

**AGREEMENT BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE  
SECRETARIAT OF THE SOUTHERN INDIAN OCEAN FISHERIES AGREEMENT  
CONCERNING THE HEADQUARTERS OF THE SECRETARIAT  
AND ITS PRIVILEGES AND IMMUNITIES IN FRENCH TERRITORY**

The Government of the French Republic and the Secretariat of the Southern Indian Ocean Fisheries Agreement, collectively referred to hereinafter as “the Parties”,

Considering the Final Act of the Conference of the Food and Agriculture Organization of the United Nations (FAO) on 7 July 2006 on the adoption of the Southern Indian Ocean Fisheries Agreement drawn up at the FAO headquarters in Rome, Italy;

Considering the establishment of the Meeting of the Parties by the Southern Indian Ocean Fisheries Agreement;

Considering the establishment of the Secretariat of the Southern Indian Ocean Fisheries Agreement by the Meeting of the Parties, pursuant to Article 9 of that Agreement;

Considering the report of the second session of the Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement, held in Mauritius from 17 to 20 March 2015, and in particular Agenda Item 7 on the decision by consensus to establish the Headquarters of the Secretariat of the Southern Indian Ocean Fisheries Agreement in Saint-Denis, Réunion Island, France;

Wishing to settle the issues regarding the establishment of the Headquarters of the Secretariat of the Meeting of the Parties to the Southern Indian Ocean Fisheries Agreement in Saint-Denis, Réunion Island, France, and consequently to define the privileges and immunities of the Secretariat of the Southern Indian Ocean Fisheries Agreement and its staff in France;

Have agreed as follows:

**Article 1  
Definitions**

For the purposes of this Agreement:

- a) “Competent Authorities” means the French authorities, national or local depending on the context, in accordance with the laws and regulations of the French Republic;
- b) “Archives” means all records, correspondence, documents, manuscripts, photographs, computer data, films and recordings belonging to or held by the Secretariat;

- c) "SIOFA" means the Southern Indian Ocean Fisheries Agreement;
- d) "MoP" means the Meeting of the Parties to SIOFA, established by Article 5 of SIOFA;
- e) "Agreement" means this Headquarters Agreement;
- f) "Cooperating non-Contracting Parties" means Cooperating non-Contracting Parties as provided for in Article 17(4) of SIOFA and Rule 17 of the Rules of Procedure, and Cooperating non-participating fishing entities as provided for in Rule 17 of the Rules of Procedure;
- g) "Executive Secretary" means the Executive Secretary of the Secretariat;
- h) "Expert" means a person conducting temporary projects for the Secretariat, or otherwise under the auspices of SIOFA, and includes a person involved or participating in the work and activities of the MoP, its Scientific Committee or any other body, without necessarily receiving remuneration, but does not include Staff Members or Representatives;
- i) "Government" means the Government of the French Republic;
- j) "Headquarters" means the premises of the Secretariat, including the buildings or parts of buildings and the land attached thereto, irrespective of ownership, used exclusively by the Secretariat for the performance of its Official Activities;
- k) "Official Activities" means all activities undertaken pursuant to SIOFA, including the administrative activities of the Secretariat and the MoP;
- l) "Parties" means the Parties to this Agreement, that is, the Government and the Secretariat;
- m) "SIOFA Parties" means the Contracting Parties to SIOFA, and participating fishing entities as provided for in Article 15 of SIOFA and Rule 19 of the Rules of Procedure;
- n) "Representatives" means representatives of SIOFA Parties and Cooperating non-Contracting Parties in attendance at conferences or meetings convened by the Secretariat, or otherwise under the auspices of SIOFA, and includes representatives, alternate representatives, advisers, technical experts and secretaries of delegations;
- o) "Rules of Procedure" means the Rules of Procedure of the MoP, adopted pursuant to Article 5(3) of SIOFA;
- p) "Scientific Committee" means the Scientific Committee established by the MoP pursuant to Article 7(1) of SIOFA, and includes any subsidiary body established by it;

- q) “Serious Offence” means an offence under the laws and regulations of the French Republic for which a person convicted would be liable to imprisonment;
- r) “Secretariat” means the Secretariat of SIOFA established by the MoP pursuant to Article 9 of SIOFA;
- s) “Staff Member” means the Executive Secretary and all persons appointed or recruited for employment at the Secretariat, and subject to its staff regulations, but does not include Experts or temporary personnel under contract.

## **Article 2**

### **Domestic legal personality and capacity**

1. The Secretariat has legal personality within the domestic legal system of the French Republic, and capacity to perform its functions in the territory of the French Republic. It has, in particular, the capacity to contract, to acquire and dispose of movable and immovable property, and to institute and be a party to legal proceedings.
2. The Secretariat may exercise its domestic legal capacity only to the extent authorized by the MoP.

## **Article 3**

### **Premises**

1. The Government shall arrange for the Secretariat to be provided with suitable Headquarters, free of charge, in Saint-Denis, Réunion Island, France.
2. The Competent Authorities shall arrange for the Headquarters to be supplied with the public services needed for its proper functioning, such as electricity, water, sewerage, gas, post, telephone and Internet access, drainage, road maintenance and fire protection.
3. The Headquarters shall be inviolable and shall be under the full authority of the Secretariat.
4. The Government shall ensure the protection of the Headquarters.
5. Where any premises in the territory of the French Republic other than the Headquarters are used or occupied by the Secretariat for the performance of its Official Activities, such premises shall, with the concurrence of the Government, be accorded the same status, and afforded the same protections, as the Headquarters. The Secretariat shall consult the Government on any plan to change the location or extent of its Headquarters, and on any temporary occupation of premises for the performance of its Official Activities.

6. The Secretariat shall not permit its Headquarters to become a refuge for persons sought on the grounds of a court ruling, legal proceedings, an international arrest warrant or a deportation order issued by the Competent Authorities.
7. The Competent Authorities may enter the Headquarters to carry out their duties only with the consent of the Executive Secretary and under the conditions agreed with the latter. The Executive Secretary's consent shall be deemed to have been given in the case of fire or other emergencies requiring immediate protective action.

#### **Article 4**

##### **Immunities of the Secretariat**

1. Unless otherwise stated in this Agreement, the activities of the Secretariat in Réunion Island shall be governed by the laws and regulations of the French Republic.
2. Within the scope of its Official Activities, the Secretariat and its property and assets shall have immunity from suit and other legal process, except:
  - a) to the extent that the MoP expressly waives such immunity in a particular case;
  - b) in respect of any contract for the supply of equipment or services and any loan or other transaction for the provision of finance and any guarantee or indemnity in respect of any such transaction or of any other financial transaction;
  - c) in respect of any civil action by a third party for death, damage or personal injury arising from an accident caused by a motor vehicle belonging to, or operated on behalf of, the Secretariat;
  - d) in respect of a motor vehicle offence involving a motor vehicle belonging to, or operated on behalf of, the Secretariat;
  - e) in the event of the attachment, pursuant to the final order of a court of law, of the salaries, wages or other emoluments owed by the Secretariat to a Staff Member or to an Expert;
  - f) in respect of any counter-claim directly connected with proceedings initiated by the Secretariat;
  - g) in respect of the enforcement of an arbitration award made under Article 22 of this Agreement.
3. The Secretariat's property, premises and assets, wherever situated and whoever their holder, shall be exempt from any form of restrictions or controls, such as searches, requisition, confiscation, expropriation or any other form of administrative, judicial or legislative constraint, provided that motor vehicles belonging to, or operated on behalf of, the Secretariat shall not be exempt from administrative

or judicial obligations when these are temporarily necessary for the prevention of, and investigation into, accidents involving such motor vehicles. These immunities shall be applicable provided the property, premises and assets in question are managed by the Secretariat and used for its Official Activities.

#### **Article 5**

##### **Archives**

The Archives of the Secretariat and, more generally, all official documents belonging to it or held by it in any form shall be inviolable, wherever they are.

#### **Article 6**

##### **Exemption from direct taxes**

Within the scope of its Official Activities, the Secretariat, its property, premises and assets, and its income, including contributions made by SIOFA Parties and Cooperating non-Contracting Parties, shall be exempt from all direct taxes including income tax, capital gains tax and corporation tax. The Secretariat shall pay taxes for services rendered, however.

#### **Article 7**

##### **Exemption from customs duties, indirect taxes and sales taxes**

1. The Secretariat shall pay, in accordance with ordinary law, the indirect taxes that are included in the price of goods sold or services rendered. However, the goods, funds and assets, vehicles and items intended for use in the Official Activities of the Secretariat shall be exempt from all indirect taxes, all customs duties and other indirect duties, and all prohibitions and restrictions on imports or exports, except when these duties represent the fee for a service rendered.
2. The Secretariat shall be exempt from sales tax or value added tax (VAT) on goods, including publications and other information documents, vehicles and items intended for official representation purposes, even if sales tax or VAT is normally owed by the seller.

#### **Article 8**

##### **Exemption from restrictions and prohibitions**

Goods imported or exported for the Official Activities of the Secretariat shall be exempt from the prohibitions and restrictions applicable to such goods on grounds of national origin.

#### **Article 9**

##### **Resale**

Goods which have been acquired or imported by the Secretariat to which exemptions under Article 7 of

this Agreement apply and goods acquired or imported by the Executive Secretary under Article 14 of this Agreement shall not be given away, sold, lent, hired out or otherwise disposed of, except under conditions approved in advance by the Government.

**Article 10**  
**Currency and exchange**

The Secretariat shall be exempt from currency and exchange restrictions, including those in respect of funds, currency and securities received, acquired, held or disposed of. The Secretariat may also operate bank or other accounts for its official use in any currency, and may transfer money freely within France or to any other country.

**Article 11**  
**Communications**

1. With regard to its official communications and the transfer of all its documents, the Government shall grant the Secretariat treatment at least as favorable as that generally granted to other governments, including their diplomatic missions.
2. The Secretariat may employ all appropriate means of communication, including coded, encrypted and electronic messages. The Government shall not impose any restriction on the official communications of the Secretariat or the circulation of its publications.
3. Official correspondence and other official communications of the Secretariat shall be inviolable and cannot be subject to any form of censorship by the Government.
4. This Article cannot by any means be interpreted as an obstacle to the adoption of appropriate security measures by the Government.

**Article 12**  
**Publications**

The importation and exportation of the Secretariat's publications, and other information material imported or exported by the Secretariat within the scope of its Official Activities, shall not be prohibited or restricted in any way.

**Article 13**  
**Representatives attending meetings convened by the Secretariat**

1. The Government shall grant Representatives, during the exercise of their functions in the French Republic and during their journeys in the French Republic to or from meetings convened by the

Secretariat or otherwise under the auspices of SIOFA, the following privileges and immunities:

- a) immunity from legal process, except in the case of a serious offence;
  - b) inviolability of personal baggage, except in the case of a serious offence;
  - c) inviolability of residences occupied in the French Republic during the course of their functions;
  - d) immunity, even beyond the end of their mission, from legal process and execution in respect of acts carried out by them in the exercise of their official functions, including words written or spoken; this immunity shall not, however, apply in the case of civil or administrative proceedings arising out of death, injury or damage caused by a motor vehicle belonging to or driven by them;
  - e) inviolability of all their papers and documents relating to Official Activities and in their possession;
  - f) exemption, unless this is not possible on grounds of public order, from all restrictive measures relating to immigration and all procedures for the registration of foreign nationals;
  - g) exemption from currency and exchange restrictions under the same conditions as those granted to a representative of a foreign government on a temporary official mission to France on behalf of that government;
  - h) the same facilities in relation to inspection of their personal baggage as those granted to diplomatic agents;
  - i) the right to send and receive correspondence and other written documents of any kind by courier or in sealed bags;
  - j) the same exemption from income tax as is granted to diplomatic agents in the French Republic;
  - k) in times of international crisis, similar repatriation facilities as those granted to diplomatic agents.
2. The provisions of the preceding paragraph shall be applicable irrespective of the relations between the governments represented by the persons mentioned and the Government, and without prejudice to any additional immunities to which such persons may be entitled.
  3. In order to help the Government implement the provisions of this Article, the Executive Secretary shall inform the Government of the names of Representatives prior to their arrival in French territory.
  4. The privileges and immunities described in paragraph 1 of this Article shall not be granted to any representative of the Government, or to any citizen or permanent resident of the French Republic. In the event that the payment of a tax is dependent on the residence of the taxpayer, the periods during which

Representatives are in French territory for the exercise of their functions shall not be considered periods of residence.

5. The Government shall treat Representatives with all due respect and shall take all necessary measures to prevent encroachment on their person, freedom and dignity. Where it appears that an offence may have been committed against a Representative, steps shall be taken in accordance with French laws and regulations to investigate the matter and to enable the prosecution of the alleged offender.

**Article 14**  
**Executive Secretary**

In addition to the privileges, immunities, exemptions and facilities provided for in paragraph 1 of Article 15 of this Agreement, the Executive Secretary, unless he or she is a citizen or permanent resident of the French Republic, shall, along with his or her spouse and dependent children, enjoy the privileges, immunities, exemptions and facilities to which a diplomatic agent in the French Republic is usually entitled. In the event that the payment of a tax is dependent on the residence of the taxpayer, the periods during which the Executive Secretary is in French territory for the exercise of his or her functions shall not be considered periods of residence.

**Article 15**  
**Staff Members**

1. Staff Members, other than Staff Members that are citizens or permanent residents of the French Republic:
  - a) shall have, even after the termination of their service with the Secretariat, immunity from legal process in respect of acts carried out by them in the exercise of their official functions, including words written or spoken; this immunity shall not, however, apply in the case of a motor vehicle offence committed by a Staff Member, or in the case of civil or administrative proceedings arising out of death, injury or damage caused by a motor vehicle belonging to or driven by a Staff Member;
  - b) shall, along with their spouse and their children living in their household, be exempt from any form of mandatory service;
  - c) shall be exempt from laws and regulations relating to the registration of foreign nationals and restrictive measures relating to immigration. The spouse and dependent children of Staff Members shall enjoy the same exemptions;
  - d) shall be accorded the same exemption from currency and exchange restrictions as is accorded to diplomatic agents;



- e) shall have the right to import their furniture and personal effects free of duty when first taking up their post and be exempt from all customs duties and other such duties with respect to the import of furniture and personal effects, including motor vehicles which they own and which they bought under the conditions of the internal market of their last state of residence or their state of origin; such goods must be imported within six (6) months of the Staff Member's first entry into France but, in exceptional circumstances, an extension of this period to fifteen (15) months may be granted by the relevant departments of the Government; goods imported by Staff Members and to which the exemptions under this sub-paragraph apply shall not be given away, sold, lent, hired out, or otherwise disposed of, except under conditions approved in advance by the Government; Staff Members who leave France on the termination of their official functions may export their furniture and personal effects, including motor vehicles, free of duty;
  - f) shall be exempt from all taxes on income received from the Secretariat, although such income will be taken into account for the purpose of assessing the amount of taxation to be applied to income from other sources;
  - g) shall, in times of international crisis, together with their spouse and other dependent relatives, have repatriation facilities similar to those granted to a diplomatic agent.
2. The privileges and immunities described in sub-paragraph (a) of paragraph 1 of this Article shall also be accorded to any Staff Member who is a citizen or permanent resident of the French Republic.

## **Article 16**

### **Experts**

1. Experts other than experts that are citizens or permanent residents of the French Republic shall enjoy the following privileges and immunities in the exercise of their functions in France and while travelling in the exercise of their functions:
- a) immunity from legal process in respect of acts carried out in the exercise of their official functions, including words written or spoken. This immunity shall not, however, apply in the case of a motor vehicle offence committed by an Expert, or in the case of civil or administrative proceedings arising out of death, injury or damage caused by a motor vehicle belonging to or driven by an Expert;
  - b) inviolability of all their papers and documents relating to Official Activities and in their possession;
  - c) the same exemption from all currency and exchange restrictions as is granted to a representative of a foreign government on a temporary official mission to France on behalf of that government;
  - d) immunity from legal process and inviolability of their personal baggage, except in the case of a

serious offence.

2. The privileges and immunities described in sub-paragraphs a) and b) of paragraph 1 of this article shall also be accorded to any expert who is a citizen or permanent resident of the French Republic.

#### **Article 17**

##### **Visas**

The Government shall facilitate the entry to, stay in and exit from France of the persons mentioned in Articles 13, 14, 15 and 16 of this Agreement, for the purposes of their functions in connection with Official Activities. Visas, where required, shall be granted free of charge and as quickly as possible, on presentation of a document certifying that the applicant belongs to one of the categories mentioned in this paragraph.

#### **Article 18**

##### **Purpose of the privileges and immunities provided for in this Agreement**

1. The privileges and immunities accorded under this Agreement shall be granted solely to ensure, in all circumstances, the complete independence of the persons to whom they apply in the exercise of their functions, and the unhindered functioning of the Secretariat. They are not granted for the personal benefit of the individuals themselves.
2. The Executive Secretary shall, after consultation with the MoP waive immunities of Staff Members or Experts, other than his or her own and those of his or her spouse and dependent children, when he or she considers that they would impede the course of justice and when they can be waived without prejudice to the purpose for which they are granted. The MoP may waive the immunities of the Executive Secretary and those of his or her spouse and dependent children in similar circumstances.
3. The privileges and immunities of Representatives may be waived by the SIOFA Party or Cooperating non-Contracting Party they respectively represent where, in the opinion of that SIOFA Party or Cooperating non-Contracting Party, the privileges and immunities would impede the course of justice and can be waived without prejudice to the purpose for which they were granted.
4. Should a SIOFA Party or Cooperating non-Contracting Party refuse to waive the privileges and immunities of its Representative, the Executive Secretary shall make the strongest efforts to resolve the matter fairly between the SIOFA Party or Cooperating non-Contracting Party and the Government. Should the Executive Secretary refuse to waive the privileges and immunities of a Staff Member or Expert, the MoP shall make the strongest efforts to resolve the matter fairly. In either case, the solution may include an arbitration procedure, provided the Parties to this Agreement give their approval.

#### **Article 19**

## **Cooperation**

The Secretariat shall cooperate fully at all times with the Competent Authorities in order to facilitate the proper administration of justice, secure the observance of police regulations and prevent any abuse of the privileges, immunities and facilities provided for in this Agreement. The Government reserves its sovereign right to take reasonable measures to preserve the security of France and public order. Nothing in this Agreement prevents the application of the laws and regulations of the French Republic regarding health and quarantine or, as regards the Secretariat and Staff Members, the application of the laws and regulations on public order.

## **Article 20 Consultations**

The Government and the Secretariat shall consult at the request of either of them on matters arising under this Agreement.

## **Article 21 Amendment**

This Agreement may be amended by written agreement between the Government and the Secretariat, subject to the approval of the MoP.

## **Article 22 Settlement of disputes**

Any dispute between the Government and the Secretariat concerning the interpretation or application of this Agreement and any amending agreements shall, unless settled by consultation, negotiation or any other means of mutually acceptable amicable settlement, be referred to an arbitral tribunal for a final decision. The Secretariat may not submit a dispute to arbitration without the prior approval of the MoP. This tribunal shall be composed of three arbitrators, one designated by the Executive Secretary, a second designated by the French Minister of Foreign Affairs, and a third jointly chosen by the Executive Secretary and the French Minister of Foreign Affairs or, if they cannot agree on a choice, by the Director-General of the United Nations Food and Agriculture Organization shall make the necessary appointment.

## **Article 23 Entry into force and termination**

1. This Agreement, as well as any amending agreement, shall be approved by the Government and the Secretariat, with the Secretariat acting only in accordance with a decision of the MoP. Each Party shall notify each other, in writing, of its approval of the Agreement which shall enter into force on the first

day of the second month after the day on which the second notification is received.

2. This Agreement is concluded for an unlimited period of time.
3. This Agreement may be terminated by a joint written decision of the Government and the Secretariat. In resolving to terminate this Agreement, the Secretariat may only act in accordance with a decision of the MoP. Should the Headquarters be moved from the territory of the French Republic, this Agreement shall be terminated, after a period reasonably required for such a transfer and the disposal of the property of the Secretariat in France. In either event, the date on which the Agreement terminates shall be confirmed in writing between the Government and the Secretariat.

Done on 8 July 2016 at Saint-Denis de La Réunion, in two originals, each in the French and English languages, both texts being equally authentic.

On Behalf of the Government of the French  
Republic

The Prefect of La Réunion



Dominique SORAIN

On Behalf of the Southern Indian Ocean  
Fisheries Agreement

The Interim Secretary of the Southern Indian  
Ocean Agreement



Orlando FACHADA