*Draft as off 18TH March 2019. 13.50.*

***AGREEMENT***

***BETWEEN***

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

***AND***

***THE CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND FOOD SECURITY ON***

***HOSTING AND GRANTING PRIVILEGES AND IMMUNITIES TO THE***

***REGIONAL SECRETARIAT OF THE CORAL TRIANGLE INITIATIVE ON CORAL REEFS, FISHERIES AND FOOD SECURITY***

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

***REAFFIRMING*** *the commitment declared* in 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;

**REFFERING** 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;

***REFFERING*** *to the Host Country Agreement Between the Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security on the Government of the Republic of Indonesia on Privileges and Immunities signed on 1st of December 2015 in Manado, Indonesia*;

**HAVE AGREED AS FOLLOWS**:

**CHAPTER I**

**DEFINITIONS AND JURICAL CAPACITY**

**Article 1**

**Definitions**

For the purpose of this Agreement, the following expression shall have the meaning hereunder assigned to them:

1. *“Appropriate Indonesian Authorities” means the officials of the Ministry of Foreign Affairs of the Host Country or such other authorities which the Ministry of Foreign Affairs deems appropriate*;
2. “The CTI-CFF” means the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security;
3. “*The Secretariat” means the Regional Secretariat of the CTI-CFF;*
4. *“Regional Secretariat” means the Secretariat for CTI-CFF Regional Secretariat duly established under the Agreement on the Establishment of the Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF) signed on 28 October 2011 in Jakarta. The location of the Secretariat is at Jalan A.A. Maramis Kayuwatu, Kairagi II, Manado, Sulawesi Utara, 95254, Indonesia.*
5. *“Agreement” means the Agreement Between the Government of the Republic of Indonesia and the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security on hosting and granting privileges and immunities to the Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security;*
6. *“Host Country” means the Republic of Indonesia;*
7. *“Laws and regulations of the Host Country” means legislative acts, decrees, regulations, orders and other instruments issued by or under the authority of the Government of the Host Country or Appropriate Indonesian Authorities*;
8. “Rules of Procedure” means the Rules and Procedure governing the CTI COM and the CTI CSO and as amended or supplemented by the CTI COM from time to time;
9. “CTI Partners” means any state, intergovernmental organization or non-nongovernmental organization, including private sector which are:
10. Invited to collaborate with CTI-CFF; or
11. Being processed according to CTI-CFF Rules of Procedure to become CTI Partner.
12. “CTI Council of Ministers” (CTI COM) means the principal decision making body of the CTI-CFF comprised of Ministers of the Parties of CTI-CF having responsibility for CTI-CFF matters. The CTI COM has powers as set out in the Rules of Procedure;
13. “Committee of Senior Officials” (CTI-CSO) means the committee of senior officials comprises Member States of CTI-CFF;
14. “Executive Director” means the Executive Director of the Regional Secretariat of Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security;
15. “Deputy Executive Director(s)” means the Deputy Executive Director(s) of the Regional Secretariat of Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security;
16. “Professional Staff” means persons other than the staff members of the Regional Secretariat appointed to carry out specific tasks for the Secretariat and at its expense for a specific period of time;
17. “Support Staff” means persons other than the staff members of the Regional Secretariat appointed to carry out administrative and technical task for the Secretariat and at its expense for a specific period of time;
18. “Staff of the Secretariat” means the Executive Director, two Deputy Executive Directors, and may include, Professional Staff and Support Staff;
19. “*Members of the family” means husband or wife, and dependent child or children under 21 years old who are notified from time to time to the Appropriated Indonesian Authorities;*
20. *“Premise” means the building or part of the building and the land ancillary thereto, irrespective of ownership, used as the Regional Secretariat of CTI-CFF, and the residences of the Executive Director and Deputy Executive Director(s);*
21. *“Property” means all property whether movable or immovable, including funds, assets and income within the Host Country, which belongs to or is assigned to CTI-CFF Regional Secretariat;*
22. *“Public Services” shall include, but not limited to postal, telecommunication, electricity, water, sewage, waste collection and disposal, cleaning of public street adjoining the premise;*

**Article 2**

***Juridical Capacity of the CTI-CFF Regional Secretariat***

1. *CTI-CFF Regional Secretariat shall have the juridical capacity under Indonesian laws to:*
2. Enter into agreements*;*
3. Enter into contracts*;*
4. Acquire and dispose of movable and immovable properties in accordance with the laws and regulations of Indonesia*; and*
5. Institute and defend itself in legal proceedings.
6. *The Executive Director, for the purpose to exercise the juridical capacity set out in Paragraph 1, authorizes in accordance with CTI-CFF rules and regulations the Deputy Executive Director(s) or any member of the Staff of the Regional Secretariat to represent CTI-CFF.*

***CHAPTER II***

***PREMISE AND RESPONSIBILITES OF THE PARTIES***

***Article 3***

1. *The Host Country, i.e. the Ministry of Maritime and Fisheries of the Republic of Indonesia as the owner of the Premise, shall continue to provide, without any rent or charge, the Premise located at Jalan A.A. Maramis Kayuwatu, Kairagi II, Manado, Sulawesi Utara, 95254, Indonesia.*
2. *The Host Country may terminate the allocation of Premise for the Secretariat, in which case a new allocation of Premise shall be granted expediently, so that the functioning of the Secretariat is not disrupted.*
3. *The Host Country* recognizes the right of the Secretariat to convene meetings within the Premise, or subject to the approval of the Appropriate *Indonesian* Authorities, convene meetings elsewhere in Indonesia.
4. *The Host Country* recognizes the freedom of assembly, in the way of conducting the proceedings of full freedom in discussion and decision at meetings convened by the Secretariat in relation with its official function.
5. With regard to the objectives and activities of the Secretariat in Indonesia, the Host Country recognized the right of Secretariat to freely conduct activities in accordance with the prevailing laws and regulations of the Republic of Indonesia.
6. *The Host Country* shall not incur any international responsibility for acts, or omissions of the Secretariat or of its acting within the scope of their functions.

***Article 4***

***Public Services and Division of Responsibilities Concerning***

***Installation and Maintenance of the Premise***

1. *The Host Country shall exercise, to the extent requested by the Executive Director, the power, which they possess to ensure that the Premise shall be supplied on equitable term with all the necessary Public Services.*
2. *In case of any interruption of Public Services, the Appropriate Indonesian Authorities shall consider the needs of the Secretariat as being equal importance to those of key government agencies of the Host Country, and shall take the necessary steps to ensure that the functioning of the Secretariat is not disrupted.*
3. *In cases where the Public Services referred to in Paragraph 1 of this Article are made available to CTI-CFF by the Host Country, or where the prices thereof are under its control, the rates for such services shall not exceed the best comparable rates accorded to diplomatic missions or international organizations.*
4. *The Secretariat shall be responsible for the maintenance of the allocated premises or office space as stipulated in Article 3 of this Agreement.*
5. *The Secretariat shall be responsible for charges arising out of maintenance and repairs due to wear and tear in the Premise, and on public services as mentioned in Paragraph 1 of this Article.*
6. *The Host Country shall be responsible for all repairs resulting from force majeure, structural defects or deterioration, and for the replacement, within a reasonable period, of any building or parts thereof which may be totally or partially destroyed.*

***Article 5***

***Protection of the Premise***

1. *The Appropriate Indonesian Authorities shall take actions that are deemed necessary to ensure that CTI-CFF shall not be disposed of its Premise, except in the event that CTI-CFF ceases to use the Premise.*
2. *The Appropriate Indonesian Authorities shall exercise due diligence to ensure that the tranquility of the Premise is not disturbed by unauthorized entry of person(s) or group of persons from outside or by any disturbance within its vicinity and shall provide within and outside the boundaries of the Premise such police protection as is required.*
3. *If so requested by the Executive Director, the Appropriate Indonesian Authorities shall provide sufficient police protection for the preservation of law and order in the Premise and for the removal therefrom of person(s) or group of persons as requested under the authority of the Executive Director.*

***Article 6***

***Responsibilities of CTI-CFF***

*CTI-CFF shall be responsible:*

1. *Subject to Paragraphs 4 and 5 of Article 4 of this Agreement, the maintenance of the building, landscape, parking facilities, fencing and the remodeling thereof to the Premise;*
2. *The cost of janitorial services, security services, electricity, telephone and water charges, and all other charges for public services;*
3. *The cost of maintenance and replacement, if necessary, of office equipment, minor repairs of recurring nature, the upkeep through the provision of services and general maintenance of the Premise in a proper and suitable condition;*
4. *Allowing duly authorized representatives of public services bodies to inspect, repair, maintain, reconstruct, and relocate utilities, conduits, mains and sewers within the Premise and its facilities, and*
5. *Providing insurance for property within the Premise against man-made and natural disasters, emergencies and accidents.*

***Article 7***

***Access, Transit and Residence***

*The Host Country shall facilitate travel and entry into the transit to and from the Premise to the following persons:*

1. *Representatives of Governments and International and Regional Organizations;*
2. *Executive Director, Deputy Executive Directors, Staff of the Secretariat and members of the family;*
3. *Other persons including experts invited by the Regional Secretariat on official duties; and*
4. *Representative of press, radio, film or other information agencies, who have been accredited to the Regional Secretariat.*

***Article 8***

***Visas and Residential Permits***

*The Host Country shall grant visas and residential permits for the persons mentioned in Paragraph 1 of Article 7 in a timely manner, subject to prevailing laws and regulations of the Host Country.*

***Article 9***

***Official Communication***

1. *CTI-CFF, including the Regional Secretariat shall enjoy, for all its official communication, treatment no less favorable that that accorded by the Host Country to representative offices of international organization in the Host Country.*
2. *All forms of official correspondence and other official communication of CTI-CFF, including the Secretariat, shall be inviolable.*
3. *CTI-CFF including the Secretariat shall have the right to dispatch and receive official communication either by courier or in sealed bags, all of which shall be inviolable and shall have the same privileges and immunities as diplomatic courier and bags.*

***Article 10***

***Freedom of Action of the Secretariat***

1. *The Host Country shall grant to the Secretariat, as well as to the Staff of the Secretariat, the freedom to hold activities in conformity with CTI-CFF’s purposes and principles in the territory of the Host Country.*
2. *The Host Country shall facilitate access to the Secretariat for any person, irrespective of nationality, who performs any function for the Secretariat, subject to the prevailing laws and regulations of the Host Country.*
3. *The Secretariat shall have the power to make rules and regulations operative within the Premise for the full and independent exercise of its activities and performance of its functions as governed in Article 5 of the Agreement on the Establishment of the Regional Secretariat of the CTI-CFF.*

***Article 11***

***Inviolability of the Premise and the Archives***

1. *The Premise shall be inviolable and shall be under the control and authority of CTI COM and CTI CSO. The property of CTI-CFF shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.*
2. *Without prejudice to the provisions of Article 10 of this Agreement, the Secretariat shall not permit the Premise to be used as a refuge for avoiding arrest or performing any act in violation of the laws and regulations of the Host Country, or in any other manner incompatible with the purposes and principles of CTI-CFF, as laid down in the Coral Triangle Initiative Leader’s Declaration on Coral Reefs, Fisheries and Food Security signed on 15 May 2009 in Manado, Indonesia.*
3. *Archives of CTI-CFF shall be inviolable.*
4. *Officials of the Host Country, whether administration, judicial, military or police performing official duties, shall not enter the Premise except with the consent of the Executive Director. The Host Country reserves the right to enter the Premise without prior consent in the event of natural calamities and emergencies.*

***Article 12***

***Exemption from Taxation of CTI-CFF and its Property***

1. *CTI-CFF and its Property shall be exempted from:*
2. *Any form of direct taxation. It is understood, however, that the Secretariat will not claim exemption from taxes which are, in fact, no more than charges for public utility services;*
3. *Custom duties, prohibitions and restrictions, and other levies on imports and exports in respect of articles imported or exported by the Secretariat for its official use. It is understood, however, that articles imported under such exemptions shall not be sold by the Secretariat within the territory of the Host Country, except under conditions agreed upon with the Host Country and in accordance with its laws and regulations; and*
4. *Custom duties, prohibitions and restrictions, and other levies on imports and exports in respect of its publications.*
5. *The Secretariat shall, for the purpose of importation, inform the Host Country of the details of its imports.*
6. *While the Secretariat shall not, as a general rule, claim exemption from excise duties and from taxes on the sale of moveable and immovable property which form part of the price to be paid, nevertheless when the Secretariat is making important purchases for official use of the property on which such duties and taxes have been charged or are chargeable, the Host Country shall, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.*
7. *The exemption from taxation and duties referred to in this Article shall not apply to such taxes and dues payable under the laws and regulations of the Host Country by person contracted by CTI-CFF.*

***Article 13***

***Free Disposal of Funds***

1. *Without being restricted by any financial controls, regulation or moratoria of any kind, the Secretariat action on behalf of CTI-CFF:*
2. *May hold funds, gold or currency of any kind and operate accounts in any currency; and*
3. *Shall be free to transfer its funds, gold, securities or currency from one country to another or within the territory of the Host Country and to convert any currency held by it into any other currency.*
4. *Notwithstanding the above, the Secretariat shall comply with the laws and regulations of the Host Country relating to the reporting of funds and foreign exchange movement.*

***CHAPTER III***

***PRIVILEGES AND IMMUNITIES FOR EXECUTIVE DIRECTOR,***

***DEPUTY EXECUTIVE DIRECTORS AND STAFF OF THE SECRETARIAT, PROFESSIONAL STAFF AND SUPPORT STAFF***

***Article 14***

***Composition***

1. *The Secretariat shall comprise the Executive Director, Deputy Executive Directors and Staff of the Secretariat.*
2. *With regard to the granting of privileges and immunities, this Agreement shall prevail over the composition of the Regional Secretariat as set out in 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.
3. *Pursuant to Article 12 of the Agreement on the Establishment on the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF), shall specify the categories of Staff of the Secretariat to which the provisions of Article 15 bellow apply. These categories and the names of the persons included in them shall be communicated to the Host Country from time to time.*

***Article 15***

***Privileges and Immunities of the Executive Director, the Deputy Executive Director(s) and the Staff of the Secretariat***

1. *The Executive Director, the Deputy Executive Director(s) and Staff of the Secretariat, to the extend that they are not Indonesian nationals within and with respect to the territory of the Host Country, shall, while in the performance of and for the independent exercises of their respective duties, functions and responsibilities, be granted privileges and immunities as stipulated in the Vienna Convention on Diplomatic Relations 1961 and:*
2. *Be immune from legal process in respect of words spoken or written and all acts performed by him or here while in his or her official capacity;*
3. *Be exempt from taxation on the salary and emoluments paid to him or her by CTI-CFF through the Secretariat;*
4. *Be immune, together with his or her members of the family, from immigration restrictions and alien registration;*
5. *Be accorded the same privileges in respect of exchange facilities as accorded to the official of comparable rank of diplomatic missions;*
6. *Be given, together with his wife or her husband, relatives and children, the same repatriation facilities, in times of international crisis as diplomatic envoys;*
7. *Be immune from personal arrest or detention;*
8. *Be immune from seizure of personal baggage;*
9. *Be immune from seizure of official baggage;*
10. *Have the freedom to maintain, within the territory of the Host Country, or elsewhere, foreign securities, and other movable and immovable property, and while employed by the Secretariat, and at the time of termination of such employment, the right to take out of the Host Country, funds in any foreign currency without restriction or limitation, provided that the said officials can show good cause for their lawful possession of such funds.*
11. *Have the rights to import free of duty and other levies, prohibition and restriction on imports, furniture and personal effects, including one motor vehicle, within six months after first taking up post in the Host Country. The regulations shall apply in the case of importation transfer and replacements of automobiles as are in force for the resident members of diplomatic mission of comparable rank.*
12. *Be immune from national service obligations.*
13. *The Staff of the Secretariat who are not of Indonesian nationality and do not fall under the categories referred to in Paragraph 3 of Article 14 shall enjoy:*
14. *Immune from legal process in respect of acts including words spoken or written and all acts performed by him or her while in his or her official capacity;*
15. *Exemption from taxation on the salary and emoluments paid to him or here by the Secretariat;*
16. *Immunity from seizure of official baggage;*
17. *Have the freedom to maintain, within the territory of the Host Country, or elsewhere, foreign securities, and other movable and immovable property, and while employed by the Secretariat, and at the time of termination of such employment, the right to take out of the Host Country, funds in any foreign currency without restriction or limitation, provided that the said officials can show good cause for their lawful possession of such funds;*
18. *Have the rights to import free of duty and other levies, prohibition and restriction on imports, furniture and personal effects, including one motor vehicle, within six months after first taking up post in the Host Country. The regulations shall apply in the case of importation transfer and replacements of automobiles as are in force for the resident members of diplomatic mission of comparable rank; and*
19. *Be immune from national service obligations.*
20. *Indonesian nationals who are appointed as Executive Director, Deputy Executive Director(s) and Staff of the Secretariat shall enjoy, within and with respect to the territory of the Host Country:*
21. *Immunity from legal process in respect of acts including words spoken or written, performed by them while in their official capacity and in the discharge of their duties; and*
22. *Immunity from seizure of their official baggage.*
23. *Members of the family of the Executive Director, Deputy Executive Director, referred to in Paragraph 1 of this Article, shall enjoy privileges and immunities as stipulated in the Vienna Convention on Diplomatic Relations 1961 and Paragraph 1 (v), (vi) and (vii) of this Article.*
24. *The Host Country shall notify the Host Country on matters concerning the employment of its Staff, including the list of names, addresses and nationalities of all its employees.*
25. *Appropriate Indonesian Authorities shall provide the Executive Director, Deputy Directors and the Staff of the Secretariat with identity cards.*

***Article 16***

***Experts on Missions for CTI-CFF***

1. *Experts, except Indonesian nationals, on mission for CTI-CFF, shall be accorded such privileges and immunities as are necessary for the proper exercise of their functions during the period of their missions, as follows:*
2. *Inviolability for all papers, documents and records in any form;*
3. *For the purpose of communicating with the Secretariat,, the right to receive papers and correspondence by courier or in sealed bags;*
4. *Immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys; and*
5. *The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions.*
6. *Experts on mission for CTI-CFF for at least one year are entitled to bring their members of the family, in accordance with laws and regulations of the Host Country.*

***Article 17***

***Waiver of Immunities***

1. *The privileges and immunities under this Agreement are granted in the interests of CTI-CFF or the Secretariat and not for the personal benefit of the individuals themselves.*
2. *The Executive Director shall have the right and the duty the immunity of any member of the Staff of the Secretariat in any case where, in his or her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interest of CTI-CFF. The immunity of the Executive Director of CTI-CFF Regional Secretariat may be waived by the CTI-CFF Ministerial Meeting or by whomsoever authorized by the CTI-CFF Ministerial Meeting.*
3. *The Executive Director shall have the right and the duty to waive the immunity of Experts on missions for CTI-CFF in any case, where, in his or her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of CTI-CFF.*
4. *The Executive Director shall cooperated at all times with Appropriate Indonesian Authorities to facilitate the proper administration of justice, secure the observance of police and prevent the occurrence of any abuse in connection with the privileges and immunities and facilities provided under this Agreement.*

**Article 18**

**Communications**

1. *The Appropriate Indonesian Authorities* 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 Host Country, to prevent any abuse of the privileges on censorship enjoyed by the Secretariat.

**Article 19**

**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:
2. Purchase or receive any funds and currency through authorized channels and held and dispose of the them;
3. Maintain local and foreign convertible currency accounts, funds, endowments, or other financial facilities in any currency in or outside of the Host Country;
4. Transfer its securities, funds and currencies to or from the Host Country, or within the Host Country and convert any currency held by it into any other currency.
5. The Secretariat shall comply with the prevailing laws and regulations of the Host Country relating to reporting of funds and foreign exchange movements.

***Article 20***

***Respect for the Laws and Regulations of the Host Country***

1. *Without prejudice to their privileges and immunities provided for in this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the Host Country. They also have a duty not to interfere in the internal affairs of the Host Country.*
2. *The Premises shall not be used in any manner incompatible with the exercise of the Secretariat functions.*

***CHAPTER IV***

***GENERAL AND FINAL PROVISIONS***

***ARTICLE 21***

***Security of the Host Country***

1. *Nothing in this Agreement shall affect the right of the Host Country to apply appropriate safeguard in the interests of its security. If any such measure is considered necessary, the Host Country shall contact the Secretariat to decide jointly on the appropriate measures to protect the interest of the Secretariat.*
2. *The Secretariat shall cooperate with the Appropriate Indonesian Authorities to ensure that the activities of the Secretariat will not prejudice the security of the Host Country.*

***Article 22***

***Supplementary Arrangements***

*CTI-CFF and the Host Country may enter into such arrangements as may be necessary to give effect to this Agreement.*

**Article 23**

**Settlement of Disputes**

Any dispute concerning the interpretation or application of this Agreement shall be settled amicably by the Parties through consultation or negotiation.

**Article 24**

**Amendments**

This Agreement may be amended in writing subject to the mutual consent of the Parties. The amendments to this Agreement shall enter into force on the date of notification by the Host Country of the completion of its internal requirements for the entry into force of the amendment.

***Article 25***

***Entry into Force and Termination***

1. This Agreement shall enter into force in the date of written notification to the Executive Director by the Host Country on the completion of it internal requirements 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 by giving a notice in writing of not less than three (3) months to the other Party of its intention to terminate this Agreement.
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.

***Article 26***

***Final Provisions***

1. *The Host Country Agreement Between the Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security on the Government of the Republic of Indonesia on Privileges and Immunities signed on 1st of December 2015 in Manado, Indonesia, shall be terminated with immediate effect upon the entry into force of this Agreement.*
2. *Wherever this Agreement imposes obligations on Appropriate Indonesian Authorities, the responsibility for the fulfillment of such obligations shall rest with the Host Country.*

**IN WITNESS WHEREOF** the undersigned, being authorize representatives of the Parties have signed this Agreement.

**DONE** at Manado, on ………………….., in the Year of ………., in two original copies in both Indonesian and English languages, all texts being equally authentic. In case of divergence in the interpretation, the English text shall prevail.

|  |  |  |
| --- | --- | --- |
| For the Coral Triangle Initiative onCoral Reefs, Fisheries and Food Security  |  | For the Government of the Republic of Indonesia |
|  |  |  |
| Name of Executive Director |  | Name of Minister |
| Executive Director Regional Secretariat Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security |  | Minister of Foreign Affairs of the Republic of Indonesia |