

**40th ANNUAL MEETING OF NAFO - SEPTEMBER 2018****Headquarters Agreement between the Government of Canada and
the Northwest Atlantic Fisheries Organization**

The Government of Canada and the Northwest Atlantic Fisheries Organization, wishing to conclude an agreement respecting the headquarters of the Organization in Canada, have agreed as follows:

Article 1**Definitions**

For the purposes of this Agreement:

- (a) "Convention" means the *Convention on Future Multilateral Cooperation in the Northwest Atlantic Fisheries*, signed on 24 October 1978 in Ottawa, Canada.
- (b) "NAFO" means the Northwest Atlantic Fisheries Organization, established under Article V of the Convention.
- (c) "Representative of members of NAFO" means a representative of a Contracting Party to the Convention and shall be deemed to include the Chairperson and Vice-Chairperson of the Commission, the Chairperson and Vice-Chairperson of the Scientific Council and all delegates, deputy delegates, advisers, technical experts and secretaries of delegations.
- (d) "Officials of NAFO" means the Executive Secretary and internationally recruited staff of NAFO.

Article 2

NAFO shall have in Canada the legal capacities of a body corporate, including the capacity to contract, to acquire and dispose of property, to institute legal proceedings and, to such extent as may be required for the performance of its functions, shall have the privileges and immunities specified in this Agreement.

Article 3

NAFO, its property and its assets, wherever located and by whomsoever held, shall enjoy immunity from every form of judicial process except in so far as in any particular case the Executive Secretary of NAFO has expressly waived its immunity. Such waiver shall be understood not to extend to any measure of execution, save with the express consent of the

Executive Secretary, NAFO shall establish guidelines as to the circumstances in which the Executive Secretary may waive any immunity of NAFO, and as to the method in which any such waiver shall be made.

Article 4

The premises of NAFO shall be inviolable. The property and assets of NAFO, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action, except with the consent of and under the conditions agreed to by the Executive Secretary of NAFO. This Article shall not prevent the reasonable application of fire protection regulations.



Article 5

The archives of NAFO, and in general all documents belonging to it or held by it, shall be inviolable wherever located.

Article 6

NAFO, its assets, income and other property shall be:

- (a) exempt from all direct taxes except for charges for public utility services;
- (b) exempt from customs duties in respect of articles imported or exported by NAFO in the furtherance of its functions, provided that articles imported under such exemption shall not be sold or disposed of in Canada except under conditions agreed to by the Government of Canada; and
- (c) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

Article 7

NAFO shall enjoy in Canada, for its official communications, treatment not less favourable than that accorded by the Government of Canada to any other Government including its diplomatic mission in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications; and press rates for information to the press and radio. No censorship shall be applied to the official correspondence and other official communications of NAFO.

Article 8

NAFO shall have the right to use codes and to despatch and receive its correspondence by courier or in bags, which shall have the same immunities and privileges as diplomatic couriers and bags.

Article 9

Except insofar as in any particular case any privilege or immunity is waived pursuant to Article 11, representatives of members of NAFO shall have in Canada, to such extent as may be required for the performance of their functions, while exercising their functions and during the journey to and from the place of meeting, the following privileges and immunities:

- (a) immunity from personal arrest or detention and from seizure of their personal baggage, and, in respect of words spoken or written and all acts done by them in their capacity as representatives, immunity from legal process of every kind;
- (b) inviolability for all papers and documents;
- (c) the right to use codes and to receive papers or correspondence by courier or in sealed bags;
- (d) exemption in respect of themselves and their spouses from immigration restrictions, alien registration or national service obligations in Canada;
- (e) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (f) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys; and,
- (g) such other privileges, immunities and facilities not inconsistent with the foregoing as diplomatic envoys enjoy, except that they shall have no right to claim exemption from customs duties on goods imported (otherwise than as part of their personal baggage) or from excise duties or sales taxes.

Article 10

In order to secure, for the representatives of members of NAFO complete freedom of speech and independence in the discharge of their duties, the immunity from legal process in respect of words spoken or written and all acts done by them in discharging their duties shall continue to be accorded, notwithstanding that the persons concerned are no longer the representatives of members of NAFO.

Article 11

Privileges and immunities are accorded to the representatives of members of NAFO, not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with NAFO. Consequently, a member not only has the right but is under a duty to waive the immunity of its representative in any case where in the opinion of the member the immunity would impede the course of justice, and it can be waived without prejudice to the purpose for which the immunity is accorded.

Article 12

Except insofar as in any particular case any privilege or immunity is waived pursuant to Article 13, officials of NAFO shall have in Canada, to such extent as may be required for the performance of their functions:

- (a) 87 immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (b) exemption from taxation on the salaries and emoluments paid to them by NAFO;
- (c) immunity from national service obligations;
- (d) immunity, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;
- (e) the same privileges in respect of exchange facilities as are accorded to the officials of comparable ranks forming part of diplomatic missions to Canada;
- (f) together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys; and
- (g) the right to import free of duty their furniture and effects at the time of first taking up their post in Canada.

Article 13

Privileges and immunities are granted to officials in the interests of NAFO and not for the personal benefit of the individuals themselves. The Executive Secretary shall have the right and the duty to waive the immunity of any official in any case where, in the Executive Secretary's opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of NAFO. In the case of the Executive Secretary, the Commission shall have the right to waive immunity.

Article 14

NAFO shall co-operate at all times with the appropriate Canadian authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this Agreement.

Article 15

Except insofar as in any particular case any privilege or immunity is waived pursuant to Article 16, all experts (other than those falling within the scope of Article 12) performing missions for NAFO

shall have in Canada, to such extent as may be required for the performance of their functions, during the period of their missions, including the time spent on journeys in connection with their missions:

- (a) immunity from personal arrest or detention and from seizure of their personal baggage;
- (b) in respect of words spoken or written and acts done by them in the course of the performance of their mission, immunity from legal process of every kind, which immunity shall continue to be accorded when they are no longer employed on mission for NAFO;
- (c) inviolability for all papers and documents;
- (d) for the purpose of their communications with NAFO, the right to use codes and to receive papers or correspondence by courier or in sealed bags;
- (e) the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary foreign missions; and
- (f) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

Article 16

Privileges and immunities are granted to experts in the interests of NAFO and not for the personal benefit of the individuals themselves. The Executive Secretary shall have the right and the duty to waive the immunity of any expert in any case where, in the Executive Secretary's opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of NAFO.

Article 17

Nothing in this Agreement exempts a Canadian citizen, residing or ordinarily resident in Canada, from liability for any taxes or duties imposed by any law in Canada.

Article 18

Any dispute between NAFO and the Government of Canada concerning the interpretation or application of this Agreement or any supplementary agreement, which is not settled by negotiation or other agreed mode of settlement, shall be referred to a tribunal of three arbitrators for final decision. One arbitrator shall be designated by the President of NAFO, and another by the Minister of Foreign Affairs of Canada. The two arbitrators shall appoint a third arbitrator.

Article 19

"Without prejudice to any of the privileges and immunities provided to NAFO as set out in this agreement, NAFO shall make adequate provision for appropriate modes of settlement of:

- (a) disputes arising out of contracts or other disputes to which the organization is a party; and
- (b) disputes involving any officials of the organization if their immunity has not been waived in accordance with Article 13.

Article 20

NAFO shall inform the Minister of Foreign Affairs of Canada of the names and title of the officials of NAFO who are posted to Canada.

Article 21

Nothing in this Agreement shall be construed as in any way diminishing, abridging, or weakening the right of the Canadian authorities to safeguard the security of Canada, provided that NAFO shall be

immediately informed in the event that the Government of Canada shall find it necessary to take any action against any person enumerated in the Agreement.

Article 22

Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of Canada. They also have the duty not to interfere in the internal affairs of Canada.

Article 23

1. This Agreement shall enter into force in accordance with an Exchange of Notes between the Executive Secretary of NAFO and the Government of Canada.
2. This Agreement may be amended by written agreement between the Parties.
3. This Agreement shall cease to be in force if the seat of the organization is removed from the territory of Canada, except for such provisions as may be applicable in connection with the orderly termination of operations of NAFO at its seat in Canada and the disposition of its property therein.
4. Each Party may terminate this Agreement at any time by giving two years written notice to the other Party.

Done at ____[location]_____, on __[date]_____, in the English and French languages, each version being equally authentic.

[representative of Canada]

[representative of NAFO]



Memorandum of Understanding

BETWEEN

Fisheries and Oceans Canada

AND

Northwest Atlantic Fisheries Organization

Month, Year



Fisheries and Oceans Canada (“DFO”) and the Northwest Atlantic Fisheries Organization (“NAFO”),

CONSIDERING the Government of Canada’s obligation as Host State to the NAFO Secretariat;
HAVE REACHED the following understanding:

1. PURPOSE/OBJECTIVES/EXPECTED OUTCOMES

This Memorandum of Understanding (MOU) is intended to outline the logistics for the accommodation of the Headquarters of NAFO in Canada, outline the undertakings of DFO as provider of premises and NAFO as occupant, and elaborate on security measures that are needed for protection, safe operation and sound management of the premises occupied by NAFO.

2. ROLES AND ACTIVITIES

NAFO accepts that DFO will provide the premises of the Organization. DFO will make the final determination on the location of the premises in consultation with NAFO.

DFO permits NAFO to occupy the premises, for the foreseeable future, for the sole purpose of providing reasonable and adequate space for the Headquarters of NAFO, without cost to NAFO unless explicitly stated in this Memorandum of Understanding.

NAFO will occupy the premises for the sole purpose of the Headquarters. NAFO will use and occupy the premises of the Organization in accordance with its mandate as outlined in the NAFO Convention and the provisions of this Memorandum of Understanding.

DFO will pay the costs of a capital nature related to the premises of the Organization as well as Maintenance and Operating Costs as stipulated in the lease agreement for the premises of the Organization.

NAFO Secretariat will subscribe to and maintain in force, at its expense, comprehensive all-risk property insurance for contents belonging to the Organization and civil liability insurance.

Participants will not be responsible towards each other with respect to a risk which is the responsibility of the other Participant to insure or self-insure.

The allocation of space and the configuration of that space within the premises of the NAFO Secretariat will be based on the applicable Government of Canada Workplace Standards.

NAFO Secretariat will be provided with security measures that are outlined in a typical lease agreement, customary to the building security measures and office space that is being leased. If additional security measures are required, NAFO Secretariat would be responsible for the administrative management of those additional measures.

3. AMENDMENT

The Participants may amend this MOU at any time upon their mutual written consent. An amendment will be confirmed by an exchange of letters by the Participants setting out the amendment and its effective date.

4. STATUS OF THE MOU

This MOU is an expression of the mutual intentions of the Participants and is not legally binding on them or enforceable against them.

5. CONTACTS

[List of the names, titles, telephone numbers and email addresses of the main contacts]

6. FINAL DISPOSITION

- (a) This MOU will come into effect upon its signature by the Participants and will remain valid for the duration of the Headquarters Agreement.
- (b) Either Participant may terminate this MOU by giving to the other Participants [X] days' written notice of its intent to terminate.

Signed, in [duplicate], at [location of the official signature] this day of Year, in the English and French languages, each version being equally valid.

For [Full Title of Participant #1]

For [Full Title of Participant #2]

