

REGIONAL AGREEMENT ON THE COORDINATION OF  
OPERATIONS AT SEA  
IN THE WESTERN INDIAN OCEAN

**REGIONAL AGREEMENT ON THE COORDINATION OF OPERATIONS AT SEA**  
**IN THE WESTERN INDIAN OCEAN**

The Parties to this Agreement,

**Noting** the United Nations Convention on the Law of the Sea of 10 December 1982;

**Noting** the Convention against illicit traffic in Narcotic Drugs and Psychotropic Substances of 10 December 1988;

**Noting** the Convention for the Suppression of Unlawful Acts against the Safety of Maritime Navigation of 10 March 1988 and its Protocol of 2005;

**Noting** the International Convention for the Prevention of Pollution from Ships adopted on 2<sup>nd</sup> November 1973;

**Noting** the International Convention for the Protection of human life at sea of 1<sup>st</sup> November 1974;

**Noting** that the Strategy for the promotion of security in the ESA-OI region (MASE), adopted on 7<sup>th</sup> October 2010 in Grand Bay, Republic of Mauritius, particularly in the field of results 4 and 5, encourages the signatory States to pool the resources and strengthen the monitoring and control of regional maritime operations.

**Recalling** the responsibility of each regional State to ensure, by its own means, for State action at sea in the zones under its sovereignty, sovereign rights or exclusive jurisdiction as well as obligations of ships flying its flag, wherever they are;

**Noting** that the strengthening of cooperation between the Parties must be carried out in accordance with national sovereignty, territorial integrity and non-interference in internal affairs;

**Noting** that the integrated African Strategy for the seas and oceans – Horizon 2050:

- a) encourages the implementation of joint regional monitoring operations and the establishment of marine or coastguard networks around Africa with an important cross-border prosecution function; and
- b) encourages the establishment, in collaboration with the relevant actors, of continental and regional agreements, provisions and capacities aimed, inter alia, at mobilization of assets through the elaboration of joint programs, on the application of Law, search and rescue services, humanitarian crises, emergency relief services;

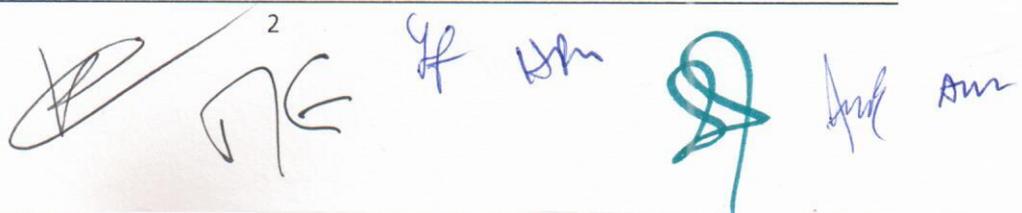
**Recalling** the Code of conduct of Djibouti concerning the suppression of Acts of piracy and armed robbery against ships in the western Indian Ocean and the Gulf of Aden adopted in Djibouti on 29<sup>th</sup> January 2009 and the Jeddah Amendment to the Djibouti Code of Conduct of 12<sup>th</sup> January 2017;

**Bearing** in mind the code of Conduct on the prevention and suppression of acts of piracy, armed robberies against ships and illicit maritime activities in West and Central Africa adopted in Yaoundé, Cameroun, on 25<sup>th</sup> June 2013;

**Bearing** in mind the International Plan of Action to Prevent, Deter and Eliminate Illegal, unreported and unregulated fisheries of the Food and Agriculture Organization of the United Nations adopted on 23<sup>rd</sup> June 2001;

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**Recalling** United Nations General Assembly resolution 67/78 of 5th December 2012 on Oceans and the Law of the Sea recognising the crucial role of cooperation at the global regional, sub-regional and bilateral levels in combatting maritime crime and threats in accordance with international law;

**Recalling** that the Assembly of the International Maritime Organization (IMO) adopted, on 2<sup>nd</sup> December 2009 at its 26th ordinary session, Resolution A. 1025 (26) on the Code of good practice for the conduct of investigations into offences of piracy and Armed robbery against ships, which invites, inter alia, Governments to develop, as appropriate, agreements and procedures to facilitate cooperation in the implementation of effective and efficient measures aimed at preventing Acts of piracy and armed robbery against ships;

**Aware** that the participation of each Party in the regional operational coordination for sea operation of the state derives directly from the principle of international cooperation laid down in the relevant international legal instruments applicable, inter alia, for the protection of the marine environment, the search and rescue at sea, the fight against piracy, the fight against terrorism, the prohibition of the financing of terrorism, and to the relevant resolutions of the Council of Security of the United Nations (UN);

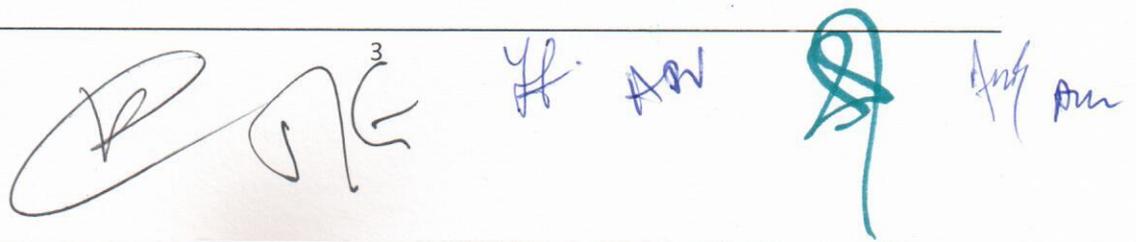
**Convinced** that the success of regional operational coordination is based initially on the political will of each Party and on the complementarity and mobilisation at the regional level of the material, human and legal means of the state's Partners in a second time, allowing to drive the necessary actions in time where a need has been identified;

**Convinced** that the Parties may enter into bilateral or multilateral cooperation or partnership agreements to enhance regional maritime safety and security;

**HAVE HEREBY AGREED** that a regional framework for operational coordination at sea known as the "Regional Agreement on the Coordination of Operations at Sea in the Western Indian Ocean" or "Agreement", shall be established between the State Parties of the MASE Program, signatories of this Agreement.

Its terms and conditions are defined below:

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## NATURE AND SCOPE OF THE AGREEMENT

### Article 1

#### Interpretation

For the purpose of this Agreement, terms are defined as follows:

1. "**Aircraft of repressive service**" means aircraft visibly bearing an external mark and identified as being at the service of the State, used for law enforcement purposes and duly authorized to do so on boarded by law enforcement officers;
2. "**Airspace of a party**" means airspace as defined in the Convention on International Civil Aviation signed in Chicago on 7<sup>th</sup> December 1944;
3. "**Depositary**" means the Secretary General of the Indian Ocean Commission;
4. "**Foreseeable threat**" means circumstances which may negatively affect the maritime safety and/or security, as noted and reported by the Regional Maritime Information Fusion Centre (RMIFC) of Madagascar;
5. "**Human resources**" refers to all human resources provided by the Parties within the framework of regional coordinated operations;
6. "**Legal means**" means the national and international legal instruments used by the Parties for enabling and facilitating judicial outcomes of the interventions carried out in the framework of the regional coordinated operations;
7. "**Material means**" means all equipment, sea, air and land facilities adapted to duties assigned to Parties and those likely to be used by the State Parties, in the framework of regional coordinated operations;
8. "**Regional Zone of Operation**" means all of the maritime zones and superjacent airspace under the exclusive jurisdiction or sovereignty or sovereign rights of the State parties in line with their respective national legislation, and the high seas and the superjacent airspace, encompassed by the Regional Coordination Operation Centre, defined by the following limits:
  - a. Longitudes 20° East and 76.5° East
  - b. Latitudes 26° North and 37° South
9. "**Suspicious aircraft**" means any aircraft in respect of which there are reasonable grounds to suspect that it is engaged in an illicit activity;
10. "**Suspicious vessel**" is defined as any vessel or floating structure which is reasonably suspected of undertaking an illicit activity;
11. "**Vessel of repressive services**" means vessels visibly bearing an external mark and identified as being at the service of the State, used for repressive purposes and duly authorized to do so, including vessels and aircraft on these ships boarded by law enforcement officers; and
12. "**Waters of a party**" means maritime zones as defined in the United Nations Convention on the Law of the Sea signed at Montego Bay on 10 December 1982.

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## Article 2

### Parties and Partners

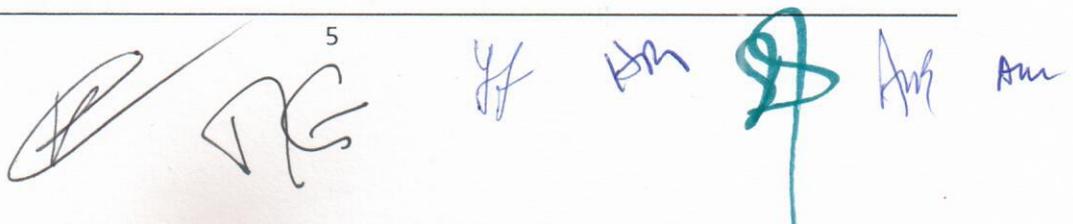
1. The Parties to this Agreement are States committed to the coordination of operations at sea for the purpose of maritime security and safety.
2. The other States of the Eastern and Southern Africa and Indian Ocean (ESA-IO) may become Parties to this Agreement.
3. Subject to paragraph 4 and the conditions set thereunder, State Parties may decide to have as partners, in particular:
  - a) States desiring to contribute to promoting maritime security in the regional maritime zone,
  - b) International organisations in the field of maritime safety and security,
  - c) Internationally recognised funding organisations.
4. Where no State Party objects to the adhesion of a third party pursuant to this article, the latter shall become Party or Partner to this Agreement under set conditions. In this regard, any such request shall be made to the Depositary who in turn informs State Parties.
5. The Parties and Partners agree to cooperate in good faith, within the framework of the commitments made in accordance with the provisions of this Agreement.

## Article 3

### Objectives

1. The purpose of this Agreement is to lay the basis for a regional cooperation framework amongst the State Parties to enhance maritime safety and security in the regional maritime zones in accordance with the national sovereignty, territorial integrity and non-interference in the internal affairs of States in accordance with national and international law.
2. The Parties agree to the setting up of a regional operational coordination aiming at:
  - a) promoting cooperation and coordination to enable vessels and aircraft of the law enforcement departments of the Parties to conduct regional coordinated operations in the maritime zones under the jurisdiction of Parties and on the high seas in accordance with international law, national legislation and the provisions of the present Agreement;
  - b) strengthening individual and institutional capacities through training and experience exchange programmes;
  - c) organising joint and/or coordinated interventions at sea and above the sea to prevent acts affecting maritime security and safety, and to stop such acts or their consequences;
  - d) enabling and facilitating mutual support between regional States, where an international or regional maritime security interest is affected in the regional zone of operation; and

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- e) promoting cooperation with other maritime agencies operating in the field of maritime security and safety.

#### Article 4

##### Measures to facilitate the achievement of the objectives

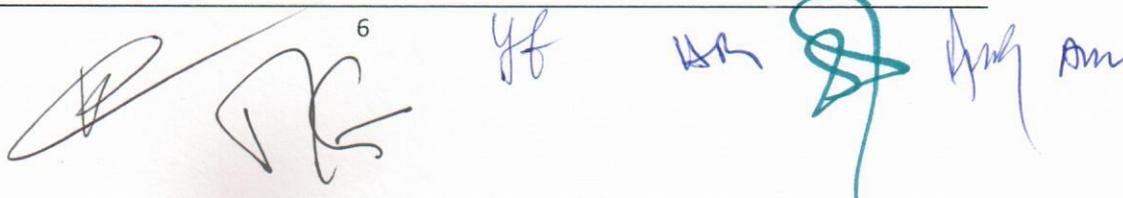
To achieve the objectives of this Agreement, the Parties undertake to:

- a. cooperate in the fight against foreseeable threats, listed in a non-exhaustive manner in Article 6 below, affecting maritime security and safety in the regional zone of operation;
- b. provide their assistance to regional coordinated operations at sea, in terms of material, human resources and legal means as defined in article 1 of this Agreement within the limits of their resources pursuant to future framework agreements with the Parties and to their priorities;
- c. to establish a mechanism for ad-hoc mutual assistance, both in terms of human resources and law, in the event of a foreseeable threat, using the resources committed by the Parties, for a duration and pre-established conditions laid down to enable interventions at sea;
- d. accelerate and facilitate clearance procedures allowing timely, ad hoc and systematic responses to law enforcement vessels and aircraft, aircraft used in support of operations and law enforcement officers of other State Parties and Partners to allow them to enter their waters, their airspace and their ports and airports;
- e. facilitate the process for the authorisation permitting the exercise of the right to pursue fully or partially in their territorial waters and archipelagic vessels or aircraft of the law enforcement services of the State Parties and Partners in regional coordinated operations;
- f. facilitate and encourage effective coordination among law enforcement officers and promote the exchange of law enforcement officers and other experts, including liaison officers with the RCOC;
- g. provide logistical support to regional coordinated operations at sea in terms of within their resource capacity and availability and in line with their respective legislation and policy, to law enforcement vessels and aircraft engaged in regional coordinated operations, persons rescued at sea, victims of smuggling of migrants or human trafficking, hijacked ships and detainees.

#### Article 5

##### Scope

1. Nothing contained in this Agreement shall be in contravention to the provisions of international instruments including UNCLOS. In case of any inconsistency between any provision of this Agreement and any other international instrument, the latter shall prevail.
2. Nothing in this Agreement shall be deemed to affect the immunities of vessels and aircraft that benefit from such immunities by virtue of international law provisions.
3. For the purposes of this Agreement, law enforcement vessels and aircraft shall in no circumstances be considered as suspected vessels or aircraft.



## Article 6

### Framework of regional coordinated operations

The operations of regional scope falling within the ambit of this Agreement shall also include the following tasks:

- a. the fight against piracy;
- b. the fight against organised crime and the perpetration of illegal acts at sea;
- c. assistance in the exercise of State prerogatives by States towards vessels flying their flag or flying no flag;
- d. participation in the Search and Rescue of human beings at sea, within the framework of existing schemes;
- e. protection of marine environment in the event of a foreseeable threat;
- f. participation in restoring safety and security of navigation at sea or near seaports;
- g. protection of underwater sites of cultural value; and
- h. cooperation in the event of natural or environmental disasters.

## COORDINATED OPERATIONS OF REGIONAL INTEREST

### Article 7

#### Coordinated operations of regional interest

1. The operations carried out within the framework of the Regional Operational Coordination are operations at sea which may lead to legal action.
2. An operation at sea shall be of regional interest within the meaning of this Agreement when one of the following situations occurs in the regional operation zone:
  - a) one State Party notifies the Regional Coordination Operational Center (RCOC) that it cannot respond to a foreseeable threat against its maritime security and safety unless it is supported by specialised resources of at least one other party;
  - b) a foreseeable threat to persons, property or the marine environment that does not directly and individually affect one of the Parties, but threatens their collective interest, that of third States, or the interests of the international community; and
  - c) the nature of the operation to be carried out is to prevent the foreseeable threat or to put an end to it as provided for in article 6 of this Agreement and in paragraph 1 of this article.
3. Regional coordinated operations may be requested and undertaken against or for the benefit of any person or any vessels at sea or aircraft located in the superjacent airspace whether or not it is a national Party or a State Party registered with the RCOC.
4. The resources committed in the framework of Regional Operational Coordination are resorted to in line with international law, national laws and regulations and under the sole political, diplomatic, legal and financial responsibility of State Parties and Partners.

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5. Nothing in this Agreement authorises or may be construed as granting an authorisation to a State Party or Partner to enter the territorial waters or superjacent airspace of another State, in conformity with UNCLOS and as per the State's legislation, without the express consent of that State.

#### Article 8

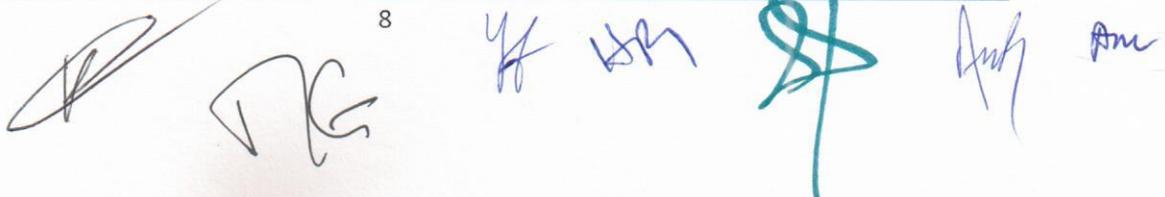
##### Action at national level relating to suspicious vessels and aircraft

1. To facilitate coordinated operations, the State Parties shall endeavour to undertake on a case-by-case basis to equip themselves with the capacity to enable them at any time and as soon as possible to:
  - a) to respond to requests for verification of nationality;
  - b) to allow the arrest and search of suspicious vessels; and
  - c) to give prompt instructions on the continuation of the operations concerning vessels immobilised on its behalf.
2. The State Parties undertake to facilitate the search and agreement of the flag State where the suspicious vessel does not fly the flag of any of the State Parties to this Agreement.
3. Each State Party shall communicate to the RCOC the name of the competent national authority or authorities to which applications are to be addressed in accordance with paragraph 1 of this Article.

#### Article 9

##### Law enforcement officers

1. A State Party may designate qualified Law Enforcement Officers to embark on vessels and/or aircraft of another Party for the purpose of this Agreement.
2. A State Party may authorise the officers of the designated law enforcement officers of another Party to embark on vessels of its own law enforcement agencies on such terms and conditions deemed adequate by the State Party.
3. Subject to the internal laws and regulations of the Party making the designation specified at paragraph 1, these law enforcement officers, once duly authorised, shall:
  - a) enforce the laws of the party making the designation in order to suppress the illicit acts committed in the waters of the said party or, beyond such waters in the exercise of the right of prosecution or in any other manner in accordance with international law;
  - b) seek due authorisation to facilitate the entry and navigation of law enforcement vessels and aircraft on which they are embarked in the waters of the State Party;
  - c) seek due authorisation to facilitate patrols by the vessels and aircraft of the law enforcement agencies, on which they are embarked to carry out patrols in the waters of the Party making the designation;
  - d) where paragraph (1) applies, the law enforcement officer shall assist in the enforcement of the legislation of the party designating the officer for the purpose of suppressing illicit action or trafficking; and
  - e) advise and assist law enforcement officers of other State Parties in the conduct of ship boarding to enforce the laws of the said Parties to suppress illicit activities or trafficking.



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4. Where law enforcement officers are in the waters, on the territory or on board a vessel or aircraft of the law enforcement agencies of another State Party, they shall comply with the laws and customs and traditions of naval and air of that other State Party.
5. Each boarding of law enforcement officers of a State Party onboard the enforcement vessel or aircraft of another Party is notified to the RCOC when the boarding is not a result of a mission order from the RCOC.
6. The State Parties shall cooperate on the training of law enforcement officers in the conduct of maritime security and safety operations pursuant to this Agreement.

#### Article 10

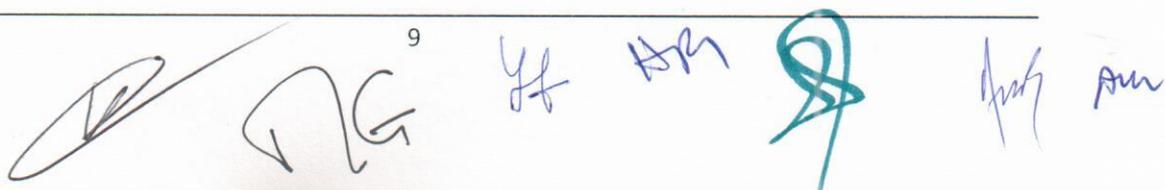
##### Boarding and Search

1. Boarding and searches carried out and coordinated in accordance with this Agreement may only be made by teams of authorised law enforcement officers of State Parties from law enforcement vessels.
2. Visiting, boarding and search teams may operate from the vessels and aircraft of the law enforcement officers of any of the Parties and from the vessels and aircraft of the law enforcement officers of other States in accordance with the modalities to be agreed between the State Parties.
3. These visiting teams may on a case-by-case basis carry weapons during boarding and search operations subject to compliance with national legislation.

#### Article 11

##### Jurisdictional and mutual legal assistance

1. To facilitate legal proceedings initiated within the framework of Regional Operational Coordination, the Parties undertake to consider:
  - a) the adoption of the necessary measures to establish their jurisdiction over offences detected by their law enforcement officers when:
    - i. the offence is committed in the waters under its sovereignty or contiguous zone, where it exists;
    - ii. the offence is committed on a vessel flying its flag or an aircraft nationally registered at the time the offence is committed;
    - iii. the offence is committed on board an aircraft devoid of nationality or assimilated to a vessel devoid of nationality in accordance with international law, and which lies beyond the territorial sea of any State;
    - iv. the offence is committed on a vessel flying the flag or bearing the registration or other mark of the nationality of another State Party, and which lies beyond the territorial waters of any of the States;
  - b) recognition and/or admissibility of evidence before their courts of law of law enforcement officers of other State Partners;



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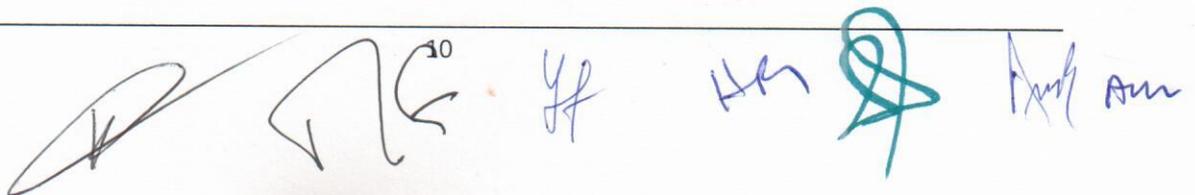
- c) the adoption of mutual legal assistance arrangements with the State Parties and Partners in regional coordinated operations, including:
- i. accepting on their territory of the transit of suspects to another Partner State for judgment or for the execution of the sentence;
  - ii. accepting to initiate criminal proceedings of a suspect when required;
  - iii. extraditing a suspect to a State Party or Partner; and
  - iv. transmitting to an entity or a State personal data or evidence collected at sea or after transfer.
2. Nothing in this Agreement shall be construed to affect the rights and privileges of any person in a legal proceeding. A State Party reserves all its rights where the State Party is of the view that there may be a breach of its national legislation, any of its commitments in the field of Human Rights and any contravention to its national policy.

## Article 12

### Other cases in accordance with international law

Except if the contrary is expressly provided in this Agreement, its provisions shall not apply or impose any restriction on the boarding of vessels carried out by any of the Parties in accordance with international law, beyond the territorial waters of any State whether such boarding is based, inter alia, on the right of access, the provision of assistance to persons, vessels and property in distress, or on an authorisation by the flag State to take repressive measures.

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## REGIONAL COORDINATION OPERATIONS CENTRE (RCOC)

### Article 13

#### Establishment of the Regional Coordination Operations Centre

1. To ensure the implementation of this Agreement, the Regional Coordination Operations Centre (RCOC) is established.
2. The RCOC benefits from legal personality under the terms of domestic and international law, as well as the protections, privileges and immunities provided for in the Hosting Agreement signed on 1<sup>st</sup> July 2017 between the Indian Ocean Commission and the Republic of Seychelles.
3. The RCOC shall work closely with the Regional Maritime Information Fusion Centre (RMIFC).
4. Each State Party shall designate a liaison officer within the RCOC for maintaining linkage between its national structure and the Centre.
5. The functions of the Centre are to plan and coordinate the operations defined in Article 6 of this Agreement.
6. The Centre is governed by the terms and conditions contained in the Annex known as the "Regional Governance of the Centres" of this Agreement. This Annex also applies to the RMIFC.
7. The Parties shall study the possibilities for the financial sustainability of the Centre.

### Article 14

#### Responsibilities of the Host State

1. The Host State commits to establish the RCOC in accordance with the call for expressions of interest, regarding in particular the independence of the Centre and the granting of a sufficient budget, a budget for the day-to-day running of operations, national human resources and suitable infrastructure to fulfil its tasks.
2. The Republic of Seychelles shall inform the other State Parties of any change in its legislation or circumstances, which may prejudice the operation of the RCOC.

## FINAL PROVISIONS

### Article 15

#### Maritime zones and Territorial limits

Nothing in this Agreement, nor any act or activity undertaken by the State Parties, the RCOC, the RMIFC, a Partner or third parties in the implementation of or as a consequence of the Agreement, shall be construed as implying acceptance by any State Party of a claim to territory or maritime boundaries by another State Party. This shall also apply to any protocol, annex or document made pursuant to or in connection with this Agreement.

## Article 16

### Amendments

1. At any time after having signed the Agreement and after this Agreement has come into force, a State Party may propose an amendment to this agreement by communicating the text of its proposed amendments to the Depository, which shall forward it diligently to all State Parties.
2. An amendment shall be adopted by State Parties during one of their meetings unless one represented State Party expresses its opposition.
3. An amendment shall enter into force thirty (30) days after receipt by the Depository of the instruments of acceptance or approval of the amendment by all State Parties unless the State Parties agree otherwise.

## Article 17

### Settlement of Disputes and Remedies

1. In the event of any doubt or dispute between two or more State Parties arising from the interpretation or implementation of this Agreement, the State Parties shall consult each other in order to settle the dispute through diplomatic channels
2. Notwithstanding the above paragraph, the State Parties shall initiate discussions on any provision of compensation where damages have arisen from a coordinated mission or measure undertaken pursuant to this Agreement.

## Article 18

### Reservations

Each State Party may formulate reservations to this Agreement to the extent that these are compatible with the objectives of the Agreement.

## Article 19

### Declarations and communications

The foregoing article shall not prevent a State, when signing, ratifying, accepting or approving this Agreement, from making any declarations or communications, in whatever form or description, in particular so as to harmonise its laws and with the provisions of this Agreement, provided that such declarations and communications are not intended to exclude or modify the legal effect of the provisions of this Agreement in their application to that State.

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**Article 20**

**Suspension**

1. The Parties to this Agreement may temporarily suspend their obligations in zones under their sovereignty if such suspension is necessary for compelling national security reasons. Such suspension takes effect at the moment of notification to the Depositary and the Parties.
2. In the event of non-settlement of a dispute or reported failings by one or several Parties, this Agreement may be terminated by one or more Parties that notify their intentions to the Depositary in writing at least three (3) months prior to termination taking effect. Upon receipt of the notification, the Parties shall carry out consultations in order to resolve any disputes amicably within the notice period of three (3) months, or urgently if the conditions of confidentiality are affected.

**Article 21**

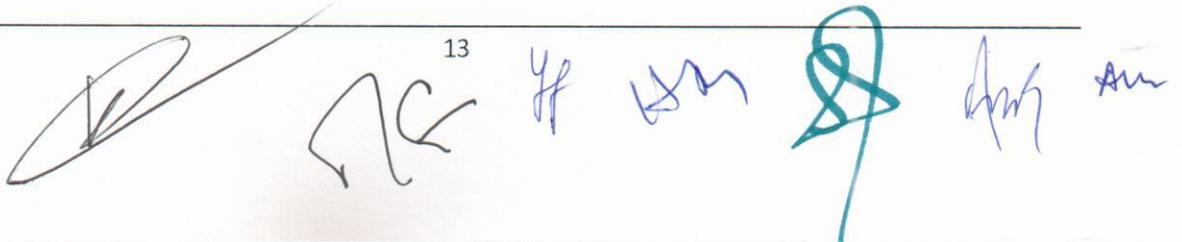
**Withdrawal**

1. Any State Party may withdraw from this Agreement. Withdrawal shall take effect three (3) months after receipt, by the Depositary, of the notification of withdrawal.
2. Upon reception of the notification of withdrawal, the Depositary sends a copy of the withdrawal notification to other Parties.
3. This Agreement will continue to apply after withdrawal for any administrative or judicial proceedings arising from measures taken under this Agreement concerning the withdrawing State Party.

**Article 22**

**Annex to the Agreement**

The Annex to this Agreement is considered an integral part of the Agreement.

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**Article 23**

**Depositary**

1. The original version of this Agreement shall be deposited with the Secretary General Indian Ocean Commission, who shall serve as the Depositary.
2. The Depositary shall transmit a certified copy of the Agreement to all signatories.

**Article 24**

**Entry into force**

This Agreement shall come into force on the date of its signature by at least three (3) States Parties. This Agreement comes into force as soon as the Depositary notifies the other Parties of this third required signature.

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In witness whereof the undersigned, being duly authorised by the Parties, have signed this Agreement.

Done at Balaclava, Mauritius, on April 29<sup>th</sup> 2018, in English and French languages, both versions being equally authentic.

**H.E.M. Youssoufa Mohamed Ali**  
Secretary of Cabinet of the  
Presidency  
Minister of Defence

Union of Comoros

**H.E.M. Ali Hassan Bahdon**  
Minister of Defence  
in charge of relations with  
Parliament

Republic of Djibouti

**H.E.M. Henry Rabary-Njaka**  
Minister of Foreign Affairs

Republic of Madagascar

**H.E.M. Maneesh Gobin**  
Attorney General  
Minister of Justice, Human Rights  
and Institutional Reforms  
Republic of Mauritius

**H.E. Mrs Macsuzy Mondon**  
Designated Minister  
Minister of Home Affairs and Local  
Government  
Republic of Seychelles

**ANNEX TO THE AGREEMENT FOR REGIONAL AGREEMENT ON THE COORDINATION OF OPERATIONS AT SEA IN THE WESTERN INDIAN OCEAN**

**“GOVERNANCE OF REGIONAL CENTRES”**

**I. Subject**

1. At the regional level, a governing structure is created with the aim of ensuring the organisational structure and operational framework of the Centres set up by the Agreement for the Setting up of a Regional Maritime Information Exchange and Sharing Mechanism in the Western Indian Ocean Region and the Regional Agreement on the Coordination of Operations at Sea in the Western Indian Ocean respectively.
2. The purpose of this Annex is to:
  - a) establish a structure for dialogue and discussion for the Regional Maritime Information Fusion Centre (RMIFC) and the Regional Coordination Operation Centre (RCOC) thereafter referred to as Centres or Regional Centres
  - b) define the roles and responsibilities of each stakeholder in the organisation, operation and decision-making process of the Centres;
  - c) promote a common vision for implementation of sustainable activities of the Centres.

**II. Decision-making Structure of the Centres**

1. At the strategic level, there is a single governing body, referred to as the “Steering Committee”, common to both Centres set up by the Parties which defines their main orientation.
2. At the operational level, a structure, referred to as a “Technical Committee”, for day-to-day matters is established for each Centre.

**III. The Steering Committee**

**A. Membership and mandates**

1. State Parties will constitute the Steering Committee.
2. Participation of Partners and other States to the meetings of the Steering Committee is governed by the provisions of the specific agreements entered into at the time of their admission.
3. The Steering Committee is represented by its Chairperson.
4. The Steering Committee meets twice a year. The Committee will meet in extraordinary session when necessary.
5. The chairmanship of the Steering Committee is held by Parties’ representatives on a rotational basis chosen by the other Parties. The Host States cannot hold the Chairmanship.
6. Each State Party is represented by its National Focal Person in the Steering Committee.

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B. Responsibilities of the Steering Committee

1. The Steering Committee has the overall responsibility to:
  - a) ensure that Regional Centres comply with and implement the mission entrusted to them by the State Parties;
  - b) ensure compliance with the confidentiality provisions in force in the Centres;
  - c) Ensure compliance or the adoption of national regulatory frameworks promoting the regional objectives set;
  - d) decides on the admission of new members;
  - e) set medium and long-term goals;
  - f) ensure monitoring and enforcement of decisions taken;
  - g) approve and control the budget of each Regional Centre;
  - h) define the profile and terms and conditions of appointment of the Director of each Regional Centre and validate his appointment on the proposal of the concerned country;
  - i) define the profile and terms and conditions of appointment of the deputy Director of each Regional Centre and validate his appointment; and
  - j) do such act ancillary to any of the above item.
2. Further, the Steering Committee shall examine and adopt, on the proposal of the Director of each of the Regional Centre:
  - a) strategic directions;
  - b) the strategic plan defining medium-and long-term goals;
  - c) the annual budget;
  - d) the annual activity report and the approval of the accounts;
  - e) the organisational structure of the Regional Centres; and
  - f) any organisational restructuring.

IV. The Technical committee

A. Membership

1. The Technical Committee is set up for each Centre:
2. Each Technical Committee is composed of the director of the Centre, the deputy director and the liaison officer of each of the State Parties. Liaison officers from other States and partner institutions attend only in a consultative role.
3. The Technical Committee holds regular meetings at the Centre under the chairmanship of the director of the Centre or his deputy.

B. Mandate of the Technical Committee

1. The Technical Committee is the implementing body for the decisions of the Steering Committee and is central to the functioning of the Centre.
2. The Technical Committee is responsible for:
  - a) ensure the implementation, under the responsibility of the Director of the Centre, of the decisions of the Steering Committee;

- b) the development of the short-and medium-term work plans;
- c) the development and dissemination of deliverables;
- d) the development of protocols specially those relating to information security;
- e) the development of agreements, contracts and memoranda of understanding necessary for the Centre;
- f) the preparation of agreements relating to the admission of partners;
- g) the tasks distribution and day to day functioning of the Centre;
- h) the development of the internal rules of procedure of the Centre;
- i) the communication policy of the Centre;
- j) the development of training and capacity building plans.

**V. The Director of the Centre:**

1. The Director of the Centre is responsible for the operation of the Centre and reports to the Steering Committee on the implementation of the strategic directions and decisions set.
2. The Director is accountable to the Steering Committee.
3. The Director will ensure liaison with the authorities of the host country and will ensure the implementation of the Hosting Agreement.
4. In his capacity as Director, the holder of the position is responsible for:
  - a) implementing the decisions of the Steering Committee;
  - b) developing strategic plans for implementing the goals set by the Steering Committee;
  - c) developing exchanges with other Centres, naval forces in the region, maritime bodies and sea users;
  - d) ensuring compliance with the confidentiality provisions in place at the Centres, in particular with regard to the exchange and sharing of maritime information;
  - e) ensuring compliance with data confidentiality clauses and access restrictions at the Centre;
  - f) developing and presenting the budget to the Steering Committee and ensuring that the budget caters for the needs of the Centre and implement the approved budget; and
  - g) Validating an annual report analysing trends and issues relating to maritime safety in the Eastern and Southern Africa -Indian Ocean region.
5. The modalities for the designation of the Director of the RMIFC and RCOC will be decided at a later date.

**VI. The Deputy Director**

1. The Deputy Director supports the Director of the Centre in the exercise of the latter's functions.
2. The Deputy Director is responsible for the internal organisation and coordination of the different operational units of the Centre.
3. In absence of the Director, the Deputy Director ensures his replacement. To this end, he will take into account the functions listed in a delegation of authority established by the Director.

*[Handwritten signatures and initials in blue ink]*

4. The modalities for the designation of the Deputy Director of the RMIFC and RCOC will be decided at a later date.

#### **VII. The financial resources of the Centres**

1. In addition to the financial contribution of the Host countries to the Centres, the Centre's budget may be financed by contributions from:
  - a) State Parties
  - b) other State Parties and Partner Organisations;
  - c) intergovernmental organisations or non-governmental organisations; and
  - d) other sources, such as its own revenues
2. The diversity of funding sources is a guarantee for the long-term financial sustainability of the Centres. As such, the Centres can conduct *ad hoc* or specific studies for the benefit of other organisations or actors on the evolution of maritime threats and trends as well as risks related to regional maritime security. These *ad hoc* or specific studies will be undertaken in line with the clauses relating to the use of the maritime information and data mentioned in the Agreement.
3. The Steering Committee may authorise the Director of the Centre, in accordance with the guidelines previously set in this regard, to accept contributions as well as donations or grants, subject to the following conditions:
  - a) Autonomy of the Centre is not threatened;
  - b) Compatibility with the objectives and mandate of the Centre and
  - c) Formal and systematic approval by the Steering Committee before disbursement.

ADDENDA

Pursuant Article 2 of this Agreement, the French Republic becomes a Party to this Regional Agreement on the Coordination of Operations at Sar in the Western Indian Ocean.

In witness whereof, the undersigned Authority duly mandated by the French Republic have signed this Agreement.

Done at Nairobi, Republic of Kenya, on November 26<sup>th</sup> 2018, in English and French languages, both versions being equally authentic.

*Signature subject to approval*



**H.E. Mrs Aline Kuster-Ménager**

Ambassador of France in Kenya

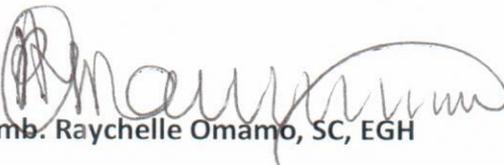
French Republic

ADDENDA

Pursuant to Article 2 of this Agreement, the Republic of Kenya becomes a Party to this Regional Agreement on the Coordination of Operations at Sea in the Western Indian Ocean.

In witness whereof, the undersigned Authority duly mandated by the Republic of Kenya have signed this Agreement.

Done at Nairobi, Republic of Kenya, on November 26<sup>th</sup> 2018, in English and French languages, both versions being equally authentic.

  
Amb. Raychelle Omamo, SC, EGH  
Cabinet Secretary for Defence  
Republic of Kenya

Subject to the  
Declaration dated  
27 / Nov / 2018