

**Agreement for the Permanent Headquarters
for the Fisheries Support Unit
Between
the Government of the Sultanate of Oman
And
the Indian Ocean Rim Association for Regional Cooperation**

This agreement is made on 19/12/1432 corresponding to 15/11/2011, in Bengaluru, India by and between :

1 - The Government of the Sultanate of Oman, represented by the Ministry of Agriculture and fisheries Wealth, which has authorized Dr.Hamed Bin Said Al-Oufi Undersecretary Of Fisheries Wealth - Ministry of Agriculture and Fisheries Wealth to sign this agreement on their behalf.

Address : P.O.Box : 467, P.C. 100 Muscat, Sultanate of Oman "First Party".

And

2 - The Indian Ocean Rim Association for Regional cooperation, which has authorized Dr.Lubna Hamood AL-Kharusi Director Of Fisheries Support Unit to sign this agreement on their behalf.

Address : P.O.Box : 517, P.C :115 Muscat, Sultanate of Oman "Second Party".

Preamble

Whereas

The Indian Ocean Rim Association for Regional Cooperation wishes to establish a permanent headquarters for the Fisheries Support Unit - one of the organizations that belongs to it- in order to carry out its duties and responsibilities as set out herein;

The Ministerial Council for the Indian Ocean Rim Association for Regional Cooperation approved in its meeting held in Sana'a, Arab Republic of Yemen, during the period from 20 to 25 June 2009 the selection of the Sultanate of Oman as the permanent headquarters for the Fisheries Support Unit;

And the Sultanate Of Oman expressed its consent to host the permanent headquarters of Fisheries Support Unit,

Hence, the Parties have agreed on the following :

Article (1)

Documents and Supplements

The aforementioned preamble and the following documents are to be construed as an integral part of this Agreement and shall be read with :

- The Minutes of the Meeting of the Ministerial Council for the Indian Ocean Rim Association for Regional Cooperation held in Sana'a, Republic of Yemen during the period from 20 to 25 June 2009.
- The Authorization Letter dated 14/November/2011 authorizing the authorized signatory to sign the Agreement on behalf of the Indian Ocean Rim Association for Regional Cooperation.
- The Authorization Letter dated 11/October/2011 authorizing the authorized signatory to sign the Agreement on behalf of the Government of the Sultanate of Oman.

Article (2)

Definitions

For the purpose of this Agreement the following terms and expressions shall have the meaning assigned to them hereunder :

- Government : the Government of the Sultanate of Oman being the hosting country, and which is represented by the Ministry of Agriculture and Fisheries Wealth.
- Association : the Indian Ocean Rim Association for Regional Cooperation.
- Unit : the Fisheries Support Unit of the Indian Ocean Rim Association for Regional Cooperation.
- Committee : the Committee of the Fisheries Support Unit responsible for conducting its activities.
- Unit's Headquarters : the building or parts of the building utilized by the Unit for the purpose of conducting its activities.
- Manager : the Manager of the Fisheries Support Unit.

Article (3)

Objective of the Agreement

The Agreement aims at enabling the Association to establish a permanent headquarters for the Unit within the Sultanate in order for it to carry out its duties and responsibilities as set out herein.

Article (4)

Legal Personality

The Government confirms the independent legal personality of the Unit in the Sultanate of Oman without prejudice to the laws and regulations in force in the Sultanate, and for this purpose the Unit may :

- a - Enter into contracts.
- b - Possess and make available current and fixed assets.
- c - Have the capacity to initiate legal proceedings.
- d - Possess money or any kind of currency, and open accounts with banks operating within the Sultanate of Oman as per the applicable laws and regulations.
- e - Have the freedom to transfer money from one country to another and exchange any currency it possesses into another as per the rules and regulations applicable in the Sultanate of Oman.
- f - Purchase vehicles and register them in the name of the Unit as per the rules and regulations applicable in the Sultanate of Oman.
- g - Obtain telephone lines and communication means in the name of the Unit as per the rules and regulations applicable in the Sultanate.

Article (5)

Responsibilities of the Unit

The Unit shall carry out the following duties :

- 1 - Enhance cooperation amongst the member countries of the IORARC in various fields and activities related to the development of the fisheries sector.

- 2 - Exchange of information and data related to fisheries between the member countries.
- 3 - Conduct field studies with a view to overcome the problems that may hinder the growth and development of the fisheries sector within the region.
- 4 - Act as a specialized advisory body for the member countries, and provide them with counseling as regards the possibility of executing development schemes and evaluating the economic and social implications of such projects.
- 5 - Encourage research and scientific studies aiming at the development, protection and the conservation of fish resources within the region.
- 6 - Coordinate with the organizations and authorities operating in the Indian Ocean's region in order to benefit from the possibilities available to them as regards the development of fish resources within the region.
- 7 - Propose training programs and workshops in various activities related to the fisheries sector.
- 8 - Establish an information network based on computers so as to help in effective publicity, thereby facilitating the communication of information and encouraging cooperation among members through the internet, and easing the process of identifying the required data and information to support and activate the Unit.
- 9 - Seek the establishment of a geographic information system and an information management system in order to facilitate the sharing of data relevant to the projects.

Article (6)

Immunity of the Unite's Headquarters

The Unit's Headquarters shall have immunity and the facilities necessary for conducting its business. The property and assets of the Unit and all records, correspondences, documents, archives, photographs, films and audio records that belong to the Unit or that are under its custody or any other natural or legal person designated by the Unit Shall have special protection wherever found.

Article (7)

The Unit's Headquarters

The Government undertakes to provide the Unit with a permanent headquarters.

Article (8)

Unit Finance & Expenses

a -The Unit shall be financed through the contributions of the member countries, the Association's special support fund, and the donations and aid provided by the members or other organizations and donors.

b -The Government shall bear the costs and expenses necessary for the function of the Unit and in particular.

-The salary of the Unit's manager, and the administrative apparatus necessary for the conduct of its work (up to a maximum of three staff)

-The furniture, office and other equipment required by the Unit.

-Maintenance and operating costs of the Unit.

The Unit undertakes to coordinate with the Government as regards all the above.

c -The Association shall bear the costs of financing and managing joint projects and programs in accordance with the nature and place of the project, including the salaries and remunerations of experts and technicians who supervise the execution of any such projects and programs.

Article (9)

Exemption from Customs and Taxes

The Unit, its assets and revenues and any other property belonging to it shall be exempted from :

- Direct and indirect taxes.

- Customs charges and import and export restrictions for the goods imported or exported by the Unit for official use.

- Taxes on wages paid to the Unit's staff in return for their services.

Article (10)

The Manager's Duties

- a -The Unit's Manager undertakes to cooperate and coordinate with the relevant government authorities as regards the implementation of the Unit's duties and the privileges accorded to it herein.
- b -The Manager may not hold meetings or coordinate with individuals and diplomatic corporations in the Sultanate without obtaining permission to do so from the competent authorities in the country.
- c -The Unit's Manager may address the competent authorities for obtaining visit or work visas for staff members deployed on an official mission and for experts and advisors when they are invited to conduct training courses or any works related to the Unit as per the regulations in force in the Sultanate.

Article (11)

Data & Reports

The Association - represented by the Unit - undertakes to inform the Governments of its activities, and provide it with the data and information related to its operation whenever required.

Article (12)

Registration with Social Insurance

The staff members of the Unit Shall be registered with the Social Insurance Authority in the Sultanate as per the applicable regulations.

Article (13)

Amendments

Either Party may propose amendments to this Agreement at any time through the committee. Amendments shall be made through negotiation between the Government and the Association, which shall become valid in accordance with the legal procedures of each Party.

Article (14)

Prevalent Law

This Agreement shall be construed in accordance with the laws in force in the Sultanate of Oman. Any disagreement or dispute between the Parties as regards the interpretation or implementation of this Agreement shall be resolved amicably through negotiations between the Government and the Association, whereby Omani courts shall have jurisdiction in relation to any such dispute between the Parties.

Article (15)

Duration of the Agreement

This Agreement shall be effective as of the day following which the Association receives a written notification from the Government to the effect of its approval as per the procedures, and it shall remain in force unless either one of the Parties notifies the other of its intention to terminate the Agreement at least one year before the date specified for its termination.

The Agreement is issued in two original copies in the Arabic and English languages, each Party retaining one copy. In case of any divergence in interpretation, the English text shall prevail.

**For the Government
Of the Sultanate of Oman**

**For the Indian Ocean Rim
Association for Regional
Cooperation**