



Agreement
between the Fisheries Transparency Initiative (FiTI)
and
the Government of the Republic of Seychelles on the
Setting of the Headquarter of the FiTI in Seychelles

Preamble

The Government of the Republic of Seychelles, hereinafter referred to as 'Seychelles' and the Fisheries Transparency Initiative, hereinafter referred to as 'FiTI', and together as 'the Parties';

REITERATING the importance of transparency and participation to manage marine fisheries sustainably and to ensure that those resources can continue to provide essential sources of livelihood, food & nutrition security to current and future generations;

RECALLING the United Nations General Assembly Resolution 71/123 on sustainable fisheries, including through the 1995 Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks, and related instruments, which encourage greater transparency in various regards, including on fisheries access agreements;

NOTING the leading role of the Republic of Seychelles in the Blue Economy movement and that the Blue Economy concept refers to 'increasing human well-being through the sustainable development of ocean resources, while significantly reducing environmental risks and ecological scarcities';

ACKNOWLEDGING that the FiTI was established as a global multi-stakeholder partnership with the objective of increasing transparency and participation in fisheries governance for the benefit of a more sustainable management of marine fisheries;

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RECOGNISING that the activities of the FiTI will contribute to achieve the Sustainable Development Goals, most notably Sustainable Development Goal 14 'Conserve and sustainably use the oceans, seas and marine resources' and Sustainable Development Goal 17 'Strengthen the means of implementation and revitalise the global partnership';

HAVE AGREED AS FOLLOWS:

Article 1

Structure of the FiTI

- (1) The FiTI is a legal entity in the form of an Association that is registered in Seychelles under the relevant laws of the country.
- (2) The FiTI Association shall consist of organisational and individual members from multiple stakeholder groups (i.e. government, business, civil society).
- (3) The institutional bodies of the FiTI Association are as follows:
 - a) the *FiTI Members' Meeting*, the supreme body of the Association;
 - b) the *FiTI International Board*, the global oversight body of the Association. Its functions are primarily to oversee the operational activities of the FiTI International Secretariat. The Board operates under the guidance of the FiTI Members' Meeting. The International Board is represented by the FiTI Chair;
 - c) The *FiTI International Secretariat*, the global executive body of the Association. Its functions are to conduct FiTI's day-to-day operations and provide technical and administrative support to the FiTI International Board, which determines its operational and strategic priorities through annual workplans. The Secretariat also provides support to FiTI implementing countries, raises awareness about transparency and multi-stakeholder collaboration in marine fisheries management and acquires funding for the FiTI. The Secretariat is led by the Executive Director, who reports to the FiTI International Board through the FiTI Chair. The Executive Director is appointed by the FiTI International Board. Members of the FiTI International Secretariat will form the Executive Committee of the Association.

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- (4) The 'official staff' of the FiTI Association shall consist of a minimum of 4 officials being based in the Seychelles.

Article 2

Seychelles Responsibilities

Seychelles shall:

- (1) Make available, free of charge, the necessary premises/rooms, as specified in Annex 1 to this Agreement, which are required in order for the FiTI Association to perform its functions;
- (2) Delegate, free of charge, a full-time Administrative Assistant to work in the office of the FiTI Association to conduct logistical and administrative support;
- (3) Strive to provide an enabling environment for the FiTI Association to ensure its long-term sustainability, including, but not limited to:
 - (a) Endeavour to simplify, if necessary and on a case by case basis, the procedures for issuing entry permits, residence permits, work permits for foreign official staff of the FiTI Association and members of their families forming part of their households, subject to the relevant laws of Seychelles;
 - (b) Allow the FiTI association for the purposes of performing its functions to hold funds or currency of any kind, to operate accounts in any currency, to transfer funds or foreign currency within Seychelles or abroad, and to convert, through the banking system in Seychelles, any foreign currency into any other currency as well as to receive donations; and
 - (c) Evaluate benevolently, on a case by case basis, any requests from the FiTI association for the exemption or relief from, inter alia,
 - i) income tax in respect of emoluments paid to its foreign official staff, based in the Seychelles and employed by the FiTI Association, and
 - ii) custom duties, prohibitions and restrictions on imports and exports in respect of goods, articles and publications imported or exported by the FiTI Association for the purposes of performing its official functions or on publications issued by the FiTI.

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Article 3
FiTI association Responsibilities

- a) The premises referred to under Article 2 (1) of this shall be used for the purposes specified in this Agreement.
- b) The FiTI Association shall not undertake any major work that will modify the premises without the prior written consent of Seychelles.
- c) The FiTI Association shall cooperate with the appropriate authorities of Seychelles to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuses in connexion with the privileges, and facilities provided in this Agreement.
- d) The Executive Director of the International Secretariat shall inform Seychelles of ~~regarding~~ the names of the foreign official staff, based in the Seychelles. Likewise, the Executive Director shall inform in advance and, if possible, before a new appointment becomes effective, of changes of the Executive Director and of the Chair of the International Board of the FiTI Association.

Article 4
Dispute Settlement

- a) Any dispute arising from the interpretation or implementation of this Agreement shall be resolved through consultations and by mutual agreement of the Parties.
- b) Any unsettled dispute shall be resolved under the legal framework of Seychelles, under which the FiTI Association is registered.

Article 5
Amendment, Duration, Entry into Force and Termination

- a) At the request of either Party, consultations shall take place with respect to amendment of this Agreement. Any such amendment shall be given effect through written communication between the Parties.

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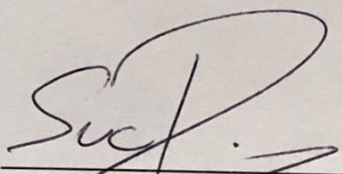
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- b) This Agreement shall be valid for 10 years from the date it enters into force.
- c) This Agreement shall enter into force on the date on which Seychelles notifies the Chair of the FiTI International Board of its compliance with its national legal requirements necessary for the approval thereof.
- d) This Agreement may be terminated by either Party by giving six (6) months written notice to the other Party.
- e) This Agreement may also be terminated in the event of the office of the FiTI Association being moved from Seychelles or the Association of the FiTI in Seychelles is dissolved. In that case, the cited period of six months in paragraph c) above shall include the preparations for such transfer and for the relocation of FiTI's property. The termination of the Agreement will be effective through exchange of written notice of the Parties.

In witness whereof the duly authorized representatives of the Parties affix their signatures below.

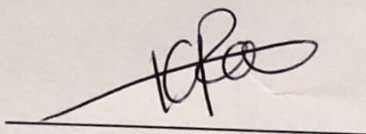
Done at Victoria, Seychelles, this 22nd day of October 2020, in two originals, in the English language.

**For the Fisheries Transparency
Initiative Association**



**Mr. Sven Biermann
Executive Director
Fisheries Transparency
Initiative International
Secretariat**

**For the Government of the
Republic of Seychelles**



**Mr. Kenneth Racombo
Principal Secretary
Department of the Blue
Economy**

Annex

The Premises of the FiTI Association shall be located in an office building in Providence or Victoria/Seychelles, suited to be representable of a headquarters for a global initiative. Seychelles shall make available, free of charge, the necessary premises/rooms which are required in order for the FiTI Association to perform its function. This should include at least two offices for the minimum of 4 permanent staff, a meeting room, as well as the maintenance, necessary repairs, provision of electricity, water as well as security. The office space shall comply with the usual security requirements, based on periodic on-site security risk assessments and site surveys. Any costs associated with improving, adding or moving the office space to meet and maintain those security standards shall be subject to discussion between the Parties and related funding as agreed.

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