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**AGREEMENT FOR THE ESTABLISHMENT OF THE INTERGOVERNMENTAL  
ORGANIZATION FOR MARKETING INFORMATION AND COOPERATION  
SERVICES FOR FISHERY PRODUCTS IN AFRICA (INFOPÊCHE)**

FINAL ACT OF THE CONFERENCE OF PLENIPOTENTIARIES ON THE ESTABLISHMENT OF  
THE INTERGOVERNMENTAL ORGANIZATION FOR MARKETING INFORMATION AND  
COOPERATION SERVICES FOR FISHERY PRODUCTS IN AFRICA (INFOPÊCHE)  
ABIDJAN, CÔTE D'IVOIRE, 12-13 DECEMBER 1991

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1. As a concrete step towards carrying out the objectives, strategies and programmes of action adopted in 1984 by the World Conference on Fisheries Management and Development, convened by the Food and Agriculture Organization of the United Nations, the Director-General of the said Organization, in response to a request made by the Advisory and Coordination Committee of the Regional Fish Trade Information and Cooperation Service for Africa and following a recommendation made by a consultation of Legal Experts, (Abidjan, Côte d'Ivoire, 14-15 March 1991) convened a Conference of Plenipotentiaries to consider, with a view to adoption, a Draft Agreement for the Establishment of the Intergovernmental Organization for Marketing Information and Cooperation Services for Fishery Products in Africa (INFOPÊCHE).
2. The Conference of Plenipotentiaries on the Establishment of the Intergovernmental Organization for Marketing Information and Cooperation Services for Fishery Products in Africa (INFOPÊCHE) was held in Abidjan, Côte d'Ivoire, on 12 and 13 December 1991.
3. The Governments of the following 13 States were represented: Cameroon, Cape Verde, Côte d'Ivoire, Gabon, Gambia, Ghana, Guinea-Bissau, Liberia, Mauritania, Morocco, Nigeria, Senegal and Sierra Leone.
4. The Government of Norway was represented by an observer.
5. The following intergovernmental institutions were represented by an observer: the United Nations Industrial Development Organization (UNIDO) and the United Nations Development Programme (UNDP).
6. The following institutions were represented by an observer: the Fonds d'Aide et de Coopération (FAC-France) and the Association pour le développement des activités maritimes (CEASM).
7. Mr. Kouakou Koffi, Head of the Delegation of the Côte d'Ivoire addressed the Conference at its inaugural ceremony.
8. The Conference elected Mr. Kouakou Koffi (Côte d'Ivoire) as President and the representatives of Gabon, Morocco and Nigeria as Vice-Presidents.
9. The Conference set up a Credentials Committee composed of: Cameroon, Cape Verde, Gambia, Ghana, Mauritania and Sierra Leone.
10. The Director-General of the Food and Agriculture Organization of the United Nations was represented by Mr. Mamadou Dia, FAO Representative in Côte d'Ivoire.
11. The Draft Agreement referred to in the first paragraph of this Final Act had been prepared by the Secretariat of the Food and Agriculture Organization of the United Nations and, after discussion, was adopted by the Conference, as reproduced in Annex 1 to this Final Act. The Agreement, as adopted by the Conference, was opened for signature on 13 December 1991.
12. The Conference of Plenipotentiaries also adopted the Resolutions reproduced in Annexes 2 and 3 to this Final Act.

**IN WITNESS WHEREOF** the duly authorized representatives of the States whose names appear hereunder have signed this Final Act.

For Cameroon - Gabriel Tchatat

For Côte d'Ivoire - Koffi Jean Kouakou

For Gabon - Bernadette Moussounda

For Gambia - Sarjo K. Touray

For Ghana - Kenneth Asare Bosompem

For Guinea-Bissau - Namuano Francisco Dias Gomes

For Liberia - Philip W. Nimpson Jr.

For Mauritania - Aly Ould Haiba

For Nigeria - Jimoh Gaffar

For Sierra Leone- Naib Balogun Iscandari

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*ANNEX 1 TO THE FINAL ACT*

**AGREEMENT FOR THE ESTABLISHMENT OF THE INTERGOVERNMENTAL ORGANIZATION FOR MARKETING INFORMATION AND COOPERATION SERVICES FOR FISHERY PRODUCTS IN AFRICA (INFOPÊCHE)**

The Contracting Parties,

**Conscious** of the importance of the fisheries sector in their economic development;

**Convinced** that African countries would benefit greatly from the development of their fisheries which may depend on the establishment of international market information and cooperation organization for fishery products;

**Realizing** that the promotion and success of such organization can be facilitated through regional cooperation;

**Considering** that the said cooperation can best be achieved through the establishment of an intergovernmental organization carrying out its activities in collaboration with countries, organizations and institutions that may be able to provide financial and technical support;

Have agreed as follows:

**ARTICLE I**

**Establishment**

The Contracting Parties hereby establish the Intergovernmental Organization for Marketing Information and Cooperation Services for Fishery Products in Africa, hereinafter referred to as "INFOPÊCHE".

**ARTICLE 2**

**Definitions**

For the purpose of this Agreement:

"Fishery products" means all aquatic animals and plants and products derived therefrom. Endangered species falling under the Convention on International Trade in Endangered Species of Wild Fauna and Flora adopted in Washington in 1973, as amended, are excluded. Marine mammals, especially dolphins which are

not covered by the said Convention shall not be included within the services provided by INFOPÊCHE.

"Host State" means the State in which the seat of INFOPÊCHE is situated.

"Marketing information" means data and other information on distribution, transport and sale of fishery products on local and international markets and on the overall process of the said product development and promotion including advertising, public relations and other services.

### **ARTICLE 3**

#### **Objectives**

The objectives of INFOPÊCHE shall be:

- (a) to contribute to the development and modernization of the fisheries sector of the Contracting Parties;
- (b) to contribute to more balanced supplies of fishery products to the Contracting Parties
- (c) to make the best use of export opportunities within and outside Africa; and
- (d) to promote technical and economic cooperation among Contracting Parties.

### **ARTICLE 4**

#### **Functions**

For the achievement of its objectives, INFOPÊCHE shall provide:

- (a) marketing information on fishery products, including sales opportunities and supply prospects within and outside Africa;
- (b) advice on technological developments, product specifications, processing methods and quality standards in accordance with market requirements;
- (c) assistance in identifying new products and promoting under-utilized species;
- (d) training of staff in governments, institutions and the fishing industry in marketing development.

### **ARTICLE 5**

#### **Headquarters**

1. The seat of INFOPÊCHE is in Abidjan (Côte d'Ivoire). However, if on the date on which this Agreement enters into force, the Côte d'Ivoire has not deposited an instrument of ratification or accession in respect of this Agreement, the seat of INFOPÊCHE shall be determined by the Governing Council by a two-thirds majority of its members.

2. The Host State shall make available to INFOPÊCHE, without charge, the premises required for its operation as described in Annex II to this Agreement.

3. The Host State shall undertake to grant to INFOPÊCHE, to its premises, property, funds and assets, to the members of the Governing Council, to the Director and the staff of INFOPÊCHE and to the consultants, the privileges, immunities and facilities provided for in Article 12 and in Annex II to this Agreement.

### **ARTICLE 6**

#### **Membership**

1. The Member States of INFOPÊCHE shall be the Contracting Parties to the present Agreement.

2. The original founding Member States of INFOPÊCHE shall be those States in Africa specified in Annex

I to this Agreement which ratify or accede to this Agreement in accordance with Article 14, paragraphs 1 and 2.

3. The Governing Council of INFOPÊCHE may, by a two-thirds majority of all its Member States, authorize any State not referred to in Annex I to this Agreement, which has submitted an application for membership, to accede to the Agreement as in force at the time of accession, in accordance with Article 14, paragraph 3.

## **ARTICLE 7**

### **The Governing Council**

1. INFOPÊCHE shall have a Governing Council consisting of all Member States. Each Member State shall designate one representative to act on its behalf.
2. The Governing Council shall hold a regular session annually at such time and place as it shall determine.
3. The Governing Council may hold special sessions if it so decides or at the request of one-third of its members.
4. The Governing Council shall elect its Chairman and other officers who will hold office for two years.
5. The Governing Council shall adopt its own Rules of Procedure, by a two-thirds majority of the votes cast. The Rules of Procedure may provide the possibility for the Governing Council, in special circumstances, to modify the conditions of adoption of a decision.
6. Each Member State of the Governing Council shall have one vote. Except as otherwise expressly provided in this Agreement, all decisions of the Governing Council shall be taken by a simple majority of the votes cast. A simple majority of the members shall constitute a quorum.

## **ARTICLE 8**

### **Functions of the Governing Council**

The Functions of the Governing Council shall be:

- (a) to determine the policy of INFOPÊCHE and approve its programme of work and its budget;
- (b) to determine the contributions of Member States as provided in Article 11;
- (c) to establish special funds for the development of new programmes and projects;
- (d) to lay down general standards and guidelines for the management of INFOPÊCHE including the fees to be charged for its services;
- (e) to review the work and activities of INFOPÊCHE and the audited accounts, and give guidance to the Director of INFOPÊCHE on the implementation of its decisions;
- (f) to adopt the Financial Regulations;
- (g) to elect its Chairman and other officers, appoint the Director of INFOPÊCHE and, if necessary, a Deputy Director and to terminate their appointment;
- (h) to adopt rules Governing the settlement of disputes, referred to in Article 17;
- (i) to approve formal arrangements with other organizations or institutions and with governments;
- (j) to adopt the Staff Regulations which fix the general conditions of service of the staff;
- (k) to establish if it deems appropriate, sub-regional offices;

(l) to establish technical committees whenever necessary to advise it on specific issues; and

(m) to perform all other functions that have been entrusted to it by this Agreement or that are ancillary to the accomplishment of the approved activities of INFOPÊCHE.

## **ARTICLE 9**

### **Observers**

Non-member States, organizations and institutions that are able to make a significant contribution to the activities of INFOPÊCHE may be invited to be represented at sessions of the Governing Council as observers, in accordance with the Rules of Procedure adopted under Article 7, paragraph 5.

## **ARTICLE 10**

### **The Director and Staff**

1. INFOPÊCHE shall have a Director appointed by the Governing Council on such conditions as it may determine. The tenure of the Director is three years. His term may be renewed by decision of the Governing Council.

2. The Director shall be the legal representative of INFOPÊCHE. He shall direct the work of INFOPÊCHE under the guidance of the Governing Council, in accordance with its policy and decisions.

3. The Director shall submit to the Governing Council at each regular session:

(a) a report on the work of INFOPÊCHE, as well as the audited accounts; and

(b) a draft programme of work of INFOPÊCHE and a draft budget.

4. The Director shall prepare and organize the sessions of the Governing Council and all other meetings of INFOPÊCHE. He shall provide the secretariat for such meetings and attend them.

5. The Governing Council may decide to appoint a Deputy Director. The Deputy Director would have the powers and duties entrusted to the Director under this Agreement, if and for so long as the Director were unable to perform his duties.

6. Should it deem it necessary, the Governing Council may accept that the Director and the Deputy Director of INFOPÊCHE be persons seconded by States or international organizations.

7. Staff members shall be appointed by the Director in accordance with the policy, general standards and guidelines laid down by the Governing Council and in accordance with the Staff Regulations.

## **ARTICLE 11**

### **Finances**

1. The financial resources of INFOPÊCHE shall be:

(a) the contributions of the Member States to the budget of INFOPÊCHE;

(b) the revenue obtained from the provision of services against payment, for example subscriptions to INFOPÊCHE publications, sales of information, paid advertisements in INFOPÊCHE publications and consultant fees for its technical services;

(c) subventions from States and international organizations;

(d) donations and legacies provided that acceptance of such donations and legacies is compatible with the objectives of INFOPÊCHE; and

(e) such other resources as are approved by the Governing Council and compatible with the objectives of INFOPÊCHE.

2. Member States undertake to pay annual contributions in freely convertible currencies to the regular budget of INFOPÊCHE. There shall be for each Member State a minimum contribution determined by the Governing Council. The Governing Council shall establish a scale of contributions, approved by unanimous vote, and taking account of GNP per capita of each Member State. The Host State is exempted from payment of any contribution for as long as it provides the services and covers the costs described in Section 1, Part B of Annex II. At each regular session, the Governing Council shall, by a majority of three-quarters of the Member States participating in the session, determine the regular budget for the following year.

3. INFOPÊCHE shall be operated having regard to generally accepted commercial principles. To this end, INFOPÊCHE shall charge for its services at rates set by the Governing Council with a view to the revenue thus derived covering the operating costs and administrative expenses of INFOPÊCHE, and replacement of operating assets.

4. If the amount of its arrears equals or exceeds the amount of the contribution due from it for the two preceding calendar years, a Member State, on the decision of the Governing Council, may lose its voting right in the Governing Council.

## ARTICLE 12

### Legal Status, Privileges and Immunities

1. INFOPÊCHE shall possess juridical personality and such legal capacity, as well as privileges and immunities, as may be necessary for the fulfilment of the Organization's objectives and for the exercise of its functions.

2. The representatives of Member States and the Director and staff of INFOPÊCHE shall be accorded the privileges and immunities necessary for the independent exercise of their functions with INFOPÊCHE.

3. Each Member State shall accord the status, privileges and immunities referred to above in the following manner:

(a) In the territory of each Member State which has acceded to the Convention on the Privileges and Immunities of the Specialized Agencies, those which are stipulated therein, *mutatis mutandis*;

(b) In the territory of each Member State which has not acceded to the above Convention but which has acceded to the Convention on the Privileges and Immunities of the United Nations, those which are stipulated therein, *mutatis mutandis*; and

(c) If a Member State has not acceded to either of the above Conventions it shall, within six months of the deposit of its instrument of ratification or accession, conclude an agreement with INFOPÊCHE granting a status and privileges and immunities comparable to those provided for in the said Conventions.

4. Privileges and immunities are accorded to the representatives of Member States and the Director and staff of INFOPÊCHE not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the Organization. Consequently, a Member State or the Director, as the case may be, not only has the right but is under a duty to waive the immunity of its representatives or of a staff member in any case where, in the opinion of the Member State or of the Director, the immunity would impede the course of justice, and where it can be waived without prejudice to the purpose for which the immunity is accorded. If the Member State sending the representative or the Director, as the case may be, does not waive the immunity of the representative or the staff member, the Member State or the Director shall make the strongest efforts to achieve an equitable solution of the matter.

5. INFOPÊCHE may conclude agreements with States in which offices of the Organization may be located, specifying the privileges and immunities and facilities to be enjoyed by the Organization to enable it to fulfil its objectives and to perform its functions.

## **ARTICLE 13**

### **Cooperation with other Organizations and Institutions**

The Contracting Parties agree that there should be cooperation between INFOPÊCHE and other international fisheries institutions and other organizations which may contribute to the work and further the objectives of INFOPÊCHE. INFOPÊCHE may enter into agreements with such institutions and organizations. Such agreements may include, if appropriate, provision for participation by such organizations in activities of INFOPÊCHE.

## **ARTICLE 14**

### **Signature, Ratification, Accession, Entry into force and Admission**

1. This Agreement shall be open for signature by the States in Africa listed in Annex I, in Abidjan, on 13 December 1991, and thereafter, at the Headquarters of the Food and Agriculture Organization of the United Nations (FAO) in Rome until 31 December 1992. Such States that have signed the Agreement may become a party thereto by depositing an instrument of ratification. Such States that have not signed the Agreement may become a party thereto by depositing an instrument of accession.

2. Instruments of ratification or accession shall be deposited with the Director-General of FAO, who shall be the Depositary of the present Agreement.

3. Subject to Article 6, paragraph 3 of the present Agreement, and at any time after the entry into force of this Agreement, any State not referred to in paragraph 1 above may apply to the Director-General of FAO to become a member of INFOPÊCHE. The Director-General of FAO shall inform Member States of such application. The Governing Council shall then decide on the application in accordance with Article 6, paragraph 3, and if a favourable decision is made, invite the State concerned to accede to the Agreement establishing INFOPÊCHE. The State shall lodge its instrument of accession, whereby it consents to be bound by the provisions of this Agreement as from the date of its admission, with the Director-General within ninety days of the date of the invitation by the Governing Council.

4. This Agreement shall enter into force, with respect to all States that have ratified it or acceded thereto, on the date when instruments of ratification or accession have been deposited by the Governments of at least five States listed in Annex I.

## **ARTICLE 15**

### **Amendment**

1. Proposals for the amendment of this Agreement must be made by a Member State in a communication to the Depositary, who shall promptly notify the proposal to all Member States and to the Director of INFOPÊCHE.

2. The Governing Council may amend this Agreement by a two-thirds majority of the Member States. Amendments shall take effect, with respect to all Contracting Parties, on the thirtieth day after their adoption by the Governing Council, except for any Contracting party which gives notice of withdrawal within thirty days of the adoption of such amendment, subject to Article 16, paragraph 1.

3. No proposal for amendment shall be considered by the Governing Council unless it was received by the Depositary at least one hundred and twenty days before the opening day of the session at which it is to be considered.

## **ARTICLE 16**

### **Withdrawal and Dissolution**

1. At any time after the expiration of three years from the date when it became a party to this Agreement, any Member State may give notice of its withdrawal from INFOPÊCHE to the Depositary. Such withdrawal shall take effect twelve months after the notice thereof was received by the Depositary or at any later date

specified in the notice, provided, however, that any obligation incurred by the Member State vis-à-vis INFOPÊCHE shall remain valid and enforceable.

2. INFOPÊCHE shall cease to exist at any time decided by the Governing Council by a three-quarters majority of all its Members. Any assets remaining after the land, buildings and fixtures have been disposed of, after the balance of any donated funds that have not been used has been returned to the respective donors, and after all obligations have been met, shall be distributed among the States which were Members of INFOPÊCHE at the time of the dissolution, in proportion to the contributions that they made, in accordance with Article 11, paragraph 2, for the year preceding the year of the dissolution.

## **ARTICLE 17**

### **Interpretation and Settlement of Disputes**

1. Any dispute concerning the interpretation or application of this Agreement which cannot be settled by negotiation, conciliation or similar means may be referred by any party to the dispute to the Governing Council for its recommendation. Failing settlement of the dispute, the matter shall be submitted to an arbitral tribunal consisting of three arbitrators. The parties to the dispute shall appoint one arbitrator each; the two arbitrators so appointed shall designate by mutual agreement the third arbitrator, who shall be the President of the tribunal. If one of the Parties does not appoint an arbitrator within two months of the appointment of the first arbitrator, or if the President of the arbitral tribunal has not been designated within two months of the appointment of the second arbitrator, the Chairman of the Governing Council shall designate him within a further two-month period.

2. Any Member State that fails to abide by an arbitral award rendered in accordance with paragraph 1 of this Article may be suspended from the exercise of the rights and privileges of membership by a simple majority of the Governing Council.

## **ARTICLE 18**

### **Depositary**

The Director-General of FAO shall be the Depositary of this Agreement. The Depositary shall:

(a) send certified copies of this Agreement to the Governments of the States listed in Annex I, and to any other government which so requests;

(b) arrange for the registration of this Agreement, upon its entry into force, with the Secretariat of the United Nations, in accordance with Article 102 of the Charter of the United Nations;

(c) inform the States listed in Annex I and any State that has been admitted to membership of INFOPÊCHE of:

(i) the signature of this Agreement and the deposit of instruments of ratification or accession in accordance with Article 14;

(ii) the date of entry into force of this Agreement in accordance with Article 14, paragraph 4;

(iii) notification of the desire of a State to be admitted to membership of INFOPÊCHE, and admissions, in accordance with Article 6;

(iv) proposals for the amendment of this Agreement, and the adoption of amendments, in accordance with Article 15 and

(v) notices of withdrawal from INFOPÊCHE in accordance with Article 16;

(d) convene the first session of the Governing Council of INFOPÊCHE within six months after the entry into force of this Agreement, in accordance with Article 14, paragraph 4.

## **ARTICLE 19**



## **Annexes**

Annexes I and II shall constitute an integral part of this Agreement.

### **ANNEX I TO THE AGREEMENT**

#### **List of States referred to in Article 6, paragraph 2**

Cameroon

Cape Verde

Congo

Côte d'Ivoire

Gabon

Gambia

Ghana

Guinea

Guinea-Bissau

Liberia

Mauritania

Morocco

Nigeria

Senegal

Sierra Leone

Zaire

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### ***ANNEX II TO THE AGREEMENT***

#### **INTRODUCTION**

Pursuant to Article 5, paragraphs 2 and 3 of this Agreement, and without prejudice to paragraphs 2, 3 and 4 of Article 12, the present Annex relates to the additional rights and obligations of the Host State. It shall apply to the State referred to in Part B for as long as that State is the Host State.

#### ***PART A - GENERAL PROVISIONS***

##### **General Provisions**

##### **Section 1: Privileges, Immunities and Facilities Accorded to the Organization**

1. Without prejudice to Article 5, paragraph 3 and Article 12, paragraph 3 of this Agreement, the Host State undertakes to accord the following privileges, immunities and facilities to the organization and to its property, funds and assets, wherever located in that State:

(a) immunity from every form of legal process, except insofar as in any particular case the Organization has expressly waived immunity;

(b) immunity from search, requisition, confiscation, expropriation and any other form of interference;

(c) freedom to hold funds or currency of any kind, to operate accounts in any currency, to transfer funds or foreign currency within the Host State or abroad, and to convert any foreign currency into any other currency;

(d) freedom, without prejudice to any appropriate security precautions determined by agreement between the Host State and the Organization, from censorship of official correspondence and other official communications;

(e) exemption from all direct and indirect taxes on the property, income and official transactions of the Organization, except taxes that are no more than charges for services rendered;

(f) exemption from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Organization, or on publications issued by the Organization, for official purposes.

2. The Host State shall exercise due diligence to ensure that the security and tranquillity of the premises of the Organization are not in any way impaired and shall, at the request of the Director of the Organization, provide adequate police protection where necessary.

3. The Organization shall enjoy for its official communications treatment not less favourable than that accorded to any other organization or government, including the diplomatic mission of such other government, in the Host State, in the matter of priorities and rates for mail, cables, telephone and other communications.

Section 2: Privileges, immunities and facilities accorded to official representatives, the Director and staff of the Organization, experts and consultants

1. Without prejudice to Article 5, paragraph 3 and Article 12, paragraph 2 of this Agreement, the Host State undertakes to accord the following privileges, immunities and facilities:

(a) to the representatives of any State, any international organization or institution with respect to the performance of their official duties in connection with the work of the Organization:

(i) immunity from personal arrest or detention except in the case of flagrancy, and from seizure of their personal baggage and, in respect of words spoken or written and all acts done by them in their official capacity, immunity from legal process of any kind;

(ii) inviolability for all papers and documents;

(iii) exemption in respect of themselves and their spouses from immigration restrictions, alien registration or national service obligations;

(iv) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(b) to the Director, staff, experts and consultants of the Organization:

(i) immunity from legal process in respect of words spoken or written and all acts done by them in their official capacity;

(ii) exemption from taxation on the salaries and emoluments paid to them by the Organization;

(iii) immunity, together with their spouses and dependants, from immigration restrictions and alien registration;

(iv) together with their spouses and dependants, the same repatriation facilities in time of crisis

as officials of comparable rank of diplomatic missions;

(v) provided that they are not nationals of the Host State, the right to import free of duty their furniture and effects, including one car, at the time of first taking up their post in the Organization, as well as replacements of such furniture and effects, including a car, at such intervals as may be agreed upon by the Organization and the Government of the Host State.

2. In addition to the privileges and immunities referred to in paragraph 1, the Director, staff, experts and consultants of the Organization, provided that they are not nationals of the Host State, shall be granted the same privileges in respect of exchange facilities as are accorded to officials of comparable rank of diplomatic missions.

3. Subject to the application of measures for the maintenance of public health and security, agreed upon between the Host State and the Organization, the Host State shall impose no impediment on the entry into, sojourn in and departure from its territory of the representatives of States, international organizations or institutions referred to in paragraph 1(a), and their spouses, or of the Director, staff, experts and consultants of the Organization, and their spouses and dependants, or of any person visiting the Organization in connection with its work.

4. Any visa required for any person referred to in paragraph 3 shall be granted or extended promptly and without charge.

### ***Section 3: Enforcement of the law of the Host State***

The Organization shall cooperate with the appropriate authorities of the Host State to facilitate the proper administration of justice, secure the observance of police regulations, and prevent the occurrence of any abuses in connection with the privileges, immunities and facilities conferred pursuant to Article 5, paragraph 3 and Article 12 of this Agreement or to the present Annex. In any case where an immunity conferred upon a person would impede the course of justice and can be waived without prejudice to the interests of the Organization, such immunity shall be waived by the Organization.

### ***Section 4: Amendment of this Part***

1. Subject to paragraph 2, the present Part A of this Annex may be amended in the manner set out in Article 15 of this Agreement.

2. Notwithstanding any other provision of this Agreement, including the present Annex, no amendment to this Part may be adopted unless the Host State has expressly consented thereto.

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## **PART B - SPECIFIC PROVISIONS CONCERNING COTE D'IVOIRE**

### ***Section 1: Premises of the Organization and related facilities***

1. The seat of the Organization shall be located in Immeuble SOGEFIHA, Boulevard Carde, Abidjan.

2. In fulfilment of its obligations in accordance with Article 5, paragraph 2 of the Agreement, Côte d'Ivoire undertakes to arrange for:

(a) provision to the Organization for its exclusive use premises with an area of 300 sq. metres adapted to the needs of the Organization;

(b) responsibility for maintenance costs and provision of electricity and water needed for the use of the premises;

(c) provision to the Organization of at least four full-time support and technical staff.

3. At the request of the Organization, Côte d'Ivoire shall undertake at its own expense all necessary repairs to the premises referred to in paragraph 2(a) with the exception of those which can be considered as day-to-day maintenance of the said premises.

## *Section 2: Privileges, immunities and facilities*

1. The taxes referred to in Section 1, paragraph 1(e), of Part A shall include customs duties and dues on motor vehicles, furniture and equipment. Likewise, legacies and donations, including anything considered necessary by the Organization for its establishment or for attaining its objectives, shall also be exempt from such taxes and dues.
2. Any funds or property transferred by the Organization, for educational or scientific purposes, to any natural person or to any non-profit organization shall be exempt from the payment of taxes by such person or organization.
3. Staff members of the Organization, including the Director, shall, provided that they are not nationals of Côte d'Ivoire be permitted to maintain assets outside Côte d'Ivoire and be exempt from any form of taxation on income derived from sources outside Côte d'Ivoire or on property outside Côte d'Ivoire. They shall furthermore be exempt from national service obligations.
4. Côte d'Ivoire shall adopt the legislation necessary to give effect to the privileges, immunities and facilities referred to in this Agreement, including the present Annex.

## *Section 3: Amendment of this Part*

1. Subject to paragraph 2, the present Part B of this Annex may be amended in the manner set out in Article 15 of this Agreement.
2. Notwithstanding any other provision of this Agreement, including the present Annex, no amendment to this Part may be adopted unless Côte d'Ivoire has expressly consented thereto.

\* \* \*

Done in Abidjan in Côte d'Ivoire on 13 December 1991 in a single copy in the English and French languages, each version being equally authoritative.

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*ANNEX 2 TO THE FINAL ACT*

## **RESOLUTION 1**

THE CONFERENCE OF PLENIPOTENTIARIES ON THE ESTABLISHMENT OF THE INTERGOVERNMENTAL ORGANIZATION FOR MARKETING INFORMATION AND COOPERATION SERVICES FOR FISHERY PRODUCTS IN AFRICA (INFOPÊCHE),

**Having adopted** the Agreement for the Establishment of the Intergovernmental Organization for Marketing Information and Cooperation Services for Fishery Products in Africa;

**Being aware** of the need to implement the provisions of the Agreement immediately upon termination of the INFOPÊCHE Project;

**Being further aware** of the special efforts made by the government of Norway in favour of the INFOPÊCHE Project;

**Taking into consideration** the difficulties that will be encountered during the start-up period of the Organization;

**Being equally aware** of the experience gained by FAO in establishing a similar organization in another region;

**Recommends:**

- (a) that FAO shall, during the transitional period preceding the entry into force of the Agreement, take all

necessary steps for the effective establishment of the Intergovernmental Organization for Marketing Information and Cooperation Services for Fishery Products in Africa (INFOPÊCHE) and submit a draft programme of work and a draft budget;

(b) that FAO, in cooperation with States, intergovernmental organizations or other institutions take an active part in the establishment of the Organization and provide its full support.

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*ANNEX 3 TO THE FINAL ACT*

## **RESOLUTION 2**

THE CONFERENCE OF PLENIPOTENTIARIES ON THE ESTABLISHMENT OF THE INTERGOVERNMENTAL ORGANIZATION FOR MARKETING INFORMATION AND COOPERATION SERVICES FOR FISHERY PRODUCTS IN AFRICA (INFOPÊCHE),

**Having adopted** the Agreement for the Establishment of the Intergovernmental Organization for Marketing Information and Cooperation Services for Fishery Products in Africa;

**Being aware** of the need to implement the provisions of the Agreement upon termination of the INFOPÊCHE Project;

**Recommends:**

that the Governments of the African States participating in the INFOPÊCHE Project and listed in Annex I to the Agreement initiate the procedures required to ratify the Agreement or to adhere to it as soon as possible.

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