

**No. 53011\***

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**Canada  
and  
International Organization of la Francophonie**

**Agreement between the Government of Canada and the Agence intergouvernementale de la Francophonie. Paris, 14 March 2001**

**Entry into force:** *14 March 2001 by signature, in accordance with article 14*

**Authentic texts:** *English and French*

**Registration with the Secretariat of the United Nations:** *Canada, 16 October 2015*

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**Canada  
et  
Organisation internationale de la Francophonie**

**Accord entre le Gouvernement du Canada et l'Agence intergouvernementale de la Francophonie. Paris, 14 mars 2001**

**Entrée en vigueur :** *14 mars 2001 par signature, conformément à l'article 14*

**Textes authentiques :** *anglais et français*

**Enregistrement auprès du Secrétariat des Nations Unies :** *Canada, 16 octobre 2015*

*\*Le numéro de volume RTNU n'a pas encore été établi pour ce dossier. Les textes reproduits ci-dessous, s'ils sont disponibles, sont les textes authentiques de l'accord/pièce jointe d'action tel que soumises pour l'enregistrement et publication au Secrétariat. Pour référence, ils ont été présentés sous forme de la pagination consécutive. Les traductions, s'ils sont inclus, ne sont pas en form finale et sont fournies uniquement à titre d'information.*

[ ENGLISH TEXT – TEXTE ANGLAIS ]

**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF CANADA**  
**AND**  
**THE AGENCE INTERGOUVERNEMENTALE DE LA FRANCOPHONIE**

**THE GOVERNMENT OF CANADA**, hereinafter referred to as "the Government", of the first part, and **THE AGENCE INTERGOUVERNEMENTALE DE LA FRANCOPHONIE**, hereinafter referred to as "the Agency", of the second part,

**WITH REFERENCE** to the Partnership Agreement dated August 4, 1999, between the Agence Intergouvernementale de la Francophonie and the Comité International des Jeux de la Francophonie;

**WISHING** to settle by this Agreement certain measures relating to the establishment in Ottawa-Hull of the Executive Secretariat of the Comité International des Jeux de la Francophonie for the 2001 Jeux de la Francophonie, and of defining as a result thereof the privileges and immunities of that institution in Canada.

**HAVE AGREED** to the following:

**ARTICLE 1**

**DEFINITIONS**

In this Agreement:

- (a) the expression "Agency officials" refers to the Director General of the Agency, as well as any persons employed by the Agency and subject to the laws and regulations governing staff, to the exclusion of any persons recruited locally and compensated at an hourly rate;
- (b) the term "Secretary" refers to the Executive Secretary of the Comité International des Jeux de la Francophonie;
- (c) the term "Secretariat" refers to the Executive Secretariat of the Comité International des Jeux de la Francophonie.

**ARTICLE 2**

Subject to special provisions contained in this Agreement that may change the privileges and immunities enjoyed by the Agency, representatives of its members, its officials and experts on missions for it, listed in the *Agreement between the Government of Canada and the Agence de coopération culturelle et technique relating to the seat at the Institut de l'énergie des pays ayant en commun l'usage du français*, signed November 17, 1988, the privileges and immunities contained in the latter Agreement shall remain unchanged.

**ARTICLE 3**

In order to establish the Secretariat for the purposes of organizing the Jeux de la Francophonie in Ottawa-Hull, the Government shall assign free-of charge to the Agency furnished premises for use as an office. The Government and the Agency agree that the subject of the human resources necessary in order for the Agency to operate the Secretariat shall be addressed in a separate document according to terms to be agreed on between the Government and the Agency.

**ARTICLE 4**

Local authorities may enter the premises in case of fire and for maintenance purposes.

**ARTICLE 5**

1. The Agency shall not allow the premises made available to it to be used as a place of refuge for persons seeking to avoid arrest, service or execution of a form of legal process, or an expulsion order made by the appropriate Canadian authorities.
2. The Government shall ensure the protection of the premises and provide the assistance, as required, of the forces of law and order, at the request of the Agency or Secretariat.

**ARTICLE 6**

1. The appropriate authorities shall facilitate admission to and departure from Canada by Agency staff, its officials, experts on missions for it and other persons invited by the Agency on behalf of the Executive Secretariat of the CIJF.
2. Where visas are necessary, those of the persons referred to in sub-article 1 *supra* shall be issued by the Government free of charge and as quickly as possible.
3. Subject to the aforementioned conditions of this Article and of this Agreement, the Government shall retain complete control of and full authority over the entry of persons or property into its territory, and over the conditions under which persons may remain or reside there.

**ARTICLE 7**

The Agency shall submit to the Minister of Foreign Affairs of Canada the names and titles of Agency officials appointed to serve in the Agency's premises in Canada, or appointed to participate in meetings convened by the Agency for the purposes of the 2001 Jeux de la Francophonie.

**ARTICLE 8**

The Government shall facilitate, to the extent possible, the acquisition of housing to be made available to the Agency as the Secretary's residence.

**ARTICLE 9**

1. The privileges and immunities provided in this Agreement shall be granted to their beneficiaries solely in the interest of the Agency and not for their personal benefit. The Agency has not only the right but also the duty to remove immunity from beneficiaries in all cases where, in its opinion, such immunity would prevent justice from being served and where it may be removed without harming the interests of the Agency.
2. The provisions of this Agreement shall not prevent the Government from introducing, as required and as of right, any safeguards to guarantee Canada's security and protect public safety, as well as the government's own interests.

**ARTICLE 10**

The Agency shall co-operate at all times with the appropriate authorities in Canada, in order to facilitate the orderly administration of justice, ensure compliance with police by-laws and avoid any abuse that could result from the privileges, immunities and courtesies listed in the present Agreement.

**ARTICLE 11**

Any disagreement arising between the Government and the Agency concerning the interpretation or enforcement of this Agreement or of any subsequent arrangements shall be resolved in the manner agreed on in the *Agreement between the Government of Canada and the Agence de coopération culturelle et technique relating to the seat at the Institut de l'énergie des pays ayant en commun l'usage du français*.

**ARTICLE 12**

This Agreement may be revised at any time at the request of the Government or of the Agency and may be amended or supplemented by subsequent arrangements, by mutual consent between the Parties. Where negotiations would not lead to an agreement within a period of one (1) year, this Agreement may be denounced by the Government or the Agency.