

HEADQUARTERS AGREEMENT
BETWEEN
THE INTERNATIONAL BIG CAT ALLIANCE (IBCA)
AND
THE GOVERNMENT OF THE REPUBLIC OF INDIA

The International Big Cat Alliance (IBCA) and

The Government of the Republic of India;

Recalling the International Big Cat Alliance launched by Prime Minister of India on 9th April 2023 and the shared ambition to undertake joint efforts required to lower the cost of financing and technology, mobilize resources for protection and conservation of seven major Big Cats in the world viz. Tiger, Lion, Leopard, Snow Leopard, Puma, Jaguar and the Cheetah, and pave the way for future technologies adapted to their needs,

Recognizing that improvement in the status of habitats, prey and Big Cats provides range-countries and /or non-range countries interested in big cat conservation, conservation partners, interested business and corporate groups, and scientific institutions working in the field of big cat conservation, with an unprecedented opportunity to secure their ecological future and mitigate adverse effects of climate change,

Taking note that, pursuant to Article XVIII (1) of the Framework Agreement, the Framework Agreement on the establishment of the International Big Cat Alliance (IBCA) entered into force on 23rd January, 2025,

Recalling the report of the first meeting of International Steering Committee (ISC) held on 16 April 2024 at New Delhi on the "Establishment of Secretariat for the International Big Cat Alliance",

Recalling Article II of the Framework Agreement on the establishment of the International Big Cat Alliance (IBCA), which states that the Organisation's Headquarters, including the Secretariat will be located in the territory of the Republic of India,

Acknowledging that the specific and common obstacles that still stand in the way of harbouring big cats in the afore-mentioned range countries,

Desiring to regulate the legal relationship between the Government of the Republic of India and the International Big Cat alliance taking collectively common challenges for the protection and conservation of seven (7) major Big Cats in the world, viz.

Tiger Lion, Leopard, Snow Leopard, Puma, Jaguar and Cheetah and to secure socio-ecological future, and support adaptation and mitigation of adverse effects of climate change.

Have agreed as follows:

ARTICLE I **DEFINITIONS**

Section 1

For the purpose of this Agreement unless the context otherwise requires:

- a. "Host Country" means the Republic of India;
- b. "Government" means the Government of the Republic of India;
- c. "Organization" means the International Big Cat Alliance (hereinafter referred to as the "IBCA") established under the Framework Agreement on the establishment of the Big Cat Alliance (IBCA);
- d. "Parties" means the Government of the Republic of India (referred herein this Agreement as the Host Country) and the IBCA;
- e. "Agreement" means this Agreement executed between the Government of the Republic of India and the IBCA;
- f. "Framework Agreement" means the Framework Agreement on the Establishment of the IBCA;
- g. "Assembly" means the highest decision-making organ of the Organisation comprising representatives appointed by the Member countries of the IBCA as specified in Article VII of the IBCA Framework Agreement;
- h. "Appropriate Indian Authorities" means such national or other authority(s) in India as may be appropriate in the context;
- i. "Headquarters" means the area and any building, including any IBCA office, laboratory, equipment store, conference facilities, parts of buildings, land or facilities ancillary thereto, irrespective of ownership, as allocated by the Host Country for exclusive use of the IBCA or as agreed to in this Agreement or in any supplementary agreements, as the case may be between the IBCA and the Host Country used now or in the future by IBCA on a temporary basis or permanent basis, to carry out its official functions;
- j. "Secretariat" means the body which shall provide administrative support to the Organisation comprising all personnel appointed or recruited for the functioning of the IBCA as well as carry out the activities guided by the Assembly;
- k. "Local Units" means such other local offices or facilities of IBCA other than the Headquarters;
- l. "Director General" means the Chief Executive Officer of the Organization who is appointed by the Assembly;
- m. "Delegate(s)" means representative(s) of Member Countries/Signatories/ Partner Organizations of the IBCA and shall in each case mean heads of Delegation, National Focal Points, Country representatives, Alternate Advisors and Experts as deemed necessary by the IBCA Secretariat;
- n. "Dependents" holding appropriate visa" means a spouse including dependent children under the age of twenty-five, forming part of the household of a delegate holding appropriate visa in accordance with laws and regulations of India;
- o. "Signatory" means a Country which has signed the Framework Agreement, and yet to deposit instrument of ratification, acceptance or approval of it;



- p. "Member Country" means a Signatory Country, which has deposited an instrument of ratification, acceptance, or approval and for which the Framework Agreement has entered into force, or a country acceded to the Framework Agreement;
- q. "Partner Organization" means the status that may be granted by the Assembly to organizations that have potential to help the IBCA to achieve its objectives;
- r. "Observers" means an organization or institution which has been granted the Observer status by the Assembly;
- s. "Office(s)" means the premises used by IBCA other than the Headquarters in the Host Country for the conduct of its official activities. This shall include a home office in the residential premises to be used by the Director General of the IBCA
- t. "Officials" means and includes all individuals employed with IBCA as staff, consultants or experts and Secondees;
- u. "Secondee" means a person who is subject to Secondment by the Member country having been granted the right of Secondment by IBCA. The Secondee shall be subject to such by-laws as may be framed by the IBCA in this regard;
- v. "Vehicles" means all vehicles including cars, trucks, railway wagons, aircrafts and vessels which are made available to the IBCA by Members or Signatories or Partners or Executive of Partner Organisation of the Framework Agreement or are owned, chartered, or leased by IBCA for use in connection with its official activities in accordance with the laws of the Host Country;
- w. "United Nations (Privileges & Immunities) Act, 1947" means the United Nations (Privileges & Immunities) Act, 1947 enacted by the Government of Republic of India.

ARTICLE II

INTERPRETATION AND OBJECTIVE

Section 2

Except otherwise provided,

- a. This Agreement shall be interpreted in the light of its primary objective of enabling the IBCA to establish its Headquarters and such other offices in the Host Country as may be necessary to fully and efficiently discharge its official functions and programmes.
- b. This Agreement shall be interpreted in accordance with Article of the IBCA Framework Agreement.
- c. The Parties acknowledge that they will exercise their rights and obligations under this Agreement consistent with the primary objective of this Agreement.
- d. This Agreement shall be interpreted in the manner that subserves and promotes the said purpose and the intention of the Parties and the objectives of the IBCA Framework Agreement.

ARTICLE III

LEGAL STATUS, CAPACITY AND FREEDOM OF ASSEMBLY

Section 3

The Government recognizes the International legal personality of the IBCA and the

IBCA Secretariat shall have such legal capacity as may be necessary for the exercise of its official functions and the fulfillment of its purposes, in particular

- a. to enter into agreements and contracts;
- b. to acquire and dispose of movable and immovable property; and
- c. to institute, and defend, legal proceedings.

For the purposes of this Agreement, the IBCA shall be represented by Director General or his representative.

Section 4

The IBCA Secretariat shall enjoy in the Host Country, the independence and freedom of action in furtherance of its official functions. The IBCA Secretariat shall have the right to display its emblem, logo, flag, and other identifiers, on its programmes, premises and vehicles.

Section 5

The Government shall take all proper steps to ensure that no impediment shall interfere with the enjoyment by the IBCA Secretariat of the full freedom of assembly, or in the conduct of any functional meeting, it convenes.

The Government recognizes the right of the IBCA Secretariat to convene meetings at its discretion within the Headquarters and, with the concurrence of the appropriate Indian authorities, elsewhere in the Republic of India.

Section 6

The IBCA Secretariat, its property and assets shall enjoy such immunity for actions in conduct of its official functions, except to the extent the IBCA Secretariat expressly waives this immunity in writing in a particular case. Cases of civil action by a third party for damages arising out of an accident caused by a vehicle belonging to it or operated on its behalf, contractual obligations and civil disputes shall not be covered by such immunity.

The property of the IBCA Secretariat, wherever located shall be immune from any form of interference such as search, requisition, confiscation, foreclosure, seizure, all forms of attachment, injunction, expropriation, or other legal process except in so far as in any particular case the IBCA Secretariat shall have expressly waived its immunity in writing.

ARTICLE IV **HEADQUARTERS**

Section 7

The Government of India has agreed to provide support of Rs. 150.00 crore to IBCA for creating corpus, building infrastructure and recurring expenditure over 5 years duration from 2023-24 to 2028-29. IBCA will have the right to exclusive use and occupancy of premises and use of facilities and installations necessary for the Headquarters. In the implementation of this section:

- a. The Government of the Host Country shall provide adequate resources for the establishment of IBCA Headquarters;
- b. Headquarters shall be under the possession, authority and control of the IBCA Secretariat;
- c. The laws of the Host Country shall apply within the Headquarters, except as otherwise provided in this Agreement, and subject to any regulation enacted according to paragraph (j) of this section;
- d. Except as otherwise provided in this Agreement, the courts or other appropriate organs of the Host Country shall have jurisdiction over acts done and transaction taking place in the Headquarters;
- e. The Government shall take whatever action may be necessary to ensure that the IBCA Secretariat shall not be disposed of all or any part of the Headquarters;
- f. The Government recognizes the inviolability of the Headquarters for actions in conduct of its official functions;
- g. The appropriate Indian Authorities shall exercise due diligence to ensure that the security and tranquility of the Headquarters is not disturbed by any person or group of persons attempting unauthorized entry into, or creating a disturbance in the vicinity of, the Headquarters. The Appropriate Government Authorities shall provide in the vicinity of the Headquarters such protection as is required for these purposes, and considered necessary for the preservation of order in the Headquarters vicinity;
- h. The Appropriate Indian Authorities shall exercise, to the extent requested by the Director General or his or her designated representatives, therein respective powers to ensure that the Headquarters shall be supplied with the necessary public utilities services. When public utilities services are supplied by Government authorities or bodies under their control, the IBCA Secretariat shall be supplied at tariffs not exceeding the rates accorded to Government offices;
- i. The IBCA Secretariat shall have the power to enact regulations, operative within the Headquarters, for the purpose of establishing therein any conditions necessary for the full execution of its official functions. Any dispute between the IBCA Secretariat and the Republic of India as to whether a regulation of the IBCA Secretariat is authorized by this Article or as to whether a law of the Republic of India is inconsistent with any regulation of the IBCA Secretariat authorized by this Article, shall be promptly settled by the procedure set out in Article XI of this Agreement;
- j. The IBCA Secretariat shall regularly inform the Government, of regulations made by IBCA for its official functions;
- k. The service of legal process may take place within the Headquarters only with the consent of, and under conditions approved by or on behalf of the Director General;
- l. The premises of the Headquarters shall not become a refuge from justice and the Director General shall not allow the Secretariat to be used to harbor persons who are avoiding arrest under any law of the Host Country, who are wanted by the Government for extradition to another country, or who are endeavoring to evade service of legal process;
- m. This section shall not prevent the reasonable application of fire protection or health regulations or matters of public safety be appropriate Indian authorities;
- n. The Appropriate Indian authorities, officers or officials shall be entitled to enter the Headquarters in the exercise of their official duties with the consent or at the request of the Director General of his or her designated representative.

However, the consent of the Director General may be assumed in the case of an uncontrolled fire or other similar disaster that immediately threatens the public safety and requires prompt protective action, for the limited purpose of taking such protective action as may be necessary to remove the immediate threat to public safety.

ARTICLE V
OTHER PREMISES FOR TEMPORARY USE

Section 8

Pursuant to Article VI of the Framework Agreement, the IBCA Secretariat, under the law of the land can engage/hire venue/auditorium for the purposes of official gathering/seminar/conference or as may be required. In case such venue is owned by the Government of India, the same could be hired with the approval and permission of the appropriate authorities in the Government of India on the extant rates as applicable for international organizations, subject to the same being available for the purpose.

ARTICLE VI
THE IBCA SECRETARIAT PROPERTY, FUNDS AND ASSETS

Section 9

The property of the IBCA Secretariat, wherever located and by whomsoever held, shall enjoy the privileges and immunities specified in the present Agreement. For purposes of the implementation of this Section:

- a. The assets, income and other property of the IBCA Secretariat and of its members which are necessary for the exercise of official activities and programmes of the IBCA Secretariat shall be exempted from any form of direct taxation, from customs duties, and from prohibitions and restrictions on imports and exports, except those prohibited under Government of India rules, regulations, policies and requiring prior approval of Ministry of External Affairs and other concerned Ministries, Government of Republic of India on the understanding that the articles imported under such exemptions will not be sold within the Host Country other than in accordance with conditions mutually agreed upon by the IBCA Secretariat and the Government in accordance with the laws of the Host Country. This includes, but is not limited to, food commodities, freight and any equipment necessary for its transport, articles, supplies, equipment, provisions and other materials;
- b. The IBCA Secretariat may in order to carry out its official activities and programmes:
 1. Freely mobilise funds, currencies and securities, and dispose them off through accounts, and convert any currency held by it into any other currency;
 2. Freely transfer its funds and currencies to and from the Host Country, in accordance with the relevant Host Country rules and regulations and to or from any Member country.
- c. The IBCA Secretariat shall be assisted by the Government of the Host Country in obtaining the most favourable terms with regard to exchange rates and the IBCA Secretariat shall, in exercising its rights hereunder this paragraph, pay due regard to any representation made by the Government in so far as it

considers that effect can be given to such representation while at the same time safeguarding the interest of the IBCA Secretariat;

- d. The IBCA Secretariat in accordance with the laws, rules and regulations of the Host Country shall be entitled to independent management of IBCA Corpus Fund and other financial grants/ contributions from the member countries, UN& its agencies, other countries, PSUs, Private sector, revenue generated through specific activities of IBCA in accordance with Article IX of the Framework Agreement of the IBCA;
- e. The IBCA Secretariat in accordance with the laws, rules and regulations of the Host Country shall be entitled to independently manage and operate its bank accounts in any currency;
- f. The IBCA Secretariat shall be entitled to registration number under any scheme, on its vehicles in conformity with other international bodies of global character, repute and diplomatic immunity. The Government of the Host Country at the behest of IBCA Secretariat shall undertake to facilitate such privilege by providing due recognition to its international stature;
- g. Security arrangements shall be managed by the Host Country as are accorded to international organizations of similar character and global repute. The Director General in accordance with Article VIII of the IBCA Framework Agreement shall take appropriate measures for the internal security of the IBCA Secretariat.

Section 10

The IBCA Secretariat shall be exempted from the taxation including GST for goods and services. However, GST levied for the purposes of the Centre/state budget and relating to the purposes of movable and immovable property or services by IBCA for its official use shall be subject to re-imbusement on terms to be mutually decided in accordance with the laws and rules of the Host Country between the IBCA Secretariat and the Government or the Appropriate Indian Authorities representing the Government. For the purposes of implementation of this Section:

- a. The voluntary contributions to IBCA Corpus Fund or the fee levied and services rendered by IBCA for monetary consideration shall be exempted from taxation, of the Host Country;
- b. The revenue generated through resource mobilization by the Director General, shall be exempted from taxation of the Host Country;
- c. Provided that in accordance with Article VI Section 9, the Member Countries, UN & its agencies and other signatory countries shall be entitled to receive full tax exemptions/benefits in lieu of their voluntary contribution towards the Corpus Fund of the IBCA in accordance with the laws of the Host Country;
- d. Provided that in accordance with Article VI Section 9, the Private Sector/PSUs shall be entitled to receive full tax exemptions/benefits in lieu of their voluntary contribution. This will encourage and provided tangible reasons for Private Sector /PSUs to proactively contribute towards the Corpus Fund of the IBCA in accordance with the laws of the Host Country;
- e. Provided that, in accordance with Article VI Section 9, revenue generated through specific activities of the IBCA Secretariat shall be exempted from taxation of the Host Country;
- f. Provided that the Government of the Host Country, through the Ministries/Departments of through Appropriate Indian Authorities shall

coordinate and provide unhindered and prompt assistance in matters pertaining to taxation/benefits/ exemptions and shall coordinate on all matters, as and when requested by the IBCA Secretariat. In this regard, the Director General on behalf of the IBCA or any staff acting on his behalf may write to concerned Ministry of Appropriate Indian Authority seeking assistance, in accordance with Article XV of the IBCA Framework Agreement.

ARTICLE VII
COMMUNICATION FACILITIES FOR THE IMPLEMENTATION OF THE IBCA
SECRETARIAT ACTIVITIES

Section 11

The IBCA Secretariat shall enjoy treatment for its official communication and telecommunication including audio-visual, which are necessary for the exercise of its official activities, not less favorable than accorded by the Host Country to any other inter-governmental organization or diplomatic mission, in the matter of priorities, rates and taxes on mails, internet, cables, telegrams, radiograms, telephotos, telephone and any other communication and press rates for information to the press and radio. The use of such telecommunication network(s) or satellite equipment by the IBCA Secretariat shall be coordinated with Appropriate Indian Authorities. The Government shall in this regard:

- a. Provide the IBCA Secretariat with such licenses and frequencies required to maintain 24-hour-a-day, seven-days-a week, wireless communication with its operation units, wherever situated in Member Countries, or Other signatory Countries, upon prior approval of the Appropriate Indian Authorities;
- b. Facilitate license to the IBCA Secretariat for the importation, installation, operation, and eventual exportation of satellite communications equipment required to maintain 24-hour-a-day, seven-days-a week, satellite communication with Member Countries, or other signatory countries in accordance with the laws and regulations of the Host Country;
- c. Accord the IBCA Secretariat import, and export, all necessary telecommunications equipment, including but not limited to radio phones, mobile phones, satellite stations, and electronic device and media, free of taxation in accordance with the laws of the Host country;
- d. Accord the IBCA Secretariat the right to install and operate the above-mentioned telecommunication equipment from its Headquarters, office(s), local units, vehicles and had baggage(s) carried by staff of the IBCA Secretariat, free of local or national taxes and frequency management fees;
- e. Facilitate full reliable and free high speed Internet access to the IBCA Secretariat.

Section 12

The official communications, correspondence and archives of the IBCA Secretariat shall be inviolable. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films, audio and videos recordings, and electronic mails. In furtherance of this, the IBCA:



- a. Shall have the right to use codes and dispatch and receive its correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as provided to diplomatic couriers and bags;
- b. Shall ensure that all telecommunications equipment and communications frequencies are only to be used for official IBCA Secretariat functions with appropriate licensing and permits from the Appropriate Indian Authorities. The IBCA Secretariat shall ensure proper use, physical security and restricted physical access to its telecommunication equipment and frequencies.

Article VIII

VISA

Section 13

- a. The appropriate Indian authorities shall facilitate entry into and sojourn within the territory of the Host Country for the performance of activities necessary to conduct the official activities of the IBCA Secretariat and shall place no impediment in the way of the departure from the territory of the Republic of India of the persons listed below, and shall ensure that no impediment is placed in the way of their transit to or from the Headquarters and shall accord them necessary protection in transit:
 1. Delegates/Representatives of the Member countries or Signatory countries or Partner Organization including invitees;
 2. Staff of the IBCA Secretariat and their Dependents holding appropriate visa;
 3. Persons such as Experts & Consultants other than Staff performing official function for the IBCA Secretariat and their Dependents holding appropriate visa.
- b. The Director General or his authorized representative shall communicate the names of such persons referred to in subparagraphs 1, 2 and 3 of the Section to the Government of the Host Country within a reasonable time prior to their arrival and departure, specifying the categories of Staff according to Section 14 and upon reasonable prior notification, the Government shall facilitate entry into Host Country territory, sojourn on this territory and exit therefrom of all persons mentioned in this Section. Furthermore, the Director General or his authorized representatives shall, at the request of the appropriate Indian authorities, enter into discussion with such authorities, with a view to instituting additional procedures for registering the arrival and departure of all such persons who have been granted visas.

ARTICLE IX

STAFF OF THE IBCA SECRETARIAT

Section 14

- a. The IBCA Secretariat may assign such staff to the Headquarters and to other IBCA Secretariat activities necessary to carry out its official functions;
- b. The IBCA Secretariat shall regularly inform and update the Government of the Host Country regarding the Staff and all other personnel assigned to the Headquarters, including their names, job titles and professional grades, and nationalities. For each Staff member, the IBCA Secretariat shall also indicate whether such Staff is a Seconded, or on contract basis or directly employed;

- c. The IBCA Secretariat shall notify the Government when a Staff member or other personnel take up or relinquish their post. The Director General shall ensure that such information is provided to the Government 30 days prior to commencement of Staff member's or other personnel's duties at the Headquarters, and 30 days prior to their final departure;
- d. The Government shall take special measures as necessary, to ensure free movement of Staff of the IBCA Secretariat to the extent necessary for the proper, speedy and efficient execution of the official activities of the IBCA Secretariat;
- e. The officials from IBCA Secretariat will be entitled to enter the Government of India offices in the exercise of their official duties only with the permission of the appropriate competent authority in the Government of India;
- f. The IBCA Secretariat and its Staff shall be exempted from all applicable compulsory contributions to the social security schemes in the Host Country. Consequently, they shall not be covered by the social security regulations of the Host Country;
- g. The provisions of subparagraphs (f) of this Article shall apply, mutatis mutandis, to immediate Dependents forming part of the households of the persons referred to in paragraph (b) of this Section, unless they are employed in the Host Country by an employer other than the IBCA Secretariat, or receive a Host Country social security benefit;
- h. Unless otherwise noted, all provisions of this Agreement pertaining to Staff of the IBCA Secretariat shall apply to personnel having the status of Seconded, taking into consideration their professional grades.

ARTICLE X

PRIVILEGES AND IMMUNITIES

Section 15

The immunities and privileges will be extended only to a) Members (delegates) representing member countries, signatory countries or partner organizations, b) non-Indian staff of GBA secretariat, c) Indians recruited on international basis by IBCA while exercising his or her functions with respect to the IBCA and during his or her journey to and from the place of meeting, enjoy the following privileges and immunities:

- a. Immunity from personal arrest or detention and immunity from legal process in respect of words spoken or written and all acts done by them in their capacity as Delegates;
- b. Inviolability for all their official papers and documents and other official materials;
- c. The right to receive papers or correspondence by courier or in sealed bags;
- d. Exemption in respect of themselves, their accompanying and immediate Dependents holding appropriate visa from immigration restrictions, alien registration or national service obligations in the Host Country;
- e. The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions in accordance with the relevant Host Country rules, regulations and policies;
- f. The same immunities and facilities in respect of their personal baggage as are accorded to diplomatic agents;

- g. Where the incidence of taxation depends upon residence, periods during which the Delegate for the discharge of their official duties shall not be considered as periods of residence.

It is to be construed that privileges and immunities are accorded to the Delegates of a Member country or Signatory country or a Partner organization, not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their functions in connection with the IBCA Secretariat. Consequently, each Member country/Signatory country/Partner organization not only has the right but is under a duty to waive the immunity of its Delegate where such immunity would impede the course of justice, and it can be waived without prejudice to the purpose for which the immunity is accorded. The IBCA Secretariat shall encourage Member country/Signatory Country/Partner organization, to waive immunity of its Delegates (s) in any case where such immunity would impede the course of justice.

Section 16

Notwithstanding any other privilege, immunities, exemption and facilities accorded under this Agreement:

- a. The Director General shall be accorded the privileges and immunities, exemption and facilities in conformity with Section 19 of the United Nations (Privileges and Immunities) Act, 1972; and his/her rank shall be equivalent to that of the diplomatic envoy, in accordance with international law;
- b. The Director General will specify the categories of officials to which the provisions of privileges and immunities shall apply in accordance with Section 17 of the United Nations (Privileges and Immunities) Act, 1947;
- c. The officials of the IBCA conforming to Section 18 of the United Nations (Privileges and Immunities) Act, 1947 shall:
 - i. Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
 - ii. Be exempt from taxation on the salaries and emoluments paid to them by the IBCA;
 - iii. Be immune from national service obligations;
 - iv. Be immune, together with their spouses and relative's dependent on them, from immigration restrictions and alien registration;
 - v. Be accorded the same privileges in respect of exchange facilities as are accorded to be officials of comparable rank forming part of the diplomatic missions.

Section 17

In concurrence to the dispositions included in Section 15 and Section 16, the Experts on Mission for IBCA Secretariat shall be accorded the following privileges and immunities in so far as is necessary for the exercise of their functions, including the time spent on journeys in connection with such functions:

- a. Immunity from personal arrest or detention and immunity from legal process in respect of words spoken or written and all acts done by them in their capacity as experts, which shall continue to be accorded, even after the persons concerned have ceased to be an expert on mission for IBCA.
- b. Inviolability of all papers, documents and official material;

- c. The right to use codes and to receive papers and correspondence by courier of in sealed bags, for the purpose of their communications with IBCA;
- d. The same facilities in respect of currency and exchange restrictions as are accorded to IBCA staff members;
- e. The same immunities and facilities in respect of their personal baggage (s) as are accorded to IBCA member.

Section 18

In addition to the dispositions included in Section 16 staff of the IBCA Secretariat who are not nationals of the Host Country shall enjoy within and with respect to the Host country the following facilities and privileges:

- a. acquire or maintain within the Host Country, foreign securities, foreign currency accounts and other movables and to take the same out of the Host Country through authorized channels in accordance with the relevant Host Country rules, regulations and policies;
- b. The same privileges in respect of currency exchange facilities as are accorded to staff of comparable ranks forming part of diplomatic mission.

Section 19

In addition to the dispositions included in Section 16 at the time of first taking up their post, staff of the IBCA Secretariat within the Host Country shall enjoy within and with respect to the Host Country to import for personal use, free of duty and other levies;

- a. Their furniture, household and personal effects, in one or more separate shipments, and thereafter to import necessary additional household personal effects in their ownership or possession or already ordered by them and intended for their personal use or for their establishment within four (4) months of their first entry into the Host Country;
- b. One motor vehicle which may be sold in the Host Country, subject to the Host Country regulations concerning payment of customs duties;
- c. Reasonable quantities of articles intended for personal consumption in accordance with existing Government regulations;
- d. The above goods shall be imported within four month of a Staff member's first entry into the Host Country.

Section 20

The Government of the Host Country shall extend the provisions of The United Nations (Privileges and Immunities) Act, 1947 (Act No. 46 of 1947) enacted by the Government of Republic of India to the IBCA Secretariat.

Section 21

WAIVER OF PRIVILEGES AND IMMUNITIES

Privileges and immunities are accorded to the Staff of the IBCA Secretariat not for the personal benefit of the individuals themselves, but in order to safeguard the independent exercise of their function in connection with the IBCA Secretariat. Consequently, the Director General shall not only have the right but is under a duty

to waive the immunity of staff in any case where, the immunity would impede the course of justice and it can be waived without prejudice to the purpose for which the immunity is accorded.

Such immunities may be waived by the following authorities:

- a. For Delegates of Member countries /Signatory countries and their immediate dependents: the Member/Signatory country concerned;
- b. For the Director General and his/her family: the Assembly;
- c. For members of Staff and immediate Dependents and members of their families: the Director General.

In all cases, such waiver must be expressly waived in writing.

Section 22

The IBCA Secretariat shall cooperate at all times, with the appropriate authorities of the Host Country to facilitate the proper administration of justice, to secure the observance of police regulations, and to prevent the occurrence of any abuse in connection with privileges, immunities and facilities referred to in this Article.

If the Host Country considers that there has been an abuse of privilege or immunity conferred by this Agreement, consultations shall be held between the Government and the Director General to determine whether any such abuse has occurred and, if the abuse of privilege or immunity is confirmed, the Government of the Host Country might consider requesting departure from the Host Country and consider the person 'persona non grata'.

ARTICLE XI SETTLEMENT OF DISPUTES

Section 23

The IBCA Secretariat and the Government shall make provisions for appropriate modes of settlement of:

- a. Disputes arising out of contracts and other disputes of a private law character to which the IBCA Secretariat is a party;
- b. Disputes involving a member of staff of the IBCA Secretariat who, by reason of his or her official position, enjoys immunity, if such immunity has not been waived.

Section 24

Any dispute between the Parties, concerning the interpretation or application of this Agreement of any question affecting the Headquarters or relations between the Parties, that is not settled by negotiation or other agreed mode of settlement, shall be referred for final and binding decision to a Arbitration Tribunal of three Arbitrators at the request of either Party by the Delhi International Arbitration Centre, Delhi in accordance with its Rules, as amended and in force.

ARTICLE XII
SUPPLEMENTAL AGREEMENTS

Section 25

The IBCA Secretariat and the Government may enter into such supplemental agreements as may be necessary to give full effect to this Agreement.

ARTICLE XIII
GENERAL PROVISIONS

Section 26

Government of the Host Country shall not, on account of the IBCA Secretariat activities, on its territory, assume any international responsibility for acts or omissions of the IBCA Secretariat officials in the exercise of their duties:

- a. Nothing in this Agreement shall be construed as in any way limiting the right of the Host Country to take measures to safeguard its own security in the implementation of this Agreement;
- b. The IBCA Secretariat shall co-operate at all times with the competent Indian authorities in order to facilitate the proper administration of justice, to ensure that security and safety regulation are complied with and to prevent any abuse which could arise out of the privileges, immunities and facilities provided for in this Agreement;
- c. This Agreement may only be modified by written agreement between the Parties hereto. The parties in keeping with the relevant resolutions and decisions of the IBCA Secretariat shall settle any relevant matter for which no provision is made in this Agreement. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this section.



ARTICLE XIV
ENTRY INTO FORCE AND DURATION

Section 27

- a. Both parties shall notify each other in writing of the completion of their respective internal procedures required for the entry into force of this Agreement. The Agreement shall enter into force on the day following the date of the receipt of the second notification;
- b. This Agreement shall apply until the date of the first meeting of the Assembly of IBCA and shall continue to remain into force beyond that date provided that no substantial modifications are required to be made in the present Agreement;
- c. In the event of substantial modification required or as may be determined by the IBCA Assembly, the same has to be signed by the Director General of the IBCA and the Government of the Host Country;
- d. The Agreement may be amended at any time by mutual written consent of the Parties.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their representatives of the Parties, have signed this Agreement and have affixed their seals hereto.


Executed in New Delhi, Republic of India, on the 17th day of April 2025 in two originals, in the English and Hindi languages, both texts be equally authentic. In case of divergence in interpretation, the English text shall prevail.

**FOR AND ON BEHALF OF THE
INTERNATIONAL BIG CAT ALLIANCE**

**FOR AND ON BEHALF OF THE
GOVERNMENT OF THE REPUBLIC OF
INDIA**



Director General
International Big Cat Alliance



Secretary (East)
Ministry of External Affairs