

**HOST COUNTRY AGREEMENT BETWEEN THE GOVERNMENT OF
THE REPUBLIC OF THE PHILIPPINES AND THE ASEAN CENTRE
FOR BIODIVERSITY**

WHEREAS, the Philippines hosted the European Union (EU) - assisted ASEAN Regional Centre for Biodiversity Conservation (ARCBC), and established its office at the University of the Philippines, Los Bafios, Laguna, Philippines.

WHEREAS, the ARCBC project ended on December 16, 2004, and the ARCBC facilities, library, and equipment were turned over to the Philippine Government, represented by the Department of Environment and Natural Resources (DENR);

WHEREAS, recognizing the valuable achievements of the ARCBC 'Project (1399-2004) in promoting biodiversity conservation and sustainable use, especially in terms of networking, training, research and database management;

WHEREAS, to continue and institutionalize the functions of ARCBC, the ASEAN Member Countries have agreed to establish a new institution which will have a legal personality of its own, under the auspices of the Association of Southeast Asian Nations (ASEAN), the said entity to be known as the ASEAN Centre for Biodiversity or ACB;

WHEREAS, the said entity was formally established by the ASEAN Ministers on the Environment through the signing of the Agreement on the Establishment of the ASEAN Centre for Biodiversity, as part of their commitment to conserve and sustainably use the biological resources in the ASEAN Region;

WHEREAS, it has also been the agreement and decision of ASEAN Member Countries to have ACB operate in the Philippines, and the said country has graciously agreed to host the ACB;

WHEREAS, with appreciation the offer of the Government of the Republic of the Philippines to host the ACB to further strengthen regional cooperation on biological diversity;

NOTING, with appreciation for the support of the European Union for the establishment of the ACB.

NOW THEREFORE, for and in consideration of the foregoing premises the Parties hereby enter into this Agreement under the following terms and conditions;

**ARTICLE I
DEFINITION OF TERMS**

1. For purposes of this Agreement, the following words, unless otherwise specifically provided, shall mean:

- a) Government - the Government of the Republic of the Philippines
- b) ACB - the ASEAN Centre for Biodiversity

- c) ACB Agreement - Agreement on the Establishment of the ASEAN Centre for Biodiversity.
- d) ARCBC - the ASEAN Regional Centre for Biodiversity Conservation
- e) DENR - the Department of Environment and Natural Resources
- f) ASEAN - Association of Southeast Asian Nations
- g) EU - European Union
- h) Laws of the Republic of the Philippines - the Constitution of the Philippines, legislative acts, judicial and quasi-judicial decisions, local government ordinances, and other government regulations and orders.
- i) Officials - the members of the Governing Board, the Executive Director, Directors and those considered officials of the ACB in accordance with this Agreement.
- j) Dependents - the spouse and unmarried minor children of a person entitled to the benefits under this Agreement.
- k) Consultants - technical experts whose services are contracted by ACB pursuant to its rules and regulations.
- i) Headquarters Seat-
 - (i) The offices currently occupied by ARCBC in the Philippines as have been or may be agreed upon by the Parties to this Agreement; and
 - (ii) Lands and buildings erected thereon and future additional land and/or buildings which may be agreed upon by the Parties to this Agreement.

ARTICLE II OBJECTIVE OF THE AGREEMENT

The objective of the present Agreement is to set forth the terms and conditions of the Government Obligations as provided for in Article 7 of the ACB Agreement.

ARTICLE III PURPOSE OF THE AGB

The purpose of the ACB shall be to facilitate cooperation and coordination among the ASEAN Member Countries and with relevant national government, regional and international organizations, on the conservation and sustainable use of biological diversity and the fair and equitable sharing of benefits arising from the use of such biodiversity in the ASEAN region.

ARTICLE IV ACTIVITIES OF THE ACB

1. To achieve its purpose, the ACB shall undertake activities in accordance with the ACB Agreement.

ARTICLE V
HOST GOVERNMENT OBLIGATIONS

1. As a commitment to the ACB, the Government shall provide at its own cost adequate premises for the ACB and operational facilities and such other facilities needed for the operations of the ACB.
2. The Government shall also grant to the ACB and its staff privileges and immunities as may be necessary for the performance of their duties and functions, similar to those accorded to the ASEAN Secretariat and its staff and in accordance with the laws and regulations prevailing in the jurisdiction of the Government.

ARTICLE VI
JURIDICAL PERSONALITY

1. ACB possesses full juridical personality and capacity by virtue of the ACB Agreement and other existing laws and ordinances relative to, and agreements between the Government and the ACB.

ARTICLE VII
THE HEADQUARTERS SEAT

1. The principal office of the ACB shall be in the Headquarters Seat and shall not be removed therefrom unless the parties to this Agreement should so decide.
2. The Laws of the Government shall apply within the Headquarters Seat and the courts shall have jurisdiction over acts done in the Headquarters Seat except as otherwise provided in this Agreement.

ARTICLE VIII
IMMUNITIES AND PRIVILEGES

A. GRANT OF IMMUNITIES AND PRIVILEGES

1. The ACB shall enjoy the immunities and privileges accorded to an international organization of universal character.
2. Immunity in general shall be accorded to non-Filipino officers of the ACB only. Immunity for Filipino officers shall be limited to those relative to the performance of their functions or duty.

B. PURPOSE OF IMMUNITIES

1. The privileges and immunities provided for in this Agreement are not intended for the personal benefit of the officials of ACB. They are accorded to ensure in all circumstances the free operation of ACB and the complete freedom of its trustees, officials and internationally recruited consultants.
2. The Executive Director of the ACB shall have the right and duty to waive the immunity of any official whenever, in his opinion, the immunity would impede the normal course of justice and can be waived without prejudice to the purpose for which the immunities have been granted.

C. IMMUNITY FROM LEGAL PROCESSES