

**HOST COUNTRY AGREEMENT
BETWEEN
THE REGIONAL SECRETARIAT OF THE CORAL TRIANGLE INITIATIVE ON
CORAL REEFS, FISHERIES AND FOOD SECURITY
AND
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
ON
PRIVILEGES AND IMMUNITIES**

The Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security and the Government of the Republic of Indonesia, hereinafter referred to individually as a “Party” and collectively as “the Parties”;

RECALLING the Coral Triangle Initiative Leader’s Declaration on Coral Reefs, Fisheries and Food Security, signed on 15 May 2009 in Manado, Indonesia, which, inter alia, emphasized the need to establish a Secretariat to service the ongoing Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security implementation process;

REFERRING to the Agreement on the Establishment of the Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security along with the regulations thereon signed on 28 October, 2011 in Jakarta, Indonesia;

HAVE AGREED AS FOLLOWS:

**Article 1
Definitions**

- a. “The Government” means the Government of the Republic of Indonesia;
- b. “The CTI-CFF” means the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security;
- c. “The Secretariat” means the Regional Secretariat of the CTI-CFF;

- d. "Agreement" means the Host Country Agreement between the Government of the Republic of Indonesia and the Secretariat of the CTI-CFF;
- e. "Rules of Procedure" means the Rules of Procedure governing the CTI COM and the CTI CSO and as amended or supplemented by the CTI COM from time to time;
- f. "CTI Partners" means any State, inter-governmental organization or non-governmental organization, including a private sector entity, who:
 - (a) Had been invited to be a CTI Partner at the initiation of the CTI-CFF; or
 - (b) Meet the criteria and goes through the established process to become a CTI Partner in the Rules of Procedure;
- g. "CTI Council of Ministers" (CTI COM) means the principal decision making body of the CTI CFF comprised of Ministers of the Parties of CTI-CFF having responsibility for CTI-CFF matters. The CTI COM has powers as set out in the Rules of Procedure;
- h. "Committee of Senior Officials" (CTI CSO) means the body of senior officials of the Parties of CTI-CFF with functions and powers to provide recommendations to CTI COM for decision and ensure implementation of these decisions through the CTI Regional Secretariat and Technical Working Groups as prescribed in the Rules of Procedures;
- i. "Executive Director" means the chief administrative officer of the Secretariat;
- j. "Deputy Executive Directors" means the two appointed Deputy Executive Directors leading the two main areas of work of the Secretariat on Corporate Services and Program Services respectively;
- k. "Professional Staff" means those staff whose primary responsibilities require the exercise of judgment and discretion in policy related matters;
- l. "Support Staff" means those staff who perform administrative and technical functions within the Secretariat and are appointed;
- m. "Staff of the Secretariat" means the Executive Director, two Deputy Executive Directors, which may include Professional Staff and Support Staff.

Article 2
Juridical Personality of the Secretariat

The Government recognize the juridical of the Secretariat in particular the capacity to:

- Enter into agreements;
- Conclude contracts;
- Acquire and dispose of movable and immovable property in accordance with the prevailing laws and regulations of the Republic of Indonesia; and
- Institute and be a party to legal proceedings.

Article 3
Establishment of the Secretariat

In accordance with article 2 of the Agreement on the Establishment of the Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security along with the regulations thereon signed on 28 October, 2011 in Jakarta, Indonesia, agreed to establish a Regional Secretariat for the CTI-CFF and that the Secretariat shall have its seat in the Republic of Indonesia. The premise of the Secretariat is located at Jl. AA Maramis Kayuwatu, Kairagi II, Manado, Sulawesi Utara, 95254, Indonesia.

Article 4
Responsibility of the Government

1. (a) The Government recognizes the right of the Secretariat to convene meetings within the premise, or subject to the approval of appropriate government authorities, convene meetings elsewhere in the Republic of Indonesia.
- (b) The Government recognizes the freedom of assembly, in the way of conducting the proceedings of full freedom in discussions and decision

making at meetings convened by the Secretariat in relation with its official functions.

2. With regard to the objectives and activities of the Secretariat in Indonesia, the Government recognizes the right of Secretariat to freely conduct activities in accordance with the prevailing laws and regulations of the Republic of Indonesia.
3. The Government shall not incur any international responsibility for acts, or omissions of the Secretariat or of its acting within the scope of their functions.

Article 5

Responsibilities of the Secretariat

The Secretariat shall be responsible for the following :

1. The maintenance of the allocated premises or office space as stipulated in Article 3 of this Agreement.
2. Cost for cleaning service, security service, electricity, telephone and water as well as for other public services.
3. Cost for maintenance and replacement, if necessary, of office equipment, repeated minor repairs, maintenance through service provider and general maintenance of the premises in a proper and appropriate conditions.
4. Providing insurance for the properties existing in the premises against man made disasters or natural disasters, emergency situations and accidents.

Article 6

Inviolability of the Secretariat

1. The Government recognizes the inviolability of the Secretariat, which shall be under the control and authority of CTI COM and CTI CSO.
2. The Secretariat shall have the power to make internal arrangements for the full and independent exercise of its functions as governed in Article 5 of the Agreement on the Establishment of the Regional Secretariat of the CTI-CFF.

3. No officer nor official of the Government, or other person exercising any public authority within the Republic of Indonesia, shall enter the Secretariat to perform any duties therein except with the consent of, and under conditions approved by the Executive Director.
4. The Secretariat shall not permit the premises to be used as a refuge for avoiding arrest or performing any act in violation of the laws and regulations of the Republic of Indonesia.
5. The Government reserves the right to enter the premises without prior consent in the event of natural calamities and emergencies.
6. Point (2) of this Article shall not prevent the application of fire protection or occupational health and safety or sanitary regulations of the appropriate Government authorities.
7. Except as otherwise provided in this Agreement, and subject to any regulations enacted under point (2) of this article, the laws and regulations of the Republic of Indonesia shall apply within the office.
8. Except as otherwise provided in this Agreement, the courts or other appropriate organs of the Republic of Indonesia shall have jurisdiction, as provided in applicable laws, over acts done and transactions taking place in the Secretariat.

Article 7

Public Utilities in the Secretariat

1. The Executive Director shall, upon request, make suitable arrangements to enable duly authorized representatives of the appropriate public utility bodies to inspect, repair, maintain, reconstruct and relocate services within the premises under conditions which shall not unreasonably disturb the carrying out of the functions of the Secretariat.
2. Where appropriate the government authorities or bodies under their control provide public utilities, the Secretariat shall be supplied at the prevailing tariff rates accorded to the Indonesian administration.

Article 8

Protection of the Secretariat

1. The appropriate government authorities shall take such measures as may be practicable to ensure the security of the Secretariat in accordance with the prevailing laws and regulations of the Republic of Indonesia.
2. Upon request by the Executive Director, the appropriate government authorities shall provide for the preservation of law and order in the premises of the Secretariat.

Article 9

Notification of Appointments

1. The Executive Director shall specify the categories of Staff of the Secretariat to which the provisions of this Agreement apply. These categories and the names of the persons shall be communicated to the appropriate authorities of the Government from time to time.
2. In the absence of the Executive Director, the Deputy Executive Director formally authorized to act on behalf of the Executive Director shall be so recognized by the Government.

Article 10

Purchases by the Secretariat

1. Within the scope of its official activities, the Secretariat may purchase movable and immovable goods or properties including vehicles, materials and services from sources external to and within the Republic of Indonesia.
2. The Secretariat recognizes the desirability of purchasing movable and immovable goods or properties including vehicles, materials and services within Indonesia where such goods, materials and services are competitively priced and meet its specifications; the Secretariat shall endeavor to ensure

that such locally available goods, materials and services are purchased in appropriate circumstances.

3. In accordance to the prevailing laws and regulations of the Republic of Indonesia, article imported or exported by the Secretariat for its official use may be exempted from tax and custom duties. It is understood, however, that articles imported under such exemptions will not be sold by the Secretariat within Indonesia except under conditions agreed upon by the Government and in accordance with the laws and regulations the Republic of Indonesia.
4. Article imported under the exemptions in this Article shall not be sold and transferred to any person in the Republic of Indonesia, except under such conditions agreed to by the Government.

Article 11

Tax Exemption

1. Subject to the prevailing tax laws and regulations of the Republic of Indonesia, the Staff of the Secretariat who do not possess the Indonesian nationality for the period of their assignment with CTI-CFF shall be exempted from:
 - (a) Customs duties on imports of their household and personal effects, including technical equipment within three months of his/her first arrival in Indonesia, provided that such articles to be re-exported from Indonesia at the time of the departure or within such period thereafter as may be agreed upon by the Government;
 - (b) Taxation on salary, emoluments and monies paid by the Secretariat in connection with their services with the Secretariat;
 - (c) Taxes and duties, except value added tax and sales tax on luxurious goods provided on paragraph 2, on the purchases in the Republic of Indonesia of one motor vehicle, provided that the period of assignment of the Staff of the Secretariat is at least 12 consecutive months.
2. While the Secretariat will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property,

which from part of the price to be paid, nevertheless when the Secretariat is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the Government shall, in accordance with the income tax laws and regulations of the Republic of Indonesia, make appropriate administrative arrangements conformed with the applicable Value Added Tax regulation for the remission or return of the amount of duty of tax.

3. The application of tax and measures including tax exemption and/or other facilities for the Secretariat, its assets, income and property, and personnel, shall be in accordance with the prevailing laws and regulations of the Republic of Indonesia.

Article 12

Financial Facilities

1. In order to achieve its objectives, the Secretariat may without being restricted by financial controls, regulations or moratoria of any kind, freely:
 - (a) Purchase or receive any funds and currency through authorized channels and held and dispose of them;
 - (b) Maintain local and foreign convertible currency accounts, funds, endowments, or other financial facilities in any currency in or outside of the Republic of Indonesia;
 - (c) Transfer its securities, funds and currencies to or from the Republic of Indonesia, to or from any other country, or within the Republic of Indonesia and convert any currency held by it into any other currency.
2. The Secretariat shall comply with the prevailing laws and regulations of the Republic of Indonesia relating to reporting of funds and foreign exchange movements.

Article 13
Privileges and Immunities

1. The privileges and immunities accorded to the Secretariat are granted solely for the implementation of the functions of the Secretariat and not for personal benefit of individual Staff of the Secretariat.
2. In accordance with the prevailing laws and regulations of the Republic of Indonesia, the Government shall grant to the Executive Director and the Deputy Executive Directors who do not possess the Indonesian nationality the immunity from judicial and administrative proceedings for any deed or word spoken or written in the exercise of his or her official duties related to Article 2, provided that such immunity would not impede the course of justice.
3. In the event that the Government has evidence that the privileges and immunities are being used for purpose other than the effective functioning of the Secretariat, the Government will inform the Secretariat of such violation.
4. The premises and property of the Secretariat and its archives, wherever located in the Republic of Indonesia, shall be inviolable and shall be immune from search, attachment, requisition, confiscation, expropriation, and any other form of interference, whether by executive, administrative, or regulatory action.
5. The Executive Director shall ensure that the use of the premise complies with the laws and regulations of the Republic of Indonesia.
6. Any provisions of this Agreement shall not prejudice the rights of the Government to take all precautionary measures to safeguard the national interest of the Republic of Indonesia.

Article 14
Abuse of Privileges

1. The Secretariat shall cooperate at all times with the appropriate government authorities in order to prevent any abuse of the privileges and facilities provided for in this Agreement. Without prejudice to their privileges and

facilities, it is the duty of the Staff of the Secretariat to respect and comply with the laws and regulations of the Republic of Indonesia. In any circumstances, they will not engage in political affairs.

2. The Executive Director shall take every precaution to ensure that no abuse of privileges or facilities accorded under this Agreement shall occur and for this purpose shall establish rules and regulations as may be deemed necessary and expedient for the Staff of the Secretariat.
3. If the Government considers that there has been an abuse of privilege or immunity conferred by this Agreement, consultations shall be held between the Government and the Secretariat to determine whether any such abuse has occurred.
4. Should the Government consider that an abuse of privileges or facilities accorded under this Agreement has occurred, the Executive Director, shall, upon request, consult the appropriate authorities in the Republic of Indonesia. In light of such consultations, the Executive Director has the right and duty to waive the immunity of any Staff of the Secretariat in any case where, in taking all relevant factors into consideration, it is concluded that immunity would impede the realization of justice and the waiver of immunity would be without detriment to the interest of the CTI-CFF.

Article 15

Communications

1. The Government will provide the Secretariat access to all necessary international electronic and telecommunications facilities and networks in conformity with international standards.
2. No censorship be applied to the official correspondence or communications of the Secretariat. When circumstances requiring the enforcement of censorship in the Republic of Indonesia exist, the Executive Director shall take necessary measures at the request of the Government, to prevent any abuse of the privileges on censorship enjoyed by the Secretariat.

3. The interpretation of this Article shall not be construed to preclude the adoption of appropriate security precautions and should be determined in the agreement between the Secretariat and the Government.

Article 16

Transit and Residence

1. The Government will facilitate travel and entry into and the transit to or from its territory, from the Premise of the following persons:
 - (a) The Staff of the Secretariat and members of their family residing with and dependent on them;
 - (b) Other persons invited by the Secretariat on official duties, including members of the CTI COM, CTI CSO and CTI Partners;
2. The Executive Director shall notify the Government from time to time the names of the persons referred to paragraph 1 of this Article.
3. Visas and residence permits, where necessary, are granted in a timely manner subject to the prevailing laws and regulations of the Republic of Indonesia.

Article 17

Settlement of Disputes

Any disputes between the Government and the Secretariat concerning the interpretation or application of this Agreement, or any question arising that affects the Secretariat or the relationship among the Government and the Secretariat, shall be settled amicably through consultations and negotiations.

Article 18
Amendments

This Agreement may be amended in writing by mutual consent of both Parties. Such amendments shall form an integral part of this Agreement and shall enter into force on the date of notification by the Government to the Executive Director of the completion of its internal requirements for the entry into force of the amendment.

Article 19
Entry into Force, Duration and Termination

1. The Agreement shall enter into force on the date of notification to the Executive Director by the Government of the completion of its internal requirement for the entry into force of this Agreement.
2. This Agreement shall remain in force for the period of 5 (five) years and may be extended by the Parties for the same periods by exchange of notes between the Parties 1 (one) month prior to the intended date of extension.
3. Either Party may terminate this Agreement at any time by giving written notification of its intention to terminate it to the other Party at least 3 (three) months prior to the intended date of termination.
4. In the event of such termination, this Agreement shall cease to be in force after a period deemed reasonably required for the settlement of the affairs of the Secretariat and the disposal of its property in the Republic of Indonesia.

IN WITNESS WHEREOF, the Undersigned, being duly authorized thereto by their respective representatives, have signed this Agreement.

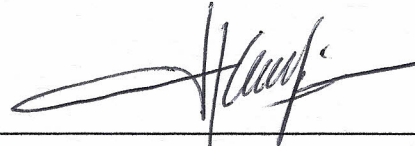
DONE in Manado on the ..1st... of December 2015, in two original copies in Indonesian and English languages, all texts being equally authentic. In the event of any divergence of interpretation between any of the texts, the English text shall prevail.

**FOR THE REGIONAL
SECRETARIAT OF CTI-CFF**



WIDI A. PRATIJKO
Executive Director

**FOR THE GOVERNMENT OF
THE REPUBLIC OF INDONESIA**



SJARIEF WIDJAJA
Secretary General of the Ministry of
Marine Affairs and Fisheries