



MINISTRY OF MARINE AFFAIRS AND FISHERIES
DIRECTORATE GENERAL OF
MARINE SPATIAL MANAGEMENT

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Ref. : B.1939/DJPRL.1/TU.210/VIII/2022

15 August 2022

Subject : Submission of the Counter Final Draft on Host Country Agreement

To:

Dr. Mohd Kushairi Mohd Rajuddin

Executive Director of CTI-CFF Regional Secretariat

Executive Director,

Referring to your letter with number COM/RS/2/22/23 dated 4 February 2022, herewith we submit the counter draft of the Host Country Agreement (HCA) on behalf of the Indonesian Government for your reference and consideration, as attached.

We look forward to having follow up discussion of the final draft of HCA and formal negotiation process between the Regional Secretariat and the Government of Indonesia. We would like to assure that we commit to follow timeline for HCA finalization that has agreed upon SOM-16,

Thank you for your attention.

Sincerely,

on behalf of the Director General of Marine Spatial Management
the Ministry of Marine Affair and Fisheries



electronically
signed

Hendra Yusran Siry

Secretary of Directorate General of Marine Spatial Management

The Ministry of Marine Affair and Fisheries/

First Secretary of National Committee Secretariat

Cc:

Director General of Marine Spatial Management,

The Ministry of Marine Affairs and Fisheries

HOST COUNTRY AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

AND

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

ON HOSTING AND GRANTING OF PRIVILEGES AND IMMUNITIES

The Government of the Republic of Indonesia and the Regional Secretariat (Secretariat) of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF), hereinafter referred to individually as the "Party," and collectively as the "Parties";

REAFFIRMING the goals of the CTI-CFF as enshrined in the Coral Triangle Initiative Leaders' Declaration on Coral Reefs, Fisheries and Food Security, Manado, Indonesia, 15 ay 2009;

RECOGNIZING that CTI-CFF is a multilateral partnership on coral reefs, fisheries and food security which was established to safeguard the world's epicenter of marine biodiversity through its Regional Plan of Action and related initiatives;

REFERRING to the Agreement on the Establishment of the Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security which came into force on 27 November 2014;

RECALLING that Article 3 of the Establishment Agreement confers on the Secretariat the legal personality necessary for the performance of its functions;

FURTHER RECALLING that Article 12 of the Establishment Agreement requests the Host Country to grant the Secretariat and its premises, the Executive Director and the Deputy Executive Directors who do not have nationality of the Republic of Indonesia, such privileges and immunities as may be necessary for the exercise of their official duties and functions;

ACKNOWLEDGING the need to define the specific details of such privileges and immunities in a Host Country Agreement between the Parties;

PURSUANT to the prevailing laws and regulations of the Republic of Indonesia;

HAVE AGREED UPON THE FOLLOWING PROVISIONS:

ARTICLE 1 DEFINITIONS

For the purposes of this Agreement:

- a. "Agreement" shall mean the Host Country Agreement between the Government of the Republic of Indonesia and the Regional Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security on Hosting and Granting of Privileges and Immunities.
- b. "Agreement on Building Borrow-to-Use" shall mean the Agreement on Borrow-to-Use of Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security (CTI-CFF) Secretariat Building in Manado, North Sulawesi – Indonesia between the Directorate General of Marine Space Management Ministry of Marine Affairs and Fisheries of the Republic of Indonesia and the Regional Secretariat of CTI-CFF Number: 563/PJPRL/VI/2018 and Number: ADM/RS/6/18/353 dated 5 June 2018;
- c. "Establishment Agreement" shall mean the Agreement on the Establishment of the Secretariat of the Coral Triangle Initiative on Coral Reefs, Fisheries and Food Security, signed on 28 October 2011 in Jakarta and entered into force on 27 November 2014.
- d. "Host Country" shall mean the Government of Republic of Indonesia.
- e. "Laws and Regulations of the Host Country" shall mean any written laws and regulations containing rights and obligations binding to the general public which are enacted or decreed by the Host Country or its authorized official through procedures as stipulated under the prevailing laws and regulations of the Republic of Indonesia.

- f. "Appropriate Indonesian Authorities" shall mean relevant governmental authorities of the Republic of Indonesia.
- g. "CTI Council of Ministers" (CTI COM) shall mean the principal decision-making body of the CTI-CFF comprised of Ministers of the states who have deposited instruments of acceptance or approval or ratification with the Depository of the Establishment Agreement having responsibility for CTI-CFF matters. The CTI COM's authority is as set out in the Rules of Procedure.
- h. "Premises" shall mean to the buildings or parts of buildings and the land ancillary thereto of the Secretariat, irrespective of ownership, used for the purposes of the Secretariat, including the residence of Executive Director and Deputy Executive Director(s).
- i. "Archives" shall mean documents, records, databases (hard and soft) stored properly (in hardware or cloud) by the Secretariat.
- j. "Staff" shall mean the Executive Director, Deputy Executive Director(s), Professional Staff as defined by the Establishment Agreement
- k. "Staff's Immediate Family" includes the legal spouse and unmarried legal sons and daughters of the staff, who is not a member of some other household and who will reside regularly in the household of the staff.
- l. "Experts" are persons engaged by the Secretariat or any institutions working for CTI-CFF who have special expertise on specific matters required by CTI-CFF. His/her engagement shall be governed in a term of reference which shall be made known to the CTI COM. His/her work should also be informed to the Host Country's National Coordinating Committee.

ARTICLE 2

GENERAL PRINCIPLES

1. The privileges and immunities conferred under this Agreement are solely for the performance of the functions of the Secretariat and not for the personal benefits of any officials or Staffs of the Secretariat.
2. The Host Country grants the Secretariat and its Premises, the Executive Director, the Deputy Executive Directors, and the Professional Staff, who do not have the nationality of the the Republic of Indonesia, such privileges and immunities as may be necessary for the exercise of their official duties and functions.
3. It is the duty of all persons enjoying privileges and immunities in accordance with this Agreement to respect the Laws and Regulations of the Host Country and to refrain from interfering in the internal affairs of the Host Country.

4. In the event of misuse or abuse of any of the privileges and immunities granted under this Agreement, upon notification from the appropriate authority of the Host Country, the Executive Director shall have the right and duty to waive the immunity of any Staff 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.
5. Nothing in this Agreement shall affect the right of the Host Country to apply all appropriate safeguards in the interests of the Host Country. If any such safeguard is considered necessary, the Host Country shall immediately contact the Secretariat in order to determine jointly with the Secretariat appropriate measures to protect the interest of the Secretariat.
6. The Secretariat shall cooperate with the authorities of the Host Country to prevent any prejudice to the national security of the Host Country as a result of any activity of the Secretariat.
7. The Executive Director shall assist the Appropriate Indonesian Authorities to facilitate the proper administration of justice, secure the observance of police and prevent the occurrence of any abuse of privileges and immunities as well as the abuse of facilities provided under this Agreement.
8. Wherever this Agreement imposes obligations on Appropriate Indonesian Authorities, the responsibility for the fulfillment of such obligations shall be upon the Host Country.

ARTICLE 3

THE PREMISES

1. The Host Country shall continue to provide, without any rent or charge, the premises located at Jalan A.A. Maramis Kayuwatu, Kairagi II, Manado, Sulawesi Utara, 95254, Indonesia as the seat of the Secretariat.
2. The seat of the Secretariat shall not be removed from its location unless it is required by the Host Country due to reasons of public safety and security. In such case, the Host Country undertakes to ensure a new or temporary allocation for the premises be provided in expedient manner, in accordance with the Laws and Regulations of the Host Country, so that the functioning of the Secretariat is not disrupted.

ARTICLE 4

INVOLABILITY OF THE PREMISES

1. The Premises, its property, funds, and assets, wherever located in the Republic of Indonesia, shall be inviolable and immune from legal process, except insofar as in

- any particular case, the Executive Director has given the permission for such process to be carried out, whether by executive, administrative, judicial or legislative action.
2. The Archives of the Secretariat and, in general, all documents belonging to or held by it, shall be inviolable.
 3. The authorities of the Host Country shall not enter the Premises to perform any official duties therein, except with the express consent of the Executive Director. The Host Country however, for humanitarian reasons, reserves the right to enter the Premises without any prior consent of the Executive Director in the event of natural calamities and emergencies.
 4. The provision of this Article shall not prevent the application of fire protection or occupational health and safety or sanitary regulations of the relevant Host Country authorities.

ARTICLE 5

RESPONSIBILITIES OF THE HOST COUNTRY

1. The Host Country recognizes the legal personality of the Secretariat as stipulated under Article 3 of the Establishment Agreement.
2. The Host Country recognizes the right of the Secretariat to convene meetings within the Premises or, subject to the approval of the Host Country, to convene meetings elsewhere in the territory of the Republic of Indonesia.
3. The Host Country recognizes the freedom of assembly of the Secretariat, in the way of conducting proceedings in full freedom of discussions and decision making, at meetings convened by the Secretariat in relation with its official functions.

ARTICLE 6

RESPONSIBILITIES OF THE SECRETARIAT

1. The Secretariat shall be responsible for the maintenance of the Premises in a proper and appropriate conditions including the cost for office equipment, repairs, cleaning service, security service, electricity, telephone, and water as well as for other public utilities and services.
2. The Secretariat shall be responsible to provide insurance for the Premises against man-made disasters or natural disasters, emergency situations and accidents.
3. The Secretariat shall not allow the Premises to be used in the manner incompatible with its functions as well as the goals of CTI-CFF nor should they be used in violation of the Laws and Regulations of the Host Country.

ARTICLE 7

PROTECTION OF THE PREMISES

1. The Appropriate Indonesian Authorities, upon notification of the Secretariat, shall take actions against any disruption or unauthorized entry of the Premises to maintain the tranquility and undisturbed performance of functions of the Secretariat.
2. If 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 unauthorized person(s) or group of persons, as requested under the authority of the Executive Director.

ARTICLE 8

TAXES AND CUSTOMS DUTIES EXEMPTION

1. Subject to the Laws and Regulations of the Host Country, the Staff who do not possess Indonesian nationality for the period of their assignment with CTI-CFF shall be exempted from:
 - a. customs duties on import of their households and personal effects at the time of first taking up their post in Indonesia or within 6 (six) months after the date the residence permit was issued; 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 Host Country;
 - 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 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 Host Country 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 Laws and Regulations of the Host Country.

4. Subject to the prevailing Laws and Regulations of the Host Country, the Secretariat may be exempted from:
 - a. Taxes and customs duties in respect of articles imported or exported, for its official use;
 - b. It is understood, however, that articles imported under such exemption will not be sold or transferred within the territory of the Republic of Indonesia except under conditions agreed to with the Host Country
5. The Secretariat shall inform the Host Country the details of its imports and exports;
6. The exemption from taxation and duties referred to in this Article shall not apply to such taxes and duties payable under the Laws and Regulations of the Host Country by person contracted by the Secretariat.

ARTICLE 9
FINANCIAL FACILITIES

1. 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 Host Country relating to reporting of funds and foreign exchange movements.

ARTICLE 10
ACCESS, TRAVEL AND RESIDENCE

1. The Secretariat is responsible to arrange for the access, travel and residence of the Executive Director, Deputy Executive Directors, or Professional Staffs, upon the assumption of, or when concluding, their posts or assignment with the Secretariat.
2. The Secretariat must perform such arrangement in consultation and cooperation with the appropriate and relevant authorities of the Host Country in timely manner.
3. The Host Country undertake to facilitate such arrangement, in accordance with the prevailing Laws and Regulations of the Host Country, including in granting where

necessary facilities for speedy travel, visas, and staying permits where required, promptly to all persons referred in Paragraph 1 of this Article and Staff's Immediate Family whose members have been duly communicated in advance to the Host Country.

ARTICLE 11

PUBLICATION, COMMUNICATIONS AND INFORMATION

1. The CTI-CFF, including the Secretariat shall enjoy, for all its official communications, the same privileges and immunities, and treatment no less favorable than that accorded by the Host Country to representative offices of international organizations in the Republic of Indonesia.
2. 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.
3. Censorship shall not be applied to the official correspondence and/or communications of the Secretariat. When circumstances requiring the enforcement of censorship in the Host Country 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 12

IMPLEMENTATION REPORT

1. Secretariat shall provide report of implementation of this Agreement.
2. Such report must be provided on annual basis and submitted to the National Coordinating Committee of the Host Country.

ARTICLE 13

INTERPRETATION OF AGREEMENT

This Agreement shall be interpreted in the light of the primary objective of enabling the Secretariat to fully and efficiently discharge its functions and mandates as stipulated under the Establishment Agreement.

ARTICLE 14

AMENDMENTS

1. Either Party may propose amendments to this Agreement. Such proposal should be conveyed in writings to another party.

2. Any amendments that are agreed to by the Parties shall be put in writing and shall constitute an integral part of this Agreement.
3. Such amendments shall enter into force on the date as agreed to by the Parties and, when required, after the completion of the internal requirements of the Host Country for the entry into force of such amendments.

ARTICLE 15

SUPPLEMENTARY ARRANGEMENTS

1. The Secretariat and the Host Country may enter into any supplementary arrangements or documents as may be necessary to give effect to this Agreement.
2. Such arrangements shall enter into force in the manner as agreed to by the Parties and they shall constitute an integral part of this Agreement.

ARTICLE 16

RELATIONSHIP WITH OTHER AGREEMENTS

1. Any preceding agreements which govern the hosting and granting of privileges and immunities between the Host Country and the Secretariat are terminated by the entry into force of this Agreement.
2. This Agreement shall be read in conjunction with the Establishment Agreement of the Secretariat.

ARTICLE 16

SETTLEMENT OF DISPUTES

Any difference or dispute between the Parties relating to the interpretation and/or application and/or implementation of any of the provisions of this Agreement shall be settled amicably through mutual consultation and/or negotiation among the Parties without reference to any third party or international tribunal.

ARTICLE 17

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Agreement shall enter into force on the date of written notification to the Executive Director by the Host Country of the completion of internal requirements for the entry into force of this Agreement.
2. This Agreement shall remain in force until it is terminated.
3. Either Party may terminate this Agreement by giving a notice in writing of its intention to terminate this Agreement to the other Party, not less than six (6) months from the intended date of termination.

4. In the event of such termination, this Agreement shall be deemed as in force over a period that the Parties mutually agreed to in writing for the conclusion or settlement of any affairs of the Secretariat and the Host Country which may include the disposal of the Secretariat's property in the the Republic of Indonesia.

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

DONE in duplicate at this in the Indonesian and English languages. In case of any doubt in interpretation, the English text shall prevail.

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

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