

LAP18-22.1

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cm, Gauche



HEADQUARTERS AGREEMENT

BETWEEN

THE INTERNATIONAL ORGANIZATION FOR MARINE AIDS TO
NAVIGATION (IALA)

AND

THE GOVERNMENT OF THE FRENCH REPUBLIC

THE INTERNATIONAL ORGANIZATION FOR MARINE AIDS TO NAVIGATION AND THE
GOVERNMENT OF THE FRENCH REPUBLIC ; (REPEAT TITLE ON FRONT PAGE)

HAVING REGARD to the Convention on the International Organization for Marine Aids to Navigation;

DESIRING to define the privileges and immunities in the territory of the French Republic for the Organization itself and for its Staff Members carrying out their activities in that territory;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 Definitions

For the purposes of this Headquarters Agreement:

- a) "Convention" means the Convention on the International Organization for Marine Aids to Navigation;
- b) "Organization" means the International Organization for Marine Aids to Navigation (IALA);
- c) "Government" means the Government of the French Republic;
- d) "Contracting Party" means a State for which the Convention has entered into force;
- e) "Representatives" means the representatives of Contracting Parties;
- f) "Staff Members" means the Secretary General and other staff members notified to the Government under Article 19 and recruited by the Organization who are employed exclusively by it, paid by it, and subject to the Organization's Staff Rules ;
- g) "Official Activities" means the activities carried out by the Organization within the framework of its aim and functions as set out in the Convention;
- h) "Archives" means all documents belonging to or held by the Organization ~~such as~~ including, but not limited to records, correspondence, manuscripts, photographs, films and recordings;
- i) "Premises" means the buildings and parts of buildings, acquired or leased by the Organization, and occupied by it for the sole purpose of exercising its Official Activities;
- j) "Secretary General" means the Secretary General of the Organization as appointed by the Council of the Organization from time to time.

ARTICLE 2 Archives

The archives of the Organization shall be inviolable wherever located.

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ARTICLE 3 Premises

- 1) The Premises of the Organization shall be inviolable. Government officials or employees shall enter those Premises to carry out their official duties only with the consent of the Secretary General, or at his request, and on terms approved by him. Such consent shall be deemed to have been given in cases where an emergency renders intervention by the French security staff or fire-fighting forces necessary and urgent. The provisions of this paragraph shall not apply to representatives of the Government in its capacity as a Contracting Party.
- 2) The Organization shall not allow its Premises to be used as a place of refuge by any person wanted in connection with the enforcement of a judicial decision against him or for "flagrant *délit*", or by any person against whom a judicial warrant or expulsion order has been issued by the French Authorities.
- 3) The Organization shall exercise supervision and control of its Premises. The Government shall take the security measures necessary for the protection of the Premises of the Organization and the maintenance of public order in the immediate vicinity thereof.
- 4) The Government undertakes to assist the Organization in the acquisition or renting of premises at such time as they may be needed.
- 5) The Government shall do its utmost to ensure that the Premises of the Organization are supplied with the necessary public services, including electricity, water, sewerage, gas, post, telephone, telegraph, drainage, collection of refuse and fire protection, and that such public services are supplied on reasonable terms.

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ARTICLE 4 Flag and Emblem

The Organization shall be entitled to display its flag and emblem on the Premises and means of transport of the Organization and of the Secretary General.

ARTICLE 5 Immunity from Jurisdiction and Execution

1) In the exercise of its Official Activities the Organization shall have immunity from jurisdiction and immunity from execution, except in the following cases:

- a) where the Secretary General expressly waives such immunity from jurisdiction or immunity from execution in a particular case;
- b) where a civil action is brought by a third party for damages resulting from an accident caused by a motor vehicle or any other means of transport belonging to or operated on behalf of the Organization, or in respect of a traffic offence involving such a vehicle;
- c) for the attachment, pursuant to a jurisdictional judgement, of the salaries and emoluments owed by the Organization to a Staff Member;
- d) in respect of a counter-claim directly connected with proceedings initiated by

the Organization;

2) The corporeal and incorporeal property of the Organization, wherever located and by whomsoever held, shall be immune:

- a) from any form of requisition, confiscation and sequestration;
- b) from expropriation, except that real property may be expropriated for public purposes and subject to prompt payment of fair compensation;
- c) from any form of administrative or provisional judicial constraint, except insofar as may be temporarily necessary in connection with the prevention of and investigation into accidents involving motor vehicles or other means of transport belonging to or operated on behalf of the Organization.

ARTICLE 6 Exemption from Taxes

- 1) Within the scope of its Official Activities, the Organization, its assets, income and other property shall be exempt from all direct taxes.
- 2) Whenever the Organization makes major purchases of goods or services that are necessary for the performance of its Official Activities and whose price includes turnover taxes, the Government shall take the measures necessary for the remittance or reimbursement of those taxes.
- 3) These provisions shall not apply to the taxes, duties or any portion thereof paid as remuneration for services rendered.

ARTICLE 7 Exemption from Import and Export Duties and Taxes

- 1) The Organization shall be exempt from the customs duties and other taxes due by reason of importation or exportation of the materials necessary for the exercise of its Official Activities and from all prohibitions or restrictions on such import or export.
- 2) These provisions shall not apply to taxes, duties or charges paid as remuneration for services rendered.

ARTICLE 8 Exemption from Customs Duties and Taxes

The exemptions from customs duties and taxes provided for in Articles 6 and 7 of this Headquarters Agreement shall not apply to the purchasing and importing of goods intended for the personal use of Staff Members.

ARTICLE 9 Change in Intended Use of Goods

- 1) Goods acquired or imported may not be used for any purpose other than that for which the exemption was granted under Articles 6 and 7 of this Headquarters Agreement. They may not be sold, given away, leased out or otherwise used in France unless the customs duties and taxes to which they are normally subject are first paid.

- 2) The value of the item and the amount of the customs duties and taxes to be taken into consideration shall be those applying on the date on which the intended use of that item is changed.

ARTICLE 10 Funds, Currency and Securities

- 1) The Organization may receive and hold funds, and may have bank accounts in any currency; it may dispose freely thereof to meet its commitments.
- 2) The Organization may also receive and hold and freely dispose of transferable securities, subject to national legislation in force, notably with regard to exchange controls.

ARTICLE 11 Communications and Publications

- 1) With regard to its official communications and the distribution of all its documents, the Organization shall enjoy treatment not less favourable than that generally accorded in France to equivalent intergovernmental organizations in the matter of priorities, rates and taxes on mail and all forms of telecommunications. In this respect, the Government shall have regard to the particular needs of the Organization for telecommunications.
- 2) The Organization may employ all appropriate means of communication, including messages in code or cypher. The Government shall not impose any restrictions on the official communications of the Organization or on the circulation of its publications.

ARTICLE 12 Representatives of Parties

- 1) Representatives of the Contracting Parties shall enjoy, while performing their functions in relation to the work of the Organization and in the course of their journeys to and from their place of work, the following privileges and immunities:
 - a) immunity from arrest and detention, except in the case of crime or "flagrant délit";
 - b) immunity from jurisdiction, even after the end of their mission, in respect of acts, including words written or spoken, done by them in the exercise of their functions and strictly within the limits of their duties. This immunity shall not, however, apply in the case of a motor traffic offence committed by such persons nor in the case of an action for damages resulting from an accident caused by a vehicle belonging to or driven by them;
 - c) inviolability for all documents relating to the Official Activities of the Organization and held by them;
 - d) exemption, unless for reasons of public order this is not possible, for themselves, their spouse or partner and their dependent children forming part of their household, from all measures restricting entry to France for the purpose of meetings convened by the Organization, from charges for visas and from

registration formalities for the purpose of immigration control;

- e) the same treatment in the matter of currency and exchange control as is accorded to diplomatic agents;
- f) the representatives of the Contracting Parties shall also enjoy the same customs facilities in the matter of personal luggage as is accorded to representatives of foreign governments on temporary mission in France.

2) The above provisions shall apply without prejudice to any special immunities to which the persons referred to may be entitled.

3) Privileges and immunities are not accorded to representatives for their personal advantage but in order to ensure complete independence for the exercise of their functions in connection with the Organization. Any government may waive the immunity accorded to any of its subjects, being a representative, where in that government's opinion the immunity would impede the course of justice and where it can be waived without prejudicing the purposes for which it was accorded.

4) In order to help the Government to implement this Article, the Organization shall inform it of the names of representatives in advance of their arrival in France.

ARTICLE 13 Staff Members

1) The Staff Members of the Organization shall enjoy the following privileges and immunities:

- a) immunity from jurisdiction, even after they have left the service of the Organization, in respect of acts, including words written or spoken, done by them in the exercise of their functions and strictly within the limits of their duties for the Organization. This immunity shall not, however, apply in the case of a motor traffic offence committed by such persons nor in the case of an action for damages resulting from an accident caused by a vehicle belonging to or driven by them;
- b) exemption for themselves, their spouse **or partner** and their children forming part of their household, in respect of French national service obligations;
- c) inviolability for all documents relating to the Official Activities of the Organization and held by them;
- d) exemption, unless for reasons of public order this is not possible, for themselves, their spouse **or partner** and the members of their family forming part of their household, from all measures restricting immigration, from charges for visas and from registration formalities for the purpose of immigration control;
- e) the same facilities as to repatriation, for themselves, their spouse **and partner**, and the members of their family forming part of their household, as enjoyed by diplomatic agents in time of international crisis;
- f) the right to import free of duty their furniture and personal effects at the time of first

taking up residence in French territory and, at the time of the cessation of their service in that territory, the right to export free of duty their furniture and personal effects with the exception of those items barred from export;

- g) the right to import or acquire in France a private motor vehicle for their personal use, free of duties and taxes;
- h) the same treatment in the matter of currency and exchange control as accorded to diplomatic agents.

2) The items referred to in sub-paragraphs f) and g) of the preceding paragraph may not be lent, assigned or hired out without prior agreement by the Government.

3) According to the conditions approved by the Organization the Staff Members shall pay to the Organization an effective internal tax on the salaries, emoluments and allowances paid by the Organization. From the date on which that internal tax is applied, the said salaries, emoluments and allowances shall be exempt from tax on income. This exemption shall not apply to annuities and pensions paid by the Organization. The Government may take account of the above-mentioned salaries, emoluments and allowances when calculating the amount of tax to be levied on income from other sources.

4) Each year the Organization shall distribute to each Staff Member a statement indicating the amount paid to him by the Organization over the past year as salary, emoluments and allowances.

ARTICLE 14 Social Security

In the event of the Organization establishing its own social-insurance scheme or joining a scheme run by another organization, it would be exempt, together with its Secretary General and other Staff Members, from any compulsory membership of the French social security system, under conditions to be specified in a prior agreement with the Government.

ARTICLE 15 The Secretary General

In addition to the privileges and immunities provided for Staff Members under Article 13, the Secretary General shall enjoy the privileges and immunities accorded to diplomatic agents of comparable rank.

ARTICLE 16 Experts, ~~and Consultants~~ and Seconded Officers

Experts, ~~and consultants~~ and seconded officers, other than Staff Members, shall enjoy, in the exercise of their functions in connection with the Organization or in carrying out missions for the Organization, the following privileges and immunities to the extent that they are necessary for the carrying out of their functions, including during journeys made to carry out their functions and in the course of such missions:

- a) immunity from jurisdiction, even after they have left the service of the Organization, in respect of acts, including words written or spoken, done by them in the exercise of their functions and strictly within the limits of their duties. This immunity shall not, however,

apply in the case of a motor traffic offence committed by such persons nor in the case of an action for damages resulting from an accident caused by a vehicle belonging to or driven by them;

- b) inviolability for all documents relating to the Official Activities of the Organization and held by them;
- c) exemption, unless for reasons of public ~~policy~~ order this is not possible, from all measures restricting entry to France, from charges for visas and from registration formalities for the purpose of immigration control;
- d) the same treatment in the matter of currency and exchange control as is accorded to representatives of foreign governments on temporary official missions.

ARTICLE 17 Object of Privileges and Immunities - Waiver

- 1) The privileges and immunities accorded in this Headquarters Agreement to the Staff Members, experts, ~~and consultants~~ and seconded officers of the Organization are provided solely to ensure in all circumstances the unimpeded functioning of the Organization and the complete independence of the persons to whom they are accorded.
- 2) The Secretary General shall waive such immunities other than his own when he considers that they are preventing the proper administration of justice and when it is possible to dispense with them without prejudicing the interests of the Organization. The Council of the Organization may waive the immunities of the Secretary General on the same terms.

ARTICLE 18 Cooperation

The Organization shall cooperate at all times with the appropriate authorities in order to prevent any abuse of the privileges and immunities and facilities provided for in this Headquarters Agreement. The right of the Government to take the measures it deems necessary for the security of France and the maintenance of public order shall not be prejudiced by any provision in this Headquarters Agreement.

ARTICLE 19 Notification of Appointments - Special Cards

- 1) The Organization shall inform the Government when a Staff Member or expert or consultant or seconded officer takes up or relinquishes his duties. Furthermore, at least once a year, the Organization shall send to the Government a list of all the Staff Members, ~~and experts,~~ consultants and seconded officers of the Organization. It shall in each case indicate whether or not the individual concerned is a national of France or permanently resident in France.
- 2) The Government shall issue to all Staff Members, on notification of their appointment, a card bearing a photograph of the holder and identifying him as a Staff Member. For Staff Members who are neither French citizens nor permanent residents of France this card shall serve as a residence permit and as evidence of identity and status.

ARTICLE 20 Appeals Procedure for Disputes with Contractors

- 1) The Organization shall include in all written contracts to which it is party, other than those concluded in accordance with the Staff Regulations, and those in which it is agreed that the Secretary General will, pursuant to Article 5 1) a), waive the Organization's immunity from jurisdiction, an arbitration clause which shall provide that any dispute arising from the interpretation or execution of the contract may, at the request of either party, be submitted to private arbitration.
- 2) The decision taken upon completion of the arbitration shall be binding on the parties and the application thereof shall be governed by the rules in force in the State in whose territory the decision is applied.

ARTICLE 21 Appeals Procedure for Disputes with Staff Members

The Organization shall make suitable provision for the adjudication of disputes arising between the Organization and Staff Members or experts, ~~and consultants~~ and seconded officers in respect of their conditions of service. These measures shall provide for the possibility of appeal to an independent, external tribunal, duly constituted and conducted in accordance with generally recognized judicial principles.

ARTICLE 22 Settlement of Disputes between the Government and the Organization

Any difference of opinion dispute between the Organization and the Government concerning the interpretation or application of this Headquarters Agreement, if not settled by negotiation, shall be referred for a final and irrevocable decision to a committee of three judges, comprising :

- (a) an arbiter designated by the Government;
- (b) an arbiter designated by the Organization;
- (c) an arbiter designated by both parties by mutual agreement, or, should such agreement not be obtained, by the President of the International Court of Justice.

ARTICLE 23 French nationals, and Permanent residents of France

The Government shall not be obliged to grant nationals or permanent residents of France the privileges and immunities provided for in the following Articles:

- a) Article 12.1 a), b), d), e) and f);
- b) Article 13.1 b), d), e), f), g) and h);
- c) Article 15;
- d) Article 16 a), c) and d).

ARTICLE 24 Entry into Force

This Headquarters Agreement shall be approved, on the one hand, by the Government of the French Republic and, on the other hand, by the Organization. Each of the Parties shall notify to the other party its approval of the said Headquarters Agreement, which shall enter into force on the first day of the second month following the day on which the second notification is received and, at the earliest, on [.....].

ARTICLE 25 Amendments

This Headquarters Agreement may be amended at the request of either party hereto. To this end, both parties shall consult together on the appropriate amendments to be made to the provisions of this Headquarters agreement.

ARTICLE 26 Termination

This Agreement may be terminated by agreement between the Organization and the Government. If the headquarters of the Organization is moved from the territory of the French Republic, this Headquarters Agreement will cease to be in force after the period reasonably required for such transfer and the disposal of the property of the Organization in France.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Agreement.

Done at Paris, in two copies, thisday of 20xx in the English and French languages, both texts being equally authentic.

For the International Organization for Marine Aids to Navigation For the Government of the French Republic

(Signature)

(Signature)

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