PRESIDENTIAL TREATY SUBMISSION NO. ___/20__

ERITREA–ETHIOPIA PORT ACCESS AGREEMENT

To: The Honourable Chairperson of the National Assembly of Eritrea
From: The President of the State of Eritrea
Date: ____________________
Subject: Submission of the signed Eritrea–Ethiopia Port Access Agreement for consideration and ratification by law

Honourable Chairperson,

Under Article 42(6) of the Constitution of Eritrea, the President negotiates and signs international agreements. Under Article 32(4) of the Constitution of Eritrea, the National Assembly of Eritrea ratifies international agreements by law. I accordingly transmit through you the enclosed Eritrea–Ethiopia Port Access Agreement between the State of Eritrea and the Federal Democratic Republic of Ethiopia, signed at __________________ on __________________.

The submission contains a proposed Ratification Act, a ratification memorandum and the exact signed English treaty text, including its signature page, schedules, maps and annexes. The signed treaty is attached without alteration. I request that the submission be placed before the National Assembly and referred to the competent committee or committees for public and legislative scrutiny.

The National Assembly may approve the treaty, reject it or return it with observations. A desired change to the treaty text must be returned to the Presidency for renewed negotiation; it cannot be made unilaterally in the Ratification Act. No instrument of ratification will be exchanged, deposited or otherwise communicated as Eritrea’s final consent until the Ratification Act has been enacted.

The responsible Ministers and public authorities are available to provide the National Assembly with legal, fiscal, technical, environmental, security and implementation evidence.

Respectfully submitted,

____
PRESIDENT OF THE STATE OF ERITREA
Date: __________________________

RATIFICATION MEMORANDUM

ERITREA–ETHIOPIA PORT ACCESS AGREEMENT

1. Nature of the submission and constitutional procedure

This submission presents one complete constitutional treaty-making transaction. It contains the Presidency's cover letter, this ratification memorandum, the proposed Ratification Act and the exact English text of the Agreement signed by the Parties. These documents remain legally distinct: the President negotiates and signs; the National Assembly scrutinizes and decides whether to ratify by law; and only after enactment may the President execute and exchange an instrument of ratification.

The President negotiated and signed the Agreement under Article 42(6) of the Constitution of Eritrea. The National Assembly alone may ratify it by law under Article 32(4) of the Constitution of Eritrea. The Treaty-Making Act requires transmission of the signed text, this memorandum and a proposed Ratification Act. Signature authenticates the negotiated text and presents it for consideration, but does not complete domestic enactment, authorize exchange of instruments of ratification or give the Executive legislative power.

The National Assembly may approve the Agreement, reject it or return it with observations. It may not unilaterally rewrite the treaty. If the National Assembly seeks a textual change, the Presidency must reopen negotiation and submit the newly agreed text. If the National Assembly approves the Agreement, it does so through the proposed Ratification Act, to which the full treaty is attached.

2. Authentic English text

The Agreement establishes English as its sole authentic language. The Presidency certifies that the attached English text, including the signature page, schedules, maps and annexes, is identical to the text signed by the Parties. No official may revise the attachment after signature. A translation prepared for public information does not become an authentic treaty text and may not prevail over the signed English text.

3. Purpose and national interest

The Agreement converts a recurring source of strategic tension into a regulated relationship based on consent, sovereignty and reciprocal economic benefit. It gives Ethiopia non-exclusive contractual access to port and transit services while preserving Eritrea's title, jurisdiction and security authority over Assab, Massawa, its territory, coastline and maritime zones. It creates no condominium, extraterritorial enclave, Ethiopian territorial sea, international servitude or permanent foreign military presence.

Assab is designated as the primary port and Massawa as an additional and contingency port under defined conditions. The framework may support port rehabilitation, transport and energy infrastructure, lawful revenue, employment, training, regional supply chains and peaceful cooperation. Customs duties are excluded for goods that remain in transit, but Eritrea may collect lawful, published and reasonable charges for services actually rendered.

4. Principal obligations, benefits and risks

Eritrea undertakes to facilitate lawful transit, maintain non-discriminatory access, coordinate customs procedures, publish charges, protect essential traffic and submit unresolved disputes to binding inter-State arbitration. Ethiopia undertakes to provide accurate information, ensure compliance by its carriers and traders, meet payment and security obligations, and respect

Eritrean law and sovereignty. Both Parties undertake cooperation on infrastructure, safety, environment, labour, information, emergencies and integrity.

The principal risks are under-priced access, opaque concessions, public debt, environmental damage, community displacement, corruption, security overreach, dependence on incomplete schedules and excessive authority in joint institutions. The treaty addresses those risks through published tariffs, procurement, audit, community participation, environmental assessment, civilian security control, dispute settlement and express limits on the Joint Commission. Legislative oversight and implementing laws remain indispensable.

5. Fiscal, debt, property and institutional effects

The Agreement does not itself appropriate public money, authorize borrowing or guarantees, create a tax or levy, or transfer land, port ownership or sovereign control. Every such measure requires the authority, appraisal, appropriation, procurement, disclosure and audit required by Eritrean law. The Joint Commission may administer and recommend technical measures but may not exercise legislative power or displace the National Assembly, the Auditor General, the National Bank of Eritrea, customs, maritime, land, environmental, labour or judicial authorities.

6. Rights, labour, environment, communities and security

Implementation must respect constitutional rights and Eritrea’s applicable international obligations. Major projects require prior environmental and social assessment, public information, meaningful participation by affected village, pastoral and other communities, lawful land processes, mitigation, grievance procedures and effective remedies. Operators may not use compulsory national-service labour for ordinary commercial work and must provide lawful wages, safe conditions and equal minimum protection. Security measures remain under civilian authority and must satisfy legality, necessity, proportionality and due process.

7. Laws affected and implementation required

Implementation will engage the Maritime Code, Customs Act, Public Finance Management Act, Public Procurement Act, Land Act, Environmental Protection Act, Labour Code, National Bank of Eritrea Act, Commercial Code, competition and business-licensing legislation, defence and police legislation, data-protection law and other applicable enactments. The Ratification Act supplies approval and domestic legal status but does not replace permits, appropriations, procurement, project approvals, licences or implementing legislation required under those laws.

The legal review has preserved the negotiated structure while clarifying that neither the Agreement nor its Joint Commission is a general delegation of legislative authority. Taxes, levies, public borrowing, guarantees, appropriations, compulsory acquisition, land interests, security powers, offences, restrictions of rights and changes to institutional jurisdiction remain subject to the Constitution of Eritrea and the Assembly Acts governing them.

8. Reservations and declarations

No reservation or unilateral interpretive declaration is proposed. Any later proposal must state the reservation or declaration in exact terms, confirm that the Agreement permits it and receive approval through the constitutional procedure governing the treaty.

9. Consultation and legal review

Before signature, the Presidency obtained written legal review and consulted the responsible authorities for foreign affairs, justice, finance, the National Bank, customs, maritime administration, ports, transport, land, environment, labour, defence, police, audit and procurement, as well as affected zoba, county, village, pastoral and commercial communities. The record transmitted to the competent committee identifies the consultations undertaken, material objections and the response to each objection.

10. Entry into force, amendment, suspension, termination and disputes

The Agreement enters into force thirty days after exchange of instruments confirming completion of constitutional requirements. Eritrea’s provisional application is confined to existing executive authority and appropriated resources and expires after ninety days unless the National Assembly ratifies the Agreement or authorizes an extension. Substantive amendments require renewed constitutional approval. The Agreement establishes consultation, mediation and binding inter-State arbitration, regulates temporary protective measures, and provides for orderly termination and transition.

11. Exchange, custody and registration

After enactment, the President may execute an instrument of ratification that conforms exactly to the Ratification Act. The Parties exchange their instruments. They may jointly transmit a certified copy to the Secretary-General of the African Union for custody if accepted and shall register the Agreement with the Secretariat of the United Nations under Article 102 of the Charter of the United Nations.

12. Recommendation

Subject to committee scrutiny and any implementing legislation identified by the National Assembly, the Presidency recommends approval and ratification by law. The Agreement protects Eritrea’s sovereignty while offering a rules-based framework for trade, revenue, infrastructure and regional peace.

PROPOSED ACT FOR CONSIDERATION BY THE NATIONAL ASSEMBLY

ACT NO. ___/20__

ERITREA–ETHIOPIA PORT ACCESS AGREEMENT RATIFICATION ACT

(ASSEMBLY ACT)

AN ACT TO APPROVE AND RATIFY THE ERITREA–ETHIOPIA PORT ACCESS AGREEMENT BETWEEN THE STATE OF ERITREA AND THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA, TO PROVIDE FOR ITS DOMESTIC LEGAL EFFECT, AND TO AUTHORIZE THE EXCHANGE OF INSTRUMENTS OF RATIFICATION.

PREAMBLE

WHEREAS under Article 32(1) of the Constitution of Eritrea, the National Assembly is the supreme legislative body, and no person or organization may make a decision having the force of law except as authorized by the Constitution or an Assembly Act;
WHEREAS under Article 42(6) of the Constitution of Eritrea, the President negotiates and signs international agreements, and under Article 32(4) of the Constitution of Eritrea, the National Assembly ratifies international agreements by law;
WHEREAS the President has submitted the signed Agreement, the ratification memorandum and this proposed Act for consideration under the Treaty-Making Act;
WHEREAS the National Assembly has considered the complete signed text and the constitutional, fiscal, territorial, institutional, environmental, security and human-rights implications of the Agreement;
NOW, THEREFORE, the National Assembly of Eritrea, in exercise of its constitutional legislative authority, enacts as follows:

Article 1 — Short title
This Act may be cited as the Eritrea–Ethiopia Port Access Agreement Ratification Act, 20__.

Article 2 — Approval and ratification
1. The Eritrea–Ethiopia Port Access Agreement between the State of Eritrea and the Federal Democratic Republic of Ethiopia, signed at ____________________ on ____________________, is approved and ratified.
2. The exact authenticated text approved by the National Assembly is attached as the Schedule to this Act and forms part of this Act.

Article 3 — Reservations and declarations
Eritrea ratifies the Agreement without reservation or unilateral interpretive declaration. Any reservation or declaration proposed before enactment must be stated in this Article in its exact approved terms.

Article 4 — Domestic legal effect and implementation
1. The Agreement has domestic legal effect from the date on which it enters into force for Eritrea, subject to the Constitution of Eritrea and this Act.
2. No provision of the Agreement authorizes an executive authority, the Joint Commission or another body to exercise legislative power, impose a tax or levy, appropriate public money,

borrow or guarantee debt, transfer land, a port or sovereign authority, create an offence, restrict a protected right or alter institutional jurisdiction except as authorized by the Constitution or an Assembly Act.

3. Every implementing measure remains subject to the applicable law on public finance, procurement, land, environment, labour, customs, maritime affairs, banking, competition, licensing, data protection, security, audit and judicial review.

Article 5 — Instrument of ratification and exchange

1. After this Act is enacted, the President may execute an instrument of ratification that conforms to this Act and identifies the Agreement by its title, date and Parties.
2. The instrument may be exchanged or deposited only after the responsible legal authority verifies that it conforms to this Act. The President shall cause the Agreement to be registered under Article 102 of the Charter of the United Nations and recorded in the national treaty register.

Article 6 — Commencement

This Act enters into force on the date of its publication in the Gazette of Eritrean Laws.

Made at Asmara this ______ day of ___________________, 20__.

THE NATIONAL ASSEMBLY OF ERITREA

SCHEDULE TO THE RATIFICATION ACT

ERITREA–ETHIOPIA PORT ACCESS AGREEMENT

BETWEEN THE STATE OF ERITREA AND THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA

ASSAB PRIMARY PORT • MASSAWA CONTINGENCY PORT

PREAMBLE

The State of Eritrea and the Federal Democratic Republic of Ethiopia (together, "the Parties");

Guided by sovereign equality, territorial integrity, political independence, non-intervention, peaceful settlement of disputes, good faith and good-neighbourliness;

Recognizing Ethiopia's status as a landlocked State and its legitimate need for stable, efficient and commercially viable access to and from the sea;

Recognizing Eritrea's full and continuing sovereignty over its territory, coastline, ports, internal waters, territorial sea, airspace, seabed and natural resources;

Taking Part X of the 1982 United Nations Convention on the Law of the Sea as an evolving normative framework toward which the Parties intend to direct their cooperation, without prejudice to their respective treaty status or positions concerning customary international law;

Mindful of the historical, social and economic links between their peoples and of the benefits that integrated transport, energy and logistics systems may provide to both States;

Determined that access to the sea shall be secured by consent, law and cooperation, never by threat or force;

Seeking a durable arrangement capable of continuing through political disagreement while protecting the legitimate security, regulatory and economic interests of each Party; and

Resolved to make Assab the primary port for traffic under this Agreement and Massawa an additional and contingency port in the circumstances specified herein;

Have agreed as follows:

PART I — FOUNDATIONS

Article 1 — Object and Purpose

1.1 The object of this Agreement is to provide Ethiopia with reliable, efficient and non-discriminatory access to and from the sea through Eritrean territory and ports, principally through the Port of Assab and, where required, through the Port of Massawa.

1.2 The Agreement shall promote lawful trade, regional integration, infrastructure development, employment, public revenue and peaceful relations while preserving Eritrean sovereignty and the legitimate interests of both Parties.

1.3 The Parties shall implement the Agreement so that access is commercially meaningful, operationally predictable, environmentally responsible and resilient to political disruption.

Article 2 — Definitions

2.1 "Assab Port Area" means the berths, yards, warehouses, tank farms and related facilities designated in Schedule 1, all of which remain within Eritrean territory and jurisdiction.

2.2 "Competent Authority" means a ministry, customs administration, port authority, police, regulator or other public body designated by a Party.

2.3 "Corridor" means the designated road, rail, pipeline or multimodal route between an agreed Ethiopian border point and an Eritrean port under Schedule 2.

2.4 "Ethiopian Transit Traffic" means persons, baggage, goods, cargo, vehicles and means of transport moving to or from Ethiopia through Eritrea under this Agreement, excluding purely domestic Eritrean traffic.

2.5 "Essential Goods" means food, water, medicines, medical equipment, humanitarian relief, fuel required for essential civilian services, and other goods designated by the Joint Commission.

2.6 "Massawa Activation Event" means an event listed in Article 8 or Schedule 5 that materially prevents or constrains reasonable use of Assab.

2.7 "Port Services" includes pilotage, towage, berthing, stevedoring, handling, storage, bunkering, waste reception, utilities, documentation and related services.

2.8 "Restricted Cargo" means arms, ammunition, military materiel, hazardous substances, controlled goods or other cargo subject to special authorization under applicable law.

2.9 "Transit" means passage across Eritrean territory, with or without trans-shipment, warehousing, breaking bulk or change in the mode of transport, where such operations facilitate the movement of traffic to or from Ethiopia.

Article 3 — Governing Principles

3.1 The Parties shall perform this Agreement in good faith and in accordance with international law.

3.2 Implementation shall be guided, as appropriate, by the principles reflected in Part X of UNCLOS: access to and from the sea, freedom of transit, facilitation of traffic, freedom from customs duties on transit traffic, charges limited to services rendered, non-discrimination and respect for the sovereignty and legitimate interests of the transit State.

3.3 Neither Party shall discriminate against traffic, persons, carriers or operators of the other Party on grounds unrelated to legitimate regulatory, safety, environmental, customs or security objectives.

3.4 Measures affecting access or transit shall be lawful, necessary, reasonable, proportionate, transparent and administered without avoidable delay.

3.5 The Parties shall cooperate in a manner that provides reciprocal and equitable economic benefit, including opportunities for Eritrean employment, services, investment and revenue.

Article 4 — Sovereignty and No Transfer of Title

4.1 Nothing in this Agreement transfers, leases by implication, diminishes or encumbers Eritrean sovereignty or title over territory, ports or maritime zones.

4.2 No facility, corridor, office, terminal, free zone or operational presence established under this Agreement constitutes Ethiopian territory, an international servitude, a condominium, extraterritorial jurisdiction, a maritime corridor or a basis for territorial or maritime claims.

4.3 Ethiopian officials and entities in Eritrea shall exercise only the functions expressly conferred by this Agreement and Eritrean law, subject to any privileges specified in a separate protocol.

4.4 Nothing in this Agreement creates a right to establish a naval base, station armed forces, deploy weapons or conduct military operations. Any defence cooperation requires a separate written treaty approved in accordance with the constitutional law of both Parties.

Article 5 — Peaceful Conduct and Non-Use of Force

5.1 The Parties shall refrain from the threat or use of force against the territorial integrity or political independence of the other Party and shall not use port access, its denial, or any dispute under this Agreement as a pretext for force.

5.2 Each Party shall prevent its territory and facilities under this Agreement from being used to organize, finance, arm or support hostile acts against the other Party.

5.3 The Parties shall resolve all questions concerning this Agreement exclusively by the procedures in Part XI and other peaceful means consistent with the Charter of the United Nations.

PART II — PORT ACCESS

Article 6 — Designation of Assab as Primary Port

6.1 Eritrea grants Ethiopia and authorized users a stable, non-exclusive right to use the Assab Port Area for Ethiopian Transit Traffic throughout the term of this Agreement.

6.2 Assab shall be the primary port under this Agreement. Eritrea shall make available the capacity, service windows and facilities specified in Schedule 1, subject to port safety, capacity and maintenance requirements applied in good faith.

6.3 Ethiopian Transit Traffic shall receive treatment no less favourable than comparable international transit traffic using the same facilities, taking account of long-term volume commitments and objectively different service requirements.

6.4 Eritrea may serve its domestic traffic and other users, provided that allocation practices do not unreasonably deprive Ethiopia of committed capacity.

Article 7 — Facilities and Operational Rights at Assab

7.1 Authorized users may access designated berths, container and general-cargo yards, warehouses, cold storage, dry bulk facilities, fuel facilities, offices, parking and inspection areas as specified in Schedule 1.

7.2 Ethiopia may establish an Ethiopian Transit Facilitation Office within the Assab Port Area. The Office may coordinate documentation, cargo release and carriers but shall exercise no police, customs or sovereign authority in Eritrea.

7.3 Eritrea shall permit duly licensed Ethiopian carriers, freight forwarders, shipping agents and logistics providers to operate or contract for services on transparent and non-discriminatory terms.

7.4 Port operations remain subject to Eritrean law, port regulations and internationally accepted safety standards, consistently with this Agreement.

7.5 The Port Authority shall publish operating rules, service standards and emergency contacts in accessible form and shall give reasonable advance notice of material changes.

Article 8 — Massawa as Additional and Contingency Port

8.1 Eritrea grants Ethiopia a non-exclusive right to use Massawa where: (a) Assab is unavailable because of casualty, natural disaster, force majeure, urgent maintenance or navigational closure; (b) Assab lacks capacity for a cargo category or seasonal surge; (c) the Parties agree that Massawa is commercially or operationally preferable; (d) humanitarian necessity requires diversification; or (e) the Joint Commission activates contingency access.

8.2 During a Massawa Activation Event, Eritrea shall provide reasonable substitute capacity under Schedule 5 as soon as operationally practicable. Ethiopia shall redirect traffic in an orderly manner and meet the additional documented cost of the alternative route unless the Joint Commission decides otherwise.

8.3 Ethiopia may request scheduled, non-contingency use of Massawa. Eritrea shall consider the request promptly and in good faith, taking account of capacity, Eritrean domestic needs, route readiness and security.

8.4 Use of Massawa does not reduce the status of Assab as primary port and does not create a minimum-capacity obligation at Massawa beyond Schedule 5.

Article 9 — Ships, Flag and Maritime Navigation

9.1 Ships of any flag lawfully carrying Ethiopian Transit Traffic may call at Assab and Massawa in accordance with Eritrean law and applicable international law.

9.2 Ethiopian-flagged merchant vessels shall receive treatment no less favourable than other foreign merchant vessels in like circumstances.

9.3 Nothing in this Agreement alters the legal regime of Eritrean internal waters or territorial sea. Entry, navigation, pilotage, anchorage and departure remain subject to Eritrean jurisdiction and applicable international law.

9.4 Warships, naval auxiliaries and State vessels used for non-commercial service are outside this Agreement unless Eritrea gives prior written authorization in each case or under a separate agreement.

Article 10 — Capacity, Performance and Service Continuity

10.1 The Port Authority and designated operators shall meet the key performance indicators in Schedule 3, including vessel waiting time, cargo dwell time, gate processing, equipment availability and incident reporting.

10.2 Capacity shall be reviewed annually against actual and forecast traffic. The Joint Commission may approve phased increases, seasonal windows and dedicated facilities.

10.3 Planned closures affecting committed capacity require at least sixty days' notice where reasonably possible and a continuity plan, including Massawa activation or temporary alternative facilities.

10.4 No Party guarantees uninterrupted operations against events beyond reasonable control, but each shall exercise due diligence to prevent disruption and restore service.

PART III — TRANSIT CORRIDORS AND FACILITATION

Article 11 — Freedom of Transit

11.1 Eritrea shall facilitate Ethiopian Transit Traffic by the designated corridors and means of transport, without unnecessary interruption or restriction.

11.2 Transit rights are non-exclusive and shall coexist with Eritrean domestic traffic, public safety and infrastructure needs.

11.3 Transit traffic shall not be diverted into Eritrean commerce except in accordance with Eritrean customs law. Goods may be stored, consolidated, processed only as necessary for transport, or transferred between modes within approved facilities.

11.4 Ethiopia shall ensure that its authorities, carriers and traders supply accurate advance information and comply with lawful corridor, customs, safety and security requirements.

Article 12 — Designated Corridors and Border Crossings

12.1 The initial primary corridor shall connect Assab with the agreed border crossing and Ethiopian inland network identified in Schedule 2. Routes to Massawa shall be designated in Schedule 5.

12.2 The Parties shall maintain coordinated operating hours at designated crossings, progressing toward continuous operation for freight where traffic justifies it.

12.3 A route may be temporarily changed for safety, maintenance, disaster or security reasons. The changing Party shall consult the other Party, identify the least restrictive practical alternative and restore the ordinary route promptly.

12.4 No corridor is extraterritorial. Eritrean law applies within Eritrea and Ethiopian law applies within Ethiopia.

Article 13 — Means of Transport and Carrier Access

13.1 Transit may occur by road, rail, pipeline, electricity transmission, inland water or other agreed means.

13.2 Each Party shall recognize vehicle, operator and carrier authorizations issued by the other Party to the extent provided in Schedule 4, subject to objective safety, insurance and professional standards.

13.3 Quantitative limits or permit systems shall not be used to frustrate commercially reasonable access. Any allocation shall be transparent and periodically reviewed.

13.4 Cabotage within Eritrea is not authorized unless Eritrea expressly permits it. Equivalent principles apply to domestic carriage within Ethiopia.

Article 14 — Movement of Persons

14.1 Drivers, crews, port users, technicians and officials required for transit shall receive expedited, secure and lawful entry and exit under a corridor pass or visa system in Schedule 4.

14.2 Passes do not confer residence, employment outside authorized functions, immunity or exemption from criminal law.

14.3 Refusal, cancellation or detention shall be based on law and individualized grounds, with prompt notice to the liaison office unless prohibited for compelling security reasons.

14.4 The Parties shall establish procedures for medical emergencies, deceased persons, stranded crews and repatriation.

PART IV — CUSTOMS, TAXATION AND TRADE PROCEDURES

Article 15 — Customs Transit Regime

15.1 Eritrean customs shall supervise transit within Eritrea. Ethiopian customs may exchange information and perform agreed documentary functions at joint facilities without exercising enforcement authority in Eritrea.

15.2 Transit goods shall be carried under a single electronic transit declaration, manifest, seal and guarantee recognized under Schedule 4.

15.3 Physical inspection shall be risk-based, coordinated and conducted without unnecessary delay. Joint inspection may be used where lawful.

15.4 Seals shall not be broken except by a competent authority, in an emergency, or as otherwise permitted. Any breaking shall be documented promptly.

15.5 The Parties shall work toward interoperable single-window systems, advance cargo information and mutual recognition of trusted traders.

Article 16 — Duties, Taxes and Charges

16.1 Ethiopian Transit Traffic shall not be subject to Eritrean import or export customs duties merely by reason of transit.

16.2 Transit traffic may be subject to charges for transportation, port services, administration, supervision, infrastructure use or other services actually rendered. Charges shall be published, reasonable, non-discriminatory, related to the cost and value of the service, and authorized by applicable law. No tax, customs duty or other compulsory public charge may be created by the Joint Commission or by an unpublished administrative decision.

16.3 Goods diverted, consumed or sold in Eritrea become subject to Eritrean duties and taxes. Equivalent treatment applies to goods diverted into Ethiopian commerce under Ethiopian law.

16.4 Fuel, stores and supplies consumed by vehicles, vessels or persons in Eritrea may be taxed under Eritrean law unless Schedule 6 provides a specific exemption.

Article 17 — Transit Guarantees and Irregularities

17.1 The Parties shall establish a guarantee mechanism covering duties and taxes potentially due if goods fail to complete transit. Guarantees may be comprehensive, revolving or consignment-specific.

17.2 A customs irregularity shall be investigated cooperatively. Liability shall attach to the responsible declarant, carrier, guarantor or person under applicable law and shall not automatically interrupt unrelated traffic.

17.3 Penalties shall be proportionate and subject to administrative or judicial review. Minor documentary errors shall be correctable where there is no fraud or material revenue risk.

Article 18 — Prohibited and Restricted Goods

18.1 Nothing requires a Party to permit goods prohibited by international law or by non-discriminatory laws necessary to protect life, health, security, the environment or public order.

18.2 Restricted Cargo requires advance declaration and written authorization by the competent Eritrean authority for movement in Eritrea and by the competent Ethiopian authority for entry into Ethiopia.

18.3 Arms, ammunition and military materiel are not ordinary transit traffic. Their movement requires case-specific written approval by Eritrea and shall not be presumed from any civil or commercial authorization.

18.4 Denial or restriction shall identify the legal and factual basis to the extent compatible with legitimate security needs and shall be reviewable under the urgent consultation procedure.

Article 19 — Sanctions and International Obligations

19.1 A Party need not facilitate traffic where doing so would breach a binding decision of the United Nations Security Council or another international obligation applicable to that Party.

19.2 The Party invoking this Article shall notify the other Party promptly, identify the relevant obligation and tailor measures to minimize unnecessary interference with lawful traffic.

19.3 Unilateral measures of a third State shall be addressed through consultation, risk allocation and lawful alternative arrangements and shall not automatically excuse performance.

PART V — COMMERCIAL AND FINANCIAL ARRANGEMENTS

Article 20 — Tariffs and Publication

20.1 Port, corridor and ancillary tariffs shall be established in Schedule 6 or in tariff books approved under the procedure therein. Public dues, taxes and compulsory charges require authorization under the applicable domestic law; the Joint Commission may decide only technical tariff matters lawfully delegated to it.

20.2 Tariffs shall distinguish public dues, regulated services and competitively supplied services. No unpublished mandatory charge may be collected.
20.3 Tariff revisions require cost justification, stakeholder consultation and at least ninety days’ notice, except for emergency adjustments of limited duration.
20.4 Long-term volume commitments, service-level guarantees and capital contributions may justify transparent discounts available on equivalent terms.

Article 21 — Payments and Currency
21.1 Charges may be invoiced and paid in the currencies and through the banking arrangements specified in Schedule 6, consistently with applicable financial law, including the National Bank of Eritrea Act. Currency conversion shall use a lawful, transparent and market-based mechanism, and no payment arrangement may compel confiscatory conversion or expropriation of private money.
21.2 The Parties shall facilitate lawful repatriation of revenue, payment to service providers and settlement of verified accounts.
21.3 Undisputed invoices shall be paid within the agreed period. Disputed amounts shall be placed in escrow where necessary to avoid interruption of essential service.

Article 22 — Commercial Operators and Competition
22.1 Port and logistics services may be supplied by public, private or joint-venture operators licensed under Eritrean law, including the Commercial Code, competition legislation and business-licensing legislation.
22.2 Licensing, terminal access and procurement shall be transparent, competitive and non-discriminatory, subject to legitimate national-security screening.
22.3 The Parties shall address abuse of dominant position, collusion, discriminatory access and conflicts of interest through their laws and cooperation between competent authorities.
22.4 Nothing guarantees any named enterprise an exclusive commercial right unless expressly stated in a ratified annex or concession contract.

Article 23 — Insurance and Financial Security
23.1 Vessels, vehicles, cargo and operators shall maintain insurance or equivalent financial security appropriate to their risks and recognized under Schedule 4.
23.2 The Parties shall facilitate claims handling, survey access and enforcement of final judgments or awards in accordance with applicable law.
23.3 The Joint Commission may recommend establishment of a corridor incident fund. A compulsory levy or other fiscal charge may finance the fund only if authorized by the applicable domestic law, and every fund shall be transparent and independently audited.

PART VI — INFRASTRUCTURE AND DEVELOPMENT

Article 24 — Joint Development Plan
24.1 Within twelve months of entry into force, the Parties shall adopt a rolling ten-year development plan covering ports, roads, rail, pipelines, energy, water, digital systems, border facilities and logistics zones.
24.2 The plan shall identify demand forecasts, project sequencing, ownership, financing, environmental safeguards, procurement and maintenance responsibilities. Every project remains subject to applicable budget, appropriation, public-finance, borrowing, guarantee, procurement and audit requirements.
24.3 Projects shall be selected for mutual benefit and shall include measures to develop Eritrean local employment, suppliers and communities and to improve Ethiopian trade efficiency.

Article 25 — Investment, Ownership and Concessions

25.1 Each infrastructure asset shall have a written instrument identifying title, financing, operational control, access rights, maintenance, handback and dispute settlement.

25.2 Ethiopian financing or construction within Eritrea does not create sovereignty, title or a proprietary interest. Any land interest must be separately granted under Eritrean law, including the Land Act, with protection of village and pastoral community interests, required consultation or consent, due process and just compensation. Land remains subject to Eritrean sovereignty in all cases.

25.3 Concessions and public-private partnerships shall comply with applicable public-finance and procurement law, use open and transparent procedures, disclose beneficial ownership and material contracts, and apply internationally accepted accounting and anti-corruption standards.

25.4 Expropriation of a protected investment shall be only for a lawful public purpose, on a non-discriminatory basis, under due process and against just and fair compensation determined under the Constitution and applicable law, subject to any additional protection lawfully established by treaty or contract.

Article 26 — Maintenance and Resilience

26.1 The responsible authority shall maintain infrastructure to agreed safety and service standards. Deferred maintenance shall not be used to defeat committed access.

26.2 The Parties shall coordinate disaster risk reduction, redundancy, cyber resilience, spare capacity and emergency repair.

26.3 Where one Party funds extraordinary maintenance properly attributable to the other, reimbursement or tariff treatment shall be agreed before work where practicable.

Article 27 — Local Economic Participation

27.1 Projects shall include fair opportunities for Eritrean workers and suppliers, training and technology transfer, consistent with merit, safety and commercial efficiency.

27.2 Ethiopian firms and personnel shall receive non-discriminatory access where specialized capacity is required.

27.3 The Parties shall avoid rigid local-content measures that render a project unviable and shall review targets periodically.

PART VII — SAFETY, SECURITY, ENVIRONMENT AND LABOUR

Article 28 — Civilian and Peaceful Character

28.1 Facilities and corridors under this Agreement are civilian and commercial in character, without prejudice to lawful humanitarian or emergency use.

28.2 No weapons storage, military command facility, intelligence installation or permanent deployment of armed personnel is permitted under this Agreement.

28.3 Ordinary armed protection by Eritrean police or security services remains permissible. Ethiopian armed security personnel may enter Eritrea only with prior written authorization and under agreed rules.

Article 29 — Security Cooperation

29.1 Eritrea has primary responsibility for security within its territory and ports. Ethiopia has primary responsibility within its territory. Security functions shall remain under lawful civilian authority and shall be exercised consistently with applicable defence, police and human-rights law.

29.2 The Parties shall establish a Joint Corridor Security Liaison Cell for threat information, incident coordination, trafficking prevention and protection of infrastructure.

29.3 Security measures shall respect human rights, commercial confidentiality, legality, necessity, proportionality and due process and shall be no more restrictive than reasonably necessary. Foreign armed personnel may operate in Eritrea only under a separately authorized agreement or a case-specific and strictly limited permission permitted by Eritrean law.

29.4 Neither Party shall conduct unilateral cross-border pursuit or enforcement.

Article 30 — Safety and Dangerous Goods

30.1 The Parties shall apply internationally accepted maritime, road, rail, pipeline, fire and occupational safety standards appropriate to each operation.

30.2 Dangerous goods shall be classified, packaged, marked, documented, segregated and handled under applicable international codes and Eritrean law while in Eritrea.

30.3 Operators shall maintain emergency plans, equipment, trained personnel and immediate incident-notification procedures.

Article 31 — Environmental Protection

31.1 The Parties shall prevent, reduce and control pollution and protect coastal, marine and corridor environments.

31.2 Before authorization, major projects require an environmental and social impact assessment, public disclosure, meaningful participation by affected village, pastoral and other communities, all approvals required by environmental and land law, and enforceable mitigation, monitoring, grievance and remedy arrangements.

31.3 The polluter shall bear reasonable prevention, response, remediation and compensation costs in accordance with applicable law.

31.4 The Parties shall cooperate on oil-spill response, hazardous-waste management, ballast water, ship waste, biodiversity and climate resilience.

Article 32 — Labour and Social Standards

32.1 Operators shall comply with applicable labour law and fundamental principles and rights at work, including non-discrimination, freedom from forced and child labour, safe conditions, fair and lawful remuneration and equal minimum protection for non-citizen workers. National service personnel shall not be used as compulsory labour for ordinary commercial operations.

32.2 No worker shall lose access to an effective complaint mechanism because the employer or worker is from the other Party.

32.3 The Parties shall coordinate recognition of qualifications, social security and occupational injury arrangements where necessary.

PART VIII — DATA, TRANSPARENCY AND INTEGRITY

Article 33 — Information Exchange and Digital Systems

33.1 The Parties shall exchange information necessary for customs, safety, security, planning, performance and revenue reconciliation through secure and interoperable systems.

33.2 Personal and operational data shall be processed on a lawful basis and shall be accurate, purpose-limited, minimized, securely accessed and logged, protected against unauthorized use, retained only as required by law or operational need, and subject to correction and review where applicable.

33.3 Commercially confidential and personal information shall not be disclosed except as authorized by law, consent or an overriding public interest with appropriate safeguards.

33.4 Cyber incidents affecting operations shall be reported immediately through designated channels.

Article 34 — Transparency and Audit

34.1 The Joint Commission shall publish non-sensitive decisions, tariffs, performance reports, audited financial summaries and material operating rules.

34.2 Public funds, concession revenues, corridor levies and joint projects shall be independently audited annually and remain subject to the lawful jurisdiction of the Auditor General and other competent oversight institutions.

34.3 Each Party may protect lawfully classified, personal or commercially confidential information, but shall provide a reasoned summary where full disclosure is withheld. Confidentiality shall not be used to conceal corruption, public debt, transfers of land or port interests, environmental harm or violations of rights.

Article 35 — Anti-Corruption

35.1 The Parties shall prevent, investigate and punish bribery, embezzlement, fraud, extortion, illicit enrichment, procurement manipulation and conflicts of interest related to this Agreement.

35.2 Contracts shall include audit, beneficial-ownership disclosure, conflict-of-interest, debarment and termination provisions and shall be published to the extent required by procurement and public-finance law. Whistle-blowers and witnesses shall receive protection under applicable law.

35.3 A proven corruption offence shall be addressed against responsible persons and transactions and shall not automatically justify disproportionate interruption of unrelated transit.

PART IX — EMERGENCIES, SUSPENSION AND CONTINUITY

Article 36 — Humanitarian and Essential Traffic

36.1 The Parties shall give priority to Essential Goods and bona fide humanitarian relief, consistent with applicable international law and necessary inspection.

36.2 Political disagreement, payment disputes or ordinary commercial defaults shall not be used to block humanitarian relief.

36.3 The Joint Commission shall maintain expedited procedures, pre-cleared operators and emergency contact arrangements.

Article 37 — Force Majeure

37.1 A Party is not responsible for failure caused by an unforeseeable event beyond its reasonable control that makes performance materially impossible, provided it did not cause the event and exercises due diligence.

37.2 The affected Party shall notify the other promptly, describe affected obligations, mitigate consequences and provide periodic updates.

37.3 The Parties shall use alternative routes, substitute facilities, temporary procedures and Massawa activation to preserve the greatest practicable level of access.

37.4 Financial hardship, political disagreement or a change of government does not alone constitute force majeure.

Article 38 — Protective Measures and Temporary Suspension

38.1 Eritrea may temporarily restrict particular traffic where strictly necessary to address a specific and serious threat to national security, public order, safety, health or the environment. Ethiopia may take corresponding measures within its territory.

38.2 A measure shall be targeted, proportionate, non-discriminatory, time-limited and subject to prompt review. General closure shall be a measure of last resort.
38.3 Except in an immediate emergency, the acting Party shall give at least seventy-two hours' notice and consult on alternatives. In an immediate emergency, notice and reasons shall follow as soon as practicable.
38.4 Essential Goods shall be preserved to the maximum extent consistent with the specific threat. A suspension shall not authorize confiscation of cargo or denial of due process.
38.5 Any measure lasting more than fourteen days shall be reviewed by the Joint Commission; any measure lasting more than thirty days may be referred to expedited arbitration under Article 49.

Article 39 — Armed Conflict and International Humanitarian Law

39.1 The Parties reaffirm that armed conflict is not a lawful means of obtaining, denying or changing rights under this Agreement.
39.2 If armed conflict nevertheless occurs, questions of commerce, blockade, enemy property, humanitarian relief and protected persons shall be governed by applicable international humanitarian law and other applicable international law.
39.3 The Parties shall, so far as security permits, protect civilian infrastructure and arrange safe disposition, return or lawful custody of stranded private and humanitarian cargo.
39.4 This Article does not purport to require a belligerent to maintain ordinary commerce with an opposing belligerent where applicable international law permits its suspension.

Article 40 — Continuity Despite Political or Diplomatic Rupture

40.1 Severance or absence of diplomatic or consular relations does not by itself suspend or terminate this Agreement.
40.2 Each Party shall maintain technical liaison through the Joint Commission, a protecting power, the African Union, IGAD, the United Nations or another agreed intermediary.
40.3 Changes of government, political declarations, reciprocal accusations, border closures unrelated to a demonstrated threat, or suspension of other trade do not automatically terminate this Agreement.
40.4 The Parties shall preserve escrow, electronic documentation, emergency communications and essential operational staffing sufficient to administer continuing obligations.

PART X — INSTITUTIONS AND IMPLEMENTATION

Article 41 — Joint Port and Transit Commission

41.1 A Joint Port and Transit Commission is established, composed of an equal number of senior representatives appointed by each Party.
41.2 The Commission shall supervise implementation; approve technical standards within powers expressly delegated by law; review tariffs and performance; coordinate security and emergencies; recommend development plans; and seek early resolution of disputes. It may not legislate, impose a tax or levy, borrow or guarantee debt, appropriate public money, transfer land, a port or sovereign authority, create an offence, amend this Agreement or displace a competent domestic authority.
41.3 The Commission shall meet quarterly and within forty-eight hours for an urgent matter. Ordinary decisions require consensus unless a Schedule provides an objective automatic mechanism.
41.4 The Commission may create committees on customs, ports, infrastructure, finance, safety, environment, security and community relations and may invite independent experts.

Article 42 — Secretariat and Liaison Offices

42.1 A small permanent Secretariat shall support the Commission, with equal leadership and staff representation and offices at Assab, Addis Ababa and Asmara, and a contingency presence at Massawa.

42.2 The Secretariat shall maintain records, performance dashboards, notices, dispute files and a secure communications platform.

42.3 Privileges, immunities, legal personality, employment and budget shall be specified in a host-country protocol and shall not exceed what is functionally necessary. In Eritrea, any such status, expenditure or privilege requires the domestic legal authority and appropriation applicable to it.

Article 43 — Domestic Implementation

43.1 Each Party shall designate competent authorities and adopt measures necessary to give effect to this Agreement. In Eritrea, domestic legal effect arises through the Ratification Act and any implementing legislation required by the Constitution and the Treaty-Making Act; this Agreement does not confer an undefined legislative power on the Executive.

43.2 Neither Party may invoke its internal law as justification for failure to perform the Agreement, without prejudice to applicable rules concerning competence to conclude treaties.

43.3 Where domestic authorization is required for an operator or project, the competent authority shall process the application fairly, transparently and without avoidable delay.

Article 44 — Consultation with Operators and Communities

44.1 The Commission shall maintain structured consultation with port users, carriers, workers, investors and affected communities.

44.2 Consultation does not displace the decision-making authority of either State and shall respect confidential and security-sensitive information.

44.3 A public grievance mechanism shall receive and track complaints concerning service, corruption, environment, labour and community impacts.

Article 45 — Monitoring and Five-Year Review

45.1 The Commission shall publish annual implementation reports using the indicators in Schedule 3.

45.2 Every five years the Parties shall jointly review commercial viability, capacity, tariff fairness, security, environmental performance and distribution of benefits.

45.3 A review does not suspend obligations. Recommended amendments take effect only under Article 53.

PART XI — RESPONSIBILITY AND DISPUTE SETTLEMENT

Article 46 — Responsibility and Reparation

46.1 Each Party is responsible under international law for conduct attributable to it that breaches this Agreement.

46.2 The responsible Party shall cease the breach, offer appropriate assurances of non-repetition where required, and make full reparation in an appropriate form.

46.3 Commercial operators remain responsible under applicable contract and domestic law. A private breach is not attributable to a Party solely because the operator is licensed or State-owned.

Article 47 — Consultation and Technical Resolution

47.1 A Party raising a dispute shall give written notice identifying the facts, provisions and requested relief.

47.2 Operational disputes shall first be considered by the relevant technical committee for up to fifteen days, or forty-eight hours if urgent.

47.3 Unresolved disputes shall be referred to the Commission for consultation for up to thirty days, unless the Parties agree otherwise.

47.4 The Parties may at any time use good offices, conciliation or mediation by the African Union, IGAD, the United Nations or another agreed person.

Article 48 — Inter-State Arbitration

48.1 A dispute not resolved within sixty days after notice may be submitted by either Party to binding arbitration under this Article.

48.2 The tribunal shall have three members. Each Party shall appoint one within thirty days; the two appointees shall select a chair who is a national of neither Party. Failing appointment, the Secretary-General of the Permanent Court of Arbitration shall appoint the missing arbitrator.

48.3 Unless the tribunal decides otherwise after hearing the Parties, the Permanent Court of Arbitration shall administer proceedings under its rules for disputes between States. The seat shall be The Hague; hearings may occur in Africa or remotely.

48.4 The tribunal shall apply this Agreement and applicable rules of international law. It may order provisional measures, declarations, cessation, restitution, compensation and costs.

48.5 Proceedings, written submissions and awards shall be public where the dispute concerns public finance, land, ports, the environment or rights, subject only to narrowly tailored protection of personal, security-sensitive and genuinely confidential information. The award is final and binding. The Parties shall comply without delay and may request interpretation or correction under the applicable rules.

Article 49 — Expedited Proceedings and Provisional Measures

49.1 A dispute concerning closure, essential goods, detention of vessels or cargo, prolonged suspension, imminent environmental harm or risk of irreparable prejudice may be referred to an emergency arbitrator or expedited tribunal under Schedule 7.

49.2 Pending constitution of a tribunal, the Commission may adopt without-prejudice interim arrangements. Either Party may request the appointing authority to designate an emergency arbitrator within five days.

49.3 Provisional measures shall preserve rights, avoid aggravation and maintain the maximum safe level of lawful transit. They shall not prejudge the merits.

Article 50 — Non-Forcible Countermeasures and Essential Services

50.1 Any countermeasure taken in response to a breach shall comply with international law, be proportionate and be directed toward inducing compliance.

50.2 No countermeasure may involve force, violate fundamental human rights, obstruct binding dispute settlement, or deliberately block humanitarian relief.

50.3 Before a countermeasure affecting transit is taken, the injured Party shall call for compliance and offer urgent consultation, unless immediate action is permitted by international law.

50.4 Operational and payment disputes should, where practicable, be secured through escrow, guarantees, suspension of the particular service or damages rather than general closure.

PART XII — FINAL PROVISIONS

Article 51 — Relationship with Other Agreements

51.1 This Agreement is without prejudice to the 2000 Algiers Agreement, the final and binding boundary decisions, and other instruments governing peace, sovereignty and the international boundary.

51.2 The Parties shall identify within six months which earlier port, transit, customs and transport instruments remain in force, are superseded, or require amendment. Until then, this Agreement prevails between the Parties to the extent of inconsistency concerning its subject matter, subject to peremptory norms and obligations under the Charter of the United Nations.

51.3 Nothing affects rights or obligations of a third State without its consent.

Article 52 — Duration and Renewal

52.1 This Agreement remains in force for thirty years and renews automatically for successive ten-year periods unless a Party gives notice of non-renewal at least five years before the end of the current period.

52.2 Long-term concessions may not exceed the treaty term unless they provide for an orderly adjustment upon non-renewal.

52.3 The Parties shall begin renewal consultations no later than six years before expiry.

Article 53 — Amendment and Schedules

53.1 This Agreement may be amended by written agreement subject to the constitutional procedures of both Parties.

53.2 Schedules form an integral part of the Agreement. The Commission may update technical matters expressly delegated to it, but may not alter sovereignty, land or port interests, core access rights, dispute settlement, duration, taxation, public debt, appropriations, rights or any obligation requiring legislative approval.

53.3 Amendments shall state whether they apply provisionally pending entry into force.

Article 54 — Termination and Orderly Transition

54.1 After the initial thirty-year period, a Party may terminate during a renewal period by giving five years’ written notice.

54.2 Material breach does not automatically terminate the Agreement. A Party seeking termination shall first use consultation and arbitration unless an exceptional rule of international law permits otherwise.

54.3 Termination does not affect accrued rights, final awards, outstanding payment, environmental remediation, lawful custody or return of cargo, or agreed investment compensation.

54.4 The Parties shall adopt a transition plan protecting Essential Goods, stranded cargo, personnel, existing voyages and the orderly wind-down or transfer of facilities.

Article 55 — Entry into Force and Provisional Application

55.1 This Agreement enters into force thirty days after exchange of instruments confirming completion of constitutional requirements.

55.2 Upon signature, the Parties may provisionally apply specified operational provisions only to the extent permitted by their domestic law and within existing executive authority and appropriated resources. Provisional application may not impose a tax, create an offence, transfer territory, a port, land or sovereign control, incur substantial borrowing or unappropriated expenditure, restrict a protected right or alter the jurisdiction of a public institution.

55.3 For Eritrea, provisional application expires ninety days after signature unless the National Assembly ratifies the Agreement or authorizes an extension by law. Either Party may end provisional application earlier by written notice, without prejudice to lawful obligations already incurred.

Article 56 — Exchange, Registration and Authentic Text

56.1 Instruments of ratification shall be exchanged between the Parties after completion of their constitutional procedures. The Parties may jointly transmit a certified copy to the Secretary-General of the African Union for custody and circulation of notifications if the Secretary-General accepts that function.

56.2 The Parties shall register this Agreement with the Secretariat of the United Nations under Article 102 of the Charter.

56.3 This Agreement is drawn up in English, which is its sole authentic language. Either Party may prepare and publish a translation for domestic information, but a translation does not constitute an authentic text and shall not prevail over the English text.

SIGNATURE

DONE at __________________ on __________________, in two originals in the English language, each original being equally authentic.

FOR THE STATE OF ERITREA	**FOR THE FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA**
______________________________ Name: Title:	______________________________ Name: Title:
Date: ________________________	Date: ________________________

SCHEDULES

Schedule 1 — Assab Port Area and Committed Capacity

Maps and coordinates; designated berths and yards; fuel and bulk facilities; office and inspection areas; annual and peak capacity; berth windows; phased rehabilitation; access-control plan.

Schedule 2 — Assab Corridor

Border crossing; road, rail, pipeline and power routes; axle-load and vehicle standards; operating hours; rest and inspection areas; maintenance allocation; alternative routes.

Schedule 3 — Service Levels and Performance

Vessel waiting time; berth productivity; cargo dwell time; truck turn time; customs release; equipment uptime; notice periods; remedies and service credits; annual reporting.

Schedule 4 — Customs, Carriers and Persons

Single transit document; guarantee; seals; trusted traders; risk management; inspection; vehicle and licence recognition; corridor passes; insurance; irregularities and appeals.

Schedule 5 — Massawa Activation and Routes

Activation events and decision procedure; minimum substitute capacity; route and border point; priority cargo; lead time; cost allocation; deactivation and return to Assab.

Schedule 6 — Tariffs, Currency and Financial Model
Tariff books; public dues; service charges; indexation; volume discounts; currencies; payment terms; escrow; audit; corridor levy; capital-recovery mechanism.

Schedule 7 — Expedited Arbitration
Emergency notice; roster; five-day appointment; written phase; hearing timetable; provisional decision; confidentiality; costs; relationship with merits tribunal.

Schedule 8 — Environment, Safety and Emergency Response
Environmental baseline; spill response; hazardous goods; waste; fire and rescue; casualty investigation; climate resilience; community grievance procedure.

Schedule 9 — Institutional Budget and Procedures
Commission rules; Secretariat structure; budget shares; procurement; records; confidentiality; expert panels; operator consultation; annual plan.

Schedule 10 — Implementation Roadmap
Ratification; provisional pilot; engineering studies; border and customs readiness; rehabilitation milestones; operational launch; review and capacity expansion.