

HEADQUARTERS AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE INTERNATIONAL CENTER FOR LIVING AQUATIC RESOURCES MANAGEMENT

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WHEREAS, the International Center for Living Aquatic Resources Management, hereinafter referred to as "ICLARM," was established on 03 November 1976 in the Republic of the Philippines as a private, non-stock, philanthropic and non-profit corporation for the purpose of operating and maintaining a center on international aquatic resources management and addressing critical research issues in this field;

WHEREAS, on 20 May 1992, ICLARM became one of the international research centers supported by the Consultative Group on International Agricultural Research (CGIAR), an informal association of national governments, international organizations and private institutions co-sponsored by the World Bank, the Food and Agricultural Organization (FAO), and the United Nations Development Programme (UNDP);

WHEREAS, in pursuit of cooperative linkages, ICLARM entered into agreements with countries under which rights and privileges were granted to facilitate collaborative research and training activities;

WHEREAS, by virtue of the "Agreement to Constitute the International Center for Living Aquatic Resources Management (ICLARM) as an International Organization," signed on 22 April 1993 in Manila, by the representatives of Denmark, Malawi, the Philippines and Vietnam, ICLARM now enjoys the status of an organization with international juridical personality;

WHEREAS, it is appropriate to formalize an agreement allowing ICLARM to establish its headquarters in the Philippines and setting the conditions, facilities, privileges and immunities which the Government of the Philippines shall accord to ICLARM for its proper operation;

NOW THEREFORE, the Government of the Republic of the Philippines and ICLARM have agreed as follows:

ARTICLE I

DEFINITION OF TERMS

1. For purposes of this Agreement, the following words, unless otherwise specifically provided, shall mean:

(a) Government - the Government of the Republic of the Philippines;

(b) ICLARM - the International Center for Living Aquatic Resources Management;

(c) Director-General - the principal executive head of ICLARM and, during his /her absence or incapacity, the officer authorized to act for and in his /her behalf;

(d) Laws of the Republic of the Philippines - the Constitution of the Philippines, legislative acts, judicial and quasi-judicial decisions, local government ordinances and other government regulations and orders;

(e) Headquarters Seat -

(i) Temporary offices currently occupied by ICLARM in the Philippines as have been or may be agreed upon

by the Parties to this Agreement; and

(ii) Land and buildings erected thereon and future additional land and/or buildings which may be agreed upon by the Parties to this Agreement.

(f) Trustee - a member of the Board of Trustees of ICLARM and unless otherwise specified, his alternate;

(g) Officials - the Director-General, Deputy Director General and those considered officials of ICLARM in accordance with its Charter;

(h) Staff of ICLARM - all duly appointed members of the senior technical and administrative staff of ICLARM in the Philippines;

(i) Dependents - the spouse and unmarried minor children of a person entitled to benefits under this Agreement;

(j) Consultants - technical experts whose services are contracted by ICLARM for its projects;

(k) Scholars - trainees, fellows, scientists and other recipients of study or training grants awarded by ICLARM

ARTICLE II

JURIDICAL PERSONALITY

1. ICLARM shall possess full juridical personality and capacity.

ARTICLE III

THE HEADQUARTERS SEAT

1. The principal office of ICLARM shall be in the Headquarters Seat and shall not be removed therefrom unless ICLARM and the Government should so decide.

2. The Government shall not dispose of all or any part of the Headquarters Seat without the consent of ICLARM.

3. ICLARM shall be responsible for the operation, maintenance and support of the Headquarters Seat.

4. The Laws of the Republic of the Philippines shall apply within the Headquarters Seat, and the courts of the Republic of the Philippines shall have jurisdiction over acts done in the Headquarters Seat except as otherwise provided in this or subsequent Agreements between the Government and ICLARM.

ARTICLE IV

IMMUNITIES AND PRIVILEGES

A. Purpose of Immunities

1. The privileges and immunities provided for by this Agreement are not intended for the personal benefit of the officials of ICLARM. They are accorded to ensure in all circumstances the free operation of ICLARM and the complete freedom of its trustees, officials and internationally recruited consultants.

2. The Director General of ICLARM shall have the right and duty to waive the immunity of any official whenever, in his opinion, the immunity would impede the normal course of justice and can be waived without prejudice to the purpose for which the immunities have been granted.

B. Immunity from Legal Process

1. ICLARM shall enjoy immunity from any penal, civil and administrative proceedings, except insofar as that immunity has been expressly waived by the Director-General of ICLARM or his authorized representative.

2. The members of the Board of Trustees, officials, staff, and consultants of ICLARM shall enjoy immunity from legal process, including arrest and detention, in respect of words spoken or written and acts performed by them in their official capacity, except where such immunity is waived by ICLARM. This provision will not relieve any person from liability for any damage arising from any criminal act, gross negligence or fraudulent act.

C. Taxation and Customs

1. The provisions of existing laws or ordinances to the contrary notwithstanding, ICLARM, or its successors, shall be exempt from all taxes. This exemption shall extend to goods imported by ICLARM intended for its official use.

2. All gifts, bequests, donations and contributions which may be received by ICLARM from any source whatsoever, or which may be granted by ICLARM to any individual or non-profit organization for educational or scientific purposes, shall be exempt from the payment of the taxes. All gifts, contributions and donations to ICLARM shall be considered : allowable deductions for purposes of determining the income tax of the donor.

3. Non-Filipino citizens serving on the Staff of ICLARM shall be exempt from the payment of income tax on salaries and stipends in foreign currency received solely and by reason of service rendered to ICLARM.

4. ICLARM shall be exempt from the payment of all customs duties and related levies of any kind, except charges for storage, transport and services supplied.

5. ICLARM shall also be exempt from prohibitions and restrictions on the import or export of articles intended for its official use. However, live forms or tissues for use in scientific or research purposes shall be subject to the usual quarantine requirements and clearances from the proper authorities prior to importation or exportation.

6. Non-Filipino citizens serving on the Staff of ICLARM shall have the right to import, free of duty, their furniture and other personal effects when moving to the Philippines to take up their duties, their right remaining valid for one year from the date on which they have definitely taken up their duties.

D. Communications

1. ICLARM shall enjoy, for its official communications, treatment not less favorable than that accorded to other comparable international institutions with headquarters in the Philippines.

2. ICLARM shall have the right to use codes for its official communications.

3. Correspondence and other official communications of ICLARM shall be immune from censorship.

4. The import and export of ICLARM's publications and those intended for it shall not be subject to restrictions.

E. Freedom of Action

1. The Government shall take appropriate measures to facilitate the entry into, sojourn in and departure from Philippine territory of ICLARM's Board of Trustees, Officials, Staff, Consultants, and their dependents and ICLARM's scholars.

2. ICLARM, its Board of Trustees, Director-General, Officials and consultants performing missions for ICLARM shall enjoy full freedom of meeting, discussion and decision.

3. Visas which may be required from persons referred to in this Article and Section shall be exempt from the formalities provided for by Philippine laws and regulations with respect to the registration of aliens, residence permits, and working permits, provided they are not gainfully employed in the Philippines in any other capacity.

ARTICLE V

INTERPRETATION AND APPLICATION

1. This Agreement shall be interpreted in the light of its fundamental objective to enable ICLARM fully and effectively to perform its responsibilities and fulfill its purposes.

ARTICLE VI

FINAL PROVISIONS

1. ICLARM and all persons enjoying the immunities, privileges, exemptions and facilities under this Agreement shall co-operate at all times with the appropriate authorities of the Government to facilitate the proper administration of justice and secure the observance of the laws of the Republic of the Philippines.

2. This Agreement may be revised at the request of either party. In this event the two parties shall consult with each other concerning the revisions to be made in its provisions.

3. The Government and ICLARM may enter into such supplementary agreements as may be necessary within the scope of this Agreement.

4. This Agreement shall enter into force on the date on which the Government, after having completed its legal requirements, communicates its concurrence to ICLARM, through the Department of Foreign Affairs. The Agreement will remain in force for an indefinite period, but may be terminated by either party through written notice given one year in advance.

IN WITNESS WHEREOF, the representatives duly authorized therefor, have signed the Agreement this 28th day of November 1995 at Pasay City, Philippines.

For the Government of the
Republic of the Philippines

For the International Center
for Living Aquatic Resources
Management (ICLARM)

(Sgd.)

DOMINGO L. SIAZON, JR.

(Sgd.)

MERYL J. WILLIAMS

Secretary of Foreign Affairs

Director General

WHEREAS the Agreement to Constitute the International Center for Living Aquatic Resources Management was done at Manila on the twenty-second day of April, One thousand nine hundred and ninety-three (the Agreement); and

WHEREAS Australia may, pursuant to Article 3(i), accede to the Agreement:

THE GOVERNMENT OF AUSTRALIA, having considered the said Agreement, hereby ACCEDES to the Agreement, for and on behalf of Australia.

IN WITNESS WHEREOF, I, GARETH JOHN EVANS, Minister for Foreign Affairs, have hereunto set my hand

and affixed my seal.

DONE at this day of November, One thousand nine hundred and ninety-five.

(Sgd.)

Minister for Foreign Affairs of Australia

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