

**Agreement between the World Organisation for Animal
Health and the Government of the Republic of Mali
concerning the headquarters of the Regional
Representation for Africa**

The World Organisation for Animal Health
and
The Government of the Republic of Mali

Wishing to conclude an Agreement regulating the establishment and operation of an OIE Regional Representation for Africa, determining the rights and obligations of the Parties, the privileges and immunities that the Government shall accord the OIE, the Representatives of Member Countries, their experts and their officers in the performance of their mission and duties on the territory of the Republic of Mali, and of various associated matters.

Have agreed as follows:

I DEFINITIONS

Article 1

For the purposes of the present Agreement:

- a) the term ‘Government’ denotes the Government of the Republic of Mali;
- b) the term ‘OIE’ denotes the World Organisation for Animal Health;
- c) the terms ‘property and assets’, ‘funds, currency and cash holdings’ and ‘income and other property’ mentioned in this Agreement comprise the property, assets and funds managed by the OIE Regional Representation in pursuit of its constitutional functions;
- d) the term ‘representatives’ shall mean all the officers of the OIE and the delegates, advisers, technical experts and secretaries of the delegations of countries and territories;
- e) the terms ‘freedom of assembly’ and ‘meeting of the Regional Representation’ concern all the meetings of the Regional Representation as well as all the conferences and sessions, symposiums, seminars and workshops convened at the initiative of the Regional Representation or held under its authority or under its auspices in any place whatsoever on the territory of Mali;

- f) the term ‘communication’ denotes all communications of the Regional Representation by mail, telegraph, telex, telephone, and electronic or other appropriate means;
- g) the term ‘Regional Representative’ denotes the Representative of the Director General of the OIE for Africa, in charge of the Regional Representation.

II REGIONAL REPRESENTATION

Article 2

The Government and the OIE decide by mutual agreement to establish the headquarters of the OIE Regional Representation for Africa in Bamako.

The aim of the Regional Representation is to provide OIE Member Countries with services that are better adapted and in closer proximity, with a view to the strengthening of animal disease surveillance and control within the region.

The Regional Representation has a mandate:

- a) to contribute to an improvement in the quality of information on animal diseases and the harmonisation of control methods used for these diseases, in close collaboration with national or international animal health services in the region;
- b) to promote training programmes for Chief Veterinary Officers, or other animal health officials, particularly in seeking finance and organising such training sessions or seminars that the countries in the region deem necessary;
- c) to undertake or monitor the development of any other action that the OIE International Committee considers to be in the interest of the Member Countries in the region.

The countries falling within the competence of the Regional Representation are all the African Member Countries of the OIE.

III LEGAL CAPACITY

Article 3

The OIE enjoys legal status and the resulting capacities, notably:

- a) to enter into contracts;
- b) to acquire, and to dispose of or sell, movable or fixed property;
- c) to be party to legal proceedings.

Article 4

The Government recognises that, in Mali, the OIE, as well as its members and representatives of Member Countries in their relations with the Regional Representation, shall enjoy full and complete freedom of assembly, including freedom of discussion and decision, within the framework of the normal functioning of the Regional Representation.

IV PRIVILEGES AND IMMUNITIES

A. International territory, Office, Archives, Premises and Accommodation

Article 5

The Government undertakes to place land and premises at the disposal of the OIE for the purpose of setting up its Regional Representation.

Article 6

The land and premises occupied by the Regional Representation and its outbuildings shall be inviolable.

Article 7

The archives of the Regional Representation and, in general, all the documents belonging to it or in its keeping shall be inviolable.

B. Property, Assets and Funds

Article 8

The Regional Representation, its property and assets, wherever they may be located in Mali and whomsoever is the holder, shall enjoy immunity from any form of legal action and from any action of entry and search, seizure, expropriation or any form of interference, whether in the form of an executive, administrative, legal or legislative measure.

Article 9

Without being subject to any verification, regulation or financial moratorium:

- a) The Regional Representation may hold funds, currency or cash holdings of any kind and keep accounts in any currency;
- b) The Regional Representation may freely transfer its funds, currency and cash holdings to or from any territory of OIE Member Countries and convert its currency holdings into any other currency.

Article 10

The Regional Representation, its property, funds and assets are exempt from all direct taxes, duty and indirect taxes, which are normally included in the price of goods or services or are in addition to the price, when they amount to less than 100,000 FCFA for an acquisition or operation for the official use of the Regional Representation.

When the amount of indirect taxes exceeds 100,000 CFAF for an acquisition or operation for the official use of the Regional Representation, the Government shall accord the required exoneration by issuing an attestation of exemption.

C. Communication facilities

Article 11

In pursuit of its official activities, the Regional Representation shall enjoy the same treatment on the territory of Mali as that accorded by the Government to any other international institution, in terms of priority, rates and taxes on communications by post, cablegram, telegram, radiogram, telex, telephoto, telephone or other means, and in terms of press rates.

Article 12

The official communications of the Regional Representation shall in no case be censored. The Regional Representation may use codes and send or receive its correspondence by courier or sealed dispatch-bag, which shall be accorded the same privileges and immunities as diplomatic couriers and bags.

D. Representatives of Member Countries, Experts undertaking missions, Officers

Article 13

The representatives of Member Countries of the World Organisation for Animal Health, within the framework of their mission and during their journey to or from the venue of a meeting or any other place in the region, shall enjoy the following privileges and immunities:

- a) immunity from arrest or detention, as regards their person, and from seizure of their personal baggage, as well as immunity from all jurisdictions for all their acts in the performance of their duties and within their competence, including their words and deeds;
- b) inviolability of all papers and documents;
- c) the right to use codes and to send or receive documents or correspondence by mail or by sealed bag;

- d) exemption, for themselves and for their spouses, from immigration restrictions, and from registration formalities for aliens and military service in Mali;
- e) the same facilities, in regard to monetary or foreign exchange restrictions, as those accorded to representatives of foreign governments on temporary official duty;
- f) the same immunities and facilities, in regard to their personal baggage, as those accorded to members of diplomatic missions of equivalent rank.

Article 14

In order to guarantee that representatives of OIE Member Countries enjoy freedom of speech and total independence in the performance of their duties, they shall be accorded jurisdictional immunity concerning deeds performed within the limits of their powers, including their written and spoken words, even after they have ceased to perform said duties.

E. Officers

Article 15

The Director General of the OIE shall determine in consultation with the Government:

- a) the different categories of officers covered by the provisions of the present Agreement;
- b) the scope of the immunities, privileges and facilities applicable to each of these categories. The Director General shall also provide the Government with the updated list of the officers referred to above, indicating the category to which they belong.

Article 16

OIE officers:

- a) shall enjoy jurisdictional immunity for their spoken and written words and all deeds for which they are responsible in the performance of their official duties;
- b) shall be exempt from the payment of taxes on salaries, allowances and other remuneration paid to them by the Regional Representation. The Government of the Republic of Mali shall not, however, grant this exemption to its own citizens or aliens with permanent residency status in the Republic of Mali, unless the OIE has agreed to a system whereby salaries and emoluments are taxed by the Organisation itself;
- c) shall be exempt from any obligation relating to military service, provided that they are not of Malian nationality;

- d) shall not, along with members of their families, be subject to immigration restriction measures, or measures governing the registration of aliens or the recording of fingerprints;
- e) shall enjoy, in regard to foreign exchange facilities, the same privileges as officers of equivalent rank belonging to diplomatic missions accredited by the Government;
- f) shall, along with their dependants, enjoy the same repatriation facilities as diplomatic agents in periods of international crisis;
- g) shall be entitled to import free of tax, if they are not of Malian nationality or if they do not have permanent residency status in Mali:
 - their furniture and personal effects during the six (6) months following their taking up office, and certain products for personal consumption (food, beverages, etc.), a list of which shall be determined in agreement with the Government;
 - one car per family, once every three (3) years, on the understanding that the tax will become payable in the event of the car being sold or transferred, before the expiry of a period of two (2) years from its importation, to a third party not entitled to this exoneration.

Article 17

- a) the OIE will at all times co-operate with the Malian authorities to avoid any abuse of the privileges and facilities provided for under the present Agreement;
- b) the OIE reserves the right to lift the immunity granted to any member of the Representation in any situation where it considers that this immunity would prevent the proper course of justice being carried out and where it considers that said immunity could be lifted without being prejudicial to the interests of the OIE.

V SECURITY OF THE REGIONAL REPRESENTATION

Article 18

All the property, premises or installations designated in Article 6 of the present Agreement shall be protected from any event that could endanger the safety of its personnel and their families or result in damage;

- a) to this end, the Government undertakes to guarantee security in the area surrounding the grounds and premises of the Regional Representation;
- b) however, security within the said grounds and premises shall be maintained by the Regional Representation, the Representative of which is authorised, where necessary, to call upon the competent Governmental Authorities to restore order.

VI DISPUTE SETTLEMENT

Article 19

Any dispute arising between the OIE and the Government in regard to the interpretation or application of the present Agreement or of any subsidiary Agreement shall be resolved through diplomatic channels.

VII FINAL PROVISIONS

Article 20

The present Agreement may be amended or revised with the assent of the two Parties.

It may be terminated in writing by either Party; such termination will come into effect one year later.

Article 21

The present Agreement will come into force on the date of its signature.

Done in two originals
both in the French language,
which will each be deposited
with one of the Parties to the present Agreement

Paris, 28 of May 2013

For
The World Organisation
for Animal Health

For
The Government of the
Republic of Mali

Bernard Vallat
Director General

Mrs. Diane Mariam Kone
Minister of Livestock and Fisheries