

*Extract from:*

# UNITED NATIONS JURIDICAL YEARBOOK

1967

Part One. Legal status of the United Nations and related inter-governmental  
organizations

Chapter II. Treaty provisions concerning the legal status of the United Nations and  
related inter-governmental organizations



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## Chapter II

### TREATY PROVISIONS CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTER-GOVERNMENTAL ORGANIZATIONS

#### A. Treaty provisions concerning the legal status of the United Nations

##### 1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE UNITED NATIONS.<sup>1</sup> APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 13 FEBRUARY 1946

The following States acceded to the Convention on the Privileges and Immunities of the United Nations in 1966:<sup>2</sup>

<i>State</i>	<i>Date of receipt of instrument of accession</i>
Ireland . . . . .	10 May 1967

This brought up to 95 the number of States parties to this Agreement.

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##### 2. AGREEMENTS RELATING TO MEETINGS AND INSTALLATIONS

- (a) Agreement between the United Nations and Austria regarding the Headquarters of the United Nations Industrial Development Organization (with exchange of notes and *aide-mémoire*).<sup>3</sup> Signed at New York on 13 April 1967
  - (i) Agreement between the United Nations and Austria regarding the Headquarters of the United Nations Industrial Development Organization

#### THE UNITED NATIONS AND THE REPUBLIC OF AUSTRIA:

*Considering* that the United Nations General Assembly, by resolutions 2089 (XX) and 2152 (XXI) of 20 December 1965 and 17 November 1966, has established the United Nations Industrial Development Organization as a subsidiary organ of the General Assembly of the United Nations and, in response to an offer by the Republic of Austria, has, by resolution 2212 (XXI) of 17 December 1966, decided to establish the headquarters of that organization at Vienna;

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<sup>1</sup> United Nations, *Treaty Series*, vol. I, p. 15 and vol. 90, p. 327.

<sup>2</sup> The Convention is in force with regard to each State which deposited an instrument of accession with the Secretary-General of the United Nations as from the date of its deposit.

<sup>3</sup> Came into force on 7 July 1967.

*Considering* that the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which the Republic of Austria is a party, is *ipso facto* applicable to the United Nations Industrial Development Organization;

*Considering* that it is desirable to conclude an agreement, complementary to the Convention on the Privileges and Immunities of the United Nations, to regulate questions not envisaged in that Convention arising as a result of the establishment of the headquarters of the United Nations Industrial Development Organization at Vienna;

*Have agreed* as follows:

## Article I

### *Definitions*

#### *Section 1*

In this Agreement,

(a) The expression "the UNIDO" means the United Nations Industrial Development Organization;

(b) The expression "the Government" means the Federal Government of the Republic of Austria;

(c) The expression "Executive Director" means the Executive Director of the UNIDO or any officer designated to act on his behalf;

(d) The expression "appropriate Austrian authorities" means such federal, state, municipal or other authorities in the Republic of Austria as may be appropriate in the context and in accordance with the laws and customs applicable in the Republic of Austria;

(e) The expression "laws of the Republic of Austria" includes:

(i) the federal constitution and state constitutions; and

(ii) legislative acts, regulations and orders issued by or under authority of the Government or appropriate Austrian authorities;

(f) The expression "headquarters seat" means:

(i) the headquarters area with the building or buildings upon it, as may from time to time be defined in the supplemental agreements referred to in section 3; and

(ii) any other land or building which may from time to time be included, temporarily or permanently, therein in accordance with this Agreement or by supplemental agreement with the Government;

(g) The expression "Member State" means a State which is a Member of the United Nations or a member of one of the specialized agencies, or a member of the International Atomic Energy Agency;

(h) The expression "officials of the UNIDO" means the Executive Director and all members of the staff of the UNIDO except those who are locally recruited and assigned to hourly rates;

(i) The expression "General Convention" means the Convention on the Privileges and Immunities of the United Nations approved by the General Assembly of the United Nations on 13 February 1946.

## Article II

### *The Headquarters Seat*

#### *Section 2*

(a) The permanent headquarters of the UNIDO shall be in the headquarters seat, and shall not be removed therefrom unless the United Nations should so decide. Any

transfer of the headquarters temporarily to another place shall not constitute a removal of the permanent headquarters unless there is an express decision by the United Nations to that effect.

(b) Any building in or outside of Vienna which may be used with the concurrence of the Government for meetings convened by the UNIDO shall be temporarily included in the headquarters seat.

(c) The appropriate Austrian authorities shall take whatever action may be necessary to ensure that the UNIDO shall not be dispossessed of all or any part of the headquarters seat without the express consent of the United Nations.

### *Section 3*

The Government grants to the UNIDO, and the UNIDO accepts from the Government, the permanent use and occupation of a headquarters seat as may from time to time be defined in supplemental agreements to be concluded between the UNIDO and the Government.

### *Section 4*

(a) The United Nations shall for official purposes have the authority to install and operate a radio sending and receiving station or stations to connect at appropriate points and exchange traffic with the United Nations radio network. The United Nations as a telecommunications administration will operate its telecommunications services in accordance with the International Telecommunication Convention and the Regulations annexed thereto. The frequencies used by these stations will be communicated by the United Nations to the Government and to the International Frequency Registration Board.

(b) The Government shall, upon request, grant to the UNIDO for official purposes appropriate radio and other telecommunications facilities in conformity with technical arrangements to be made with the International Telecommunication Union.

### *Section 5*

The UNIDO may establish and operate research, documentation and other technical facilities of any type. These facilities shall be subject to appropriate safeguards which, in the case of facilities which might create hazards to health or safety or interfere with property, shall be agreed with the appropriate Austrian authorities.

### *Section 6*

The facilities provided for in sections 4 and 5 may, to the extent necessary for efficient operation, be established and operated outside the headquarters area. The appropriate Austrian authorities shall, at the request of the UNIDO, make arrangements, on such terms and in such manner as may be agreed upon by supplemental agreement, for the acquisition or use by the UNIDO of appropriate premises for such purposes, and for the inclusion of such premises in the headquarters seat.

## **Article III**

### *Extraterritoriality of the Headquarters Seat*

### *Section 7*

(a) The Government recognizes the extraterritoriality of the headquarters seat, which shall be under the control and authority of the UNIDO as provided in this Agreement.

(b) Except as otherwise provided in this Agreement or in the General Convention, and subject to any regulation enacted under section 8, the laws of the Republic of Austria shall apply within the headquarters seat.



(c) Except as otherwise provided in this Agreement or in the General Convention, the courts or other appropriate organs of the Republic of Austria shall have jurisdiction, as provided in applicable laws, over acts done and transactions taking place in the headquarters seat.

#### *Section 8*

(a) The UNIDO shall have the power to make regulations, operative within the headquarters seat, for the purpose of establishing therein conditions in all respects necessary for the full execution of its functions. No law of the Republic of Austria which is inconsistent with a regulation of the UNIDO authorized by this section shall, to the extent of such inconsistency, be applicable within the headquarters seat. Any dispute between the UNIDO and the Republic of Austria as to whether a regulation of the UNIDO is authorized by this section or as to whether a law of the Republic of Austria is inconsistent with any regulation of the UNIDO authorized by this section, shall be promptly settled by the procedure set out in section 35. Pending such settlement, the regulation of the UNIDO shall apply and the law of the Republic of Austria shall be inapplicable in the headquarters seat to the extent that the UNIDO claims it to be inconsistent with the regulation of the UNIDO.

(b) The UNIDO shall from time to time inform the Government, as may be appropriate, of regulations made by it in accordance with subsection (a).

(c) This section shall not prevent the reasonable application of fire protection or sanitary regulations of the appropriate Austrian authorities.

#### *Section 9*

(a) The headquarters seat shall be inviolable. No officer or official of the Republic of Austria, or other person exercising any public authority within the Republic of Austria, shall enter the headquarters seat to perform any duties therein except with the consent of, and under conditions approved by, the Executive Director. The service of legal process, including the seizure of private property, shall not take place within the headquarters seat except with the express consent of, and under conditions approved by, the Executive Director.

(b) Without prejudice to the provisions of the General Convention or article X of this Agreement, the UNIDO shall prevent the headquarters seat from being used as a refuge by persons who are avoiding arrest under any law of the Republic of Austria, who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process.

### *Article IV*

#### *Protection of the Headquarters Seat*

#### *Section 10*

(a) The appropriate Austrian authorities shall exercise due diligence to ensure that the tranquillity of the headquarters seat is not disturbed by any person or group of persons attempting unauthorized entry into or creating disturbances in the immediate vicinity of the headquarters seat, and shall provide on the boundaries of the headquarters seat such police protection as may be required for these purposes.

(b) If so requested by the Executive Director, the appropriate Austrian authorities shall provide a sufficient number of police for the preservation of law and order in the headquarters seat.

## *Section 11*

The appropriate Austrian authorities shall take all reasonable steps to ensure that the amenities of the headquarters seat are not prejudiced and that the purposes for which the headquarters seat is required are not obstructed by any use made of the land or buildings in the vicinity of the headquarters seat. The UNIDO shall take all reasonable steps to ensure that the amenities of the land in the vicinity of the headquarters seat are not prejudiced by any use made of the land or buildings in the headquarters seat.

## *Article V*

### *Public services in the Headquarters Seat*

## *Section 12*

(a) The appropriate Austrian authorities shall exercise, to the extent requested by the Executive Director, their respective powers to ensure that the headquarters seat shall be supplied with the necessary public services, including without limitation by reason of this enumeration, electricity, water, sewerage, gas, post, telephone, telegraph, local transportation, drainage, collection of refuse, fire protection and snow removal from public streets, and that such public services shall be supplied on equitable terms.

(b) In case of any interruption or threatened interruption of any such services, the appropriate Austrian authorities shall consider the needs of the UNIDO as being of equal importance with those of essential agencies of the Government, and shall take steps accordingly to ensure that the work of the UNIDO is not prejudiced.

(c) The Executive Director shall, upon request, make suitable arrangements to enable duly authorized representatives of the appropriate public services bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the headquarters seat under conditions which shall not unreasonably disturb the carrying out of the functions of the UNIDO.

(d) Where gas, electricity, water or heat is supplied by appropriate Austrian authorities, or where the prices thereof are under their control, the UNIDO shall be supplied at tariffs which shall not exceed the lowest comparable rates accorded to Austrian governmental administrations.

## *Article VI*

### *Communications, publications and transportation*

## *Section 13*

(a) All official communications directed to the UNIDO, or to any of its officials at the headquarters seat, and all outward official communications of the UNIDO, by whatever means or in whatever form transmitted, shall be immune from censorship and from any other form of interception or interference with their privacy. Such immunity shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, films and sound recordings.

(b) The UNIDO shall have the right to use codes and to dispatch and receive correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

## *Section 14*

(a) The Government recognizes the right of the UNIDO freely to publish and broadcast within the Republic of Austria in the fulfilment of its purpose.

(b) It is, however, understood that the UNIDO shall respect any laws of the Republic of Austria, or any international conventions to which the Republic of Austria is a party, relating to copyrights.

#### *Section 15*

The UNIDO shall be entitled for its official purposes to use the railroad facilities of the Government at tariffs which shall not exceed the lowest comparable passenger fares and freight rates accorded to Austrian governmental administrations.

### **Article VII**

#### *Freedom from taxation*

#### *Section 16*

(a) The UNIDO, its assets, income and other property shall be exempt from all forms of taxation, provided, however, that such tax exemption shall not extend to the owner or lessor of any property rented by the UNIDO.

(b) In so far as the Government, for important administrative considerations, may be unable to grant to the UNIDO exemption from indirect taxes which constitute part of the cost of goods purchased by or services rendered to the UNIDO, including rentals, the Government shall reimburse the UNIDO for such taxes by the payment, from time to time, of lump sums to be agreed upon by the UNIDO and the Government. It is, however, understood that the UNIDO will not claim reimbursement with respect to minor purchases. With respect to such taxes, the UNIDO shall at all times enjoy at least the same exemptions and facilities as are granted to Austrian governmental administrations or to chiefs of diplomatic missions accredited to the Republic of Austria, whichever are the more favourable. It is further understood that the UNIDO will not claim exemption from taxes which are in fact no more than charges for public utility services.

(c) All transactions to which the UNIDO is a party, and all documents recording such transactions, shall be exempt from all taxes, recording fees, and documentary taxes.

(d) Articles imported or exported by the UNIDO for official purposes shall be exempt from customs duties and other levies, and from prohibitions and restrictions on imports and exports.

(e) The UNIDO shall be exempt from customs duties and other levies, prohibitions and restrictions on the importation of service automobiles, and spare parts thereof, required for its official purposes.

(f) The Government shall, if requested, grant allotments of gasoline or other fuels and lubricating oils for each such automobile operated by the UNIDO in such quantities as are required for its work and at such special rates as may be established for diplomatic missions in the Republic of Austria.

(g) Articles imported in accordance with subsections (d) and (e) or obtained from the Government in accordance with subsection (f) of this section, shall not be sold by the UNIDO in the Republic of Austria within two years of their importation or acquisition, unless otherwise agreed upon by the Government.

### **Article VIII**

#### *Financial facilities*

#### *Section 17*

(a) Without being subject to any financial controls, regulations or moratoria of any kind, the UNIDO may freely:

- (i) Purchase any currencies through authorized channels and hold and dispose of them;
  - (ii) Operate accounts in any currency;
  - (iii) Purchase through authorized channels, hold and dispose of funds, securities and gold;
  - (iv) Transfer its funds, securities, gold and currencies to or from the Republic of Austria, to or from any other country, or within the Republic of Austria; and
  - (v) Raise funds through the exercise of its borrowing power or in any other manner which it deems desirable, except that with respect to the raising of funds within the Republic of Austria, the UNIDO shall obtain the concurrence of the Government.
- (b) The Government shall assist the UNIDO to obtain the most favourable conditions as regards exchange rates, banking commissions in exchange transactions and the like.
- (c) The UNIDO shall, in exercising its rights under this section, pay due regard to any representations made by the Government in so far as effect can be given to such representations without prejudicing the interests of the UNIDO.

## Article IX

### *Social security and pension fund*

#### *Section 18*

The United Nations Joint Staff Pension Fund shall enjoy legal capacity in the Republic of Austria and shall enjoy the same exemptions, privileges and immunities as the UNIDO itself.

#### *Section 19*

The UNIDO shall be exempt from all compulsory contributions to, and officials of the UNIDO shall not be required by the Government to participate in, any social security scheme of the Republic of Austria.

#### *Section 20*

The Government shall make such provision as may be necessary to enable any official of the UNIDO who is not afforded social security coverage by the UNIDO to participate, if the UNIDO so requests, in any social security scheme of the Republic of Austria. The UNIDO shall in so far as possible, arrange, under conditions to be agreed upon, for the participation in the Austrian social security system of those locally recruited members of its staff who do not participate in the United Nations Joint Staff Pension Fund or to whom UNIDO does not grant social security protection at least equivalent to that offered under Austrian law.

## Article X

### *Transit and residence*

#### *Section 21*

(a) The Government shall take all necessary measures to facilitate the entry into and sojourn in Austrian territory and shall place no impediment in the way of the departure from Austrian territory of the persons listed below; it shall ensure that no impediment is placed in the way of their transit to or from the headquarters seat and shall afford them any necessary protection in transit:

- (i) Members of permanent missions and other representatives of Member States, their families and other members of their households, as well as clerical and other auxiliary personnel and the spouses and dependent children of such personnel;

- (ii) Officials of the UNIDO, their families and other members of their households;
  - (iii) Officials of the United Nations or of one of the specialized agencies or of the International Atomic Energy Agency, attached to the UNIDO, and those who have official business with the UNIDO, and their spouses and dependent children;
  - (iv) Representatives of other organizations, with which the UNIDO has established official relations, who have official business with the UNIDO;
  - (v) Persons, other than officials of the UNIDO, performing missions authorized by the UNIDO or serving on committees or other subsidiary organs of the UNIDO, and their spouses;
  - (vi) Representatives of the press, radio, film, television or other information media, who have been accredited to the UNIDO in its discretion after consultation with the Government;
  - (vii) Representatives of other organizations or other persons invited by the UNIDO to the headquarters seat on official business. The Executive Director shall communicate the names of such persons to the Government before their intended entry.
- (b) This section shall not apply in the case of general interruptions of transportation, which shall be dealt with as provided in section 12 (b) and shall not impair the effectiveness of generally applicable laws relating to the operation of means of transportation.
- (c) Visas, where required for persons referred to in this section, shall be granted without charge and as promptly as possible.
- (d) No activity performed by any person referred to in subsection (a) in his official capacity with respect to the UNIDO shall constitute a reason for preventing his entry into or his departure from the territory of the Republic of Austria or for requiring him to leave such territory.
- (e) No person referred to in subsection (a) shall be required by the Government to leave the Republic of Austria save in the event of an abuse of the right of residence, in which case the following procedure shall apply:
- (i) No proceeding shall be instituted to require any such person to leave the Republic of Austria except with the prior approval of the Federal Minister for Foreign Affairs of the Republic of Austria;
  - (ii) In the case of a representative of a Member State, such approval shall be given only after consultation with the Government of the Member State concerned;
  - (iii) In the case of any other person mentioned in subsection (a), such approval shall be given only after consultation with the Executive Director, and if expulsion proceedings are taken against any such person, the Executive Director shall have the right to appear or to be represented in such proceedings on behalf of the person against whom such proceedings are instituted; and
  - (iv) Persons who are entitled to diplomatic privileges and immunities under section 28 shall not be required to leave the Republic of Austria otherwise than in accordance with the customary procedure applicable to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria.
- (f) This section shall not prevent the requirement of reasonable evidence to establish that persons claiming the rights granted by this section come within the classes described in subsection (a), or the reasonable application of quarantine and health regulations.

## *Section 22*

The Executive Director and the appropriate Austrian authorities shall, at the request of either of them, consult as to methods of facilitating entrance into the Republic of Austria,

and as to the use of available means of transportation, by persons coming from abroad who wish to visit the headquarters seat and who do not enjoy the privileges provided by section 21.

## Article XI

### *Representatives to the UNIDO*

#### *Section 23*

Representatives of Member States to meetings of or convened by the UNIDO, and those who have official business with the UNIDO, shall, while exercising their functions and during their journey to and from Austria, enjoy the privileges and immunities provided in article IV of the General Convention.

#### *Section 24*

Members of permanent missions to the UNIDO shall be entitled to the same privileges and immunities as the Government accords to members, having comparable rank, of diplomatic missions accredited to the Republic of Austria.

#### *Section 25*

Permanent missions to the UNIDO of States Members of the Industrial Development Board and those of Member States shall enjoy the same privileges and immunities as are accorded to diplomatic missions in the Republic of Austria.

#### *Section 26*

The UNIDO shall communicate to the Government a list of persons within the scope of this article and shall revise such list from time to time as may be necessary.

## Article XII

### *Officials of the UNIDO*

#### *Section 27*

Officials of the UNIDO shall enjoy within and with respect to the Republic of Austria the following privileges and immunities:

(a) Immunity from legal process of any kind in respect of words spoken or written, and of acts performed by them in their official capacity; such immunity to continue notwithstanding that the persons concerned may have ceased to be officials of the UNIDO;

(b) Immunity from seizure of their personal and official baggage;

(c) Immunity from inspection of official baggage, and if the official comes within the scope of section 28, immunity from inspection of personal baggage;

(d) Exemption from taxation in respect of the salaries, emoluments, indemnities and pensions paid to them by the UNIDO for services past or present or in connexion with their service with the UNIDO;

(e) Exemption from any form of taxation on income derived by them from sources outside the Republic of Austria;

(f) Exemption, with respect to themselves, their spouses, their dependent relatives and other members of their households from immigration restrictions and alien registration;

(g) Exemption from national service obligations, provided that, with respect to Austrian nationals, such exemption shall be confined to officials whose names have,

by reason of their duties, been placed upon a list compiled by the Executive Director and approved by the Government; provided further that should officials, other than those listed, who are Austrian nationals, be called up for national service, the Government shall, upon request of the Executive Director, grant such temporary deferments in the call-up of such officials as may be necessary to avoid interruption of the essential work of the UNIDO;

(h) Freedom to acquire or maintain within the Republic of Austria or elsewhere foreign securities, foreign currency accounts, and other movable, and, under the same conditions applicable to Austrian nationals, immovable property; and at the termination of their UNIDO employment, the right to take out of the Republic of Austria through authorized channels without prohibition, or restriction, their funds in the same currency and up to the same amounts as they had brought into the Republic of Austria.

(i) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their households as are accorded in time of international crisis to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria; and

(j) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports:

- (i) Their furniture and effects in one or more separate shipments, and thereafter to import necessary additions to the same;
- (ii) One automobile every four years; and
- (iii) Limited quantities of certain articles for personal use or consumption and not for gift or sale; the UNIDO may establish a commissary for the sale of such articles to its officials and members of delegations. A supplemental agreement shall be concluded between the UNIDO and the Government to regulate the exercise of these rights.

#### *Section 28*

In addition to the privileges and immunities specified in section 27:

(a) The Executive Director shall be accorded the privileges and immunities, exemptions and facilities accorded to Ambassadors who are heads of missions;

(b) A senior official of the UNIDO, when acting on behalf of the Executive Director during his absence from duty, shall be accorded the same privileges and immunities, exemptions and facilities as are accorded to the Executive Director; and

(c) Other officials having the professional grade of P-5 and above, and such additional categories of officials as may be designated, in agreement with the Government, by the Executive Director in consultation with the Secretary-General of the United Nations on the ground of the responsibilities of their positions in the UNIDO, shall be accorded the same privileges and immunities, exemptions and facilities as the Government accords to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria.

#### *Section 29*

(a) The UNIDO shall communicate to the Government a list of officials of the UNIDO and shall revise such list from time to time as may be necessary.

(b) The Government shall furnish persons within the scope of this article with an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Austrian authorities.

### *Section 30*

The provisions of this article shall apply to other officials of the United Nations who are attached to the UNIDO or to other United Nations offices set up with the consent of the Government in the Republic of Austria. They shall also apply to officials of the specialized agencies and the International Atomic Energy Agency attached to the UNIDO on a continuing basis.

## **Article XIII**

### *Experts on mission for UNIDO*

### *Section 31*

Experts (other than officials of the UNIDO coming within the scope of article XII) performing missions authorized by, serving on committees or other subsidiary organs of, or consulting at its request in any way with, the UNIDO shall enjoy, within and with respect to the Republic of Austria, the following privileges and immunities so far as may be necessary for the effective exercise of their functions:

(a) Immunity in respect of themselves, their spouses and their dependent children from personal arrest or detention and from seizure of their personal and official baggage;

(b) Immunity from legal process of any kind with respect to words spoken or written, and all acts done by them, in the performance of their official functions, such immunity to continue notwithstanding that the persons concerned may no longer be employed on missions for, serving on committees of, or acting as consultants for, the UNIDO, or may no longer be present at the headquarters seat or attending meetings convened by the UNIDO;

(c) Inviolability of all papers, documents and other official material;

(d) The right, for the purpose of all communications with the UNIDO, to use codes and to dispatch or receive papers, correspondence or other official material by courier or in sealed bags;

(e) Exemption with respect to themselves and their spouses from immigration restrictions, alien registration and national service obligations;

(f) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their households as are accorded in time of international crisis to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria;

(g) The same privileges with respect to currency and exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions; and

(h) The same immunities and facilities with respect to their personal and official baggage as the Government accords to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria.

### *Section 32*

Where the incidence of any form of taxation depends upon residence, periods during which the persons designated in section 31 may be present in the Republic of Austria for the discharge of their duties shall not be considered as periods of residence. In particular, such persons shall be exempt from taxation on their salaries and emoluments received from the UNIDO during such periods of duty and shall be exempt from all tourist taxes.



### *Section 33*

(a) The UNIDO shall communicate to the Government a list of persons within the scope of this article and shall revise such list from time to time as may be necessary.

(b) The Government shall furnish persons within the scope of this article with an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Austrian authorities.

## *Article XIV*

### *Settlement of disputes*

### *Section 34*

The UNIDO shall make provision for appropriate methods of settlement of:

(a) Disputes arising out of contracts and disputes of a private law character to which the UNIDO is a party; and

(b) Disputes involving an official of the UNIDO who, by reason of his official position, enjoys immunity, if such immunity has not been waived.

### *Section 35*

(a) Any dispute between the UNIDO and the Government concerning the interpretation or application of this Agreement or of any supplemental agreement, or any question affecting the headquarters seat or the relationship between the UNIDO and the Government, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators: one to be chosen by the Executive Director, one to be chosen by the Federal Minister for Foreign Affairs of the Republic of Austria, and the third, who shall be chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, such third arbitrator shall be chosen by the President of the International Court of Justice at the request of the UNIDO or the Government.

(b) The Secretary-General of the United Nations or the Government may ask the General Assembly to request of the International Court of Justice an advisory opinion on any legal question arising in the course of such proceedings. Pending the receipt of the opinion of the Court, an interim decision of the arbitral tribunal shall be observed by both parties. Thereafter, the arbitral tribunal shall render a final decision, having regard to the opinion of the Court.

## *Article XV*

### *General provisions*

### *Section 36*

The Republic of Austria shall not incur by reason of the location of the headquarters seat of the UNIDO within its territory any international responsibility for acts or omissions of the UNIDO or of its officials acting or abstaining from acting within the scope of their functions, other than the international responsibility which the Republic of Austria would incur as a Member of the United Nations.

### *Section 37*

Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the Republic of Austria. They also have a duty not to interfere in the internal affairs of this State.

#### *Section 38*

(a) The Executive Director shall take every precaution to ensure that no abuse of a privilege or immunity conferred by this Agreement shall occur, and for this purpose shall establish such rules and regulations as may be deemed necessary and expedient, for officials of the UNIDO and for such other persons as may be appropriate.

(b) Should the Government consider that an abuse of a privilege or immunity conferred by this Agreement has occurred, the Executive Director shall, upon request, consult with the appropriate Austrian authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Executive Director and to the Government, the matter shall be determined in accordance with the procedure set out in section 35.

#### *Section 39*

This Agreement shall apply irrespective of whether the Government maintains or does not maintain diplomatic relations with the State concerned and irrespective of whether the State concerned grants a similar privilege or immunity to diplomatic envoys or nationals of the Republic of Austria.

#### *Section 40*

Whenever this Agreement imposes obligations on the appropriate Austrian authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.

#### *Section 41*

The provisions of this Agreement shall be complementary to the provisions of the General Convention. In so far as any provision of this Agreement and any provision of the General Convention relate to the same subject matter, the two provisions shall, wherever possible, be treated as complementary, so that both provisions shall be applicable and neither shall narrow the effect of the other.

#### *Section 42*

This Agreement shall be construed in the light of its primary purpose of enabling the UNIDO at its headquarters in the Republic of Austria fully and efficiently to discharge its responsibilities and fulfil its purposes.

#### *Section 43*

Consultations with respect to modification of this Agreement shall be entered into at the request of the United Nations or the Government. Any such modification shall be by mutual consent.

#### *Section 44*

The UNIDO and the Government may enter into such supplemental agreements as may be necessary.

#### *Section 45*

This Agreement shall apply, *mutatis mutandis*, to other offices of the United Nations set up with the consent of the Government in the Republic of Austria.

#### *Section 46*

This Agreement shall cease to be in force:

- (i) By mutual consent of the United Nations and the Government; or

(ii) If the permanent headquarters of the UNIDO is removed from the territory of the Republic of Austria, except for such provisions as may be applicable in connexion with the orderly termination of the operations of the UNIDO at its permanent headquarters in the Republic of Austria and the disposal of its property therein.

*Section 47*

This Agreement shall enter into force upon an exchange of notes between the Secretary-General of the United Nations and the duly authorized representative of the Federal President of the Republic of Austria.

DONE at New York, in duplicate, in the English and German languages, both being equally authentic, on this thirteenth day of April 1967.

For the United Nations

On behalf of the Secretary-General

C. A. STAVROPOULOS

*Under-Secretary*

*Legal Counsel*

For the Republic of Austria

Carl H. BOBLETER

*Under-Secretary of State*

*for Foreign Affairs*

(ii) Exchange of notes

I

*Note from the Under-Secretary of State for Foreign Affairs of Austria*

New York, 13 April 1967

Sir,

With reference to the Agreement between the United Nations and the Republic of Austria regarding the Headquarters of the United Nations Industrial Development Organization, to which I have this day affixed my signature, I have the honour to propose that:

(1) In accordance with the Financial Regulations of the United Nations, the articles mentioned in paragraph (g) of section 16 of this Agreement may be disposed of without charge only for the benefit of international organizations or charitable institutions.

(2) Having regard to article 38 (1) of the Vienna Convention on Diplomatic Relations<sup>4</sup> and to the practice of Austria, the Republic of Austria will accord members of permanent missions referred to in section 24 of the Agreement, who are Austrian nationals or stateless persons resident in Austria, only the immunity from legal process of every kind in respect of words spoken or written and all acts done by them in their capacity as members of permanent missions.

(3) Officials of the UNIDO or other United Nations organs or experts on missions for the United Nations who are Austrian nationals and stateless persons resident in Austria shall enjoy only those privileges and immunities provided in the General Convention, it being understood, nevertheless, that such privileges and immunities include exemption from taxation on pensions paid to them by the Pension Fund of the United Nations.

In addition, officials of the UNIDO who are Austrian nationals or stateless persons resident in Austria shall have access to the Commissary to be established in accordance with paragraph (j) (iii) of section 27 of the Agreement, the exercise of this right being regulated by the supplemental agreement as envisaged in the above-mentioned provision of the Agreement.

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<sup>4</sup> United Nations, *Treaty Series*, vol. 500, p. 95.

(4) In accordance with the practice of the Republic of Austria which is in conformity with article 42 of the Vienna Convention on Diplomatic Relations to which Austria is a party, diplomatic agents accredited to the Republic of Austria may not practise for personal profit any professional or commercial activity. It is understood that the same restriction shall apply to all persons to whom the Agreement accords the same privileges and immunities as are accorded to members, having comparable rank, of diplomatic missions in the Republic of Austria.

(5) Persons to whom the Agreement applies, who are not Austrian nationals or stateless persons resident in Austria, shall not benefit from Austrian regulations on allowances for children.

(6) Without prejudice to the provisions of sections 18 (e) and 22 (e) of the General Convention and section 27 (h) of the Agreement, officials and experts of the UNIDO shall be allowed, over and above the facilities granted by the Agreement, to make transfers to other countries up to a maximum amount of one thousand US dollars (US \$1,000.00) per year, to the debit of accounts in Austrian Schilling held in their names at Austrian credit institutions. If officials or experts of the UNIDO wish to make Austrian currency transfers exceeding the amount mentioned above, such transfers shall be authorized by the Austrian authorities up to the amount of all salary previously received in Austrian currency by the person concerned from the UNIDO, provided that the UNIDO agrees that the amount to be transferred shall be deducted from transferable Austrian currency balances of the UNIDO.

If the United Nations agrees to this proposal, I have the honour to propose that this note and your note of confirmation shall constitute an Agreement between the Republic of Austria and the United Nations, entering into force on the same day as the Headquarters Agreement.

Accept, Sir, the renewed assurances of my highest consideration.

Carl H. BOBLETER  
*Under-Secretary of State for Foreign Affairs*

His Excellency  
U THANT  
*United Nations*  
*New York, N. Y.*

## II

*Note from the Legal Counsel of the United Nations*

New York, 13 April 1967

Sir,

I am directed by the Secretary-General to refer to your note of 13 April 1967, which reads as follows:

[See note I]

I have the honour to confirm that the United Nations agrees with the above proposal and that your note and this reply will constitute an Agreement between the United Nations and the Republic of Austria, entering into force on the same day as the Headquarters Agreement.

Accept, Sir, the assurances of my highest consideration.

C. A. STAVROPOULOS  
*Under-Secretary  
Legal Counsel*

His Excellency  
Dr. Carl BOBLETER  
*Under-Secretary of State for Foreign Affairs  
New York, N. Y.*

(iii) *Aide-mémoire*

Desiring that the "Advance Party" may enjoy the privileges and immunities provided in the Headquarters Agreement even before the entering into force of this agreement the following measures are envisaged by the Austrian authorities:

(1) A Certificate will be issued to the members of the "Advance Party"; this Certificate may be presented to all Austrian authorities and reads as follows:

"The Federal Ministry for Foreign Affairs certifies that the United Nations Industrial Development Organization (UNIDO), a subsidiary organ of the General Assembly of the United Nations transfers its headquarters from New York to Vienna. In view of the establishment of the UNIDO's headquarters in Vienna, a Headquarters Agreement was concluded between the Republic of Austria and the United Nations; this agreement was approved by the Council of Ministers and was signed on 13 April 1967. The Headquarters Agreement as a treaty involving changes in ordinary laws has to be submitted to parliament for approval and to be ratified by the Federal President. This agreement is not yet entered into force, but has already been submitted to parliament for approval. The Headquarters Agreement entitles the UNIDO and its officials *inter alia* to the following rights going in part beyond the scope of the Convention on Privileges and Immunities of the United Nations (Federal Law Gazette N. 126/1957):

"(a) Officials of the UNIDO, their families and other members of their households shall enter freely into Austrian territory; visas where required shall be granted without charge and as promptly as possible.

"(b) Officials of the UNIDO enjoy immunity from seizure of their personal and official baggage and immunity from inspection of official baggage.

"(c) Officials of the UNIDO are free to acquire and maintain within the Republic of Austria foreign securities, foreign currency accounts and other movable and under the same conditions as applicable to Austrian nationals immovable property.

"(d) The UNIDO shall be entitled for its official purpose to use Austrian railroad facilities at tariffs which shall not exceed the lowest comparable passenger fares and freight rates accorded to Austrian governmental administrations.

"(e) The headquarters seat shall be supplied with the necessary public services on equitable terms.

"(f) The UNIDO shall be granted for official purposes appropriate radio and other telecommunication facilities.

"(g) The UNIDO, its assets, income and other property shall be exempt from all forms of taxation; all transactions to which the UNIDO is a party and all documents recording such transactions shall be exempt from all taxes, recording fees and documentary taxes.

“(h) The UNIDO may freely purchase any currencies, funds, securities and gold through authorized channels; it shall get assistance from the Austrian Government to obtain the most favourable conditions as regards exchange—rates, banking—commissions in exchange transactions and the like.

“The Federal Ministry for Foreign Affairs asks to aid the UNIDO and its officials in establishing the headquarters in Vienna and to have due regard to the provisions of the already signed Headquarters Agreement.”

(2) Officials of the UNIDO entering into Austrian territory and bearing the aforementioned certificate will enjoy already before the entering into force of the Headquarters Agreement all privileges concerning customs duties provided in this agreement.

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(b) Agreement between the United Nations and Venezuela concerning the arrangements for the twelfth session of the United Nations Economic Commission for Latin America to be held in Caracas.<sup>5</sup> Signed at Santiago on 18 November 1966

...

#### Article X

##### *Compensation*

The Government shall pay compensation for any damage to the Conference area, or furniture or equipment therein. The Government further recognizes that the United Nations shall not be held liable for the payment of damages for injuries to persons attending the Conference or for claims for damages, on any grounds whatsoever, arising out of the employment by the Government of Conference staff.

...

#### Article XII

##### *Privileges and immunities*

In application of the Act on the Immunities and Prerogatives of Foreign Officials of 13 August 1945,<sup>6</sup> the Government shall by Special Resolution extend to delegates or representatives, officials or experts and observers of Member States or of the specialized agencies of the United Nations attending the twelfth session of the Economic Commission for Latin America (ECLA) the benefit, during their stay in the territory of the Republic of Venezuela, of all the immunities and prerogatives granted to diplomatic officials under the terms of that Act.

#### Article XIII

##### *Status of the Conference area*

The Conference area shall be under the authority of the United Nations, which shall be entitled, by agreement with the Venezuelan authorities, to authorize or prohibit the entry of any person or article to the Conference area.

...

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<sup>5</sup> Came into force on the date of signature.

<sup>6</sup> *United Nations Legislative Series, Laws and Regulations regarding Diplomatic and Consular Privileges and Immunities* (ST/LEG/SER.B/7), pp. 402-403.

## Article XV

### *Freedom of access*

1. The Government shall permit the following persons, irrespective of their nationality, to enter, remain in and leave Venezuela while performing their functions in connexion with the Conference:

(a) Representatives of States Members of the United Nations and their immediate families;

(b) United Nations officials and experts and their immediate families;

(c) Officials of the specialized agencies and their immediate families;

(d) Representatives of non-governmental organizations having consultative status with the Economic and Social Council of the United Nations;

(e) Representatives of press, radio, cinema and other information media accredited by the United Nations;

(f) Any other persons formally invited by the United Nations to attend the Conference.

2. Any visas required for the entry to and exit from Venezuela of the persons listed in the foregoing paragraph shall be granted as speedily as possible and free of charge.

## Article XVI

### *Diplomatic pouches*

The Government shall grant the United Nations diplomatic pouch privileges, between United Nations Headquarters in New York and the Conference area in Caracas, and between ECLA Headquarters at Santiago and the Conference area. This privilege shall apply from one month before the opening of the Conference to one week after the closing of the Conference.

## Article XVII

### *Customs*

Without prejudice to the general conditions laid down in this Agreement, all property of the United Nations and the personal effects of the persons enumerated in article XV, sub-paragraph 1 (a), (b) and (c), may be imported and exported to and from Venezuela free of duty and other charges, but shall not be sold within Venezuela except in accordance with the regulations made by the Venezuelan customs authorities.

(c) Agreement between the United Nations and Nigeria regarding the arrangements for the eighth session of the Economic Commission for Africa.<sup>7</sup> Signed at Lagos on 7 February 1967

### *I. Premises, equipment, utilities and stationery supplies*

...

(5) The Government agrees to indemnify and hold harmless the United Nations and its personnel from any and all actions, causes of actions, claims or other demands arising out of any damage to the premises in this conference area or of injuries to persons using such premises or of damages to furniture or equipment provided by the Government except

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<sup>7</sup> Came into force on the date of signature.

where it is agreed by the parties that the damage to property or injuries to persons was occasioned by the gross negligence or wilful misconduct of any personnel of the United Nations.

...

### III. *Transportation*

... The Government agrees to indemnify and hold harmless the United Nations and its personnel from any and all actions, causes of actions, claims or other demands arising out of any damage to person or property caused or suffered in using transportation referred to in this article, except where it is agreed by the parties that the damage to property or injuries to persons was occasioned by the gross negligence or wilful misconduct of any personnel of the United Nations.

...

### V. *Local personnel*

...

(4) The Government agrees to indemnify and hold harmless the United Nations and its personnel from any and all actions, causes of actions, claims or other demands arising out of the employment for the United Nations of the personnel referred to in this article.

...

### VII. *Privileges and immunities*

(1) The Convention on the Privileges and Immunities of the United Nations shall be fully applicable with respect to the Session. Accordingly, officials of the United Nations performing functions in connexion with the Session shall enjoy the privileges and immunities provided in articles V and VII of the said Convention.

(2) Officials of the specialized agencies performing functions in connexion with the Session shall enjoy the privileges and immunities provided under the Convention on the Privileges and Immunities of the Specialized Agencies.

(3) Without prejudice to the provisions of the preceding paragraphs, all participants and all persons performing functions in connexion with the Session shall enjoy such privileges and immunities, facilities and courtesies, as are necessary for the independent exercise of their functions in connexion with the Session.

(4) Representatives of members and associate members of the United Nations Economic Commission for Africa and representatives or observers from other States Members of the United Nations shall enjoy the privileges and immunities provided in article IV of the Convention on the Privileges and Immunities of the United Nations. Observers of members of the specialized agencies shall enjoy the privileges and immunities provided for representatives in article V of the Convention on the Privileges and Immunities of the specialized agencies.

(5) All participants and all persons performing functions in connexion with the Session who are not nationals of Nigeria shall have the right of entry into and exit from the country. They shall be granted facilities for speedy travel. Visas, where required, shall be granted promptly and free of charge.

(6) The area designated under article I shall be deemed to constitute United Nations premises, and access to the conference area and to office space therein shall be under the control and authority of the United Nations.



- (d) Agreement between the United Nations and Ghana regarding the arrangements for the first meeting of ministers of the Economic Community of West Africa.<sup>8</sup> Signed at Accra on 8 April 1967

I. *Premises, equipment, utilities and stationery supplies*

...  
(5) [Similar to article I (5) in (c) above]  
...

III. *Transportation*

... The Government agrees to indemnify and hold harmless the United Nations and its personnel from any and all actions, causes of actions, claims or other demands arising out of any damage to person or property caused or suffered in using transportation referred to in this article.

...

V. *Local personnel*

...  
(4) [Similar to article V (4) in (c) above]  
...

VII. *Privileges and immunities*

[Similar to article VII in (c) above, with the omission of the second sentence of paragraph (4)].

...

- (e) Agreement between the United Nations and Greece regarding arrangements for the International Symposium on Industrial Development, to be held in Athens from 29 November to 20 December 1967.<sup>9</sup> Signed at Athens on 14 April 1967

VIII. *Local personnel*

...

(b) The Government agrees to indemnify and save harmless the United Nations from any and all actions, causes of actions, claims or other demands arising out of the employment for the United Nations of the personnel referred to in this section.

...

X. *Privileges and immunities*

(a) The Convention on the Privileges and Immunities of the United Nations, to which Greece is a party, shall be applicable with respect to the Symposium. In particular, the Government will accord representatives attending the Symposium and all officials of the United Nations connected with the Symposium the privileges and immunities set forth in articles IV and V of the said Convention.

(b) Representatives of States non-members of the United Nations attending the Symposium shall enjoy the same privileges and immunities as are accorded to representatives of States Members of the Organization.

(c) Representatives of the specialized agencies and of inter-governmental organizations and international non-governmental organizations invited to the Symposium shall enjoy

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<sup>8</sup> Came into force on the date of signature.

<sup>9</sup> Came into force on the date of signature.

the same privileges and immunities as are accorded to officials of comparable rank of the United Nations.

(d) The area referred to under sections I, II, III and V above shall be deemed to constitute United Nations premises, access to which shall be under the authority and control of the United Nations.

(e) The Greek Government and authorities shall impose no impediment to transit to and from the Symposium of the following categories of persons attending the Symposium: representatives of Governments and their immediate families; representatives of specialized agencies and inter-governmental organizations and their immediate families; officials of the United Nations and their immediate families; observers of non-governmental organizations having consultative status with the Economic and Social Council of the United Nations; representatives of the Press or of radio, television, film or other information agencies accredited by the United Nations at its discretion after consultation with the Government; and other persons officially invited to the Symposium by the United Nations. Any visa required for such persons shall be granted promptly and without charge.

(f) The Government shall allow the importation, duty free, of all equipment and shall waive import duties and taxes with respect to supplies necessary for the Symposium. It shall issue without delay to the United Nations any necessary import and export permits.

(g) The Government shall issue to the United Nations an import permit for the limited supplies needed by the United Nations for official requirements and entertainment schedule of the Symposium.

...

#### XIV. *Miscellaneous*

(a) Any damage to the premises in the meeting area or injury to persons using such premises or damage to furniture or equipment provided by the Government shall be made good at the expense of the Government, without prejudice to the Government's right of recourse as long as such right is not contrary to the present Agreement.

...

(f) Agreement between the United Nations and Senegal concerning the arrangements for the first meeting of West African Community Ministers.<sup>10</sup> Signed at Addis-Ababa and Dakar on 8 November 1967

...

#### V. *Local personnel*

...

(4) The Government agrees to indemnify the United Nations and hold it harmless in any and all actions, causes of actions or demands arising out of the employment for the United Nations of the personnel referred to in this article.

...

#### VII. *Privileges and immunities*

[Similar to article VII in (c) above, with the omission of the second sentence of paragraph (4)]

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<sup>10</sup> Came into force on the date of signature.

- (g) Agreement between the United Nations and Finland relating to a United Nations seminar on the civic and political education of women, to be held at Helsinki from 1 to 14 August 1967.<sup>11</sup> Signed at Helsinki on 7 December 1966 and at New York on 16 January 1967

...

#### Article V

##### *Facilities, privileges and immunities*

1. The Convention on the Privileges and Immunities of the United Nations shall be applicable in respect of the seminar. Accordingly, officials of the United Nations performing functions in connexion with the seminar shall enjoy the privileges and immunities provided under articles V and VII of the said Convention.

2. Officials of the specialized agencies attending the seminar in pursuance of paragraph 1 (c) of article II of this Agreement shall be accorded the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies.

3. Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and all persons performing functions in connexion with the seminar shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connexion with the seminar.

4. All participants and all persons performing functions in connexion with the seminar, who are not nationals of Finland, shall have the right of entry into and exit from Finland. They shall be granted facilities for speedy travel. Visas, entry and exit permits, where required, shall be granted free of charge.

...

- (h) Agreement between the United Nations and Poland relating to a United Nations seminar on the realization of economic and social rights contained in the Universal Declaration of Human Rights, to be held at Warsaw from 15 to 28 August 1967.<sup>12</sup> Signed at New York on 15 and 20 February 1967

#### Article V

[Similar to article V in (g) above]

- (i) Exchange of notes constituting an agreement between the United Nations and Romania regarding the privileges and immunities to be applied in respect of the joint meetings of the Committee for Programme and Coordination of the United Nations Economic and Social Council and the Administrative Committee on Coordination, to be held at Bucharest from 5 to 7 July 1967.<sup>13</sup> New York, 8 March and 8 April 1967

1. The Convention on the Privileges and Immunities of the United Nations, to which the Romanian People's Republic is a party, shall be applicable to the Joint Meetings. Officials of the specialized agencies participating in the Joint Meetings shall enjoy the same

<sup>11</sup> Came into force on 16 January 1967.

<sup>12</sup> Came into force on 20 February 1967.

<sup>13</sup> Came into force on 8 April 1967.

privileges and immunities as are accorded to officials of comparable rank of the United Nations.

2. All participants and other persons performing functions in connexion with the Joint Meetings shall have the right of entry into and exit from Romania. They shall be granted the necessary travel facilities. Visas, where required, shall be granted free of charge.

(j) Agreement between the United Nations and Zambia relating to the arrangements for the international seminar on *apartheid*, racial discrimination and colonialism in Southern Africa.<sup>14</sup> Signed at New York on 6 July 1967

...

#### VIII. *Privileges and immunities*

(a) The Convention on the Privileges and Immunities of the United Nations shall be applicable with respect to the Seminar. In particular, the Government will accord representatives of States attending the Seminar and all officials of the United Nations connected with the Seminar the privileges and immunities provided in the said Convention.

(b) Representatives of the specialized agencies and those of other inter-governmental organizations attending the Seminar shall be accorded the privileges and immunities provided in the Convention on the Privileges and Immunities of the Specialized Agencies.

(c) All participants and all persons performing functions in connexion with the Seminar shall be accorded such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connexion with the Seminar.

(d) The area referred to under article II above shall be deemed to constitute United Nations premises, access to which shall be under the authority and control of the United Nations.

(e) All participants and all persons performing functions in connexion with the Seminar, who are not nationals of Zambia, shall have the right of entry into and exit from Zambia. They shall be granted facilities for speedy travel. Visas, where required, shall be granted free of charge.

(f) The Government shall allow the importation, duty free, of all equipment and shall waive import duties and taxes with respect to supplies necessary for the Seminar. It shall issue without delay to the United Nations any necessary import and export permits.

...

#### X. *General provisions*

(a) The Government agrees to indemnify and save harmless the United Nations from any and all actions, causes of actions, claims or other demands arising out of the employment for the United Nations of the personnel referred to in article IV of this Agreement.

Any damage to the premises in the meeting area or injury to persons using such premises or damage to furniture or equipment provided by the Government shall be made good at the expense of the Government, except where it is agreed by the parties that such damage or injury is caused by the gross negligence or wilful misconduct of United Nations personnel. This shall be without prejudice to the Government's right of recourse against third parties as long as such right is not contrary to the present Agreement.

...

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<sup>14</sup> Came into force on the date of signature.

- (k) Agreement between the United Nations and India regarding the arrangements for the Second United Nations Conference on Trade and Development.<sup>15</sup>  
Signed at New Delhi on 4 November 1967

1. *Premises, equipment, utilisation and stationery supplies*

...  
(5) Any claim, action or proceeding for damages or loss to the land or premises within the Conference area or in respect of or arising from anything on such area or in respect of any injury to the person suffered within such area shall be the sole responsibility of the Government. The Government agrees to indemnify and hold harmless the United Nations and its personnel from any and all actions, causes of action, claims or other demands arising out of any damage to the premises in the Conference area or of injuries to persons using such premises or of damages to furniture or equipment provided by the Government, except when it is agreed by the parties hereto that such damage and injury is caused by the gross negligence or wilful misconduct of United Nations personnel.

...

II. *Transportation*

... Any claim, action or proceeding for damages or loss to property or in respect of injury to the person arising out of the use of such transportation for the purposes of the Conference shall be the sole responsibility of the Government. The Government agrees to indemnify and hold harmless the United Nations and its personnel from any and all actions, causes of action, claims or other demands arising out of such claims except when it is agreed by the parties hereto that such damage and injury is caused by the gross negligence or wilful misconduct of United Nations personnel.

...

IV. *Local personnel for the Conference*

...  
(2) The Government agrees to indemnify and save harmless the United Nations from any and all actions, causes of action, claims or other demands arising out of the employment for the United Nations of the personnel referred to in this Section.

...

VII. *Privileges and immunities*

(1) The Convention on the Privileges and Immunities of the United Nations, to which India is a party, shall be applicable with respect to the Conference. In particular, the Government will accord to all representatives attending the Conference and to all officials of the United Nations connected with the Conference the privileges and immunities set forth in articles IV and V of the said Convention.

(2) Representatives of States non-members of the United Nations, but members of UNCTAD, shall enjoy the same privileges and immunities as are accorded to representatives of States Members of the Organization.

(3) Representatives of the specialized agencies and other inter-governmental organizations invited to the Conference shall enjoy the privileges and immunities provided in the Convention on the Privileges and Immunities of the Specialized Agencies.

(4) Local personnel provided by the Government under article IV (1) of this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them within the Conference premises in their official capacity in connexion with the Conference.

...  
<sup>15</sup> Came into force on the date of signature.

(5) The buildings and areas referred to in section I shall be deemed to constitute United Nations premises and access thereto shall be subject to the authority and control of the United Nations.

(6) The Government shall ensure that no impediment is imposed on transit to and from the Conference of the following categories of persons attending the Conference: representatives of Governments and their immediate families; representatives of specialized agencies and inter-governmental organizations and their immediate families; officials and experts of the United Nations and their immediate families; observers of non-governmental organizations having consultative status with UNCTAD and with the Economic and Social Council of the United Nations; representatives of the Press or of radio, television, film or other information agencies accredited by the United Nations upon consultation with the Government; and other persons officially invited to the Conference by the United Nations. Any visa required for such persons shall be granted promptly and without charge.

(7) The Government shall allow the importation, duty free, of all equipment and shall waive import duties and taxes in respect of supplies necessary for the Conference. It shall issue without delay to the United Nations any necessary import and export permits.

(8) The Government shall issue to the United Nations an import permit for the supplies needed by the United Nations for official requirements and entertainment schedule of the Conference.

(I) Agreement between the United Nations Children's Fund and Chile regulating conditions for the operation, in Chile, of the United Nations Children's Fund Regional Office for the Americas.<sup>16</sup> Signed at Santiago on 30 November 1965

WHEREAS the Government of Chile has invited the United Nations Children's Fund to establish its Regional Office for the Americas in Santiago, Chile,

WHEREAS the United Nations Children's Fund has agreed to accept the invitation made by the Government of Chile,

NOW, THEREFORE, the Government of Chile and the United Nations Children's Fund have entered into this Agreement in a spirit of friendly co-operation.

## Article I

### *Definitions*

In this Agreement:

(a) The expression "The Government" means the Government of the Republic of Chile;

(b) The expression "UNICEF" means the United Nations Children's Fund;

(c) The expression "competent Chilean authorities" means national or other authorities of the Republic of Chile, in accordance with Chilean law;

(d) The expression "Executive Director" means the Executive Director of the United Nations Children's Fund;

(e) The expression "UNICEF officials" means the permanent members of the UNICEF international staff employed by UNICEF at the Regional Office for the Americas;

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<sup>16</sup> Came into force on 5 June 1967.

(f) The expression "UNICEF Regional Headquarters" means the premises occupied by the Regional Office for the Americas;

(g) The expression "property" as used in this Agreement means all property, including funds and assets, belonging to UNICEF or held or administered by UNICEF in furtherance of its constitutional functions, and, in general, all income of UNICEF.

## Article II

### *Co-operation on the part of UNICEF and continuation of Agreements in force*

UNICEF shall continue to co-operate in child health and welfare programmes operated by the Government in accordance with the provisions of the Agreement signed between the Government and UNICEF on 3 March 1950. In so far as they have not been modified by this Agreement, the provisions of the above-mentioned Agreement and those of the Additional Protocol to it, signed on 11 June 1956, shall remain in force.

## Article III

### *Immunity from legal process*

1. The Government recognizes the immunity from legal process of UNICEF Regional Headquarters, which shall be under the authority and administration of UNICEF, as provided in this Agreement.

2. The UNICEF Regional Headquarters shall be inviolable.

3. Without prejudice to the provisions of article VII, UNICEF undertakes not to permit its Headquarters to be used as a refuge by persons who are avoiding arrest under any law of the Republic of Chile or who are required by the Government, or who are endeavouring to avoid service of legal process or a judicial proceeding.

## Article IV

### *Communications*

1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government or organization, including foreign diplomatic missions in Chile.

2. UNICEF shall be entitled, for its official purpose, to use the State Railways under the same conditions as may be granted to resident diplomatic missions.

3. No censorship shall be applied to the official correspondence or other communications of UNICEF. Such immunity shall extend to printed matter, photographs, slides, films and sound recordings, this list being subject to amplification by mutual agreement. UNICEF shall have the right to use codes and to dispatch and receive correspondence either by courier or in sealed pouches. Nothing in this section may be construed to preclude the adoption of appropriate security measures to be determined by agreement between the Government and UNICEF.

## Article V

### *UNICEF property and taxation*

1. UNICEF and its property, wherever situated and by whomsoever held, shall enjoy immunity from legal process, except in so far as in any particular case UNICEF shall have expressly waived such immunity. It is, however, understood that no waiver of immunity shall extend to any enforcement measure.

2. The property and assets of UNICEF, wherever situated and by whomsoever held, shall be immune from search, seizure, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

3. The archives of UNICEF, and in general all documents belonging to or held by it, shall be inviolable.

4. The assets, income and other property of UNICEF shall be exempt:

(a) From any form of direct taxation; it is understood, however, that UNICEF will not claim exemption from taxes which are in fact no more than charges for public utility services;

(b) From customs duties and import prohibitions and restrictions on articles imported by UNICEF for its official use; it is understood, however, that articles imported under such exemption will not be sold within the country, except under conditions to be agreed upon between the Government and UNICEF;

(c) From customs duties and prohibitions and restrictions in respect of the import and export of its publications.

## Article VI

### *Financial and exchange facilities*

1. UNICEF shall not be subject to any financial controls, regulations or moratoria, and may freely:

(a) Acquire negotiable currencies from authorized commercial agencies, hold them and use them; operate foreign currency accounts, and acquire through authorized institutions, hold and use funds, securities and gold;

(b) Transfer funds, securities, foreign currencies and gold to or from the Republic of Chile, to or from any other country, or within the Republic of Chile itself.

2. In exercising its rights under this section, UNICEF shall pay due regard to any representations made by the Government and shall give effect to such representations so far as this is possible without detriment to the interests of UNICEF.

## Article VII

### *UNICEF officials*

1. Within the territory of the Republic of Chile, UNICEF officials shall enjoy the following privileges and immunities:

(a) Immunity from personal arrest or detention;

(b) Immunity from seizure of their personal and official baggage;

(c) Immunity from legal process of any kind in respect of words spoken or written and of all acts performed by them in their official capacity, such immunity to continue notwithstanding that the persons concerned may have ceased to be officials of UNICEF;

(d) Exemption from any form of direct taxation on salaries, remuneration and allowances paid by UNICEF;

(e) Exemption for officials who are not of Chilean nationality from any form of direct taxation on income derived from sources outside the Republic of Chile;

(f) Exemption for themselves, their spouses and relatives dependent on them, from registration as aliens and from immigration restrictions;

(g) Freedom for officials who are not of Chilean nationality to maintain, within the Republic of Chile or elsewhere, foreign securities, foreign currency accounts, and



movable or immovable property; and, on termination of their employment by UNICEF, the right to take their funds out of the Republic of Chile, without any restrictions or limitations, in the currencies and in the amounts brought by them into the Republic of Chile through authorized channels;

(h) The same repatriation facilities and the same rights to protection by the Chilean authorities for themselves, their families and dependents as are accorded to members of diplomatic missions in times of international tension.

(i) UNICEF officials shall have the right to import, free of customs duties and other import levies, prohibitions and restrictions, their furniture and effects, including one motor car, on first taking up their post in the Republic of Chile. The general regulations for the resident diplomatic corps shall apply to the transfer of each motor car.

2. All officials of UNICEF shall be provided with a special identity card certifying that they are UNICEF officials enjoying the privileges and immunities set forth in this Agreement.

3. In so far as the provisions of the Constitution permit, the Government shall accord to the Regional Director and other permanent senior international officials of UNICEF, recognized as such by the Ministry of Foreign Affairs, the diplomatic privileges and immunities granted to the Executive Secretary and permanent senior international staff of the Economic Commission for Latin America and Directors of other Regional Offices of the United Nations established in Chile. For this purpose, the said permanent senior international officials of UNICEF shall be assigned by the Ministry of Foreign Affairs to the appropriate diplomatic categories and shall enjoy the customs exemptions specified in section 1901 of the Customs Tariff.

4. The privileges and immunities accorded under this Agreement are granted in the interests of UNICEF and not for the personal benefit of the individuals concerned. The Executive Director shall waive the immunity of any official in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of UNICEF.

5. UNICEF and its officials shall co-operate at all times with the Chilean authorities to facilitate the proper administration of justice, ensure the observance of police regulations and prevent the occurrence of any abuse in the exercise of the privileges and immunities conferred by this Agreement.

## Article VIII

### *General provisions*

1. The Executive Director shall take every precaution to prevent any abuse in the exercise of the privileges and immunities conferred by this Agreement and for this purpose shall establish such regulations as he may deem necessary and expedient for officials of UNICEF.

2. Should the Government consider that an abuse has occurred in the exercise of the privileges and immunities conferred by this Agreement, the Executive Director shall, at the request of the Government, consult with the appropriate Chilean authorities to determine whether such an abuse has occurred. If such consultations fail to achieve results satisfactory to the Executive Director and the Government, the matter shall be settled in accordance with the procedure laid down in article VIII, section 30, of the Convention on the Privileges and Immunities of the United Nations.

## Article IX

1. This Agreement shall enter into force the day on which UNICEF receives from the Government written notification to the effect that the Agreement has obtained legislative approval in accordance with the provisions of the Chilean Constitution. Without prejudice to the foregoing, all parts of the Agreement which may be put into effect by virtue of the legal powers of the President of the Republic of Chile shall be applicable from the date on which the Agreement is signed.

2. Consultations with respect to the modification of this Agreement may be entered into at the request of the Government or of UNICEF. Any such modification shall be by mutual consent.

3. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNICEF to discharge its responsibilities fully and efficiently and to attain its objective in Latin America.

4. Wherever this Agreement imposes obligations on the appropriate Chilean authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.

5. This Agreement shall cease to be in force six months after either of the Contracting Parties shall have given notice in writing to the other of its decision to terminate the Agreement, except as regards those provisions in this Agreement and the Agreement referred to in article II which may apply to the normal cessation of the activities of UNICEF in Chile and the disposal of its property in Chile.

### IN WITNESS WHEREOF

The undersigned, duly appointed representatives of the Government and UNICEF, respectively, have on behalf of the Parties signed this Agreement, in duplicate, in the Spanish language, both texts being equally authentic, at Santiago on 30 November 1965.

For the Government of Chile

Gabriel VALDES

*Minister for Foreign Affairs*

For the United Nations Children's Fund

Henri R. LABOUISSÉ

*Executive Director*

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## 3. AGREEMENTS RELATING TO THE UNITED NATIONS CHILDREN'S FUND: REVISED MODEL AGREEMENT CONCERNING THE ACTIVITIES OF UNICEF

### Article VI

#### *Claims against UNICEF*

[See *Juridical Yearbook*, 1965, pp. 31 and 32]

### Article VII

#### *Privileges and immunities*

[See *Juridical Yearbook*, 1965, p. 32]

- (a) Agreements between UNICEF and the Governments of Zambia and Australia concerning the activities of UNICEF.<sup>17</sup> Signed respectively at Lusaka on 24 January 1967 and at Kampala on 2 February 1967, and at New York on 21 December 1967

These agreements contain articles similar to articles VI and VII of the revised model agreement.

- (b) Agreement between UNICEF and Brazil concerning the activities of UNICEF in Brazil.<sup>18</sup> Signed at New York on 28 March 1966

...

#### Article VI

##### *Claims against UNICEF*

The Government shall be responsible for dealing with any claims which may be brought by third parties against UNICEF or its experts, agents or employees and shall hold harmless UNICEF and its experts, agents and employees in case of any claims or liabilities resulting from the execution of Plans of Operations made pursuant to this Agreement, except where it is agreed by the Government and UNICEF that such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents or employees. This article shall not apply with respect to any claim against UNICEF for injuries incurred by a staff member of UNICEF.

#### Article VII

##### *Privileges and immunities*

[Similar to article VII of the revised model agreement]

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## 4. AGREEMENTS RELATING TO TECHNICAL ASSISTANCE: MODEL REVISED STANDARD AGREEMENT CONCERNING TECHNICAL ASSISTANCE

#### Article I

##### *Furnishing of Technical Assistance*

...

6. The Government shall be responsible for dealing with any claims which may be brought by third parties against the Organizations and their experts, agents and employees and shall hold harmless such Organizations and their experts, agents and employees in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government, the Administrator of the United Nations Development Programme, and the Organizations concerned that such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents or employees.

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<sup>17</sup> Came into force respectively on 2 February 1967 and 21 December 1967.

<sup>18</sup> Came into force on 23 October 1967.

Article V

*Facilities, privileges and immunities*

[See *Juridical Yearbook*, 1963, p. 27]

- (a) Agreement between the United Nations, the ILO, FAO, UNESCO, ICAO, WHO, ITU, WMO, IAEA, UPU and IMCO, and the Government of the Netherlands concerning technical assistance to Surinam and the Netherlands Antilles.<sup>19</sup> Signed at New York on 19 April 1967.

This agreement contains articles similar to articles I (6) and V of the model revised standard agreement.

- (b) Revised standard agreement between the United Nations, the ILO, FAO, UNESCO, ICAO, WHO, ITU, UPU and IMCO, and the Government of Botswana.<sup>20</sup> Signed at Gaberones on 12 October 1967

This agreement contains articles similar to articles I (6) and V of the model revised standard agreement.

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5. AGREEMENTS RELATING TO THE UNITED NATIONS DEVELOPMENT PROGRAMME (SPECIAL FUND): MODEL REVISED AGREEMENT CONCERNING ASSISTANCE FROM THE UNITED NATIONS DEVELOPMENT PROGRAMME (SPECIAL FUND)

Article VIII

*Facilities, privileges and immunities*

[See *Juridical Yearbook*, 1963, p. 31]

Article X

*General provisions*

- ...  
4. ... [See *Juridical Yearbook*, 1963, p. 32]

- (a) Agreement between the United Nations Development Programme (Special Fund) and the Government of Australia concerning assistance from the Special Fund sector of the United Nations Development Programme for the Territory of Papua and the Trust Territory of New Guinea.<sup>21</sup> Signed at New York on 6 February 1967

This agreement contains articles similar in substance to articles VIII and X (4) of the model revised agreement and is accompanied by the following exchange of letters:

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<sup>19</sup> Applied provisionally from the date of signature.

<sup>20</sup> Came into force on the date of signature.

<sup>21</sup> Came into force on 6 February 1967.

I

*Letter from the Permanent Representative of Australia  
to the United Nations*

6 February 1967

Sir,

I have the honour to refer to the Agreement signed today between the Government of Australia and the United Nations Development Programme for the provision of assistance from the Special Fund sector of the United Nations Development Programme for the Territory of Papua and the Trust Territory of New Guinea. In this connection, I should like to convey to you the following observations of the Government of Australia concerning this Agreement:

...

(c) It will not be possible for the Government to give full effect to article IV, section 11, of the Convention on the Privileges and Immunities of the Specialized Agencies, which requires each State party to the Convention to grant specialized agencies, in its territory, treatment not less favourable than that accorded by the Government of that State to any other Government in the matter of priorities, rates and taxes on telecommunications.

(d) With regard to subparagraphs (e) and (f) of paragraph 4 of article VIII of the Agreement, the Government understands that these subparagraphs will not oblige it to permit the importation into the Territories of articles whose importation is prohibited or restricted by laws and regulations which concern public security, health or morality or which are designed to prevent the introduction into Australia and its territories of plant or animal diseases. With regard to paragraph 2 of article VIII, the Government understands that each Specialized Agency acting as an Executing Agency will, before importing into the Territories any goods the importation of which is ordinarily prohibited or restricted by the laws in force in the Territories, consult with the Government and give sympathetic consideration to representations made by the Government. These understandings do not affect such obligations as have been assumed by the Government of Australia with respect to the Conventions on the Privileges and Immunities of the United Nations and of the Specialized Agencies.

...

If the foregoing observations are acceptable to the United Nations Development Programme, I have the honour to suggest that the present letter, together with your reply in that sense, shall be regarded as placing on record the positions of the Government of Australia and of the United Nations Development Programme on this matter.

Accept, Sir, the assurance of my highest consideration.

Patrick SHAW  
*Permanent Representative of Australia*

Mr. Paul G. HOFFMAN  
*Administrator  
United Nations Development Programme*

II

6 February 1967

Sir,

I have the honour to acknowledge receipt of your letter of today's date which reads as follows:

[See letter I]

The United Nations Development Programme takes note of the observations expressed by your Government as set out in the letter quoted above, and agrees that your letter, together with this reply, shall be regarded as placing on record the positions of the Government of Australia and of the United Nations Development Programme on this matter.

Accept, Sir, the assurance of my highest consideration.

Paul G. HOFFMAN  
*Administrator*

His Excellency Mr. Patrick SHAW  
*Ambassador Extraordinary and Plenipotentiary  
Permanent Representative of Australia  
to the United Nations*

- (b) Agreements between the United Nations Development Programme (Special Fund) and the Governments of Hungary, Botswana and Czechoslovakia concerning assistance from the United Nations Development Programme (Special Fund).<sup>22</sup> Signed respectively at Geneva on 28 April 1967, at Gaberones on 12 October 1967 and at Geneva on 13 July 1967

These agreements contain articles similar to articles VIII and X (4) of the model revised agreement.

- (c) Exchange of letters constituting an agreement between the United Nations Development Programme (Special Fund), the United Nations, the ILO, FAO, UNESCO, ICAO, WHO, ITU, WMO, IAEA, UPU and IMCO, and the Government of Indonesia by which the Agreement between the United Nations Special Fund and the Government of Indonesia concerning assistance from the Special Fund, signed at Djakarta on 7 October 1960 and the Revised Basic Agreement for the provision of technical assistance between the Organizations members of the United Nations Technical Assistance Board and the Government of Indonesia, signed at Djakarta on 29 October 1954, are deemed revived and applicable to activities of the United Nations Development Programme in Indonesia subject, as regards the second of these agreements, to certain amendments thereto.<sup>23</sup> New York, 1 November 1966, and Djakarta, 17 November 1966 and 25 January 1967

By this exchange of letters, the ITU, WMO, IAEA, UPU and IMCO have been added to the list of Organizations parties to the Revised Basic Agreement for the provision of technical assistance and article I (6) of the said Agreement has been brought into line with article I (6) of the model revised agreement.

## 6. AGREEMENTS RELATING TO OPERATIONAL ASSISTANCE : STANDARD AGREEMENT ON OPERATIONAL ASSISTANCE<sup>24</sup>

### Article II

#### *Functions of the Officers*

...

3. [See *Juridical Yearbook*, 1965, p. 37]

<sup>22</sup> Came into force on the respective dates of signature.

<sup>23</sup> Came into force on 17 November 1966.

<sup>24</sup> United Nations Development Programme, *Field Manual*, Edition II (1 May 1966), section IX C, p. 36/Rev.1.

## Article IV

### *Obligations of the Government*

...

5. [See *Juridical Yearbook*, 1965, pp. 37 and 38]

6. [See *Juridical Yearbook*, 1965, p. 38]

...

- (a) Agreement on operational assistance between the United Nations, the ILO, FAO, UNESCO, ICAO, WHO, ITU, WMO, IAEA, UPU and IMCO, and the Government of Uganda.<sup>25</sup> Signed at Kampala on 27 February 1967

This agreement contains articles similar to articles II (3) and IV (5) and (6) of the standard agreement.

- (b) Standard agreements on operational assistance between the United Nations, the ILO, FAO, UNESCO, ICAO, WHO, ITU, WMO, IAEA, UPU and IMCO, and the Governments of Costa Rica, Ceylon, Honduras, Botswana and Ivory Coast.<sup>26</sup> Signed respectively at San José on 13 April 1967, at Colombo on 10 June 1967, and Tegucigalpa on 21 June 1967, at Gaberones on 12 October 1967 and at Abidjan on 27 October 1967

These agreements contain articles similar to articles II (3) and IV (5) and (6) of the standard agreement.

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## 7. EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT BETWEEN THE UNITED NATIONS AND ITALY RELATING TO THE SETTLEMENT OF CLAIMS FILED AGAINST THE UNITED NATIONS IN THE CONGO BY ITALIAN NATIONALS.<sup>27</sup> NEW YORK, 18 JANUARY 1967

### I

#### *Letter from the Secretary-General*

18 January 1967

Dear Mr. Ambassador,

A number of Italian nationals have lodged with the United Nations claims for damage to persons and property arising from the operations of the United Nations Force in the Congo, particularly those which took place in Katanga. The claims in question have been examined by United Nations officials assigned to assemble all the information necessary for establishing the facts submitted by the claimants or their beneficiaries and any other available information.

The United Nations has agreed that the claims of Italian nationals who may have suffered damage as a result of harmful acts committed by ONUC personnel, not arising from military necessity, should be dealt with in an equitable matter.

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<sup>25</sup> Came into force on the date of signature.

<sup>26</sup> Came into force on the respective dates of signature.

<sup>27</sup> Came into force on 18 January 1967.

It has stated that it would not evade responsibility where it was established that United Nations agents had in fact caused unjustifiable damage to innocent parties.

It is pointed out that, under these principles, the Organization does not assume liability for damage to persons or property, which resulted solely from military operations or which was caused by third parties; cases based on such claims are therefore excluded from the proposed compensation.

Consultations have taken place with the Italian Government. The examination of the claims having now been completed, the United Nations shall, without prejudice to its privileges and immunities, pay to the Italian Government the amount of one hundred fifty thousand (150,000) United States dollars plus two million five hundred thousand (2,500,000) francs of the Democratic Republic of the Congo in lump-sum and final settlement of all claims arising from the causes mentioned in the first paragraph of this letter.

The distribution to be made of the amount referred to in the preceding paragraph shall be the responsibility of the Italian Government. The United Nations shall supply to the Italian Government all information at its disposal which might be useful in carrying out the distribution of the amount in question, including the list of individual cases in respect of which the United Nations has considered that it must bear financial responsibility, and any other information relevant to the determination of such responsibility.

Acceptance of the above-mentioned payment shall constitute lump-sum and final settlement between Italy and the United Nations of all the claims referred to in this letter. It is understood that this settlement does not affect any claims arising from contractual relationships between the claimants and the Organization or those which are at present still handled by United Nations administrative departments, such as ordinary requisitions.

Accept, dear Mr. Ambassador, the assurances of my highest consideration.

His Excellency Mr. Piero VINCI  
*Ambassador Extraordinary and Plenipotentiary  
Permanent Representative of Italy  
to the United Nations*

U THANT  
*Secretary-General*

## II

### *Letter from the Permanent Representative of Italy to the United Nations*

18 January 1967

Dear Mr. Secretary-General,

I have the honour to acknowledge receipt of your letter of 18 January 1967 concerning the settlement of claims lodged with the United Nations by Italian nationals or their beneficiaries who suffered damage arising from the operations carried out by the United Nations Force in the Congo, particularly those which took place in Katanga.

I have the honour to inform you that the Italian Government accepts the lump-sum and final settlement which you have proposed.

Your letter of 18 January 1967 and my reply constitute an agreement between Italy and the United Nations which comes into effect on this day.

Accept, Sir, the assurances of my highest consideration.

His Excellency U THANT  
*Secretary-General  
of the United Nations*

Piero VINCI  
*Ambassador*



**B. Treaty provisions concerning the Legal Status of inter-governmental organizations related to the United Nations**

**1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES.<sup>28</sup> APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947**

In 1966, the following States acceded to the Convention, or if already parties undertook by a subsequent notification to apply the provisions of the Convention, in respect of the specialized agencies indicated below:<sup>29</sup>

<i>State</i>		<i>Date of receipt of instrument of accession or notification</i>	<i>Specialized agencies</i>
Hungary <sup>30</sup>	Accession	2 August 1967	WHO, ILO, UNESCO, UPU, ITU, WMO
Ireland	Accession	10 May 1967	WHO, ICAO, ILO, FAO, UNESCO, BANK, FUND, UPU, ITU, WMO, IMCO, IFC, IDA
New Zealand	Notification	23 May 1967	FAO-Second revised text of annex II

As of 31 December 1967, sixty-three States were parties to the Convention.

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**2. INTERNATIONAL LABOUR ORGANISATION**

**(a) Agreement between the Government of Senegal and the International Labour Organisation concerning the establishment of an office of the Organisation at Dakar.<sup>31</sup> Signed on 9 February 1967**

...

**Article 2**

The Government shall grant to the Office of the International Labour Organisation and to the staff of the Organisation appointed to the said Office the privileges and immunities provided for in the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947.

**Article 3**

The Government of Senegal shall facilitate the entry into and the stay in Senegal of persons invited to go to the Office of the International Labour Organisation for official purposes, and their departure from the country.

...

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<sup>28</sup> United Nations, *Treaty Series*, vol. 33, p. 261.

<sup>29</sup> The Convention is in force with regard to each State which deposited an instrument of accession and in respect of specialized agencies indicated therein or in a subsequent notification as from the date of deposit of such instrument or receipt of such notification.

<sup>30</sup> With the following reservation:

"The Hungarian People's Republic accepts sections 24 and 32 of the Convention with the reservation that disputes regarding the interpretation and application of the Convention shall be referred to the International Court of Justice only with the consent of all parties involved in the given dispute.

The Hungarian People's Republic makes a reservation also with regard to the provision in section 32 making the advisory opinion of the Court decisive in certain cases."

<sup>31</sup> Came into force on the date of signature.

## Article 5

The Government of Senegal shall grant the Office of the International Labour Organisation and its staff treatment which shall not be less favourable than that granted in general to other inter-governmental or international organizations having a representative at Dakar.

- (b) Agreement between the Government of the People's Democratic Republic of Algeria and the International Labour Organisation concerning the establishment of an office of the Organisation in Algiers.<sup>32</sup> Signed in Algiers on 6 April 1967

This agreement contains articles similar to articles 2 and 3 of the agreement in (a) above.

- (c) Agreement between the Government of Cameroon and the International Labour Organisation concerning the establishment of an office of the Organisation in Yaoundé.<sup>33</sup> Signed in Yaoundé on 7 May 1967

This agreement contains articles similar to articles 2, 3 and 5 of the agreement in (a) above.

- (d) Agreement between the Government of the Republic of Zambia and the International Labour Organisation concerning the establishment of an office of the Organisation in Lusaka.<sup>34</sup> Signed at Lusaka on 20 December 1967

This agreement contains articles similar to articles 2, 3 and 5 of the agreement in (a) above.

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## 3. UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

Exchange of letters between the Government of the French Republic and UNESCO concerning new methods of application of article 16 of the Agreement between the Government of the French Republic and the United Nations Educational, Scientific and Cultural Organization regarding the Headquarters of UNESCO and the Privileges and Immunities of the Organization on French Territory of 2 July 1954.<sup>35, 36</sup> Paris, 7 and 24 July 1967

### I

Paris, 7 July 1967

Mr. Director-General,

I have the honour to refer to the conversations held at the initiative of the French Government between its representatives and those of UNESCO with a view to establishing new methods of application of article 16 of the Agreement between the Government of the

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<sup>32</sup> Came into force on the date of signature.

<sup>33</sup> Came into force on the date of signature.

<sup>34</sup> Came into force on the date of signature.

<sup>35</sup> United Nations, *Treaty Series*, vol. 357, p. 3.

<sup>36</sup> Came into force on 24 July 1967.

French Republic and the United Nations Educational, Scientific and Cultural Organization regarding the Headquarters of UNESCO and the Privileges and Immunities of the Organization on French Territory signed at Paris on 2 July 1954. In the light of the views exchanged at that time, I am proposing the adoption of the following provisions:

1. In application of article 16 of the aforesaid Agreement dated 2 July 1954, the Organization shall be reimbursed for all indirect taxes in respect of activities undertaken officially and which form part of the cost of goods sold and services rendered to it and activities involving movable or immovable property, including building activities.

2. For that purpose, the Organization shall make a request each month to the Ministry of Foreign Affairs (Department of Protocol) for reimbursement of taxes, enclosing the invoices of the suppliers to whom the amounts disbursed the previous month relate and a statement of those invoices.

3. At the request of the Organization, the Ministry for Economic and Financial Affairs shall grant an advance to cover those taxes. The advance shall be subject to equalization each month.

I would be grateful if you would let me know whether the provisions proposed above meet with your approval. If so, this letter and your reply will constitute an agreement which will enter into force on the date of your reply. However, these provisions will also apply to purchases of goods and services or other activities undertaken by the Organization officially prior to that date for which the suppliers have issued invoices with "tax included".

Accept, Mr. Director-General, the assurance of my highest consideration.

Hervé ALPHAND  
*For the Minister of Foreign Affairs*  
and by delegation  
*Ambassador of France, General Secretary*

Mr. René MAHEU  
*Director-General of the United Nations*  
*Educational, Scientific*  
*and Cultural Organization*  
*Paris*

II

DG/6/31/2285

24 July 1967

Excellency,

I have the honour to acknowledge receipt of the letter sent to me on your behalf by Ambassador Alphand, General Secretary of the Ministry of Foreign Affairs of the French Republic on 7 July 1967, which reads as follows:

[See letter I]

On behalf of the Organization, I accept the proposals contained in your letter. Consequently, your letter and this reply shall be considered as constituting the new methods of application of article 16 of the Headquarters Agreement dated 2 July 1954.

Accept, Excellency, the assurance of my highest consideration.

René MAHEU  
*Director-General*

*His Excellency, the Minister of Foreign Affairs*  
*Ministry of Foreign Affairs*  
*Quai d'Orsay*  
*Paris VII*

#### 4. WORLD HEALTH ORGANIZATION

- (a) Basic agreements between the World Health Organization and the Governments of Malta, Barbados, Cyprus and Lesotho for the provision of technical advisory assistance.<sup>37</sup> Signed respectively at Copenhagen on 18 February 1966 and at Valletta on 10 May 1967, at Barbados on 6 July 1967 and at Washington on 18 July 1967, at Alexandria on 3 August 1967 and at Nicosia on 7 October 1967, and at Brazzaville on 7 November 1967 and at Maseru on 11 December 1967

##### Article I

###### *Furnishing of technical advisory assistance*

...

6. The Government shall be responsible for dealing with any claims which may be brought by third parties against the Organization and its advisers, agents and employees and shall hold harmless the Organization and its advisers, agents and employees in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government and the Organization that such claims or liabilities arise from the gross negligence or wilful misconduct of such advisers, agents or employees.

...

##### Article V

###### *Facilities, privileges and immunities*

1. The Government, in so far as it is not already bound to do so, shall apply to the Organization, its staff, funds, properties and assets the appropriate provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.

2. Staff of the Organization, including advisers engaged by it as members of the staff assigned to carry out the purposes of this Agreement, shall be deemed to be officials within the meaning of the above Convention. This Convention shall also apply to any WHO representative appointed to Malta [to Barbados] [to Cyprus] [to Lesotho] who shall be afforded the treatment provided for under section 21 of the said Convention.

- (b) Basic agreement between the World Health Organization and the Government of New Zealand for the provision of technical advisory assistance to certain territories for whose international relations New Zealand is responsible.<sup>38</sup> Signed at Manila on 24 April 1967 and at Wellington on 29 August 1967

This agreement contains articles similar to articles I (6) and V cited under (a) above, with the omission of the second sentence in article V (2).

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<sup>37</sup> Came into force respectively on 10 May 1967, 18 July 1967, 7 October 1967 and 11 December 1967.

<sup>38</sup> Came into force on 29 August 1967.

## 5. INTERNATIONAL ATOMIC ENERGY AGENCY

Agreement on the Privileges and Immunities of IAEA.<sup>39</sup> Approved by the Board of Governors of the Agency on 1 July 1959

### (a) *Deposit of instruments of acceptance*

The following States accepted the Agreement on the Privileges and Immunities of the IAEA in 1967:<sup>40</sup>

<i>State</i>	<i>Date of deposit of the instrument of acceptance</i>
Hungary <sup>41</sup>	14 July 1967
Jamaica	5 September 1967
Tunisia	28 December 1967

This brought up to 28 the number of States parties to this Agreement.

### (b) *Incorporation of the Agreement by reference in other agreements*

(i) Section 5 of the Agreement between the International Atomic Energy Agency and the Government of the United Arab Republic for assistance by the Agency to the Government in establishing a project for training and medical applications (INFCIRC/96); entered into force on 1 March 1967.

(ii) Article VI, section 8 of the Agreement between the International Atomic Energy Agency and the Government of Iran for assistance by the Agency to Iran in establishing a research reactor project (INFCIRC/97,II); entered into force on 10 May 1967.

(iii) Part V, section 25 of the Agreement between the International Atomic Energy Agency, the Government of the Republic of South Africa and the Government of the United States of America for the application of safeguards (INFCIRC/98); entered into force on 26 July 1967.

(iv) Article VI, section 8 of the Agreement between the International Atomic Energy Agency and the Government of Spain for assistance by the Agency to Spain in establishing a zero energy fast reactor project (INFCIRC/99,II); entered into force on 23 June 1967.

(v) Article IV, section 9 of the Project Agreement between the International Atomic Energy Agency and the Government of the United Mexican States regarding arrangements for the transfer of radiodiagnostic equipment (INFCIRC/101); entered into force on 18 August 1967.

(vi) Paragraph 6 of the Annex to the Agreement between the International Atomic Energy Agency and the Government of the United Mexican States for assistance by the Agency to Mexico in establishing a sub-critical assembly project (INFCIRC/102,II); entered into force on 23 August 1967.

<sup>39</sup> United Nations, *Treaty Series*, vol. 374, p. 147.

<sup>40</sup> The Agreement comes into force as between the Agency and the accepting States on the date of deposit of instruments of acceptance.

<sup>41</sup> With the following reservation:

"The Hungarian People's Republic accepts sections 26 and 34 of the Agreement with the reservation that disputes regarding the interpretation and application of the Agreement shall be referred to the International Court of Justice only with the consent of all parties involved in the given dispute.

The Hungarian People's Republic makes a reservation also with regard to the provision in section 34 making the advisory opinion of the Court decisive in certain cases."

(vii) Article IV, section 8 of the Project Agreement between the International Atomic Energy Agency and the Government of Israel regarding arrangements for the transfer of irradiation equipment; entered into force on 31 August 1967.

(viii) Article IV, section 9 of the Project Agreement between the International Atomic Energy Agency and the Government of Iraq regarding arrangements for the transfer of radiotherapy equipment (INFCIRC/104); entered into force on 21 September 1967.

(ix) Article IV, section 9 of the Project Agreement between the International Atomic Energy Agency and the Government of the Union of Burma regarding arrangements for the transfer of radiotherapy equipment (INFCIRC/105); entered into force on 11 October 1967.

(x) Article VI, section 8 of the Agreement between the International Atomic Energy Agency and the Government of the Republic of Viet-Nam in connection with a reactor (INFCIRC/106,II); entered into force on 16 October 1967.

(xi) Article III, section 21 of the Agreement between the International Atomic Energy Agency, the Government of Japan and the Government of the United Kingdom of Great Britain and Northern Ireland for the application of Agency safeguards in respect of the bilateral agreement between those Governments for co-operation in the peaceful uses of atomic energy (INFCIRC/107); entered into force on 26 September 1967.

(xii) Article III, section 17 of the Agreement between the International Atomic Energy Agency, the Government of Iran and the Government of the United States of America for the application of safeguards (INFCIRC/108); entered into force on 4 December 1967.

(xiii) Part V, section 23 of the Agreement between the International Atomic Energy Agency, the Government of the United States of America and the Government of the Republic of Indonesia for the application of safeguards (INFCIRC/109); entered into force on 6 December 1967.