ordinating mechanism, be responsible for all costs incurred in connection with attendance of its delegations.
9. The Contracting Party hosting the meeting or meetings of the DCA governing organs shall be responsible for local logistics to facilitate smooth conduct of the meeting.
10. Specific activities which shall be jointly financed shall be determined and be agreed upon.
11. Contracting Parties shall also agree on the methods and procedures under which joint financial resources shall be mobilized and utilized.

Article 19: MEETINGS OF THE SCC

1. The Stakeholders Consultative Committee (SCC) shall meet twice a year. Exceptionally, the SCC may meet more regularly at the request of the majority of the Members or the Chairperson in consultation with the Secretariat.
2. The SCC, taking into consideration the principle that meetings should rotate between the Corridor Member States, shall determine the venue for meetings.
3. Meetings shall be convened by the Secretariat acting in consultation with the Chairperson, through the despatch of a notice containing a draft agenda and the minutes of the previous meeting, if applicable. Notice of a meeting must be given at least one month prior to the proposed date thereof.
4. The Secretariat must, at least two weeks before giving notice of a meeting, enquire from Members whether they wish to propose any matters for inclusion on the agenda and discussion at the meeting.
5. The Secretariat may, acting in consultation with the Chairperson, invite any person to attend a meeting to act as advisor to SCC, if the attendance of such person is likely to contribute to the discussion of an agenda item.

ARTICLE 20: PROCEEDINGS AT MEETINGS OF SCC

1. A quorum for meetings of the SCC is represented by stakeholders from a minimum of three Member-States. Each Country has one vote.
2. Decisions of the SCC are taken by majority vote, unless the SCC decides that a matter must be decided unanimously. In the event that a Member holds a dissenting opinion, the Chairperson must ensure that such opinion is recorded in the minutes by the Secretariat.

3. If required to ensure its effective functioning, the SCC may adopt a decision, recommendation or resolution without meeting, provided the Chairperson has solicited the views of all Members telephonically, by facsimile or by electronic mail and has obtained the approval in writing of a majority of Members.
4. The Chairperson and Vice-Chairperson shall be nominated from the Stakeholders Consultative Committee and each shall serve a term of two years.
5. The persons holding the offices of Chairperson and Vice-Chairperson of the SCC shall rotate between the nationals of the Corridor Member States. However, a person may be re-elected for a subsequent term as the Chairperson or Vice-Chairperson as the case may be, provided Members agree to further extensions.
6. The Chairperson and Vice-Chairperson are elected through a simple majority vote expressed in a secret ballot.
7. If the person elected as Chairperson is the nominated representative of a government organization or a parastatal body, the Vice-Chairperson shall be elected from among the nominated representatives of a private body or vice-versa.
8. A nominee shall be the person appointed as the representative of a Member of the SCC. A nomination is only valid if it is seconded. The chair shall ensure that nominees are qualified to be elected in terms of the agreed rotation list and be willing to take on the specified responsibilities.
9. The Chairperson and Vice-Chairperson may resign at any time. If the position of Chairperson or Vice-Chairperson falls vacant, a replacement shall be elected in the manner set out in Article 19.3 to serve the remainder of the term. The SCC may decide unanimously to delegate any of its functions to the Chairperson. The Chairperson may only perform a function delegated by the SCC with the prior Agreement of the Vice-Chairperson.
10. Any Corridor Member States institution which shall not attend SCC's three meetings consecutively shall be relieved of SCC responsibilities, if any.

ARTICLE 21:
MEETINGS OF THE SRG

ARTICLE 22:
MEETINGS OF THE TECHNICAL GROUPS

SECTION 3:
DECISION MAKING

ARTICLE 23:
DECISIONS BY THE ORGANS OF THE DCA

1. Decisions by the Interstate Council of Ministers shall be taken by consensus and shall be binding on the Contracting Parties. If consensus cannot be reached and if a majority opinion cannot be accepted by a Contracting party, either the DCA, or one of the Contracting parties may request that the matter be settled through arbitration in accordance with the provisions of Article 29 of this AGREEMENT.
2. Decisions by the Executive Board shall be taken by consensus and shall be binding on the Contracting Parties. If consensus cannot be reached within the Executive Board the matter shall be referred to the Interstate Council of Ministers for decision.
3. Decisions by the SCC shall be taken by consensus and shall be binding on the Contracting Parties. If consensus cannot be reached within the SCC the matter shall be referred to the Executive Board for decision.
4. Decisions by the SRG shall be taken by consensus and shall be binding on the Contracting Parties. If consensus cannot be reached within the SRG the matter shall be referred to the SCC for decision.
5. Decisions by the Technical Groups shall be taken by consensus and shall be binding on the Contracting Parties. If consensus cannot be reached within the Technical Groups the matter shall be referred to the SRG for decision.

SECTION 4; ADMINISTRATION OF THE AUTHORITY

ARTICLE 24: SECRETARIAT FINANCING

1. The contracting parties shall ensure that the Permanent Secretariat receive the necessary resources for its functioning.
2. Contracting Parties shall contribute equitably according to an agreed method and procedures, including levy on services as a possible option, under which joint financial resources shall be mobilized and utilized for sustainability of the DCA and its Secretariat, to complement the funding from development partners as deemed appropriate.
3. The DCA may receive grants, donations and bequests in cash or kind. The Secretariat must ensure that donations received are separately accounted for.
4. The accounts of the Authority shall be audited annually by external auditors duly appointed for this purpose who shall submit their report to the Executive Committee.
5. The expenses of attending meetings, other than those of the Secretariat's staff shall be borne by Member-State.

ARTICLE 25: APPOINTMENT, CONDITIONS OF SERVICE AND TERMINATION OF SERVICE OF STAFF OF THE PERMANENT SECRETARIAT

1. The Executive Secretary shall be appointed by the Interstate Ministerial Council upon recommendation of the Executive Board, for a term of four years which may be renewed once for another term of four years.

2. The Executive Secretary who shall be a senior specialist of outstanding competence and experience in the field of transit transport shall be responsible for the execution of all the tasks entrusted to the Secretariat. S/he will organize the practical day-to-day management of the Articles of the AGREEMENT and its Schedules, Annexes and Protocols and s/he will ensure the coordination of implementation of all decisions and resolutions made by the Interstate Council of Ministers, Executive Board, Stakeholders Consultative Committee and Stakeholders Representative Group.
3. The senior officials such as Transport Specialist, Customs Expert, Business Development Strategist and Accountant shall be appointed by the Executive Board. The conditions of service of professionals shall be covered by the Financial Procedures and Regulations to be developed by theCommittee
4. The Executive Secretary shall appoint support staff as are required for the proper discharge of the Secretariat functions.
5. Any Contracting party may, support the work of the Secretariat, by seconding its staff to serve as part-time employees of the Secretariat, subject to such conditions as the SRG may determine with the approval of the SCC.
6. Member States are encouraged to provide staff and make in-kind contributions to the initial set-up of the Secretariat.
7. The recruitment process of all staff shall be carried out competitively.

SECTION 6: OPERATIONS OF THE CORRIDOR

ARTICLE 24: MARITIME PORT FACILITIES

1. The Government of Djibouti undertakes to provide, within its capabilities, the necessary maritime port facilities to the Corridor Member States, in accordance with the Protocol on Maritime port facilities.

As an alternative to Djibouti port, Port Sudan can be used by Corridor States. The Government of Sudan undertakes to provide, within its capabilities, the necessary maritime port facilities to the Corridor Member States, in accordance with the Protocol on Maritime port facilities.

ARTICLE 25: TRANSIT ROUTES AND FACILITIES

1. The transit routes and other ancillary facilities used for traffic in transit are specified in Schedule Number 1 to this AGREEMENT on transit routes and facilities; transit routes for the purpose of Customs control shall be specified in the Protocol on Customs control.
2. The Contracting Parties, with a view to facilitating the operation of traffic in transit, shall provide and maintain stop over facilities which shall include storage buildings, loading, unloading and other ancillary facilities, to commensurate with the nature and volume of traffic, at places and under conditions specified in the Schedule No.1 to this AGREEMENT on Transit routes and facilities.

3. The Contracting Parties shall take all measures necessary for the safety of traffic in transit, along transit routes specified in the Schedule No.1 to this AGREEMENT on transit routes and facilities.

**ARTICLE 26:
FRONTIER FACILITIES AND SERVICES**

1. The Contracting parties shall provide adequate facilities and take appropriate measures to ensure the clearance of traffic in transit in the shortest time possible at their respective designated frontier points.
2. To ensure the smooth and expeditious movement of traffic in transit, the Contracting Parties undertake to:
 - (a.) Establish posts at designated frontier points with control areas which are physically adjacent and arranged in such a way that means of transport and goods can be examined at the same place, so that repeated unloading and reloading may be avoided;
 - (b.) Ascertain that adequate manpower resources are made available for the speedy completion and clearance of frontier formalities, such as immigration, Customs, health and exchange controls;
 - (c.) Provide warehousing facilities and encourage the private sector to provide such facilities in cargo terminals to cater for customers' requirements;
 - (d.) Co-ordinate the working hours of adjacent frontier posts;
 - (e.) Provide adequate and secure parking space for containers, trucks and other vehicles awaiting clearance; and
 - (f.) Provide and maintain rapid and reliable mail and telecommunication services.

**ARTICLE 27:
CUSTOMS CONTROL**

1. The Contracting Parties shall limit the Customs control of means of transport and of goods passing through their territories in transit to the minimum required to ensure compliance with the laws and regulations which the Customs are responsible for enforcing.
2. The Contracting Parties shall facilitate joint Customs inspection of traffic in transit at their designated frontier points where deemed necessary.
3. For the purpose of Customs control, the Contracting Parties undertake to implement the Clauses, which shall be specified in the Protocol to this AGREEMENT on Customs Control.

**ARTICLE 28:
DOCUMENTATION AND PROCEDURES**

1. The Contracting Parties recognize that documentation and procedures represent important cost and time elements affecting the efficiency of transit operations and agree to keep these costs and delays to a minimum.

2. The Contracting Parties therefore undertake:
 - (a.) To harmonise and limit the number of documents and reduce the procedures and formalities required for their traffic in transit;
 - (b.) To align their documents to the United Nations Layout Key for Trade Documents;
 - (c.) To harmonize, as far as possible, commodity codes and descriptions with those commonly used in international trade;
 - (d.) To review periodically the need for and usefulness of all documents and procedures prescribed for traffic in transit;
 - (e.) To eliminate any documents and formal requirements which are agreed to be considered superfluous or not serving any particular purpose; and
 - (f.) To use relevant Advanced Cargo Information systems to facilitate transit trade as deemed appropriate.
 - (g.) To utilize existing COMESA transit transport instruments and those developed and adopted from time to time.
3. The Contracting Parties undertake to organize a focal point for co-ordination of information needed for cargo handling, port and terminal clearance and onward transport and for the dissemination of such information to the parties concerned, in order to avoid bottlenecks in the transport chain due to unduly delayed documentation.
4. . Each Contracting Party shall give due advance notice to the other Contracting Parties of any additional requirement or modification in prescribed documentation and procedures to be introduced in regard to traffic in transit.
5. The documentation and procedures to be applied by the Contracting Parties in the implementation of this AGREEMENT shall be specified in the Protocol to this AGREEMENT on Documentation and procedures.

**ARTICLE 29:
TRANSPORT**

1. Each Contracting Party shall allow the use of means of transport registered in another Contracting Party, for traffic in transit on its territory, and shall allow the transit operators to select the mode and means of transport to be used in such traffic.
2. Unless specific permission has been obtained from the Contracting Party concerned, means of transport registered in one Contracting Party shall be prohibited from carrying passengers and goods in internal transport within the territory of another Contracting Party.
3. Each Contracting Party shall permit means of transport of another Contracting Party to remain on its territory until such time as they can be brought out of the country, taking into account all the circumstances of the transport operation for which they are used.
4. The Contracting Parties shall review the technical requirements regarding means of transport used in traffic in transit with a view to the harmonization and establishment

of common standards regarding vehicle dimensions, maximum weights and loads, and related matters in line with COMESA standards.

5. If the Contracting Parties deem it necessary, they may from time to time agree on the number of road vehicles that may be used in traffic in transit on their territories.
6. Where special Road Transport Permits are prescribed as a condition for using a road vehicle in traffic on transit, such permits shall be issued for a period of not less than one year.
7. Each Contracting Party agrees that means of transport of any other Contracting Party shall be entitled to fuel and lubricants, necessary for their operation of traffic in transit on their territories, on the same conditions as apply to national means of transport.
8. The Contracting Parties shall grant nationals of other Contracting Parties treatment equal to that of their own nationals in the allocation of services and means of transport for traffic in transit.
9. The Contracting Parties shall apply to the means of transport of the other Contracting Parties the charges and other financial obligations not higher than those applied to their national means of transport.
10. The Contracting Parties agree that in case of natural calamities, they shall endeavour to make every effort to ensure a speedy and unimpeded flow of relief consignments through their territories.
11. The Contracting Parties shall grant permission to transport companies carrying traffic in transit on their territories to establish offices for the purpose of operating such traffic.
12. The Contracting Parties shall take the steps necessary for the insurance of their means of transport to cover third party liability incurred in the course of traffic in transit, in compliance with laws and regulations in force in the country of transit and in accordance with the Clauses which shall be specified in the Protocol to this AGREEMENT on Third party motor vehicle insurance.
13. For the operation of traffic in transit by specific mode of transport, the Contracting parties shall apply the Clauses specified in the Protocol to this AGREEMENT of Transport by rail of goods in transit and the Clauses which shall be specified in the Protocol to this AGREEMENT on Transport by road of goods in transit.
14. Dangerous goods carried in transit through the territories of the Contracting Parties shall be handled in accordance with the clauses which shall be specified in the Protocol to this AGREEMENT on Handling of dangerous goods.

ARTICLE 30: FACILITIES FOR TRANSIT EMPLOYEES

1. The Contracting parties shall grant to persons engaged in traffic in transit who are subject to visa requirements, multiple entry visas for periods determined in relation to the expected duration of their employment.
2. The Contracting Parties shall grant permits to work on their territory to nationals of other Contracting Parties employed for the purpose of transit operations, on the

terms and conditions which shall be specified in the Protocol to this AGREEMENT on Facilities for transit agencies and employees.

3. The Contracting Parties shall recognize driving permits issued by other Contracting Parties which are valid for the category of vehicle used for traffic in transit.

ARTICLE 31: RATES, CHARGES AND PAYMENT ARRANGEMENTS

No duties, taxes, or charges of any kind, whether national, provincial or municipal and regardless of their designation and purposes, shall be levied on traffic in transit, except charges for administrative expenses entailed for traffic in transit, and charges which are generally applicable for traffic in the territories of the Contracting Parties, such as charges levied on the use of toll roads, bridges, tunnels and ferries, warehousing and parking fees, port charges, marine freight, rail freight, or other similar charges, and applicable taxes imposed on the cost of services rendered and on purchases made during the voyage.

ARTICLE 32: MANDATE

The DCA shall be responsible for the achievement of the aims of the Djibouti Corridor transport facilitation matters; in particular, it shall consider matters related to transit transport policy and operational co-ordination of traffic passing through the Corridor.

ARTICLE 33: INFRASTRUCTURE DEVELOPMENT

In order to enhance infrastructure development through the transformation of the Corridor into an economic development corridor, the contracting parties agree to take all necessary measures that may include:

- (a) Supplementary agreements
- (b) Adoption of strategies and policies to promote the development of the Corridor,
- (c) Mobilisation of investment
- (d) Enactment of enabling legislation
- (e) Joint implementation of projects

ARTICLE 34: TRANSITIONAL ARRANGEMENTS

The government of the host country, shall, in collaboration with the funding agency, take all necessary measures to operationalize the DCA.

ARTICLE 35: TERMINATION OF MEMBERSHIP

Any Contracting Party may terminate its membership by giving the Secretariat one year written notice. The Secretariat shall ensure that such notice is circulated promptly to all other Contracting Parties.

**ARTICLE 36:
AMENDMENT OF THE AGREEMENT**

1. Any Contracting Party may propose an amendment to this AGREEMENT by submitting a written proposal to the DCA through the Secretariat. The DCA may also initiate amendments on its own. The proposed amendments shall be considered within the DCA, which shall communicate agreed amendments to the Contracting Parties.
2. If each of the Contracting Parties notifies its acceptance of the amendments, the said amendments shall enter into force on the date of the receipt by the DCA Secretariat of the last such notification of acceptance.
3. If one or more Contracting Parties fail to notify their formal acceptance without notifying any objection to the proposed amendment within a period of six months, the amendment is considered as adopted.
4. The DCA shall notify the adoption of the amendments to the Secretariat who shall inform the Contracting Parties thereof.
5. Independently of the amendment procedure laid down in this Article 28.1 of this Agreement; the DCA shall have the power to amend the Schedules, Annexes and Protocols. The text of any amendment so decided upon shall be communicated to the Contracting Parties by the DCA for approval.
6. If no Contracting Party objects within a period of sixty days, the amendment will become effective on the sixty-first day after the communication thereof to the Contracting Parties.
7. Furthermore, a proposal for amendment of this AGREEMENT may be discussed at the first meeting held after the receipt of such proposal. The proposal for amendment shall be adopted by a three quarters majority of all Contracting Parties present and voting.
8. Any Contracting Party acceding to this AGREEMENT shall be deemed to have accepted any amendments to this AGREEMENT in place at the time of its accession.

**ARTICLE 37:
SETTLEMENT OF DISPUTES**

1. Contracting parties and stakeholders shall endeavour to settle any disputes amicably.
2. In the event that an amicable settlement cannot be reached, any such dispute, controversy or claim which is not settled through consultation or through the intermediary of the DCA shall, at the request of any Contracting Parties or stakeholders involved, be settled by arbitration and shall be referred accordingly to one or more arbitrators selected by agreement between the Contracting Parties. If the Contracting Parties fail to agree on the designation of an arbitrator, or arbitrators within a period of three months from the date of the request for arbitration, any of the Contracting Parties may request a council of the Ministers of Transport of the Contracting Parties to nominate a single arbitrator who shall not be a national of any of the Contracting Parties and to whom the dispute shall be referred for decision.

3. If any of the Contracting Parties fails to agree to the conditions stipulated in Article 29.2 above, or if the Council of Ministers fail to agree on the appointment of an arbitrator, the issue in dispute shall be referred to the COMESA Court of Justice whose decision shall be final and binding on the Contracting Parties concerned.
4. The decision of the COMESA Court of Justice pursuant to Article 29.3 shall be final and binding on the Contracting Parties concerned.
5. The arbitrator, or arbitrators, or the COMESA Court of Justice, shall notify all the Contracting Parties of the existence and nature of the dispute and of the general terms of the settlement; the notifications, in English and French, shall be sent within a period of one month after the award has been pronounced.
6. The cost of arbitration shall be borne in equal part by the Contracting Parties concerned. The arbitrator, or arbitrators, may decide that a higher proportion, or the total cost shall be borne by one of the Parties and this award shall be binding on the Contracting Parties concerned.

ARTICLE 38: INTERPRETATION

This Agreement shall be signed and interpreted in all three languages; English , French and Arabic texts and all texts shall be authentic.

ARTICLE 39: RESERVATIONS

No reservations shall be made to this Agreement.

ARTICLE 40: DISSOLUTION

The DCA may be dissolved by a decision approved by a three quarters majority of contracting parties. The decision determines the disposal of the assets and liabilities of the DCA in accordance with the applicable International laws.

ARTICLE 41: ENTRY INTO FORCE AND DEPOSITORY OF THE AGREEMENT

1. In order for the Agreement to be effective any three of the contracting parties must sign it.
2. This AGREEMENT shall enter into force on the thirty first day following the date of deposit of the third instrument of ratification, acceptance or approval with the depository.
3. The original signed copies of the AGREEMENT shall be deposited with the Executive Secretary of the Common Market for Eastern and Southern Africa (COMESA)/United Nations Economic Commission for Africa (ECA). The Depository shall transmit certified copies of the AGREEMENT to all contracting parties. The original signed copies of the SCC Registration forms shall be deposited with the Secretariat of DCA.
4. The depository shall:

(a.)Receive and keep custody of the original text of this AGREEMENT;

- (b.) Prepare certified copies of the original text of this AGREEMENT and transmit them to the Parties and to the States entitled to become Parties to this AGREEMENT;
 - (c.) Receive any signature to this AGREEMENT and receive and keep custody of any instruments, notifications and communications relating to it;
 - (d.) Examine whether the signature or any instrument, notification or communications relating to this AGREEMENT is in due and proper form and, if need be, bring the matter to the attention of the State in question;
 - (e.) Inform the Parties and the States entitled to become Parties to this AGREEMENT of act, notifications and communications relating to this AGREEMENT;
 - (f.) Inform the States entitled to become Parties to this AGREEMENT when the signatures or the instruments of ratification, acceptance, approval or accession required for the entry into force of this AGREEMENT have been received or deposited; and
 - (g.) Register this AGREEMENT with the Secretariat of the Common Market for Eastern and Southern Africa/United Nations.
5. In the event of any difference appearing between a State and the depositary as to the performance of the latter's functions, the depositary or that State shall bring the question to the attention of the signatory States and the Contracting Parties or, where appropriate, to the DCA.
6. Any State using the Djibouti Corridor for transit traffic may become a Contracting Party to this AGREEMENT by acceding thereto after its entry into force. The application shall be submitted to the Secretariat and shall be circulated among the Contracting Parties for approval.
7. Accession shall take effect on the thirty- first day after the deposit of the instrument of accession with the depositary unless a later date is specified therein.
8. Upon entry into force, this AGREEMENT, its Annexes, Schedules and Protocols and any amendments thereto shall be registered with the United Nations in accordance with Article 102 of the UN Charter.

ARTICLE 42: MISCELLANEOUS

- 1. Nothing in this AGREEMENT, its Annexes, Schedules and Protocols shall prevent the Contracting Parties from fulfilling their obligations under any international convention to which they have become parties either before or after the entry into force of this AGREEMENT.
- 2. The Clauses of this AGREEMENT and its Protocols shall not preclude the application of any controls provided for in national legislation or any measures necessary on the grounds of public safety and national security, or for the application of health, veterinary and psychopathological regulations.
- 3. The Contracting Parties recognize that, for any punishable act or offence committed in the course of a transit operation, the laws and regulations of the Contracting Party on whose territory such an act or offence is committed shall apply.

4. Nothing shall prevent a Contracting Party from granting facilities greater than those provided for in this AGREEMENT and its Schedules and Protocols, and each Contracting Party is recommended to grant such greater facilities as extensively as possible.
5. The Contracting Parties undertake to inform the other Contracting Parties of any circumstances or measures introduced in application of Article 34.4 above which are relevant for the application of this AGREEMENT, its Schedules and Protocols.

**ARTICLE 43:
EXISTING TREATY, AGREEMENTS OR ARRANGEMENTS**

1. From the date of its entry into force this AGREEMENT shall supersede any previous transit treaty, agreement or arrangement concluded between the Contracting Parties in respect of the Central Corridor.
2. The Contracting Parties may adopt further Protocols to this AGREEMENT as deemed necessary from time to time.
3. The Annexes, Schedules and Protocols to this AGREEMENT shall form an integral part of the AGREEMENT.
4. Such Protocols shall enter into force on the thirty-first day after the receipt by the DCA of the notification of the adoption from all the Contracting Parties.

**ARTICLE 44:
PERIOD AND TERMINATION**

1. This AGREEMENT shall remain in force for a period of ten years from the date of entry into force unless extended or terminated earlier under Articles 36 (2) and 36 (3)
2. The Contracting Parties may at any time agree to terminate this AGREEMENT with effect from such date and subject to such conditions as they may determine.

**ARTICLE 45;
AMENDMENT**

1. Amendments to this AGREEMENT may be made only by express written agreement signed by the duly authorized representatives of the Parties;
2. Any instrument containing amendments shall be appended to and become an integral part of this AGREEMENT.

**ARTICLE 46:
ACCESSION**

1. Any state using the Northern Corridor for interstate or transit transport, and wishing to become a member shall submit an application to the Council of Ministers for approval.
2. Upon approval of the application by the Council of Ministers, the applicant state shall deposit its instruments of accession with the Secretariat.

3. Accession shall take effect on the thirty first day after deposit of the instruments of accession with the depositary.

**ARTICLE 47:
DECLARATION**

Done in quadruplet in on the of, 2015 in English, French and Arabic languages, each party holding one original and all three texts being equally authentic.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this AGREEMENT.

Hon., Minister of Transport and Equipment
For the Government of the Republic of Djibouti

Hon.State Minister for Transport
For the Government of the Federal Democratic Republic of Ethiopia

Hon. Minister of Transport
For the Government of the Republic of South Sudan

Hon., Minister of Transport
For the Government of the Republic of Sudan

SCHEDULES

SCHEDULE NUMBER 1: Transit Routes and Facilities of the DCA

Transit routes cover cargo and passenger transport utilizing:

Road

- Djibouti- Dikhili-Galafi-Dichoto-Mju-Addis Ababa
- Djibouti- Holl-Holl-Ali Sabieh- Galille- Denwale-Dire Dawa- Addis Ababa
- Tadjourah- Randa- Dorra- Balho-Melodina Village- Elidar- Galaffe Junction- Djchejo
- Addis Ababa
-
- Addis Ababa Matuma-Galabat Gadarif (Road and Railway)
- Addis Ababa- Weldiya- Mekele-Elhumra- Hamdayit- Kassala
- Addis Ababa- Ambo- Kurmuk- Damazin- Madeni-Khartoum
- Addis Ababa –Sebeta-Jimma-Dima-Raad-Kapoeta- Juba (Road and Railway)
- Addis Ababa- Gambelle- Jiko- Nasser- Malakal- Renk- Kosti

Railway

- Djibouti- Nagad- Galille-Dawanle- Dwenlau- Dire Dawa- Addis Ababa
- Tadjourah- Asaita- Elidar- Mekele-Addis Ababa
-
- The port of Djibouti;
- Port Sudan
-
- TheDry Port;
- The marine services provided by South Sudan and Sudan and other private companies on the Nile River. ;
- The ports of and.....on the Nile River;
- Deep sea and coastal shipping services calling at Djibouti port and Port Sudan;
-inland transshipment terminal; and
- Other Transit Routes and Facilities as determined from time to time.

SCHEDULE NUMBER 2: List of Members

STAKEHOLDERS CONSULTATIVE COMMITTEE (SCC)

In accordance with Article 15.3 of the Agreement, the following government departments and institutions shall initially constitute the Members of the SCC:

DJIBOUTI

1. -Ministry of Transport and Equipment
2. Ministry of Commerce and Industry
3. Chamber of Commerce, Industry and Agriculture
4. Ship Owners Association
5. Djibouti Ports Corporation
6. Djibouti Ports Authority
7. Djibouti Shipping Agencies Association
8. Djibouti Railways
9. Road Development Agency

10. Association des Transitaires
11. Ministry of Public Works (Roads Office)
12. Djibouti Revenue Authority
13. Ministry of Home Affairs

FEDERAL REPUBLIC OF ETHIOPIA

1. Ministry responsible for Transport
2. Ministry responsible for Public Works and Infrastructure
3. Ministry responsible for Regional Cooperation
4. Ministry responsible for Small and Medium Enterprises
5. Ministry responsible for Trade and Industry
6. Ethiopian Railways
7. Ethiopia Revenue Authority
8. Road Development Agency
9. Ministry of Home Affairs

SOUTH SUDAN

1. Ministry responsible for Transport
2. Ministry responsible for Commerce & Industry
3. Federation of Private Sector
4. South Sudan Ports Authority)
5. South Sudan Road Transport Operators Association
7. Association of Insurers of South Sudan
8. Association of Clearing Agents of South Sudan
9. South Sudan Revenue Authority
10. Truck Drivers Association
11. Export Board
12. Roads Development Agency
13. Petroleum importers Association

SUDAN

1. Ministry responsible for Transport
2. Ministry responsible for Industries and Trade
3. Sudan Roads Agency
4. Sudan Ports Authority
5. Sudan Railways
6. Sudan Custom Authority
7. Sudan Shipping Agencies Association
8. Sudan Chamber of Commerce and Industry
9. Sudan Freight Forwarders Association
- Sudan Truck Owners Association

This list is indicative and is not intended to exclude other organizations interested in subscribing to the AGREEMENT.

SCHEDULE NUMBER 3: SCC MEMBER REGISTRATION FORM

The undersigned:.....

Who is the:.....(Designation)

Of :.....(name of government
department or Ministry/ organisation)

Physical and Postal Address:.....

City.....Country:.....
.....

Telephone Number: Country Code.....Area Code.....Tel No.....

Fax Number:

Email:.....

Hereby confirms that his/her Ministry/Government department/ organization is a member of
the Stakeholders Consultative Committee (SCC) of the Djibouti Corridor Authority

(DCA) established onof....., 2015in(city),(country). It is also

confirmed that as a member of SCC, the Ministry/Government department/organization shall
actively pursue the objectives of the DCA listed in Article 3 of its Agreement.

Signature:.....Date:.....