

**GOVERNMENT NOTICES  
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**DEPARTMENT OF FOREIGN AFFAIRS  
DEPARTEMENT VAN BUITELANDSE SAKE**

No. 446

19 May 2006

**AGREEMENT BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF SOUTH  
AFRICA  
AND  
THE FOOD AGRICULTURE AND NATURAL  
RESOURCES POLICY ANALYSIS NETWORK  
(FANRPAN)  
ON  
THE ESTABLISHMENT OF A REGIONAL OFFICE IN  
THE REPUBLIC OF SOUTH AFRICA**

**ARTICLE 12**  
**EXPERTS ON MISSIONS FOR FANRPAN**

1. Experts, other than Staff Members, performing missions for FANRPAN shall be accorded the following privileges and immunities –
  - (a) immunity from personal arrest or detention and from seizure of the 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. This immunity from legal process shall continue to be accorded notwithstanding that the persons concerned are no longer employed on mission for FANRPAN;
  - (c) inviolability of all papers and documents;
  - (d) for the purposes of their communications with FANRPAN, 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 that 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.
  
3. Privileges and immunities are granted to experts in the interests of FANRPAN and not for the personal benefit of the individuals themselves. The Chief Executive Officer shall have the right and the duty to waive the immunity of any expert in any case where, in his or her opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of FANRPAN.

**ARTICLE 13**  
**AMENDMENT**

This Agreement may be amended by written agreement between the Parties. Each Party shall give full consideration to any proposal advanced by the other Party under this Article.

- (b) Staff Members of FANRPAN, not being nationals of the Country :
- (i) immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
  - (ii) exemption from taxation on the salaries and emoluments paid to them by FANRPAN;
  - (iii) immunity, together with members of their family, from immigration restrictions and alien registration;
  - (iv) the same privileges in respect of exchange facilities as are accorded to the officials of comparative ranks forming part of diplomatic missions to the Government;
  - (v) the same repatriation facilities in time of international crisis as diplomatic envoys;
  - (vi) the right to import free of duty their furniture and effects at the time of first taking up their post in the Country.
- (c) Staff Members of FANRPAN who are nationals of the Country immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity.

2. Privileges and immunities are granted to the Staff Members in the interests of FANRPAN and not for the personal benefit of the individuals themselves. The Chief Executive Officer shall have the right and the duty to waive the immunity of an Official in any case where, in the opinion of the Chief Executive Officer, the immunity would impede the course of justice and can be waived without prejudice to the interests of FANRPAN.
3. FANRPAN shall co-operate at all times with the appropriate authorities of the Government to facilitate the proper administration of justice, secure the observance of police regulations and avoid the occurrence of any abuse in connection with the facilities, privileges and immunities accorded to the Staff Members.
4. FANRPAN shall timeously notify the Government of the names of the Chief Executive Officer and Staff Members in order to facilitate the granting of the immunities and privileges.

**ARTICLE 9**  
**FINANCIAL TRANSACTIONS**

Without being restricted by financial controls, regulations or moratoria of any kind, FANRPAN may, in order to carry out its activities:

- (a) hold funds and currency of any kind and operate accounts in any currency; and
- (b) freely transfer its funds and currency to and from the Country, and convert any currency held by it into any other currency.

**ARTICLE 10**  
**COMMUNICATIONS**

1. FANRPAN shall enjoy, for its official communications, treatment not less favorable than that accorded by the Government to any other government, including the latter's diplomatic mission, in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communication, and press rates for information to the press and radio.
2. No censorship shall be applied to the official correspondence and other official communications of FANRPAN.
3. FANRPAN shall have the right to dispatch and receive correspondence by couriers and bags.
4. Nothing in this Article shall be constructed to preclude the adoption of appropriate security precautions to be determined by agreement between the Government and the FANRPAN.

**ARTICLE 11**  
**STAFF MEMBERS OF FANRPAN**

1. The Government shall accord to:
  - (a) the Chief Executive Officer the same privileges and immunities, exemptions and facilities as diplomatic representatives at Missions;

## ARTICLE 7

### INVIOIABILITY OF THE OFFICE

1. The Office and its archives shall be inviolable and the FANRPAN's property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process, except insofar as in any particular case immunity shall have expressly been waived. Waiver of immunity from legal process shall not be held to imply waiver of immunity in respect of any measure of execution, for which a separate waiver shall be necessary.
2. No officer or official of the Country or person exercising any public authority within the Country, shall enter the Office to perform any duties therein except with the consent of, and under conditions approved by the Chief Executive Officer. The Chief Executive Officer's consent to such entry shall be presumed in the event of fire or other analogous emergency requiring urgent action.
3. The Office shall not be used in any manner incompatible with the functions of FANRPAN.

## ARTICLE 8

### EXEMPTION FROM TAXATION

1. With respect to all official activities, FANRPAN, its assets, income and property shall be exempt from taxation, however, FANRPAN shall not claim exemption from taxes, which are no more than charges for public utility services.
2. FANRPAN shall be exempt from customs duties, prohibitions and restrictions on goods imported or exported for its official purposes, including publications. It is understood, however, that articles imported under such exemption will not be sold in the Country except under conditions agreed to with the Government.
3. While FANRPAN will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when FANRPAN makes important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the Government will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

**ARTICLE 4**  
**ESTABLISHMENT**

1. FANRPAN is hereby authorised to establish a Regional Office in Pretoria, South Africa.
2. FANRPAN shall enjoy in the furtherance of its official functions treatment not less favourable than that accorded to other international organisations in the Country. FANRPAN shall have the right to display its emblem at its premises subject to the consent of the landlord and on its vehicles.

**ARTICLE 5**  
**COST TO THE GOVERNMENT**

1. All activities related to the establishment and the functioning of the FANRPAN Offices in the Country shall be of no cost to the Government.
2. None of the expenditures related to the Office and incurred by FANRPAN or its Staff Members shall be counted or reported as expenditures under programmes specifically addressed to the Government. However, to the extent that the FANRPAN provides specific services to the Government, the pro-rata expenditure may be reported as assistance to the Government.

**ARTICLE 6**  
**JURIDICAL PERSONALITY**

The Government recognizes the juridical personality of FANRPAN and in particular its capacity:

- (a) to contract;
- (b) to acquire and dispose of immovable and movable property; and
- (c) to institute judicial proceedings.

4. It is understood that FANRPAN shall seek to promote regional collaborative research, professional development and capacity building in the Southern African region, with the consent of the relevant Southern African States. The Office of FANRPAN to be established in the Country shall thus have a regional mandate.
  
5. The Parties understand and agree that:
  - (a) The outcomes of collaborative programmes, such as improved management procedures, information systems and computer software may be used by either Party, provided that it gives due recognition to the other's contribution;
  - (b) Such outcomes may, with the consent of the Parties, be made available to the managerial and scientific community both in the Country and in third countries;
  - (c) Publications based on joint programmes and collaborations may be issued jointly or separately, as agreed between the Parties. When published separately the Party publishing any findings shall give credit to the other Party's contribution but shall be entirely responsible for all interpretations and conclusions reported.

### ARTICLE 3

#### FUNCTIONS OF FANRPAN

To accomplish the objectives referred to in Article 2, FANRPAN will, subject to the availability of staff and other resources, contribute to the program of agricultural policy making, advocacy and dialogue in the Republic of South Africa by:

- (a) carrying out mutually agreed collaborative research and institutional development activities;
- (b) providing technical support to national programs;
- (c) providing opportunities for training and professional development, both in the Republic of South Africa and elsewhere;
- (d) organising workshops, scientific conferences and seminars;
- (e) providing access by the Government to FANRPAN's database of information on policy making, advocacy and dialogue;
- (f) publishing and disseminating research results; and
- (g) facilitating linkages of co-operating institutions from the Country with relates activities carried out by other participants in FANRPAN's research and professional development programmes.

- (i) the spouse;
  - (ii) any unmarried child under the age of 21 years;
  - (iii) any unmarried child between the ages of 21 and 23 years who is undertaking full-time studies at an education institution; and
  - (iv) any other unmarried child or other family member officially recognised as a dependant member of the family by FANRPAN
- and who is issued with a diplomatic or official passport.
- f) "Office" means the office premises used by the FANRPAN Regional Office in South Africa for the conduct of its functions;
  - g) "property of the FANRPAN" means all property, including funds, income and other assets belonging to FANRPAN or held or administered by FANRPAN in furtherance of its functions; and
  - h) "staff member" means the Chief Executive Officer of FANRPAN and any person recruited or appointed by FANRPAN under its staff regulations and for the purpose of carrying out FANRPAN's official activities. It does not include persons recruited at hourly rates of pay;

## ARTICLE 2

### CO-OPERATION

1. The Parties shall co-operate to strengthen the abilities of existing and new FANRPAN network members to serve as sources of innovation and dissemination in the Country and Southern Africa through the establishment of joint activities between relevant organisations of the Parties. This shall allow FANRPAN to assist in the optimal utilisation of resources for the benefit of the poor in the Southern African region and to involve personnel from outside the region in activities in other countries where FANRPAN operates.
2. In furtherance of the common objectives referred to in sub-Article 1, the Parties shall co-operate to ensure that research projects undertaken in co-operation with scientific departments, agencies, boards, institutions, groups or universities of the Country are in accordance with the strategies, policies and priorities of the Country, the provisions of this Agreement and the mandate of FANRPAN as a policy network with a regional mandate to contribute to the generation and use of knowledge which fosters sustainable and equitable agricultural development.
3. Subject to the provisions of this Agreement, FANRPAN may enter into Memoranda of Understanding and Collaborative Agreements with other entities mentioned in sub-Article (2) in pursuit of the objectives referred to in Sub-Article (1).



## Preamble

The Government of the Republic of South Africa, and the Food Agriculture Natural Resources Policy Analysis Network (also referred to herein jointly as “the Parties” and in the singular as “a Party”);

**RECALLING** that the Food Agriculture and Natural Resources Policy Analysis Network for Southern Africa is a regional, autonomous, non-profit, scientific organisation operational in Member States of the Southern African Development Community with a mandate to co-ordinate regional policy research and dialogue and recommend strategies for promoting food, agriculture and natural resources sectors in the southern Africa region;

**CONSIDERING** their common interest in creating a conducive environment for sustainable agricultural development and poverty alleviation;

**NOTING** that the Food Agriculture and Natural Resources Policy Analysis Network wishes, and the Government agrees, to the establishment of the FANRPAN Regional Office in South Africa

**HEREBY AGREE** as follows:

## ARTICLE 1 DEFINITIONS

In this Agreement the expression:

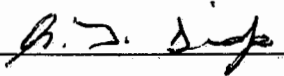
- a) “archives” includes all records, correspondence, documents, manuscripts, computer records, still and motion pictures, films and sound recordings, belonging to or held by FANRPAN in furtherance of its functions;
- b) “Chief Executive Officer” means the administrative head of FANRPAN, duly appointed by the Board of Directors in accordance with the provisions of the FANRPAN Constitution;
- c) “Country” means the Republic of South Africa;
- d) “FANRPAN” means the Food, Agriculture and Natural Resources Policy Analysis Network;
- e) “members of the family” means

**ARTICLE 15**  
**ENTRY INTO FORCE AND TERMINATION**

1. This Agreement shall enter into force on the date of signature by the Parties.
2. This Agreement may be terminated by either Party by written notice to the other and shall terminate sixty (60) days after receipt of such notice. Notwithstanding any such notice of termination, this Agreement shall remain in force until complete fulfillment or termination of all obligations entered into by virtue of this Agreement.

**IN WITNESS WHEREOF** the undersigned, being the duly authorised representatives of the respective Parties, have signed this Agreement.

DONE at Pretoria this Eighth day of March, 2006.



**For the Government of the  
Republic of South Africa**



**For the Food Agriculture  
and Natural Resources  
Policy Analysis**