

INDIAN OCEAN TUNA COMMISSION

HEADQUARTERS AGREEMENT

Between

The Food and Agriculture Organization of the United Nations
(hereinafter referred to as "FAO")

and

the Government of the Republic of Seychelles
(hereinafter referred as "the Government")

Whereas the Indian Ocean Tuna Commission was established within the framework of FAO by the Agreement for the establishment of the Indian Ocean Tuna Commission, approved by the Council of FAO at its Hundred and Fifth Session in November 1993, which entered into force upon receipt of the tenth instrument of acceptance by its Depositary, the Director-General of FAO, on 27 March 1996,

Whereas the Commission at its First Session held in Rome from 3 to 6 December 1996, after consultation with the Director-General of FAO in accordance with Article XIV of the Agreement establishing it, decided to set up its headquarters in Seychelles,

Now therefore,

The Food and Agriculture Organization acting on behalf of the Indian Ocean Tuna Commission
(hereinafter referred as IOTC)

and

The Government of the Republic of Seychelles
have agreed as follows:

I. PREMISES

ARTICLE 1

1. The Government of Seychelles shall make available for the exclusive use of IOTC, free of charge, the necessary premises which will serve as the headquarters of IOTC and other ancillary facilities.

2. The Premises and other ancillary facilities made available to IOTC for this purpose are described in the annex to the present Agreement. This annex may be amended by agreement between the Government of Seychelles and FAO subject to previous approval by the Commission.

3. FAO and IOTC shall assume all legal obligations with respect to its occupancy of the Premises, except as otherwise provided in this Agreement.

ARTICLE 2

1. The Premises of IOTC (“the Premises”) shall be inviolable.

2. The consent of the Secretary of the Commission shall be required for access to the Premises. However, the consent of the Secretary of IOTC shall be presumed to have been given in the event of a fire or other emergency demanding immediate protective measures.

3. The Government of Seychelles shall take every appropriate measure to prevent an attack on or damage to the Premises, a disturbance of the peace, or a violation of the dignity of the Premises of IOTC.

4. The residence of the Secretary and of the other staff members of IOTC referred to in Article 11.1, and who are not nationals of Seychelles or permanent residents in Seychelles, shall enjoy the same inviolability and protection as the Premises.

ARTICLE 3

IOTC shall enjoy legal personality on the territory of Seychelles and shall act through its Secretary.

II. PRIVILEGES, IMMUNITIES AND FACILITIES ACCORDED TO IOTC

ARTICLE 4

The Government of Seychelles undertakes to accord the following privileges, immunities and facilities to IOTC and its property, funds and assets, wherever located in the Seychelles:

- (a) immunity from every form of legal process except insofar as in any particular case IOTC has expressly waived immunity;
- (b) immunity from search, requisition, confiscation, expropriation and any other form of interference;
- (c) for the purposes of performing its functions, freedom to hold funds or currency of any kind, to operate accounts in any currency, to transfer funds or foreign currency within Seychelles or abroad, and to convert, through the banking system in Seychelles, any foreign currency into any other currency as well as to receive donations;
- (d) freedom from censorship of official correspondence and other official communications;
- (e) exemption from all direct and indirect taxes on the property, income (including income from sale of publications produced or revenue obtained from the provision of services against payment), and official transactions of IOTC, except taxes that are no more than charges for services rendered;
- (f) exemption from the payment of excises or sales taxes on purchases of immovable or movable property or of goods and services, which are necessary for the performance of its official functions;
- (g) exemption from customs duties, taxes, prohibitions and restrictions on imports and exports in respect of goods, articles and publications imported or exported by IOTC for the purposes of performing its functions or on publications issued by IOTC.

ARTICLE 5

Any waiver of immunity under Article 4 above shall be done expressly by the Secretary of the Commission.

ARTICLE 6

IOTC's records and, generally, all documents belonging to IOTC shall be inviolable, regardless of their location.

ARTICLE 7

Property belonging to IOTC may not be sold or otherwise disposed of, for a fee or without charge, on Seychelles territory, except under the conditions prescribed by Seychelles legislation.

ARTICLE 8

1. In exercising the rights granted to it under Article 4(c), IOTC will take into account any representations made by the Government of Seychelles, to the extent it deems it can act upon them without prejudicing its own interests.
2. The Government of Seychelles undertakes to grant to IOTC the facilities and authorities necessary for it to effect any transfer of funds or currency or movement of funds occasioned by IOTC's operations.

ARTICLE 9

1. The Government of Seychelles shall guarantee the IOTC freedom of communication for its official purposes.
2. The correspondence of IOTC shall be inviolable.

III. PRIVILEGES, IMMUNITIES AND FACILITIES ACCORDED TO REPRESENTATIVES OF STATES AND REGIONAL ECONOMIC INTEGRATION ORGANIZATIONS, FAO, OTHER INTER-GOVERNMENTAL ORGANIZATIONS, AND TO EXPERTS AND CONSULTANTS

ARTICLE 10

The Government undertakes to accord, while exercising their functions or attending meetings in connection with the work of IOTC and during their journeys to and from the place of meeting, to the representatives of any State, and regional economic integration organization, FAO, other inter-governmental organization and their spouses as well as to experts invited in their personal capacity and consultants recruited by IOTC or FAO, the following privileges, immunities and facilities :

- (a) immunity from personal arrest or detention 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 every kind;
- (b) inviolability for all papers and documents;
- (c) exemption in respect of themselves and their spouses from immigration restrictions, alien registration or national service obligations;
- (d) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions.

IV. PRIVILEGES, IMMUNITIES AND FACILITIES ACCORDED TO IOTC STAFF

ARTICLE 11

1. The Secretary of IOTC and the other staff members of the Secretariat in the Professional category as defined in the FAO Staff Regulations, designated by the Secretary, as well as their spouses and their children living under their roof, shall enjoy the immunities, privileges and facilities accorded to members of the diplomatic staff of diplomatic missions.

2. The Secretary of IOTC and the other Professional staff members of the Secretariat shall enjoy the right to import without taxes and re-export their personal

furniture and effects as well as one automobile for personal use and replacements therefor in accordance with normal diplomatic usages in Seychelles.

ARTICLE 12

The Secretary of IOTC and the other Professional staff members of the Secretariat shall enjoy, with respect to currency or exchange control regulations, the facilities usually accorded to the staff of diplomatic missions.

ARTICLE 13

Staff members of IOTC Secretariat shall enjoy:

- (a) jurisdictional immunity with respect to acts performed in their official capacity, including their spoken and written communications, and this immunity continues after termination of their functions;
- (b) exemption from Seychelles authorities from all taxes in respect of the salaries, emoluments and allowances paid to them by IOTC or FAO;
- (c) inviolability with respect to all their official documents and papers;
- (d) together with those members of their family living under their roof, the same exceptions to the provisions limiting immigration and alien registration as are accorded in Seychelles to officials of comparable rank of diplomatic missions;
- (e) together with those members of their family living under their roof, exemption from the requirements of Seychelles legislation respecting the employment of foreigners and the practice of independent professions by foreigners, on the condition they have no gainful occupation in Seychelles other than the performance of their duties in the IOTC Secretariat;
- (f) together with those members of their family living under their roof, the same repatriation facilities in time of crisis as officials of comparable rank of diplomatic missions;

- (g) the right to import free of duty their furniture and effects, including one car, at the time of first taking up their post in IOTC, as well as replacement of such furniture and effects, including a car, for those staff members not covered by Article 11, at such intervals as may be agreed upon by IOTC and the Government of Seychelles.

ARTICLE 14

1. The Secretary of IOTC shall notify Seychelles authorities of the arrival in the country and departure from the country of the IOTC staff members and, where appropriate, the date of termination of their functions.
2. IOTC staff will receive a special identity card, issued by the competent Government Authorities.

V. SOCIAL SECURITY

ARTICLE 15

1. In accordance with Article VIII, paragraph 1, of the Agreement establishing IOTC, the Secretary and staff of IOTC shall be appointed under the same terms and conditions as staff members of FAO; as a consequence all IOTC staff members, except those seconded by the Government, shall be enrolled in FAO's social security system.
2. Persons employed by IOTC who are not IOTC staff members, and are neither nationals nor permanent residents of Seychelles and have no gainful occupation other than the performance of their official duties in IOTC, and are not covered by the FAO's social security system, may opt for coverage under Seychelles legislation.
3. This right of option may be exercised only once, within three months of the commencement of functions in Seychelles.
4. With respect to persons having opted for coverage under Seychelles legislation, the Secretariat of IOTC shall apply the relevant Seychelles legislation.
5. The Secretary shall ensure that persons employed by IOTC, having refused coverage under Seychelles legislation and who are not covered by the FAO Social Security System, are covered by an adequate social security plan, in default of which Seychelles may obtain reimbursement from IOTC of any costs incurred by the provision

of any social assistance or medical care by the Seychelles Government as a result of such refusal.

VI. NATIONALS OF SEYCHELLES AND PERMANENT RESIDENTS IN SEYCHELLES

ARTICLE 16

1. Seychelles is not bound to grant to its own nationals and permanent residents the privileges, immunities and facilities provided for in Articles 10, 11, 12 and in paragraphs (d), (e), (f) and (g) of Article 13 of the present Agreement.
2. Nevertheless, nationals of Seychelles and permanent residents, will enjoy the privileges and immunities provided for in Article 10, paragraphs (a), (b) and (c) with regard to Immigration restrictions in respect of themselves and their spouses and in paragraphs (a), (b) and (c) of Article 13 of the present Agreement.

VII. ENFORCEMENT OF THE LAWS OF SEYCHELLES

ARTICLE 17

1. The Secretary and other staff of IOTC will not enjoy any jurisdictional immunity with respect to moving traffic violations, or damage caused by a motor vehicle.
2. The Secretary of IOTC and other staff of IOTC, shall comply with all requirements of the laws and regulations of Seychelles respecting automobile liability insurance.

ARTICLE 18

The Secretary of IOTC and other staff of IOTC will cooperate at all times with the competent Seychelles authorities to facilitate the effective administration of justice, ensure compliance with the Laws of Seychelles, and prevent any abuse of the privileges, immunities and facilities provided for in the present Agreement.

VIII. FINAL CLAUSES

ARTICLE 19

1. The present Agreement shall come into force upon notification by the Parties that their respective internal requirements have been complied with.

2. The present Agreement will remain in effect until the expiry of a period of one year from the date one of the Parties notifies the other of its intent to terminate it.

Done aton....., 1997, the French and English texts being equally authentic.

For the Food and Agriculture Organization
of the United Nations

For the Government of the
Republic of Seychelles

ANNEX TO THE HEADQUARTERS AGREEMENT

Article 1, paragraph 1, of the Headquarters Agreement states that the Government of Seychelles shall make available for the exclusive use of IOTC, free of charge, the premises necessary for the performance of the functions of its headquarters.

Paragraph 2 of Article 1 points out that the offices and other facilities made available to IOTC for this purpose are described in the annex to the Headquarters Agreement.

As a consequence, the present annex to the Headquarters Agreement describes the offices offered to IOTC by the Government of Seychelles and lists the other facilities provided to IOTC by the Government.

The Government of Seychelles undertakes to:

- (i) provide to IOTC for its exclusive use, modern office accommodation situated on Victoria international fishing port, as described thereto and comprising six large fully furnished, air conditioned offices and a fully furnished and air conditioned meeting room, and ensure the maintenance of these premises;
- (ii) arrange for and bear the cost of any necessary repairs to the premises referred to in (i) above;
- (iii) install and provide electricity and water needed for the use of the office premises and bear the consumption costs;
- (iv) install telephones;
- (v) provide a vehicle for the exclusive use of IOTC;
- (vi) fund the services of a systems analyst/programmer;
- (vii) ensure permanent security of the premises of IOTC and of the Secretary's residence;
- (viii) make available fully furnished houses to two senior members of the expatriate staff of IOTC;

- (ix) endeavour, at the request of IOTC, to arrange for the appropriate housing for expatriate staff of IOTC and their families.