

**THE EAST AFRICAN COMMUNITY MEDIATION
AGREEMENT ACT, 1987**

No. 7 of 1987

Date of Assent: 30th July, 1987

Date of Commencement: 14th May, 1984

ARRANGEMENT OF SECTIONS

Section

- 1—Short title and commencement.
- 2—Interpretation.
- 3—Certain provisions of agreement to have force of law.
- 4—Assets and liabilities of former Community.
- 5—Financial provisions.
- 6—Provisions relating to joint institutions and common services.
- 7—Immunities and privileges of employees.
- 8—Status, immunities and privileges of joint institutions or common services.
- 9—Adaptation of written laws.
- 10—Repeal of Cap. 4.
- 11—Amendments to other written law.

An Act of Parliament to provide for giving effect to certain provisions of the East African Community Mediation Agreement, 1984, and for connected purposes

WHEREAS an Agreement for the Division of Assets and Liabilities of the former East African Community, cited as the "East African Community Mediation Agreement, 1984", and set out in the First Schedule to this Act, was signed on the 14th May, 1984 on behalf of the Governments of the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya at Arusha, Tanzania;

AND WHEREAS it is expedient to make provisions for giving effect to certain provisions contained in the said Agreement;

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NOW THEREFORE BE IT ENACTED by the Parliament of Kenya as follows:—

1. This Act may be cited as the East African Community Mediation Agreement Act, 1987 and shall be deemed to have come into operation on the 14th May, 1984.

Short title and commencement.

2. In this Act, unless the context otherwise requires—

Interpretation.

“the Agreement” means the East African Community Mediation Agreement, done at Arusha, Tanzania, on the 14th May, 1984;

“common services” means the Soroti Civil Flying School, the Inter-University Council for East Africa or such other common service as may be declared to be a common service under section 5 (2);

“Minister” means the Minister for the time being responsible for regional co-operation;

“States” means the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya which were parties to the Agreement;

“specified institutions” means the Soroti Civil Flying School, the East African Development Bank and the Inter-University Council for East Africa;

“the Treaty” means the Treaty for East African Co-operation entered into by the Governments of the United Republic of Tanzania, the Sovereign State of Uganda and the Republic of Kenya which is set out in the Schedule to the Treaty for East African Co-operation Act (now repealed).

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3. Subject to this Act, the provisions of Articles 3, 4, 5, 7, 8, 9, 10, 11, 12, 14 and 15 of the Agreement shall have the force of law in Kenya.

Certain provisions of agreement to have force of law.

4. (1) All the assets which, immediately before the commencement of this Act, were vested in the former Community by the Treaty and which were allocated to Kenya under the Agreement are hereby vested in the Government of Kenya.

Assets and liabilities of former Community.

(2) The Government shall, in respect of the assets referred to in subsection (1), be subject to the liabilities of the former Community only to the extent provided for in the Agreement.

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Financial provisions.

5. (1) There shall be charged on and paid out of the Consolidated Fund without further appropriation than this Act all payments required to be made from time to time by the Government under the terms of the Agreement.

(2) For the purpose of providing any sums required for making payments under this section, the Minister responsible for finance may, on behalf of the Government, make such arrangements as are necessary, or raise loans by creation and issue of securities bearing such rates of interest and subject to such conditions as to repayment, redemption or otherwise as he thinks fit, and the charges and expenses incurred in connection with their issue shall be charged on and issued out of the Consolidated Fund.

(3) Any moneys received by the Government under the Agreement shall be paid into and form part of the Consolidated Fund and shall be available in any manner in which the Consolidated Fund is available.

Provision relating to joint institution and common services.

6. (1) Notwithstanding anything contained in this Act or any other written law the specified institutions shall operate by virtue of this Act as a joint East African Institution or common services, as the case may be.

(2) The Minister may, by order published in the Gazette, declare any other institution or organization to be a joint institution or common service as may be agreed pursuant to Article 14:02 of the Agreement.

(3) A joint institution or common services shall operate in accordance with such appropriate arrangements as may be worked out by the States under Article 14 of the Agreement.

Immunities and privileges of employees

7. (1) Persons employed in the service of a joint institution or common services shall—

(a) be immune from civil process with respect to acts performed by them in their official capacity; and

(b) be accorded such immunities from immigration restrictions or alien registration and, where they are not citizens of Kenya, such facilities in relation to exchange control regulations as may be agreed upon by the States.

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(2) Experts and consultants rendering services to the joint institution or common services shall be accorded such immunities and privileges as may be agreed upon by the States.

8. A joint institution or common service shall be accorded such status, capacity, immunities, privileges and exemptions as may be agreed upon by the States.

Status, immunities and privileges of joint institutions or common services.

9. The Attorney-General may, by order published in the Gazette, at any time before the expiration of twenty-four months from the commencement of this Act, make such amendments to any written law as may appear to the Attorney-General to be necessary or expedient for bringing that written law into conformity with the provisions of the Agreement or otherwise for giving effect or enabling effect to be given to those provisions.

Adaptation of written law.

10. The Treaty for East African Co-operation Act is repealed.

Repeal of Cap. 4.

11. The several written laws specified in the first column of the Second Schedule are amended, in relation to the provisions thereof specified in the second column, in the manner specified in the third column.

Amendments to other written laws.

FIRST SCHEDULE

(s. 2)

AGREEMENT FOR THE DIVISION OF ASSETS AND LIABILITIES OF THE
FORMER EAST AFRICAN COMMUNITY

Agreement between the Governments of the United Republic of Tanzania, the Republic of Uganda and the Republic of Kenya (hereinafter collectively referred to as the "States").

WHEREAS:

The States by the Treaty for the East African Co-operation, dated 6th June, 1967, established the East African Community (hereinafter referred to as "the General Fund Services");

The Community and the Corporations ceased to perform their functions in 1977 and the General Fund Services can no longer be administered;

Conscious of the need to achieve a rational settlement of the Community's affairs, the States engaged the services of a Mediator (hereinafter referred to as "the Mediator");

The Mediator, on the basis of the findings presented in his Consolidated Report dated 28th October, 1981 (hereinafter referred to as the "Consolidated Report"), and in subsequent documents has made proposals for the permanent and equitable division of the assets and liabilities of the Corporations and the General Fund Services;

NOW THEREFORE, the States, having considered the proposals of the Mediator, hereby agree as follows:

ARTICLE I

DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms and letters have the following meanings:

- (a) "EA Railways" means the East African Railways Corporation;
- (b) "EAP & T" means the East African Posts and Telecommunications Corporation;
- (c) "EA Harbours" means the East African Harbours Corporation;
- (d) "EA Airways" means the East African Airways Corporation;
- (e) "EA Extelcoms" means the East African External Telecommunications Company Limited, a subsidiary of the East African Posts and Telecommunications Corporation;
- (f) "EA Cargo Handling" means the East African Cargo Handling Services Limited, a subsidiary of the East African Harbours Corporation;
- (g) "GFS" means the General Fund Services;
- (h) "Corporations" means the EA Railways, EAP & T, EA Harbours, EA Airways, and their subsidiaries, collectively, and the term "Corporation" means any one of the Corporations individually;
- (i) "Division date" means in the case of:
 - EA Railways 30th June, 1977;
 - EAP & T 31st December, 1976;
 - EA Harbours 30th June, 1977;
 - EA Airways 15th February, 1977;
 - EA Extelcoms 31st March, 1977;
 - EA Cargo Handling 31st December, 1976; and
 - GFS 30th June, 1977;
- (j) "Long-term liabilities" means all those liabilities which are listed in Annex "A" to this Agreement;
- (k) "Current liabilities" means those liabilities expected to be settled within a limited period not exceeding one year;
- (l) "Net assets" means in the case of each Corporation and the GFS all the assets less current liabilities of such Corporation

and of the GFS other than the assets and liabilities of the pension and provident funds and those which have been defined as long-term liabilities;

- (m) "Rolling Stock Report" means the report on the identification and allocation of rolling stock between Kenya and Uganda dated 1st and 2nd December, 1982, hereto attached as Annex "B" to this Agreement together with the list of rolling stock and three Annexes thereto, submitted on 7th December, 1982, agreed to by Kenya and Uganda and hereby deemed part of Annex "B" of this Agreement;
- (n) "Sh.m" means millions of shillings of Kenya, Tanzania or Uganda, as the case may be, at the rate of 8.31542 shillings to 1 US Dollar in effect on 30th June, 1977;
- (o) "\$m" means millions of United States Dollars;
- (p) "Convertible currency" means the following currencies:
- the Canadian Dollar;
 - the Deutsche Mark;
 - the Italian Lira;
 - the Pound Sterling;
 - the Japanese Yen;
 - the United States Dollar;
- (q) "Tribunal" means the Arbitration Tribunal as provided for in Article 12 hereof;
- (r) "Board" means the Board of Trustees as provided for in Article 10 hereof;
- (s) "Mediation ratio" or "Mediation formula" means the division in the proportion of forty-two per cent (42%) for Kenya, thirty-two per cent (32%) for Tanzania and twenty-six per cent (26%) for Uganda.

ARTICLE 2

ASSETS AND LIABILITIES COVER

2.00 This Agreement covers the assets and liabilities of the Corporations and the GFS at the division date of each Corporation and of the GFS.

ARTICLE 3

NET ASSETS; EQUITY SHARES; EXCESS AND SHORTFALL

3.00 The amount of the net assets of the Corporation and of the GFS held in each of the States, the allocation of such amount as equity shares among the States, taking into account the geographic location of such assets and the common ownership interests by the States in such assets, and the resulting excess or shortfall of net assets are:

ARTICLE 4

COMPENSATION TO UGANDA FOR SHORTFALL OF NET ASSETS;
INTEREST PAYMENTS

4.01 Kenya and Tanzania shall compensate Uganda for its shortfall of net assets as set forth in Article 3 hereinabove by one or more of the following methods:

- (a) payments in convertible currencies;
- (b) the provision of goods;
- (c) the provision of services;
- (d) the financing of existing or new productive facilities;
- (e) the set-off, or compensation for mutually recognized claims; or
- (f) a combination of any of these modes;

all on terms and conditions agreed between Kenya and Uganda, and between Tanzania and Uganda, as set forth in Annexes "C" and "D", respectively, to this Agreement.

4.02 Kenya and Tanzania shall pay interest at the rate of seven per cent (7%) per annum from the date of signing of this Agreement on the outstanding amounts of compensation due to Uganda from time to time under this Article.

ARTICLE 5

COMPENSATION FOR EQUIPMENT AND ALLOCATION OF
ROLLING STOCK TO UGANDA

5.01 Kenya shall pay to Uganda the amount of shillings one million (Sh. 1m) equivalent to United States dollars one hundred and twenty thousand (US\$120,000) being compensation for certain GFS equipment.

5.02 Kenya shall transfer to Uganda the number of coaches and wagons of the quality, size and specifications as set forth in the Rolling Stock Report.

ARTICLE 6

VALUATION OF LONG-TERM LIABILITIES

6.00 The long-term liabilities of the Corporations and of the GFS at the division date of each Corporation and of the GFS amount to shillings two thousand eight hundred and sixty-three million, eight hundred thousand (Sh. 2,863,800,000).

ARTICLE 7

ALLOCATION OF LONG-TERM LIABILITIES; INTERIM PAYMENTS

7.01 The long-term liabilities of the Corporations and of the GFS as at the division dates, set out in Annex "A", are allocated to the States in the proportion of forty-two per cent (42%) to Kenya, thirty-two per cent (32%) to Tanzania, and twenty-six per cent (26%) to Uganda.

TABLE OF DIVISION

	Total		Kenya 42%		Tanzania 32%		Uganda 26%	
	<i>Sh. m</i>	<i>\$m</i>	<i>Sh. m</i>	<i>\$m</i>	<i>Sh. m</i>	<i>\$m</i>	<i>Sh. m</i>	<i>\$m</i>
Long-term Liabilities ..	2,863,800	344,396	1,202,796	144,646	916,416	110,207	744,588	89,543

7.02 Payments made by each State in respect of the long-term liabilities from the division dates to 30th June, 1984, shared either in excess or short of the proportion allocated to a State in Sub-Article 7.01 are to be taken into account in calculating the amount of compensation due by or to that State under Article 4.

ARTICLE 8

LIABILITY TOWARDS CREDITORS

8.01 The creditors of the long-term liabilities and the States having agreed to the division of the liabilities pursuant to Article 7 and, where applicable, to the elimination of joint and several guarantees in respect of such liabilities, each State shall solely be responsible for such balance of liabilities allocated to it and as reflected in the separate Agreements between each State and each Creditor.

8.02 The repayment to local holders of loan stocks issued by the Corporations, shall be the responsibility of the Government of the State in which the stockholders reside.

8.03 Each State hereby indemnifies the other States against all responsibilities for the liabilities it has assumed as provided in Sub-Articles 8.01 and 8.02 above.

8.04 Notwithstanding any other provision in this Agreement to the contrary, the effective date of Sub-Article 8.01 shall be 1st July, 1984.

ARTICLE 9

CLAIMS

9.01 Claims, registered prior to 31st December, 1978, other than claims for pensions by former members of staff of the Community institutions, claims against EA Airways and long-term liabilities, shall be dealt with as follows—

- (a) claims for amounts due in the currency of one of the States are assigned to, and shall be dealt with by such State in accordance with its existing procedures;
- (b) claims for amounts due in foreign currency, not covered by Article 8, may be dealt with by ad hoc agreement between the States or, failing such agreement, by the Arbitration Tribunal referred to in Article 12 of this Agreement.

9.02 Claims against EA Airways registered prior to 31st December, 1978, not allocated as part of the long-term liabilities pursuant to Article 7, shall be dealt with by the State in which they were registered in accordance with that State's existing procedures.

ARTICLE 10

PENSION AND PROVIDENT FUNDS

10.01 The assets of the Pension and Provident Funds of the Corporations and GFS consist of the value of the Pension and Provident Funds assets located in the States and those currently held and managed by the Crown Agents.

10.02 The Pension assets and liabilities of the Corporations and GFS shall be subject to an actuarial exercise which shall determine the value of the Pension assets and liabilities in each State and abroad for a decision by the States on the final division of the assets and the liabilities.

10.03 Pending the determination of the Pension assets and liabilities for each State:

- (a) Pension and Provident Funds assets located in the States shall continue to be vested and managed by the States where they are so located.
- (b) (i) Pension and Provident Funds assets of the Community currently held and administered by the Crown Agents shall vest in and be managed and administered by a Board of Trustees consisting of the Governors of the Central Banks of the States.
 - (ii) The Board shall sit not later than one month after the signing of the Mediation Agreement and shall thereafter meet quarterly and submit its reports to the Ministers responsible for Finance in the States.
 - (iii) The Board shall function in accordance with the rules of procedure set forth in Annex "F" to this Agreement. If any question of procedure arises which is not covered by the said Annex, the Board shall decide the question.
 - (iv) The Board shall cease to exist upon a final division of the Pension and Provident Funds assets and other assets and liabilities as provided for in Sub-Articles 10.01, 10.02 and 11.03 of this Agreement.
- (c) The Pension and Provident Funds assets of the Community now held and managed by the Crown Agents consisted of the following as at 31st March, 1984:
 - (i) Pension Fund assets amounting to Pounds Sterling twenty million, five hundred and ninety-two thousand, four hundred and fifty (£20,592,450).
 - (ii) Provident Fund assets amounting to Pounds Sterling one million, two hundred forty-eight thousand, nine hundred and seventy-seven (£1,248,977).

10.04 The value of the assets of the Pension Fund of EAP & T other than those covered in Sub-Article 10.01 above, located in Uganda shall be ascertained and a decision made thereon by the States in the light of actuarial and other findings

10.05 Each State shall:

- (a) Pay its nationals, employed by the Corporations or GFS and retired from active service by the division date the pensions and other benefits due to them on account of such employment.

- (b) Make provision for the pension rights and entitlements to other benefits accrued as of the division date in favour of its nationals in active service with such Corporations and GFS at that date.
- 10.06 (a) Each State shall pay to members of staff formerly employed by the Corporations or GFS, other than its nationals and other than those covered by the Pensions Take-over Agreement with the United Kingdom whose last duty station was within its territory, and to their widows and orphans the pensions and other benefits lawfully due to them on account of such employment.
- (b) The obligation referred to in paragraph (a) of this Sub-Article covers both members of staff retired from active service and those in active service at the division date.

ARTICLE 11

OTHER ASSETS

11.01 Other assets of the Community held by the Crown Agents consist of:

- (a) Sinking Funds which amounted, as at 31st March, 1984, to Pounds Sterling four million, five hundred thirty-eight thousand, six hundred eighty-two (£4,538,682):
- (i) Out of this amount, a sum of Pounds Sterling five hundred thousand, seven hundred and sixty-seven (£500,767) is distributed to the States in the proportion of forty-two per cent (42%) to Kenya, thirty-two per cent (32%) to Tanzania and twenty-six per cent (26%) to Uganda;
 - (ii) The balance of Pounds Sterling four million, and thirty-seven thousand, nine hundred and fifteen (£4,037,915) shall be used to redeem the following two loan stocks:
 - 1957 East African High Commission (Railways and Harbours) 5½ per cent 1977–83.
 - 1956 East African High Commission (Railways and Harbours) 5½ per cent 1980–85.
 Any surplus will be divided among the States in accordance with the Mediation formula.
- (b) (i) Cash balances, which amounted to Pounds Sterling one million, one hundred and twenty thousand, five hundred ninety (1,120,590) at 31st March, 1984, are distributed to the States in proportion of forty-two per cent (42%) to Kenya, thirty-two (32%) to Tanzania and twenty-six per cent (26%) to Uganda.
- (ii) Out of this amount, the sum of £5,400 may be transferred to Pensions Fund.

11.02 The amount due from the United Kingdom to the Community arising out of the Pensions Take-over Agreement which is currently estimated at Pounds Sterling five hundred and sixty-four thousand (£564,000) shall be distributed to the States in the proportion of forty-two per cent (42%) to Kenya, thirty-two per cent (32%) to Tanzania and twenty-six per cent (26%) to Uganda.

11.03 Any other assets not particularly provided for in this Agreement, which after the signature of this Agreement are ascertained by the States, the Board of Trustees or any other person or body as belonging to the Community, shall automatically vest in the Board of Trustees which shall manage and administer the same until a decision is made by the States for the final disposal thereof.

ARTICLE 12

SETTLEMENT OF DISPUTES

12.01 Any dispute between two or more of the States and/or any claim by any one or more of them against any other of the States arising under this Agreement, including any question concerning its interpretation or implementation, which cannot be determined by agreement between the parties, shall be submitted for decision to an Arbitration Tribunal.

12.02 (a) The Tribunal shall consist of four members appointed as follows: each State shall appoint one member, the fourth member, who shall be the Chairman of the Tribunal and who shall not be a national of any of the States, shall be appointed by agreement of the States.

(b) Notwithstanding the foregoing, in the event that one State shall fail to make an appointment within three months from the date of this Agreement the Tribunal shall be deemed to be properly constituted.

(c) In case the States fail to agree on the appointment of a Chairman within three months from the date of this Agreement, the President of the World Bank shall make such appointment.

12.03 The Tribunal shall function in accordance with the Rules of Procedure set forth in Annex "E" to this Agreement. If any question of procedure arises which is not covered by the said Annex, the Tribunal shall decide the question.

12.04 Every decision of the Tribunal shall be taken by the majority of the members present at a sitting, and where the members are equally divided in their opinions, that of the Chairman shall prevail.

12.05 The decisions of the Tribunal shall be in writing and shall be signed by each member present at the sitting.

12.06 The States shall by mutual agreement determine the terms and conditions of service of the Chairman of the Tribunal.

12.07 Each State shall pay the member of the Tribunal representing it allowances and other remuneration for attendance at sessions of the Tribunal. In addition, each member will be reimbursed by the State which appointed him for expenses reasonably incurred by him in the course of his duties as a member of the Tribunal.

12.08 (a) There shall be a Registrar who shall be appointed by agreement of the States.

(b) Until the States exercise their powers under Sub-Article 12.08 (a) above, the Secretary of the East African Development Bank shall be the Registrar of the Tribunal.

(c) The States shall make equal advance payments for the setting up of the Registry, and thereafter make appropriate financial arrangements for the running thereto.

12.09 The Registry of the Tribunal shall be situated in Kampala, Uganda.

12.10 The Tribunal may in any particular case meet and exercise its jurisdiction at any place, within the States, it considers desirable.

12.11 The Tribunal shall cease to exist upon the full and final payment and settlement of all compensation, claims and dispute under this Agreement.

ARTICLE 13

LAW GOVERNING THE AGREEMENT

13.00 The Tribunal shall apply legal principles common to the contracting States and recognized principles and rules of International Law.

ARTICLE 14

OPERATIONS OF CERTAIN INSTITUTIONS AND SERVICES: FUTURE CO-OPERATION

14.01 The States agree that—

(a) the Soroti Civil Flying School and the Inter-University Council for East Africa shall operate as common services;

(b) the East African Development Bank shall operate as a joint institution; and

(c) the common services and institution referred to in paragraph (a) and (b) above shall be operated and financed under such arrangements as shall be agreed upon by the States from time to time.

14.02 The States agree to explore and identify further areas for future co-operation and to work out concrete arrangements for such co-operation.

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ARTICLE 15

AMENDMENTS

15.00 This Agreement may be amended by mutual consent of the States and such amendment shall be by exchange of letters between the Heads of State of the three Governments and shall form an integral part of this Agreement.

ARTICLE 16

ABROGATION OF THE TREATY FOR EAST AFRICAN CO-OPERATION

16.00 The Treaty for East African Co-operation, dated 6th June, 1967, is hereby abrogated.

ARTICLE 17

ENTRY INTO FORCE

17.00 This Agreement shall enter into force upon its signature.

ARTICLE 18

CITATION

18.00 This Agreement shall be cited as "the East African Community Mediation Agreement, 1984".

ARTICLE 19

SCOPE OF THIS AGREEMENT

19.00 This Agreement consists of 19 Articles and 6 Annexes, each of which forms an integral part hereof. The Agreement is made and signed in five originals, all in English and all of them being equally authentic. Each State shall retain one original and the fourth and fifth originals shall be deposited with the Secretaries General of the United Nations and the Organization of African Unity.

DONE at Arusha, Tanzania, on the fourteenth day of May in the year one thousand nine hundred and eighty-four.

IN FAITH WHEREOF the undersigned have placed their signatures at the end of this Agreement.

For the Government
of the United
Republic of Tanzania

For the Government
of the Republic of
Uganda

For the Government
of the Republic of
Kenya

ANNEX "A"

EAST AFRICAN COMMUNITY MEDIATION
LONG-TERM LIABILITIES AND ALLOCATION THEREOF

I—LOAN FROM GOVERNMENTS AND INTERNATIONAL AGENCIES
Balance at Division Date

	Total				Kenya Sh. '000 42%	Tanzania Sh. '000 32%	Uganda Sh. '000 26%
	Currency	Sh. '000	Sh. '000	Sh. '000			
<i>British Government—E.A. Railways:</i>							
1961 £5.6m 6½ 1986 Exchequer	£3,475,656	49,448	20,768	15,823	12,857		
1965 £3.15m 7.1% 1984 ECGD	£1,622,250	23,199	9,743	7,424	6,032		
1970 £1.0m 1995 (interest free)	£ 922,400	13,190	5,540	4,221	3,429		
1970 £1.0m 5½% 1982 commercial credit	£ 595,875	8,521	3,579	2,727	2,215		
<i>E.A.P. and T. —1961 £0.75m 6½% 1986 Exchequer</i>	£ 413,530	5,881	2,470	1,882	1,529		
1963 £0.25m 5½% 1988 Exchequer	£ 164,913	2,359	991	755	613		
<i>E.A. Harbours—1961 £1.9m 6½ 1986 Exchequer</i>	£1,127,935	16,129	6,774	5,161	4,194		
	£8,322,559	118,727	49,865	37,993	30,869		
<i>Federal Republic of Germany—E.A. Railways:</i>							
1964 AL60DM 8.96m.	DM3,466,296	11,245	4,723	3,598	2,924		
1971 AL 634DM 8.6m. 1989	DM8,598,098	30,766	12,922	9,845	7,999		
	DM12,064,394	42,011	17,645	13,443	10,923		
<i>Italian Government/Condotte GFS</i>							
1966 Kw 4.0m 6% 1982	Lire 113,497m	123,970	52,067	39,671	32,232		
<i>Zambian Government—E.A. Harbours: 1966 Kw 4.0m 6% 1982</i>	Kw 1,234,000	12,975	5,450	4,152	3,373		
<i>East African Governments—E.A. Railways</i>	Sh.150,000,000	150,000	63,000	48,000	39,000		
<i>E.A.P. and T. Zanzibar Government</i>	£1,617,670	13,450	5,649	4,304	3,497		
<i>GFS—Balance</i>	Sh.2,000,000	2,000	840	640	520		
<i>Sinking Fund</i>	(£70,509)	(900)	(378)	(288)	(234)		
		164,550	69,111	52,656	42,783		

ANNEX "A"—(Contd.)

I—LOAN FROM GOVERNMENTS AND INTERNATIONAL AGENCIES—(Contd.)

Balance at Division Date—(Contd.)

	Total		Kenya Sh. '000 42%	Tanzania Sh. '000 32%	Uganda Sh. '000 26%
	Currency	Sh. '000			
<i>I.B.R.D.—E.A. Railways:</i>					
No. 428-1 EA	\$ 28,480,000	257,006	107,942	82,242	66,822
No. 674 EA	\$ 31,590,000	259,495	108,988	83,038	67,469
<i>E.A.P. and T.:</i>					
No. 483 EA	\$ 10,890,000	111,001	46,620	35,520	28,860
No. 675 EA	\$ 9,890,000	79,600	33,432	25,472	20,696
No. 914 EA	\$ 22,650,000	181,700	76,314	58,144	47,242
<i>E.A. Harbours:</i>					
No. 428-2 EA	\$ 4,930,000	56,663	23,798	18,132	14,733
No. 638 EA	\$ 30,250,000	262,068	110,068	83,862	68,138
No. 865 EA	\$ 24,450,000	204,081	85,714	65,306	53,061
	\$163,130,000	1,411,613	592,876	451,716	367,021
<i>Canadian International Development Agency—E.A. Railways-</i>					
1970 C\$14m. 2020 (Interest free)	C\$13,955,000	109,506	45,993	35,042	28,471
<i>E.A. Harbours:</i>					
1974 C\$33.5m. 2022 (Interest free)	C\$32,930,000	258,409	108,532	82,691	67,186
	C\$46,885,000	367,915	154,525	117,733	95,657
<i>UNDP—GFS</i>					
<i>International Co-operation Administration—E.A. Harbours</i>	\$414,791	3,061	1,286	979	796
	£103,914	1,486	624	476	386
TOTAL LOANS FROM GOVERNMENTS AND INTERNATIONAL AGENCIES		2,246,308	943,449	898,117	584,040

ANNEX "A"---(Contd.)

II—COMMERCIAL LOANS

	Total	Kenya	Tanzania	Uganda
	Sh. '000	Sh. '000 42%	Sh. '000 32%	Sh. '000 26%
<i>Creditors of E.A.P. and T.—C. Itoh Credit Cable and Wireless</i>	Yen 925,676,244	11,111	8,466	6,879
<i>Creditors of E.A. Airways—DC9 Loans:</i>	£470,332	2,825	2,152	1,749
National Bank of Kenya	Sh.10,361,000	4,351	3,316	2,694
Bank of Commerce, Tanzania	Sh. 9,700,000	4,074	3,104	2,522
Consortium of Uganda Banks	Sh. 2,035,000	855	651	529
Eximbank	\$5,456,000	19,187	14,618	11,878
MacDonnell Douglas	\$606,000	2,131	1,624	1,319
Special Loan—National Bank of Kenya	Sh.18,945,000	7,957	6,062	4,926
<i>Creditors of E.A. Extelcoms:</i>				
Standard and Chartered Bank, Tanzania	\$833,035	2,675	2,038	1,655
Tanzania Investment Bank	Sh.13,000,000	5,460	4,160	3,380
Consortium—Grindlays/Grindlays International, Uganda	Sh.17,000,000	7,140	5,440	4,420
Grindlays Bank, Uganda	Sh.12,000,000	5,040	3,840	3,120
Marsconi Communications Limited	£103,107	693	528	429
TOTAL COMMERCIAL LOANS	278,787	117,090	89,212	72,485

ANNEX "A"—(Contd.)

III—LOAN STOCK AND RELATED SINKING FUNDS

Balance at Division Date

	Total					Uganda Sh. '000 26%
	Currency	Sh. '000	Kenya Sh. '000 42%	Tanzania Sh. '000 32%		
<i>E.A. Railways:</i>						
1954 £Stg. 5m 4% 1973/76 local register	£471,390	6,819	2,864	2,182	1,773	
1956 £Stg. 3.0m 5½% 1980/84—London register	£2,896,665	41,422	17,397	13,255	10,770	
Local register	£117,730	1,684	707	539	438	
Sinking fund	(£1,339,882)	(19,160)	(8,047)	(6,131)	(4,982)	
1957 £Stg. 8.5m 5½% 1977/83 London register	£7,257,483	103,249	43,364	33,040	26,845	
Local register	£278,558	3,983	1,673	1,275	1,035	
Sinking fund	(£3,133,555)	(44,810)	(18,820)	(14,339)	(11,651)	
1975 £Stg. 5.9m 9% 1977	£6,810,428	97,750	41,055	31,280	25,415	
1970 K£1.0m 6½% 1990—Balance	Sh.22,700,000	22,700	9,534	7,264	5,902	
Sinking fund	(Sh. 702,000)	(702)	(294)	(225)	(183)	
1971 K£2.0m 6½% 1986—Balance	Sh.45,437,858	45,438	19,084	14,540	11,814	
Sinking fund	(Sh. 869,000)	(859)	(361)	(275)	(223)	
<i>E.A.P. and T.:</i>						
1957 £Stg. 3.0m 5½% 1977/83—Balance (London and local)	£3,000,000	42,900	18,018	13,728	11,154	
Sinking fund	(£1,087,183)	(15,200)	(6,384)	(4,864)	(3,952)	
<i>E.A. Harbours:</i>						
1956 £Stg. 0.5m 5½% 1980/84—London register	£482,789	6,904	2,900	2,209	1,795	
Local register	17,221	246	103	79	64	
Sinking fund	(Sh. 223,240)	(3,192)	(2,341)	(1,022)	(829)	
1957 £Stg. 1.0m 5½% 1977/83—London register	£1,004,919	14,370	6,036	4,598	3,736	
Local register	£32,336	462	194	148	120	
Sinking fund	(435,536)	(6,228)	(2,616)	(1,993)	(1,619)	
1971 K£1.4m 6½% 1986	Sh.29,149,504	29,150	12,243	9,328	7,579	
1946 Supplementary Fund Kenya 12½%—Sinking fund	(£177,572)	(2,539)	(1,066)	(813)	(660)	
TOTAL LOAN STOCKS AND RELATED FUNDS		324,387	136,243	103,803	84,341	

ANNEX "A"—(Contd.)

V—MISCELLANEOUS

	Total		Kenya Sh. '000 42%	Tanzania Sh. '000 32%	Uganda Sh. '000 26%
	Currency	Sh. '000			
<i>Creditors of E.A. Railways:</i>					
Unallocated loan interest	Sh. 5,400,000	5,400	2,268	1,728	1,404
<i>owed to E.A. Governments by E.A.P. and T.:</i>					
1949 initial conversion (1979) 3%	Sh. 3,190,023	3,190	1,340	1,021	829
Depreciation loans	Sh. 9,659,480	9,660	4,057	3,091	2,512
<i>Overseas assets and liabilities of E.A. Airways:</i>					
Overseas assets	(Sh. 150,200,000)*	(150,200)	(63,084)	(48,064)	(39,052)
Overseas short-term liabilities	Sh. 46,400,000*	46,400	19,488	14,848	12,064
VC 10 Loan-BAC	£4,313,000	62,107	26,085	19,874	16,148
B 707 Loan—National Bank of Kenya	Sh. 41,682,000	41,682	17,506	13,339	10,837
<i>Various Currencies:</i>					
<i>E.A. Cargo Handling:</i>					
E.A. Harbours debenture	Sh. 4,600,000	4,600	1,932	1,472	1,196
E.A. Harbours loan	Sh. 22,500,000	22,500	9,450	7,200	5,850
<i>GFS:</i>					
Pension fund loans	Sh. 12,112,636	12,113	5,088	3,876	3,149
Building in Montreal	(Sh. 900,000)	(900)	(378)	(288)	(234)
TOTAL MISCELLANEOUS		(47,237)	(19,839)	(15,116)	(12,282)
SUMMARY:					
Loans from Governments and International Agencies	2,246,308	2,246,308	943,449	718,819	584,040
Commercial loans	278,787	278,787	117,090	89,212	72,485
Loan stocks and related Sinking funds	324,387	324,387	136,243	103,803	84,341
Overdrafts and cash balances	61,555	61,555	25,853	19,698	16,004
Miscellaneous	(47,237)	(47,237)	(19,839)	(15,116)	(12,282)
	2,863,800	2,863,800	1,202,796	916,416	744,588

Note.—The rates of exchanges used in this table are as in the Mediator's Consolidated Report. The principal rates involved at 30th June, 1977 are: £1 = Sh. 14,300.01, US\$ = Sh. 8,315.42, DM1 = Sh. 3,550.59 and Canadian £1 = Sh. 7,847.23.

1987 East African Community Mediation Agreement

No. 7

SECOND SCHEDULE

(s. 11)

CONSEQUENTIAL AMENDMENTS

<i>Written Law</i>	<i>Provision</i>	<i>Amendment</i>
The Interpretation and General Provisions Act (Cap. 2)	s. 3(1)	<i>Delete</i> the definitions of "Act of the Community", "Community", "East African Authority", "High Commission" and "the Organization";
		<i>Delete</i> the expression "an Act of the Community" appearing in paragraph (a) of the definition of "applied law";
		<i>Delete</i> the expression "the Community or" appearing in the definition of "public body".
	Part III— heading A	<i>Delete</i> the entire heading and substitute the following: A— <i>Acts of Parliament and Applied Law</i>
The Advocates Act (Cap. 16)	s. 40	<i>Delete</i>
	s. 9	<i>Delete</i> paragraph (b)
	s. 10(1)	<i>Delete</i> the expression "the Counsel to the Community";
	s. 15(6)	<i>Delete</i> the words "or the Counsel to the Community";
The Defamation Act (Cap. 36)	s. 18A	<i>Delete</i> the words "and the Counsel to the Community".
	s. 2	<i>Delete</i> the expression "the East African Posts and Telecommunications Act of the organization" and insert "the Kenya Posts and Telecommunications Corporation Act";
The Official Secrets Act (Cap. 187)	s. 2	<i>Delete</i> the expression "the East African Posts and Telecommunications Act of the Community" and insert "the Kenya Posts and Telecommunications Corporations Act";
The Kenya Broadcasting Corporation (Nationalization) Act (Cap. 224)	s. 2	<i>Delete</i> the expression "the East African Posts and Telecommunications Act of the High Commission" and insert "the Kenya Posts and Telecommunications Corporations Act".