

**AGREEMENT BETWEEN THE WORLD ORGANISATION FOR ANIMAL
HEALTH (OIE) AND THE GOVERNMENT OF THE REPUBLIC OF
PANAMA
CONCERNING THE ESTABLISHMENT OF THE OIE SUB-REGIONAL
REPRESENTATION FOR CENTRAL AMERICA IN THE REPUBLIC OF
PANAMA, AND ITS PRIVILEGES AND IMMUNITIES IN PANAMA**

The Government of the Republic of Panama, hereinafter referred to as “the Government” and the World Organisation for Animal Health, hereinafter referred to as “the OIE”,

Considering the International Agreement signed in Paris on 25 January 1924, creating the Office International des Epizooties,

Considering the establishment in Paris of the headquarters of the Office International des Epizooties by virtue of the Agreement signed with the French Government on 21 February 1977,

In view of Resolution No. XVI of 23 May 2003 entitled “Use of a common name for the Office International des Epizooties”,

Wishing to settle by the present Agreement questions relating to the establishment in Panama City of the OIE Sub-Regional representation for Central America, hereinafter referred to as “the Representation”, and also to determine the privileges and immunities of the Representation in the Republic of Panama.

Have agreed as follows:

Article 1

The Government recognises the legal personality of the OIE Regional Representation for Central America to act locally on behalf of the OIE, and its capacity to contract, to acquire and to dispose of movable and fixed property required for its activity, and to institute legal proceedings.

Article 2

The Headquarters of the Representation includes the premises that the latter now occupies, or shall in future occupy, for the purposes of its activities, with the exception of residential premises used for its personnel.

Article 3

1. The Headquarters of the Representation shall be inviolable. The officers or agents of the Republic of Panama may not enter it except with the agreement or at the request of the Director General of the OIE or a local representative delegated by him.

2. The Representation shall not permit its Headquarters to be used as a refuge for any person being sought in connection with a crime or a flagrant offence or who is the subject of a judicial procedure instituted by the competent Panamanian authorities.

3. The archives of the Representation and, in general, all the scientific documents belonging to it or in its keeping are inviolable.

Article 4

The property and assets of the Representation may not be seized, confiscated, requisitioned or expropriated, nor subjected to any other kind of administrative or legal procedure.

Article 5

1. The Representation may, without being subjected to any verification, regulation or financial moratorium:

a) receive and hold funds and currency in any form and keep accounts in any currency, in compliance with the relevant Panamanian legislation in force;

b) freely transfer its funds and currency within the territory of the Republic of Panama, or from the Republic of Panama to other countries and vice versa, in compliance with the relevant Panamanian legislation in force.

2. In exercising the rights granted to it by the present Article, the Representation shall give consideration to any representation that the Government may make to it.

Article 6

The Representation shall be exempt from direct taxes on its fixed property intended for its Headquarters and from all other taxes on operations that it carries out exclusively for the official requirements of the Representation, except for remuneration corresponding to payment for services rendered.

Article 7

The Representation shall pay the excise duties and the taxes on the sale of movable and fixed property included in the sale price. Nevertheless, when the Representation makes major purchases of goods for its official use that are subject to, or liable to be subject to, such taxes and duties, the Panamanian State will, within the limits envisaged by its national legislation, make the arrangements for the refunding of an amount corresponding to the said taxes and duties.

Article 8

1. Furniture, supplies and office equipment imported or exported by the Representation, and which are strictly essential for its administrative operation, as well as publications directly related to its mission, shall be exempt from customs duties.

2. The articles included in the category of goods designated in the above paragraph shall be exempt from any prohibition or restriction concerning their importation and exportation, subject to regulations relating to public health or to security.

3. Goods purchased or imported under the terms of the facilities granted by the present Article shall not give rise, in the territory of the Republic of Panama, to any legal transactions, whether free of charge or in return for payment, other than those authorised under Panamanian law.

Article 9

Unless prevented by reasons of public order, the Government undertakes to authorise, without charge for visas and without delay, the entry and stay in the Republic of Panama during the period of their appointment or mission at the Representation:

a) Delegates of Member Countries to the OIE, including their deputies, experts and observers at conferences and meetings convened by the Representation; permanent members of staff of the OIE Central Bureau;

b) Staff members of the Representation and their families.

Article 10

Subject to conformity with the provisions of international conventions, rules and agreements to which it is a contracting party, the Government of the Republic of Panama, taking into consideration the special character of the objectives of the Representation with regard to control of epizootics, shall grant to the Representation for its official communications by mail, telephone, telegraph, radiotelephone and radiotelegraph, treatment as favourable as that granted by it to the diplomatic missions accredited in Panama.

Article 11

1. The staff members of the Representation shall be exempt from all taxes on salaries and emoluments received in remuneration of their work at the Representation.

2. The Representative of the OIE, who is in charge of the Representation, shall be exempt from the tax on his main residence and from taxes on his income of foreign origin.

Article 12

1. The staff members of the Representation shall be exempt from duty on the temporary importation of their motor cars.

2. The officers of the Representation:

a) shall be entitled to immunity from jurisdiction in respect of all acts performed by them in their official capacity;

b) may import free of tax, due to their official transfer, their commonly used furniture and personal effects into the Republic of Panama;

c) in times of international crisis, they, their spouses, and dependent family members shall be entitled to the same facilities for repatriation as those accorded to members of diplomatic mission of similar rank.

Article 13

The privileges and immunities provided for within the present Agreement are granted to their beneficiaries in the interest of the proper functioning of the Representation. The International Committee or the Director General of the OIE shall agree to the lifting of immunity granted to any such beneficiary if such immunity might risk impeding the course of justice and if it may be lifted without prejudice to the interests of the Representation. The Representation shall cooperate with the services of the Panamanian Government with a view to facilitating the proper course of justice and ensuring the implementation of police regulations and preventing any misuse of the immunities and facilities provided for in Articles 3 to 12 of the present Agreement.

Article 14

The Government has no obligation to grant either to its own citizens or to persons permanently residing in the Republic of Panama the privileges and immunities mentioned in Articles 11 and 12.

Article 15

1. The Government shall make a specific annual financial contribution to the Central Bureau of the OIE in Paris to ensure the functioning of the Representation in Panama City.

2. The Government shall place the necessary premises at the disposal of the Representation.

Article 16

Any dispute between the Government and the OIE concerning the interpretation or applications of the present Agreement, if not settled by means of negotiation, shall be submitted for final decision, without right of appeal, to a court of arbitration consisting of:

- an arbitrator nominated by the Government;
- an arbitrator nominated by the OIE;
- an arbitrator nominated by both of the above or, in the event of failure to agree, by the Secretary-General of the United Nations.

Article 17

The present Agreement shall come into force at the date on which the Republic of Panama informs the OIE, through diplomatic channels, that it has fulfilled the requirements provided for in its constitution.

The present Agreement may be terminated by either Party, notice being given through diplomatic channels at least twelve months in advance.

Done at Florianopolis, Brazil, on 28 November 2006 in two originals, both equally authentic, in French and in Spanish.

FOR THE WORLD ORGANISATION FOR ANIMAL HEALTH (OIE)	FOR THE GOVERNMENT OF THE REPUBLIC OF PANAMA
(signed)	(signed)
BERNARD VALLAT Director General	GUILLERMO A. SALAZAR N. Minister of Agriculture

**PROTOCOL TO THE AGREEMENT BETWEEN THE WORLD ORGANISATION
FOR ANIMAL HEALTH (OIE)
AND
THE GOVERNMENT OF THE REPUBLIC OF PANAMA
CONCERNING THE ESTABLISHMENT OF THE OIE SUB-REGIONAL
REPRESENTATION FOR CENTRAL AMERICA IN THE REPUBLIC OF PANAMA, AND
ITS PRIVILEGES AND IMMUNITIES IN PANAMA**

Under the terms of the present Protocol, the OIE and the Republic of Panama agree to establish, at Panama City, the OIE Sub-Regional Representation for Central America.

The Government undertakes to provide an annual contribution of USD 110 000 for the functioning of the Sub-Regional Representation (including the remuneration of the Sub-Regional Representative and the staff of the Sub-Regional representation). This contribution and the budget of the Representation will be managed by the OIE Central Bureau.

The Government undertakes to place independent premises at the disposal of the Sub-Regional Representation, including a meeting room for about twelve people, as well as the necessary furniture and equipment for the proper functioning of the office. The cost of providing these facilities is in addition to the aforementioned contribution.

The Government undertakes to provide the Sub-Regional Representation with technical support as and when required.

The Government undertakes to place its animal health and welfare expertise at the disposal of the Sub-Regional Representation as and when required.

The OIE undertakes to provide the Sub-Regional Representative with technical expertise and scientific support as and when required.

The Government acknowledges that the Sub-Regional Representation will be placed under the direct responsibility of the Director General of the OIE and of the OIE Regional Representative for the Americas (based in Buenos Aires), the latter being responsible for the coordination of activities.

The Government undertakes to ensure that the Sub-Regional Representation for Central America in Panama City and the Sub-Regional Representative enjoy diplomatic immunity and status, based on a specific Agreement.

The Government accepts that, if the occasion arises, the functions of Sub-Regional Representative may be performed by a national of a country other than Panama.

The present Protocol may be terminated by either Party, notice being given through diplomatic channels twelve months in advance.

The present Protocol will come into force from the date at which the Agreement comes into force.

Done at Florianopolis, Brazil, 28 November 2006, in two originals, both equally authentic, in French and in Spanish.

FOR THE OIE	FOR THE PANAMANIAN GOVERNMENT
(signed)	(signed)
BERNARD VALLAT DIRECTOR GENERAL	GUILLERMO A. SALAZAR N. MINISTER OF AGRICULTURE