HOST AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF FIJI

AND

Pacific Islands Development Forum

PACIFIC ISLANDS DEVELOPMENT FORUM
BETWEEN:  THE GOVERNMENT OF THE REPUBLIC OF FIJI hereinafter referred to as the "GOVERNMENT" of the one part;

AND:  THE PACIFIC ISLANDS DEVELOPMENT FORUM hereinafter referred to as the "PIDF" of the other part.

PREAMBLE

The Government of the Republic of Fiji and the Pacific Islands Development Forum: —

ACKNOWLEDGE the decision of the Inaugural Summit of the Pacific Islands Development Forum to establish the PIDF Secretariat modeled on inclusive and sustainable development principles and to be operated on the principle of 'less is more and more for less';

NOTING the declaration by the Government of the Republic of Fiji of the PIDF as an international organization under the Diplomatic Privileges and Immunities Act of Fiji (Cap 8); and

DESIRING to conclude an agreement regarding the operation of the PIDF in the Republic of Fiji and the privileges, immunities and facilities to be granted by the Government of the Republic of Fiji and the responsibilities and obligations of the PIDF and other related matters;

HAVE AGREED as follows:

ARTICLE 1

Definitions

For the purpose of this Agreement except where the context otherwise requires:

(a) "Fiji" means the Republic of Fiji;

(b) "Fijian Nationals" refers to citizens of Fiji;

(c) "Government" means the Government of the Republic of Fiji;

(d) "Official Activities" means all activities undertaken pursuant to this Agreement, including PIDF's administrative activities;

(e) "PIDF" means the Pacific Islands Development Forum;
(f) "Secretariat" mean the Secretariat of PIDF;

(g) "Secretary-General" means the Secretary-General of PIDF;

(h) "Staff Member" means all employees appointed or recruited subject to police clearance from the country of origin for full-time or part-time employment with PIDF and subject to its staff regulations but does not include independent contractors.

ARTICLE 2

Overview of PIDF

1. PIDF is an international organization that is owned and run by Small Island Developing States and Territories of the Pacific and focuses exclusively on their inclusive and sustainable development needs and aspirations. PIDF will drive transformative changes through regional and national mechanisms by accelerating the integration of the three pillars of sustainable development to balance the pursuit of economic growth against the needs of societies and the sustainability of the environment. PIDF will also facilitate the use of innovative tools such as green - blue economy, adaptive leadership, and genuine partnerships to stimulate robust debates that address the root causes of unsustainable development practices.

2. PIDF serves as a dynamic regional partnership where leaders and representatives of Small Island Developing States and Territories of the Pacific take ownership of their problems, decisions and actions to address their special development needs. PIDF provides for an inclusive multi-stakeholders forum where leaders of governments, private sectors and civil societies participate as equals. PIDF is the Pacific regional counterpart for the South-South groupings and other regional and international mechanisms that focus exclusively on the sustainable development of developing states.

ARTICLE 3

Legal Personality

1. The Government recognizes that PIDF is an intergovernmental organization with international juridical personality.

2. In the Republic of Fiji, the PIDF shall have the following legal capacity necessary for the carrying out of its functions and operations:

   (a) enter into contracts;

   (b) acquire and dispose of movable and immovable property;
(c) institute and respond to legal proceedings; and

(d) take such other action as may be necessary for the fulfillment of its purposes and activities.

ARTICLE 4

Immunities of PIDF

1. Except as otherwise provided in this Agreement, the activities of PIDF in Fiji shall be governed by the laws of Fiji.

2. Within the scope of its official activities, PIDF and its property, premises and assets shall have immunity from suit and other legal process except:

(a) to the extent that PIDF expressly waives such immunity from such suit and other legal process in a particular case;

(b) in respect of any contract for the supply of goods or services, any lease for premises, any loan or other transaction for the provision of finance and any guarantee or indemnity in respect of any such transaction or of any other financial obligation;

(c) in respect of a civil action by a third party for death, damage or personal injury arising from an accident caused by a motor vehicle belonging to or operated on behalf of PIDF;

(d) in respect of a motor vehicle offence involving a motor vehicle belonging to or operated on behalf of PIDF;

(e) in the event of an attachment, pursuant to the final order of a court of law for the salaries, wages or other benefits owed by PIDF to a staff member or to an expert;

(f) in respect of a counter-claim directly connected with proceedings initiated by PIDF; and

(g) in respect of the enforcement of an arbitration award made under Article 16 of this Agreement;

3. PIDF’s property, premises and assets shall have immunity from any form of restrictions or controls such as searches, requisition, confiscation, expropriation or attachment. They shall also be immune from any form of administrative or judicial constraint (however motor vehicles belong to or operated on behalf of PIDF shall not be immune from administrative or judicial constraint when temporarily necessary in connection with the prevention of, and investigation into, accidents involving such motor vehicles). These immunities shall cease to apply in relation to property, premises and assets which have been abandoned by PIDF for a period in excess of twelve months.
ARTICLE 5

Premises and Property

1. The premises of PIDF shall be inviolable and shall be under the full authority of PIDF. The appropriate authorities may enter the premises to carry out their duties only with the consent of the Secretary-General and under the conditions agreed to by him or her. The Secretary-General’s consent shall be deemed to have been given in the case of fire or other occurrences which may require immediate protective action.

2. The Government shall take all appropriate steps to protect the premises of PIDF against any intrusion or willful damage and to prevent any impairment of its dignity.

3. PIDF shall make known to Government the location of any temporary occupation of premises for the performance of its official activities. Where any premises are used or occupied by PIDF for the performance of its official activities, such premises shall with the concurrence of the Government be accorded the status of premises of PIDF.

4. PIDF shall not permit any of its premises to become a refuge for any persons.

5. The records of PIDF shall be inviolable wherever they are and by whomever they are possessed.

6. The Government shall provide reasonable and appropriate premises for PIDF office in Suva, free of charge. The Government shall assist PIDF in the obtaining of public services, such as electricity, water, waste disposal, gas and telephone at its permanent premises.

ARTICLE 6

Communications

1. PIDF may employ all appropriate means of communication, in line with the laws of Fiji.

2. PIDF shall install and use a radio transmitter or satellite dish communication, if available communication facilities are inadequate.

3. The Government shall take all reasonable steps to assist PIDF to meet its specific technical and administrative communication needs.
ARTICLE 7

Exemption from Taxes and Currency Controls

1. Within the scope of its official activities, PIDF, its property, premises and its income, including contributions made to PIDF under this Agreement shall be exempt from all national taxes.

2. Goods, purchased for the official purpose of PIDF offices shall be exempt from all customs and excise duties and taxes except for indirect taxes incorporated as part of goods and services. Goods which have been acquired or imported by PIDF to which exemptions apply shall not be given away, donated, sold, lent, hired out, re-exported or otherwise disposed of in Fiji except under conditions agreed in advance with the Government.

3. The Government shall allow financial transfers into and out of Fiji by PIDF in accordance with the laws of Fiji.

4. Acquisition of motor vehicles under diplomatic privileges shall be in line with the relevant laws of Fiji governing such acquisition for diplomatic missions and international organizations under the various diplomatic schedules and prior approval of the Government must be obtained.

ARTICLE 8

Staff Members

1. Staff members of PIDF:

(a) Shall have, even after the termination of their service with PIDF, immunity from suit and other legal process in respect of acts and things done by them in the exercise of their official functions, including words written or spoken; this immunity shall not, however, apply in the case of a motor vehicle offence committed by such a staff member nor in the case of civil or administrative proceedings arising out of death, damage or personal injury caused by a motor vehicle belonging to or driven by him or her;

(b) Unless they are Fijian nationals, staff members who are non-resident shall at the time of first taking up their post in Fiji, be exempt from custom duties and other such charges (except payments for services) in respect of import of furniture and personal effects including a motor vehicle in their ownership or possession or already ordered by them and intended for their personal use or for their establishment provided such goods are imported within six months of a staff member’s first entry into Fiji;

(c) Unless they are Fijian nationals or are deemed resident in Fiji, shall be exempted from all taxes on income received from PIDF;
(d) Shall enjoy within and with respect to Fiji the same protection and repatriation facilities with respect to themselves, their families who are members of their households, as are accorded to foreign nationals in time of international crises.

2. PIDF staff members, who are not Fijian nationals must have a valid work permit to enter, reside and work in Fiji.

3. Fijian nationals working at PIDF shall pay tax in line with the relevant laws of Fiji.

**ARTICLE 9**

**Object of Privileges and Immunities accorded to Staff Members**

1. Privileges and immunities are accorded to staff members to ensure the independence of the persons to whom they are accorded in the exercise of their functions.

2. The Secretary-General of PIDF has the right and duty after consultations with the members of PIDF to waive any immunities, other than his or her own, and those of his or her spouse and dependent children, when he or she considers that such immunities would impede the course of justice and they can be waived without prejudicing the purposes for which they were accorded.

**ARTICLE 10**

**Political Neutrality**

1. PIDF Staff shall not engage in activities or make public statements, verbal, written or visual, that are of a partisan political nature in the context of Fiji; nor shall they use privileges or immunities granted to them under this Agreement to further aspirations of a partisan political nature for themselves or their personal associates.

2. Nothing in clause 1 above shall restrict or prevent the staff members from pursuing personal and private political aspirations after the termination of their services with PIDF.

3. Any officer who is a Fijian national or national of another country that wishes to pursue a political aspiration/career whilst in the services of PIDF, will have to resign from PIDF before taking up his/her political career.

**ARTICLE 11**

**Immigration and labor laws**

1. PIDF shall comply with all the laws of Fiji including their spouses and dependent children.
2. The Ministry of Foreign Affairs of the Government shall, within a reasonable time facilitate visas or permits for staff members and their spouses and dependent children upon receipt of the appropriate and formal request.

ARTICLE 12

Notification of appointment

1. PIDF shall inform the Government one month in advance of any intended staff appointment.

2. PIDF shall also inform the Government immediately when any staff member relinquishes his or her appointment.

3. Prior notice of the arrival and final departure of PIDF staff members who are not Fijian nationals, shall be given prior to their arrival and departure including any accompanying spouse and/or dependent children.

4. PIDF shall twice annually [in June & December] send to the Government a list of all staff members, their spouses and dependent children in Fiji.

5. A separate list of “Locally Engaged Staff” is also to be submitted.

6. The immunities and privileges of this Agreement shall only apply to individuals who have been made known to the Government.

ARTICLE 13

Cooperation

1. PIDF shall cooperate fully at all times with the appropriate authorities in order to prevent any abuse of the privileges, immunities and facilities provided for in this Agreement. The Government reserves its sovereign right to take reasonable measures to preserve security.

2. Nothing in this Agreement prevents the application of laws necessary for health and quarantine or in respect of PIDF and its staff members, laws relating to public order.

ARTICLE 14

Consultation

The Government and PIDF will consult at the request of either party, concerning matters arising but not limited to and including the interpretation or the application of the Agreement or any questions affecting the relations between Government and PIDF under this Agreement within 30 (Thirty) days of receipt of a notification in writing requesting consultation.
ARTICLE 15

Amendment

This Agreement may be amended in writing after the Government and PIDF have consulted and agreed on the proposed amendments.

ARTICLE 16

Applicable law and settlement of disputes

1. The applicable laws shall be the laws of Fiji.

2. Any dispute between the Government and PIDF shall be settled by negotiations or by arbitration in accordance with the Arbitration Act of Fiji [Cap 38].

3. All disputes that cannot be settled must be forwarded for arbitration within 60 (Sixty) days after consultation by notification in writing from either party.

4. Both parties agree to each appoint an independent Arbitrator within 60 (Sixty days), after a notification for arbitration has been issued by one of the parties. Both the appointed arbitrators will agree on one more Arbitrator as the third Arbitrator.

5. All Arbitrators will arbitrate and determine an award within 3 months of the arbitration proceedings.

6. The decision of the Arbitrators shall be final and conclusive and cannot be challenged in any Court of Law.

7. All costs pertaining to the arbitration shall be borne as the arbitrator may direct.

ARTICLE 17

Entry into force, extension, term and termination

1. This Agreement shall enter into force upon signature by the Government and PIDF of two originals. One original shall be deposited with the Government and one original shall be deposited with PIDF.

2. This Agreement shall be terminated by either party issuing a 6 (six) months" notice.
3. In the event of the office of PIDF being removed from Fiji, this Agreement shall, after a period reasonably agreed to by the parties for such transfer and the disposal of the property and assets of PIDF in Fiji, cease to be in force.

**ARTICLE 18**

**Review and Variations**

1. This Agreement shall be reviewed on a mutual agreement and arrangement by both parties.

2. Neither the Government nor PIDF shall be bound to any variation, waiver or addition to this Agreement except as agreed by all parties in writing and signed on their behalf.

**ARTICLE 19**

**Severance**

If any part of this Agreement is invalid or unenforceable, this shall not affect the remaining Articles. The remainder of this Agreement shall continue in force.

**ARTICLE 20**

**Finality**

This Agreement is the entire final and complete agreement between the parties and cancels all prior negotiations, representations or agreements (whether written or oral, actual or implied) between the parties prior to the date of signing of this Agreement.
IN WITNESS WHEREOF the undersigned, being duly authorized thereunto, have signed this Agreement.

DONE in duplicate this 20th day of June 2014.

FOR THE GOVERNMENT OF THE REPUBLIC OF FIJI

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Ratu Inoke Kbuabola
Minister for Foreign Affairs & International Cooperation

Witnessed before:

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Mr. Amena Yadavoli
Permanent Secretary for Foreign Affairs and International Cooperation

FOR THE PACIFIC ISLANDS DEVELOPMENT FORUM SECRETARIAT

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Mr. Feleti Teo
Secretary – General of PIDF

Witnessed before:

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Mr. Penijamini Lomaloma
Deputy Secretary - General