

An artistic illustration featuring a man in a white suit, black tie, and a white fedora with a red band. He is surrounded by large, colorful flowers in shades of yellow, blue, red, and purple. A white dove is flying near the bottom right. The background is a textured grey with some dandelion-like seed heads. A vertical brown bar is on the left side.

SEPTEMBER 11, 2025

HOST COUNTRY AGREEMENT FOR THE ESTABLISHMENT AND OPERATIONS OF CODESA

*TO ADVANCE REGIONAL INTEGRATION, DIGITAL TRANSFORMATION, INCLUSIVE
EDUCATION, AND SOCIAL EQUITY ACROSS THE COMESA REGION*

CREATED BY

EUSL AB

Care to Change the World

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Host Country Agreement for the Establishment and Operations of CODESA

For a Digitally Integrated, Educated, and Equitable COMESA Region

Created by

European Social Label (EUSL)

Care to Change the World

Date: [To be inserted]

Preamble

Recognizing the shared commitment of the Common Market for Eastern and Southern Africa (COMESA) and the European Social Label (EUSL) to advance regional integration, digital transformation, inclusive education, and social equity across the COMESA region;

Acknowledging the strategic imperative to establish a specialized institutional mechanism capable of addressing structural deficits in digital infrastructure, vocational training, and equity programming, in alignment with the COMESA Medium-Term Strategic Plan and the African Union Digital Transformation Strategy for Africa 2020–2030;

Affirming the intent of both Parties to confer upon the COMESA Digitalisation, Education, and Social Agency (CODESA) a supranational legal status and operational mandate consistent with international best practices, including those of the United Nations and African Union Specialized Agencies;

Desiring to regulate the privileges, immunities, and obligations of EUSL and CODESA within the territories of COMESA member states, and to ensure the effective implementation of regional programs and initiatives under a co-owned Public-Private Partnership framework;

Article 1 – Definitions and Interpretation

1.1 For the purposes of this Agreement, unless the context otherwise requires:

- (a) **“Agreement”** means this Host Country Agreement, including all annexes and amendments thereto.
- (b) **“EUSL”** refers to the European Social Label, a Swedish legal entity registered under Swedish law, acting as the founding and governing institution of CODESA.
- (c) **“CODESA”** refers to the COMESA Digitalisation, Education, and Social Agency, established pursuant to this Agreement as a supranational institutional entity jointly mandated by COMESA and EUSL.
- (d) **“Official Acts”** means all activities undertaken by EUSL or CODESA in furtherance of their mandate under this Agreement, including but not limited to program implementation, diplomatic engagement, and institutional development.
- (e) **“Premises”** means the buildings, land, and facilities occupied or used by CODESA in the performance of its functions, as designated by mutual agreement.
- (f) **“Personnel”** means all individuals employed by or seconded to EUSL or CODESA, including international staff, consultants, and experts.

(g) **“Privileges and Immunities”** refers to the legal protections and exemptions granted to EUSL, CODESA, and their personnel under this Agreement, limited to official acts unless otherwise specified.

(h) **“Annex I”** refers to the Charter of CODESA, approved by the COMESA Council of Ministers and forming an integral part of this Agreement.

1.2 In the interpretation of this Agreement, the Parties shall be guided by principles of good faith, mutual respect, and the objective of facilitating the effective and autonomous operation of CODESA across the COMESA region.

Article 2 – Legal Personality and Capacity of EUSL

2.1 The Common Market for Eastern and Southern Africa (COMESA) hereby recognizes the European Social Label (EUSL), a legal entity duly incorporated under the laws of the Kingdom of Sweden, as possessing full legal personality within the territories of COMESA member states for the purposes of this Agreement.

2.2 EUSL shall have the capacity to: (a) Enter into contracts and agreements with public and private entities, including COMESA institutions, member state governments, international organizations, and private sector actors; (b) Acquire, hold, and dispose of movable and immovable property necessary for the fulfillment of its mandate under this Agreement; (c) Institute and respond to legal proceedings in its own name, subject to the provisions of Article 10 herein; (d) Establish, govern, and oversee the operations of the COMESA Digitalisation, Education, and Social Agency (CODESA), including the appointment of its executive leadership, staff, and affiliated experts.

2.3 The legal personality conferred upon EUSL under this Agreement shall be limited to the execution of official acts and functions directly related to the establishment, operation, and oversight of CODESA and its associated programs.

2.4 Nothing in this Article shall be construed as conferring upon EUSL any sovereign rights or immunities beyond those expressly provided for in this Agreement.

Article 3 – Establishment and Status of CODESA

3.1 COMESA and the European Social Label (EUSL) hereby agree to the establishment of the COMESA Digitalisation, Education, and Social Agency (CODESA) as a supranational institutional entity, co-owned and co-mandated by the Parties.

3.2 CODESA shall operate as an autonomous agency with legal, administrative, and financial independence, subject to the provisions of this Agreement and the applicable laws of COMESA member states, insofar as such laws do not conflict with the privileges and immunities granted herein.

3.3 The institutional mandate of CODESA shall include, but not be limited to, the implementation of regional digitalisation programs, inclusive education and vocational training initiatives, social equity mechanisms, and the facilitation of bilateral and multilateral development cooperation.

3.4 The Parties agree that CODESA shall be governed by a Joint Oversight Board, the composition and functions of which shall be defined in the CODESA Charter and referenced in Annex I to this Agreement.

3.5 The headquarters of CODESA shall be located in a COMESA member state designated by mutual agreement, with the possibility of establishing regional offices or programmatic hubs in other member states as required.

Article 4 – Privileges and Immunities (Official Acts Only)

4.1 In furtherance of its mandate and for the effective discharge of its functions, CODESA, its property, assets, and operations shall enjoy immunity from legal process in respect of all official acts, except to the extent that such immunity is expressly waived in writing by the Joint Oversight Board.

4.2 The premises, archives, and official communications of CODESA shall be inviolable and shall not be subject to search, requisition, confiscation, expropriation, or any other form of interference, whether by executive, administrative, judicial, or legislative action within any COMESA member state.

4.3 The immunity granted under this Article shall not extend to acts performed outside the scope of official functions, nor shall it be construed to exempt CODESA or its personnel from liability in cases of gross negligence, willful misconduct, or breach of fiduciary duty.

4.4 COMESA and its member states shall take all necessary measures to ensure that the privileges and immunities provided under this Article are respected and upheld by all national authorities.

Article 5 – Inviolability of Premises, Archives, and Communications

5.1 The premises of CODESA, including any buildings, offices, or facilities used for its official purposes, shall be inviolable across all COMESA member states. No agent or official of any national government shall enter such premises without the express consent of the Executive Director of CODESA or an authorized representative.

5.2 The archives of CODESA, and all documents, correspondence, data, and other materials belonging to or held by CODESA in the course of its official functions, shall be inviolable at all times and in all locations.

5.3 CODESA shall have the right to communicate freely and securely for all official purposes. COMESA member states shall permit and protect the use of all appropriate means of communication, including electronic, postal, and diplomatic channels, and shall not interfere with or censor such communications.

5.4 The inviolability provided under this Article shall not preclude reasonable inspections or oversight mechanisms agreed upon by the Parties, provided such mechanisms are conducted in a manner that respects the operational autonomy and legal protections of CODESA.

Article 6 – Tax and Customs Exemptions

6.1 CODESA, its property, assets, income, and operations shall be exempt from all direct taxes, including but not limited to corporate income tax, property tax, and any other levies imposed by national or local authorities within COMESA member states, provided such assets and income are used exclusively for official purposes.

6.2 CODESA shall be exempt from all customs duties and import restrictions on goods, equipment, vehicles, and materials imported into any COMESA member state for official use, including those intended for program implementation, institutional development, and regional cooperation.

6.3 The exemptions provided under this Article shall not apply to goods or services procured for personal use by personnel, nor shall they extend to commercial activities unrelated to the official mandate of CODESA.

6.4 COMESA member states shall facilitate the issuance of necessary documentation and permits to ensure the timely and unhindered importation of exempted items.

Article 7 – Facilitation of Visas, Work Permits, and Residency

7.1 COMESA member states shall take all necessary measures to facilitate the entry, stay, and departure of EUSL and CODESA personnel, including international staff, consultants, and experts, in accordance with applicable immigration laws and the provisions of this Agreement.

7.2 Visas, work permits, and residency authorizations shall be issued promptly and without undue delay, and shall remain valid for the duration of the individual's official assignment with CODESA.

7.3 Member states shall waive any fees or charges ordinarily applicable to visa, work permit, or residency applications for personnel engaged in official functions under this Agreement.

7.4 In cases of emergency or urgent deployment, member states shall provide expedited procedures for entry and clearance, including temporary documentation where necessary.

Article 8 – Recognition of EUSL Identification and Diplomatic Credentials

8.1 COMESA and its member states shall recognize official identification documents issued by EUSL to its personnel, including staff assigned to CODESA, as valid for purposes of identification, access to premises, and verification of official status.

8.2 Where applicable, and subject to mutual agreement, COMESA member states shall recognize diplomatic credentials issued by EUSL to designated senior personnel, including members of the Joint Oversight Board and Executive Leadership of CODESA, for the purpose of facilitating diplomatic engagement and international cooperation.

8.3 The recognition of such credentials shall not confer diplomatic immunity beyond the scope of official acts, unless expressly agreed upon in writing by the Parties and subject to the provisions of Article 4.

8.4 COMESA shall ensure that national authorities, including immigration, customs, and law enforcement agencies across member states, are informed of the recognition of EUSL-issued credentials and shall instruct such authorities to act accordingly.

Article 9 – Limitation of Privileges and Accountability Clauses

9.1 The privileges and immunities granted under this Agreement shall be strictly limited to those necessary for the fulfillment of the official functions of EUSL and CODESA. They shall not be construed to exempt any person from the obligation to respect the laws and regulations of COMESA member states.

9.2 Personnel of EUSL and CODESA shall not engage in any professional or commercial activity within COMESA territories outside the scope of their official duties, nor shall they interfere in the internal affairs of any member state.

9.3 COMESA reserves the right to request the withdrawal or reassignment of any individual whose conduct is deemed incompatible with the spirit or provisions of this Agreement, subject to prior consultation with EUSL.

9.4 EUSL shall establish and maintain an internal accountability mechanism, including a reporting and disciplinary framework, to ensure that all personnel adhere to the highest standards of integrity, professionalism, and respect for host country laws.

9.5 The Parties agree to cooperate in good faith to resolve any concerns or allegations related to misuse of privileges, misconduct, or breach of duty, through the mechanisms provided under Article 10.

Article 10 – Dispute Resolution and Applicable Law

10.1 Any dispute arising out of or in connection with the interpretation or application of this Agreement shall be resolved through diplomatic consultation and negotiation between the Parties.

10.2 If a dispute cannot be resolved through consultation within sixty (60) calendar days of written notification by either Party, the matter shall be referred to an independent arbitration panel composed of three members: one appointed by each Party and a third jointly appointed by the two appointees.

10.3 The arbitration panel shall operate under internationally recognized rules of procedure, and its decision shall be final and binding upon the Parties.

10.4 This Agreement shall be governed by the principles of international law, supplemented where necessary by the laws of COMESA member states, provided such laws do not conflict with the provisions herein.

10.5 Nothing in this Article shall preclude the Parties from seeking amicable resolution through alternative dispute resolution mechanisms, including mediation or joint review committees.

Article 11 – Entry into Force, Duration, and Termination

11.1 This Agreement shall enter into force on the date of its signature by both Parties, or on such later date as may be mutually agreed in writing.

11.2 The initial duration of this Agreement shall be ten (10) years from the date of entry into force, unless terminated earlier in accordance with the provisions herein.

11.3 Either Party may terminate this Agreement by giving written notice to the other Party at least one hundred eighty (180) calendar days in advance. Such termination shall not affect the validity of any obligations incurred or rights acquired prior to the effective date of termination.

11.4 Upon termination, the Parties shall cooperate in good faith to ensure the orderly cessation of operations, the protection of assets, and the resolution of outstanding matters, including the disposition of property and the reassignment of personnel.

11.5 This Agreement may be amended at any time by mutual written consent of the Parties. Any such amendment shall form an integral part of this Agreement and shall be subject to the same procedures for entry into force.



Signatures

IN WITNESS WHEREOF, the undersigned representatives, duly authorized by their respective institutions, have signed this Host Country Agreement in two original copies, each in the English language, both texts being equally authentic.

Signed in Lusaka, Zambia, on [Date].

For the Common Market for Eastern and Southern Africa (COMESA)

Name: _____

Title: _____

Signature: _____

For the European Social Label (EUSL)

Name: _____

Title: _____

Signature: _____