
PROPOSED CHANGES TO THE IOTC HQ AGREEMENTPREPARED BY: SEYCHELLES & THE IOTC SECRETARIAT

PURPOSE

In 2019 the FAO Office of the Inspector General (OIG) recommended that a review of the annex to the IOTC Headquarters Agreement be undertaken and, as required, the agreement be revised to reflect the current needs of the IOTC.

The SCAF is being asked to consider proposed amendments to the annex and decide whether an amended annex should go forward to the Commission for its consideration.

BACKGROUND

1. The Indian Ocean Tuna Commission (IOTC) is based in Seychelles and operates under a Headquarters (HQ) Agreement between the Government of the Republic of Seychelles and the Food and Agriculture Organisation of the United Nations. This agreement was signed in February 1998.
2. In 2019, the Office of the Inspector General (OIG) carried out an audit of the IOTC. This audit was conducted as part of OIG’s risk-based audit plan for the 2018–2019 biennium and focused on assessing the efficiency and effectiveness of IOTC operations. The audit report noted there are some provisions within the IOTC HQ Agreement that are not fully complied with and others that need to be updated. The original agreement (dating back to the foundation of the IOTC) was updated through an exchange of letters that took place in 2012 between the former IOTC Executive Secretary and the Minister of Foreign Affairs. Some provisions from the original agreement were replaced with more practical arrangements and some financial figures were updated.
3. The OIG Report recommended that the Executive Secretary, in consultation with FAO’s Legal Office, to take formal action to request that the Government of Seychelles participate in a review of the annex to the HQ Agreement and, as required, revise the provisions to reflect the current needs of the IOTC.
4. The relevant excerpt from the OIG’s Report is found in Annex 1 below.
5. Article I(3) of the IOTC HQ Agreement states “The Premises and other ancillary facilities made available to IOTC for this purpose are described in the annex to the present Agreement. This annex may be amended by agreement between the Government of Seychelles and FAO subject to previous approval by the Commission.”
6. In addition to the evolution of the hosting arrangements over the years, the Secretariat has worked over recent months with the Government of Seychelles to propose amendments to the annex that are considered to be fair and reflect the current needs of the IOTC Secretariat. Explanations for the changes are provided.
7. This document provides the following texts for consideration by the SCAF and Commission.
 - a. The full HQ agreement [\[click here\]](#)
 - b. The original annex to the HQ Agreement with track changes and comments on the proposed changes (see below).
 - c. A proposed final text for the HQ Agreement annex – clean version (see below).

PROPOSED AMENDMENTS TO THE ANNEX OF THE IOTC HQ AGREEMENT

Original annex to the HQ Agreement with track changes and comments on the proposed changes

ANNEX TO THE HEADQUARTERS AGREEMENT

Article 1, paragraph 1, of the Headquarters Agreement states that the Government of Seychelles shall make available for the exclusive use of IOTC, free of charge, the premises necessary for the performance of the functions of its headquarters.

Paragraph 2 of Article 1 points out that the offices and other facilities made available to IOTC for this purpose are described in the annex to the Headquarters Agreement.

~~As a consequence,~~ the present annex to the Headquarters Agreement describes the offices offered to IOTC by the Government of Seychelles and lists the other facilities provided to IOTC by the Government.

The Government of Seychelles undertakes to:

- (i) provide to IOTC for its exclusive use, modern offices commensurate with IOTC requirements and United Nations Minimum Operating Standards accommodation situated in Victoria or nearby international fishing port, as described thereto and comprising including six large fully furnished, air conditioned offices and a fully furnished and air conditioned a meeting room, a staff lunchroom and secure parking and ensure the maintenance of these premises;

Comment: Amendments are proposed to clarify this provision. The original provision described specific offices located at the fishing port. The proposed revision is more generic and flexible.

- (ii) arrange for and bear the cost of any necessary safety features, maintenance (including daily cleaning) and repairs to the premises referred to in (i) above;

Comment: Amendments are proposed to clarify this provision. This clarifies that the provision of a cleaner for daily cleaning of the Secretariat offices is included in the Agreement.

- (iii) install and provide electricity and water needed for the use of the office premises and bear the consumption costs;

Comment: No change proposed.

- (iv) install data and telephones lines;

Comment: Amendments are proposed to clarify this provision. The proposed amendment modernises the original provision.

- (v) provide a vehicle for the exclusive use of IOTC, which will be replaced every five years;

Comment: Amendments are proposed to clarify this provision. The proposed revision is consistent with normal UN vehicle fleet management procedures.

- ~~(vi) fund the services of a systems analyst/programmer;~~

Comment: It is proposed to discontinue this provision. Originally, the Seychelles Fisheries Authority (SFA) provided the services of a system analyst/programmer and that person was seconded from SFA to the

Secretariat. To avoid any conflict of interest and ensure the continuity of IT services, in 2012 the Secretariat took over the recruitment and management of the IT Manager, and the Seychelles Government has paid ~~SCR15 000~~ per month since then to the Commission as a contribution to the cost of the position. It is proposed to cease this contribution.

- (vii) ensure permanent security of the premises of IOTC in line with United Nations Minimum Operating Security Standards ~~and of the Secretary's residence;~~

Comment: Amendments are proposed to clarify this provision. If needed, security for staff residences is covered by FAO.

- ~~(viii) make available fully furnished houses to two senior members of the expatriate staff of IOTC;~~

Comment: It is proposed to discontinue this provision. This provision has never been exercised. In lieu, since 2012, the Seychelles Government has paid ~~SCR19 500~~ per month to the Commission's budget. The availability of accommodation in Seychelles has increased markedly since 1998 (when the HQ Agreement was signed) and IOTC staff have always elected to find their own accommodation. Notwithstanding this, staff do not require government housing, and for some staff, their remuneration may include an allowance for accommodation. It is proposed to cease this contribution.

- ~~(ix) endeavour, at the request of IOTC, to arrange for the appropriate housing for expatriate staff of IOTC and their families.~~

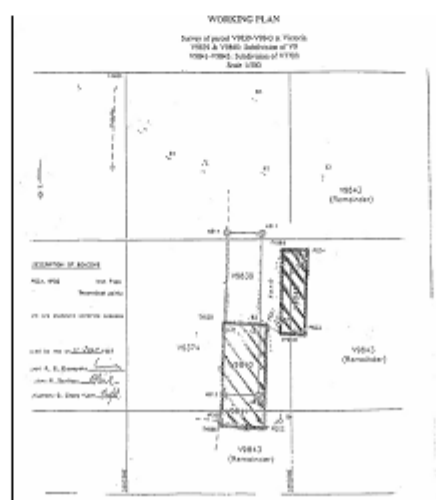
Comment: It is proposed to discontinue this provision. This provision has never been exercised and is not required given the extensive availability of housing options in Seychelles today.

Premises made available to IOTC as per Article 1 of the Agreement shall consist of:

- ~~(i) The first floor of the building situate on parcels V9840 and V9841. The total area of the first floor is 385 square metres. The building is delineated on the plan in the Schedule;~~

~~And~~

- ~~(ii) An area of 166 square metres which is surveyed as parcel V9842. The area will be used as a car-park. Parcel V9842 is delineated on the plan in the Schedule~~



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As a consequence, the present annex to the Headquarters Agreement describes the offices offered to IOTC by the Government of Seychelles and lists the other facilities provided to IOTC by the Government.

The Government of Seychelles undertakes to:

- (i) provide to IOTC for its exclusive use, modern offices commensurate with IOTC requirements and United Nations Minimum Operating Standards situated in Victoria or nearby, including a meeting room, a staff lunchroom and secure parking;
- (ii) arrange for and bear the cost of any necessary safety features, maintenance (including daily cleaning) and repairs to the premises referred to in (i) above;
- (iii) install and provide electricity and water needed for the use of the office premises and bear the consumption costs;
- (iv) install data and telephones lines;
- (v) provide a vehicle for the exclusive use of IOTC, which will be replaced every five years;
- (vi) ensure permanent security of the premises of IOTC in line with United Nations Minimum Operating Security Standards;

SUGGESTED ACTIONS BY THE STANDING COMMITTEE ON ADMINISTRATION AND FINANCE

That the SCAF:

1. **REVIEW** the above proposed amendments to the annex of the IOTC HQ Agreement and make any revisions as agreed.
2. **RECOMMEND** amendments to the annex of the IOTC HQ Agreement to the Commission for its approval

ANNEX 1.**OFFICE OF THE INSPECTOR GENERAL (AUD0419) REPORT**

17. While acknowledging the continued support of the Government of Seychelles (GoS) to the IOTC’s work, there are some provisions within the IOTC headquarters agreement that are not fully complied with and others that need to be updated. The original agreement (dating back to the foundation of the IOTC) was updated through an exchange of letters that took place in 2012 between the former IOTC ES and the Minister of Foreign Affairs. Some provisions from the original agreement were replaced with more practical arrangements and some financial figures were updated.

18. However, the following provisions are not being complied with:

- Security of ES residence: the GoS has discontinued this payment.
- Housing of IOTC staff: According to the agreement, the GoS was to *“endeavour, at the request of IOTC, to arrange for the appropriate housing for expatriate staff of IOTC and their families.”* There is no evidence that this has ever happened.
- Two years ago, the GoS discontinued the payments due to the IOTC. According to the Secretariat, this was because of a bureaucratic issue related to changes in the Seychelles Fishing Authority (SFA) which is the entity that used to make these payments. There is no evidence of a formal follow-up with the GoS in this regard. The ES indicated that he was going to informally approach the Ministry of Foreign Affairs soon.

19. In addition, the ES indicated that some of the current provisions could be substituted with more practical arrangements (e.g. replacing the provision of a vehicle by the Government of Seychelles with an equivalent monetary contribution). As these provisions are included in an annex to the agreement, their update may not require the signature of a new agreement.

20. Agreed Action 1 (High priority): The Executive Secretary, in consultation with FAO’s Legal Office, to take formal action to request that the Government of Seychelles participate in a review of the annex to the headquarters agreement and, as required, revise the provisions to reflect the current needs of the IOTC.