

Agreement between
the Government of the French Republic
and the CGIAR System Organization
regarding the headquarters of the CGIAR System
Organization and its privileges and immunities on
French territory
Unofficial consolidated version¹

¹ This unofficial consolidated version combines the *Agreement between the Government of the French Republic and the Consortium of International Agricultural Research Centers regarding the headquarters of the Consortium and its privileges and immunities on French territory*, signed on 4 March 2013 and effective on 31 July 2014, and the amendment to this Agreement made by exchange of letters signed by the Government of the French Republic and the CGIAR System Organization respectively on 4 and 9 January 2017. The official documents (the Agreement itself and its amendment in French) are available upon request at: legal-cgiar@cgiar.org.

The Government of the French Republic, and

The CGIAR System Organization, hereafter named the 'Parties',

Whereas the Agreement establishing the CGIAR System Organization as an international organization, signed in Montpellier on 13 September 2011;

Whereas the CGIAR System Organization has chosen to set up its headquarters in France;

have agreed as follows:

Article 1

The CGIAR System Organization, hereafter named the 'Organization', is authorized to set up its headquarters in France for the requirements of its operations, with the exception of premises used to accommodate its employees.

The Organization's headquarters are located in Montpellier.

Article 2

The Organization shall have legal personality on French territory. In particular it shall have the capacity to contract, acquire and dispose of the movable and immovable property required for its operations. The Organization shall have the capacity to participate in legal proceedings.

Article 3

The headquarters of the Organization are inviolable. French agents or civil servants shall only enter these headquarters to carry out their duties with the consent of the Executive Director of the Organization.

However, the consent of the Executive Director is presumed to be given in the event of a fire or other disasters which require immediate protective measures.

The Organization shall not permit its headquarters to be used as a place of refuge by a person being prosecuted for a crime or an offence committed *flagrante delicto*, or who is the subject of an arrest warrant, a criminal conviction, or a deportation order issued by the French authorities.

Article 4

The competent French authorities shall take the measures necessary to protect the premises of the Organization's headquarters and maintain order in the immediate vicinity.

Article 5

1° The Organization shall have immunity from legal jurisdiction except in cases:

- a) Of civil action brought by a third party for damage resulting from an accident caused by a motor vehicle belonging to the Organization or used on its behalf, or a violation of traffic regulations for motor vehicles involving such a vehicle;
- b) Of a counter-claim;
- c) Of action relating to a fiscal or customs liability.

2° The Organization may expressly waive its immunity from legal jurisdiction in a specific case.

Article 6

1° The Organization's property and assets shall be exempt from seizure, confiscation, requisition and expropriation or any other form of administrative or legal measure of constraint.

2° The provisions in the preceding paragraph shall not apply:

- a) If such measures are temporarily required in order to prevent accidents involving motor vehicles belonging to the Organization or used on its behalf and for the purposes of pursuing enquiries related to such accidents;
- b) If the measures result from civil action brought by a third party for damage resulting from an accident caused by a motor vehicle belonging to the Organization or used on its behalf, or a violation of traffic regulations for motor vehicles involving such a vehicle;
- c) In the case of a final and binding decision given pursuant to article 21 relating to the settlement of disputes in contractual matters; or
- d) In the case of action relating to a fiscal or customs liability involving the Organization

or its employees or former employees, the provisions of the present article shall not prevent taking the measures necessary to safeguard the rights of the French public treasury in the case where the fiscal or customs obligations of the Organization or employees or former employees are not complied with.

Article 7

1° The Organization shall be required to take out insurance to cover its obligations which may arise from its activities or those of its employees for whom it is legally responsible.

2° The Organization is deemed to have waived its immunities from jurisdiction and measures of execution if, in the event that damage occurs, it has not taken out insurance pursuant to paragraph 1 of this article.

Article 8

The archives of the Organization and, in general, all official documents belonging to them or held by them in whatever format shall be inviolable wherever they may be located.

Article 9

The inviolability of the official correspondence of the Organization shall be guaranteed.

Article 10

1° Under the conditions laid down in the regulations in force in each State, the Organization may:

- a) Receive and hold funds and currencies of any kind and have accounts in any money and any country;
- b) Freely transfer its funds and its currencies within French territory, from France to another country and vice versa.

2° In exercising its rights under this article, the Organization shall pay due regard to all representations made to it by the Government of the French Republic.

Article 11

As part of its official activities, the Organization, its assets, revenues, and other property shall be exempt from all direct taxes. The exemption shall not, however, concern taxes on remuneration for services rendered.

However, this exemption shall not apply to the Organization's potential commercial activities.

Article 12

1° Acquisitions and leases of property by the Organization for its administrative and technical functioning shall be exempt from property transfer costs and land registration tax.

2° The insurance contracts taken out by the Organization for its official activities shall be exempt from the special tax on insurance agreements. However, this exemption shall not apply to the Organization's commercial activities.

Article 13

1° The Organization shall pay, under conditions of ordinary law, taxes on turnover which form part of the price of goods sold or services rendered.

2° However, the taxes on turnover, and in particular VAT, paid to the state and pertaining to large acquisitions of movable property or services intended for the administrative, scientific, and technical functioning of the Organization, as well as the publication of publications regarding its mission, shall be subject to reimbursement or exemption under the conditions laid down in a common agreement with the competent French authorities.

Article 14

1° Purchases of administrative, technical and scientific materials required for the functioning of the Organization, as well as the publications relating to its mission, shall be made free of duties and/or taxes.

2° The items which come under the categories of goods referred to in the preceding paragraph shall also be exempt from all prohibitive or restrictive measures when imported or exported. However, they shall remain subject to reporting requirements and regulatory standards.

Article 15

The goods acquired pursuant to articles 13 and 14 shall only be the subject on French territory, if appropriate, of a transfer or loan, whether free of charge or against payment, under the conditions previously approved by the competent French authorities.

Article 16

1° The government of the French Republic shall authorize, unless reasons of public order make this impossible, the entry and stay in France, without visa charges, for the period of their duties or assignments with the Organization for

- a) Employees of the Organization as defined in appendix B of the present agreement
- b) Spouses and dependent children living in the residence of the Organization's employees
- c) Advisors and experts on assignment with the Organization

2° Persons referred to in the preceding paragraph shall not be exempt from the implementation of the quarantine and public health regulations in force.

Article 17

1° The Organization's employees defined in appendix B of the present agreement shall enjoy:

- a) Immunity from legal jurisdiction for acts undertaken in the course of their duties and strictly within the limits of their duties, even after they are no longer in the service of the Organization. This immunity does not apply in the event that road traffic regulations are violated by a member of the Organization's personnel or if damage is caused by a vehicle belonging to them or driven by them;
- b) A special residence permit issued by the competent French authorities, for themselves, their spouses and dependent children;
- c) The same facilities with regards to exchange control regulations as those granted to diplomatic agents;
- d) During periods of international tension, the same repatriation facilities granted to members of diplomatic missions. Their spouses as well as dependent members of their families shall enjoy the same facilities.

2° In addition they shall enjoy the right to import free of duty their movable property and their personal effects in use when their normal place of residence in France is being established.

3° The employees referred to in points 1° and 2° of appendix B shall be entitled to import a motor vehicle free of duties or taxes.

Article 18

The advisors and experts on assignment with the Organization on French Republic territory during the course of their duties or in carrying out their assignment and during their travels to or from the place of assignment shall enjoy the following privileges and immunities:

- a) Immunity from legal jurisdiction, even after the end of their assignment, for acts undertaken by them in the course of their duties and strictly within the limits of their duties. This immunity from legal jurisdiction shall not apply in the event of a violation of road traffic regulations by one of the persons referred to in this article or in the event of damage caused by a vehicle belonging to them or driven by them;
- b) Immunity from arrest or detention, except for an offence committed flagrante delicto which is punished by at least two years' imprisonment;
- c) From inviolability of all official papers and documents;
- d) The same facilities with regards to exchange control regulations as those granted to diplomatic agents.

Article 19

Should the Organization set up its own social security system for all the contingencies covered by social security or should it join another Organization's system, the Organization as well as its Executive Director and the employees defined in Appendix B, shall be exempt from compulsory contributions to the French social security system, subject to agreements to be finalized to this effect with the French government pursuant to the provisions of Article 28.

Article 20

1° The Organization's employees defined in Appendix B shall be subject to tax for the benefit of the Organization on salaries and emoluments paid to them. From the date the said tax is applied, these salaries and emoluments shall be exempt from French income tax; however, these salaries and emoluments shall be taken into account by France in order to calculate the amount of taxes and revenue from other sources which are subject to French tax.

2° The provisions of the preceding paragraph shall not apply to pensions and annuities paid by the Organization to former employees.

3° The French authorities shall endeavour, together with the authorities of States concerned, to settle cases of double taxation on salaries and emoluments concerning foreign civil servants put at the disposal of the Organization.

Article 21

1° The Organization shall take the appropriate measures with a view to the jurisdictional settling of disputes which may arise between the Organization and employees, in the course of working relations, by waiving its immunity from legal jurisdiction or by referring to the constitution of an external, independent, and impartial tribunal in order to ensure employees the possibility of legal recourse.

2° Without prejudice to the provisions of article 5 of the present agreement, the Organization shall include an arbitration clause in contracts to which it is party with all other persons, subject to the status of its contractual partner or matters which cannot be used in arbitration under French law, which states that any difference related to the interpretation or implementation of the contract may, at the request of one or the other party, be submitted to arbitration.

3° The Organization shall take all the appropriate measures in order to settle disputes:

- a) arising from contracts that it has entered and where there is no recourse to arbitration;
- b) of a criminal nature in which it is involved;
- c) in which one of the persons referred to in articles 17 and 18 who has immunity because of their duties is implicated, insofar as this immunity has not been waived pursuant to article 25.

Article 22

Each year the Organization shall give the competent French authorities the names and addresses of employees as defined in appendix B of the present agreement. The Organization shall be responsible for issuing an annual certificate to each of them with the amount of remuneration of any kind it has transferred each year to them along with the details and the nature of these transfers. The Organization shall be responsible for carrying out the same obligations with regard to former employees in terms of pensions, annuities, or any other sum that it transfers to them.

Article 23

The Executive Director of the Organization shall collaborate, at any time, with the competent French authorities with a view to facilitating the proper administration of justice, ensuring compliance with police regulations, and preventing any abusive uses of privileges and immunities, exemptions and facilities listed in the present agreement.

Article 24

The Government of the French Republic shall not be responsible for granting its citizens or permanent residents in France the privileges and immunities mentioned in articles 17 (paragraph 1, subpara b, c and d, and paragraphs 2 and 3) and 18 (subpara d).

Article 25

The privileges and immunities provided for in the present agreement are granted to their beneficiaries, not for their personal benefit, but in the interest of the smooth functioning of the Organization. The member states of the Organization and the Organization have the right and the duty to waive the immunity of beneficiaries in cases where it can be waived without prejudice to the interests of the Organization. In respect of the Executive Director, the System Management Board shall have the right to waive immunities.

Article 26

The provisions of the present agreement shall not in any way affect the right of the Government of the French Republic to take the measures that it deems appropriate for the security of France and the safekeeping of public order.

Article 27

Any dispute that may arise between the parties on the interpretation and implementation of the present agreement and which has not been settled through negotiation shall be, unless the parties have agreed otherwise, subject, at the request of one or the other, to arbitration in accordance with the provisions in appendix C. All matters relating to the statutes, objectives, activities, powers and functioning of the Organization shall be settled by reference to the agreement establishing the CGIAR System Organization as an international organization and the Charter appended.

Article 28

The Parties may conclude additional agreements clarifying or completing the provisions in the present agreement.

Article 29

Appendixes A, B and C are an integral part of the present agreement.

Article 30

Each of the parties shall notify the other of its approval of the present agreement which shall come into force thirty days after the date of receipt of the last notification.

Executed in (Place), on (Date), drawn up in duplicate.

For the government of the French
Republic

For the CGIAR System Organization

APPENDIX A

The buildings which house the Organization's French headquarters are located at:
1000 Avenue Agropolis, 34394 Montpellier Cedex 5, France.

The present appendix may, where appropriate, be modified by agreement between the Government of the French Republic and the Organization, in particular in the event that the latter has just moved to other premises.

APPENDIX B

Employees of the Organization employed at the Organization's headquarters include the agents employed by contract by the Organization on a continual basis and for a period of at least one year.

Employees are divided into the following categories:

1° The Executive Director of the Organization and the members of the System Management Board.

2° The Organization's civil servants, namely persons other than the Executive Director or members of the System Management Board, who have responsibilities in the administrative and technical areas of the Organization's work.

3° Researchers from other centres which are members of the Organization seconded to or made available to the Organization for a period of more than one year and directly paid by the Organization.

4° The administrative or technical personnel appointed by the Executive Director.

5° The service personnel, namely persons assigned to domestic service for the Organization, with the exception of personnel assigned to the service of an employee of the Organization.

APPENDIX C

Arbitration

1° Unless the parties in the dispute are otherwise agreed, the arbitration procedure shall be run in accordance with the provisions of the present appendix.

2° The court of arbitration shall be made up of three members – one appointed by the Government of the French Republic, another appointed by the Organization, and the third, who shall chair the court, by joint agreement between the two arbitrators. The latter shall be neither an agent nor a former agent of the Organization.

The application instituting proceedings shall bear the name of the arbitrator appointed by the complainant, and the defendant shall provide the name of the arbitrator who they have appointed to the other party within two months of receipt of the application. Unless they fail to provide this notification by the above deadline or, unless the two arbitrators fail to agree on the choice of the third arbitrator within two months of the last appointment of an arbitrator, the arbitrator or third arbitrator, as the case may be, shall be appointed by the Secretary General of the Permanent Court of Arbitration within two months at the request of the first party to act.

3° The rulings of the court of arbitration shall be binding upon the parties. The parties shall bear the costs of the arbitrator which they have appointed and shall fully share all other costs. In all other matters, the court shall establish its own rules of procedure.