

*Extract from:*

# UNITED NATIONS JURIDICAL YEARBOOK

1993

Part One. Legal status of the United Nations and related intergovernmental  
organizations

Chapter II. Treaty provisions concerning the legal status of the United Nations and  
related intergovernmental organizations



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## Chapter II

### TREATY PROVISIONS CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL 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 or succeeded to the Convention in 1993:<sup>2</sup>

<i>State</i>	<i>Date of receipt of instrument of accession or succession</i>
Czech Republic .....	22 February 1993 (succession)
Liechtenstein .....	25 March 1993
Slovakia .....	28 May 1993 (succession)
The former Yugoslav Republic of Macedonia .....	18 August 1993 (succession)
Bosnia and Herzegovina .....	1 September 1993 (succession)

This brought to 135 the number of States parties to the Convention.<sup>3</sup>

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

- (1) Exchange of letters constituting an agreement between the United Nations and the Government of Nepal concerning the Regional Meeting on National Security and Building of Confidence among Nations in the Asia-Pacific Region,<sup>4</sup> to be held at Kathmandu from 1 to 3 February 1993. New York, 11 and 13 January 1993

#### I

#### LETTER FROM THE UNITED NATIONS

11 January 1993

As you are aware, the United Nations Regional Centre for Peace and Disarmament in Asia and the Pacific, located in Kathmandu, is organizing a Re-



gional Meeting on National Security and Building of Confidence among Nations in the Asia-Pacific Region from 1 to 3 February 1993.

For the Meeting, we have invited about 40 participants. Most are from the Asian region. Four staff members of the Office for Disarmament Affairs and I will also attend.

I would like to propose that the following terms apply to the Meeting:

- (a) (i) The Convention on the Privileges and Immunities of the United Nations<sup>5</sup> shall be applicable in respect of the Meeting. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Conference shall enjoy the privileges and immunities provided under articles V and VII of the Convention;
- (ii) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Meeting shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting;
- (iii) Personnel provided by the Government, if any, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Meeting.

(b) All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from Nepal. Visas and entry permits, where required, shall be granted as speedily as possible and free of charge.

(c) It is further understood that your Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of injury or damage to persons or property in the Meeting or office premises provided for the Meeting, and your Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

(d) Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriated provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds

majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I further propose that, upon receipt of your confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of Nepal for the Meeting.

(Signed) Provoslav DAVINIC  
Director  
Office for Disarmament Affairs

## II

### LETTER FROM THE PERMANENT MISSION OF THE KINGDOM OF NEPAL TO THE UNITED NATIONS

13 January 1993

With reference to your letter dated 11 January 1993 and upon instructions from my Government, I have the honour to confirm that the following terms and conditions would apply to the regional meeting on National Security and Building of Confidence among Nations in the Asia-Pacific Region to be held under the auspices of the United Nations Regional Centre for Peace and Disarmament in Asia and the Pacific in Kathmandu, Nepal, from 1 to 3 February 1993:

(See letter I)

(Signed) Jayaraj ACHARYA  
Ambassador, Permanent Representative

- (2) Exchange of letters constituting an agreement between the United Nations and the Government of Indonesia concerning arrangements regarding the Asia-Pacific Workshop on Human Rights Issues,<sup>6</sup> to be held at Jakarta from 26 to 28 January 1993. Geneva, 6 and 18 January 1993

## I

### LETTER FROM THE UNITED NATIONS

6 January 1993

I have the honour to refer to the discussions held between officials of the United Nations Centre for Human Rights and representatives of your Government regarding the Asia-Pacific Workshop on Human Rights Issues to be held at Jakarta in cooperation with the Government through the Ministry of Foreign Affairs and the United Nations Centre for Human Rights.

With respect to the above-mentioned workshop, please find set out below the text of arrangements between the United Nations and the Government of Indonesia, hereinafter referred to as "the Government". This text supersedes

the agreement between the United Nations and the Government of Indonesia, dated and signed on 18 October 1991, on the same subject.

*Arrangements between the United Nations and the Government of the Republic of Indonesia regarding the Asia-Pacific Workshop on Human Rights Issues to be held at Jakarta from 26 to 28 January 1993*

4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to person or damage to property in conference or office premises provided for the Workshop; (ii) the transportation provided by the Government; and (iii) the employment for the Workshop of personnel provided or arranged for by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations,<sup>7</sup> to which Indonesia is a party, shall be applicable to the Workshop; in particular:

(a) Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(b) The experts invited in accordance with paragraph 2 above shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention;

(c) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all experts and persons performing functions in connection with the Workshop shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Workshop;

(d) Participants and observers invited by the United Nations and personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Workshop;

(e) All experts and all persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from Indonesia. Visas and entry permits, where required, shall be granted promptly and free of charge.

6. The rooms, offices and related localities and facilities put at the disposal of the Workshop by the Government shall be the conference area, which will constitute United Nations premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

7. The Government shall notify the local authorities of the convening of the Workshop and request appropriate protection.

8. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provision of the Convention on the Privileges and Immunities of the United Nations or of any other agreement applicable to both parties, shall be settled by negotiation or in accordance with any other procedure agreed upon by the parties.

I have the honour to propose that this letter and your affirmative answer shall constitute an Agreement between the United Nations and the Government of the Republic of Indonesia which shall enter into force on the date of your

reply and shall remain in force for the duration of the Workshop and for such additional period as is necessary for its preparation and winding up.

(Signed) Antoine BLANCA  
Director-General, Office of  
the United Nations at Geneva

## II

### LETTER FROM THE AMBASSADOR OF THE REPUBLIC OF INDONESIA TO THE UNITED NATIONS AND OTHER INTERNATIONAL ORGANIZATIONS AT GENEVA

18 January 1993

I should like to acknowledge receipt of your letter dated 6 January 1993, which was received on 13 January 1993, concerning the text "Arrangements between the United Nations and the Government of the Republic of Indonesia regarding the Asia-Pacific Workshop on Human Rights Issues, to be held at Jakarta from 26 to 28 January 1993", and its annex.

On behalf of the Government of the Republic of Indonesia, I have the honour to inform you of our approval of the provisions for the above-mentioned Arrangement and its annex, which the Government of Indonesia understands to mean the following:

#### *Article 1:*

With the wording of "non-governmental organizations" (NGOs) is meant non-governmental organizations in consultative status with the Economic and Social Council, as well as any other NGOs invited following consultation and approval by both parties to the Arrangement.

#### *Article 5:*

The wording "all persons in performing their functions relating to the Workshop" in paragraphs 5 (c) and 5 (e) is commonly understood to mean Secretariat staff of the United Nations.

#### *Article 5 (d):*

The wording "... , shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Workshop.";

*is to be read as:*

"... , shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the proceedings of the Workshop, and in conformity with the purpose of the Workshop."

(Signed) Soemadi D. M. BRODODININGRAT  
Permanent Representative

- (3) Agreement between the United Nations and the Government of Georgia relating to the establishment of a United Nations Interim Office.<sup>8</sup> Signed at Tbilisi on 27 January 1993

## PREAMBLE

*Whereas* the Government of the Republic of Georgia and the United Nations have expressed their mutual interest that the United Nations establish an interim office in Tbilisi with a view to supporting and supplementing the national efforts in solving the most important problems of economic development and promoting social progress and a better standard of life;

*Whereas* the Government of the Republic of Georgia has agreed to ensure the availability of the necessary facilities to enable the interim office to perform fully and effectively its functions, including its scheduled programmes of work and any related activities, and to fulfil its purposes in cooperation and harmony with the Government and people of Georgia;

*Considering* that the Government of the Republic of Georgia has agreed to apply to the interim office, as an organizational unit of the United Nations, and to its officials the relevant provisions of the Convention on the Privileges and Immunities of the United Nations;<sup>9</sup>

*Desiring* to conclude an agreement with a view to regulating questions arising from the establishment in Tbilisi of the United Nations interim office;

Have, in a spirit of friendly cooperation, agreed as follows:

## Article I

### DEFINITIONS

For the purpose of the present Agreement, the following definitions shall apply:

(a) "Office" means the United Nations interim office, an organizational unit through which the United Nations provides assistance and cooperation in programmes; it may include field sub-offices established in the country by mutual agreement;

(b) "The Government" means the Government of the Republic of Georgia;

(c) "The appropriate authorities" means central, local and other competent authorities under the law of the Republic of Georgia;

(d) "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;

(e) "Parties" means the United Nations and the Government of the Republic of Georgia;

(f) "Head of the office" means the official in charge of the United Nations interim office;

(g) "Officials of the office" means the Head of the interim office and all members of its staff, irrespective of nationality, employed under the Staff Rules and Regulations of the United Nations with the exception of persons who are recruited locally and assigned to hourly rates as provided for in General Assembly resolution 76(I) of 7 December 1946;

(h) "Experts on mission" means individuals, other than interim office officials or persons performing services on behalf of the United Nations, undertaking missions, coming within the scope of articles VI and VII of the Convention;

(i) "Persons performing services on behalf of the United Nations" means individual contractors, other than officials engaged by the interim office, to execute or assist in the carrying out of its programmes or other related activities;

(j) "UNDP" means the United Nations Development Programme;

(k) "UNHCR" means the Office of the United Nations High Commissioner for Refugees established pursuant to United Nations General Assembly resolution 319 (IV) of 3 December 1949;

(l) "UNICEF" means the United Nations Children's Fund established pursuant to United Nations General Assembly resolution 57 (I) of 11 December 1946;

(m) "UNEP" means the United Nations Environment Programme established pursuant to United Nations General Assembly resolution 2997 (XXVII) of 15 December 1977;

(n) "Office premises" means all the premises occupied by the interim office or field sub-offices, including installations and facilities made available to or occupied, maintained or used by the United Nations in the Republic of Georgia and notified as such to the Government;

(o) "Organization" means the United Nations;

(p) "Country" means the Republic of Georgia.

## *Article II*

### PURPOSE AND SCOPE OF ACTIVITIES

The Office shall:

1. Cooperate with the Government in programmes of assistance aimed at promoting economic development and social progress through, *inter alia*, carrying out economic and social studies and research, technical cooperation, the training of personnel and dissemination of information.

2. Coordinate the work in the country of UNDP, UNHCR, UNICEF, UNEP and other organs of the Organization, in accordance with the relevant resolutions, decisions, regulations, rules and policies of the United Nations.

3. Carry out such other activities as may be entrusted to the office by the Secretary-General of the United Nations.

4. If necessary, United Nations organs and programmes may enter into supplemental agreements with the Government concerning their projects of assistance, pursuant to article XVIII below.

## *Article III*

### JURIDICAL PERSONALITY AND LEGAL CAPACITY

The United Nations, acting through the office, shall have the capacity:

(a) To contract;

(b) To acquire and dispose of movable and immovable property;

(c) To institute legal proceedings.

## *Article IV*

### APPLICATION OF THE CONVENTION

The Convention shall be applicable to the office, its property, funds and assets, to its officials and experts on mission in the country.

## *Article V*

### STATUS OF THE OFFICE

1. The United Nations shall establish and maintain an Office in the country for the purpose of discharging its activities in accordance with the present Agreement or any other supplemental agreements referred to in article XVIII below.

2. The United Nations, its property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case it has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

3. (a) The premises of the office shall be inviolable. The property and assets of the Office, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action;

(b) The appropriate authorities shall not enter the office premises to perform any official duties, except with the express consent of the head of the office and under conditions agreed to by him or her.

4. The appropriate authorities shall exercise due diligence to ensure the security and protection of the office, and to ensure that the tranquillity of the office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

5. The archives of the office, and in general all documents belonging to it, whenever located and by whomsoever held, shall be inviolable.

## *Article VI*

### OFFICE FUNDS, ASSETS AND OTHER PROPERTY

1. Without being restricted by financial controls, regulations or moratoriums of any kind, the office:

(a) May hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency;

(b) Shall be free to transfer its funds, gold or currency from one country to another or within any country, to other organizations or agencies of the United Nations system;

(c) Shall be accorded the most favourable, legally available rate of exchange for its financial transactions.

2. The office, its assets, income and other property shall:

(a) Be exempt from all direct taxes, value-added tax, fees, tolls or duties; it is understood, however, that the office will not claim exemption from taxes which are, in fact, no more than charges for public utility services, rendered by the Government or by a corporation under government regulation, at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized;

(b) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the office for its official use. It is understood, however, that articles imported under such exemptions will not be sold in the country into which they were imported except under conditions agreed with the Government;

(c) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

## *Article VII*

### OFFICIALS OF THE OFFICE

#### 1. Officials of the office shall:

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with the office;

(b) Be exempt from taxation on the salaries and emoluments paid to them by the Office;

(c) Be immune from national service obligations.

#### 2. In addition, internationally recruited officials of the office shall:

(a) Be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;

(b) Be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable ranks forming part of diplomatic missions to the Government;

(c) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;

(d) Have the right to import free of duty their furniture, personal effects and all household appliances, at the time of first taking up their post in the host country.

3. The head of the office and other senior officials, as may be agreed between the United Nations and the Government, shall enjoy the same privileges and immunities accorded by the Government to members of diplomatic missions of comparable ranks. For this purpose, the name of the head of the office may be incorporated in the diplomatic list.

4. Internationally recruited officials of the office shall also be entitled to the following facilities:

(a) To import free of custom and excise duties limited quantities of certain articles intended for personal consumption in accordance with existing government regulation;



(b) To import a motor vehicle free of customs and excise duties, including value-added tax, in accordance with existing government regulation applicable to members of diplomatic missions of comparable ranks.

### *Article VIII*

#### EXPERTS ON MISSION

1. Experts on mission shall be granted the privileges, immunities and facilities as specified in article VI, sections 22 and 23, and article VII, section 26, of the Convention.

2. Experts on mission may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.

### *Article IX*

#### PERSONS PERFORMING SERVICES FOR THE OFFICE

1. Persons performing services for the office shall:

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with the office;

(b) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys.

2. For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services for the office may be accorded such other privileges, immunities and facilities as specified in articles 7 and 8 above, as may be agreed upon between the Parties.

### *Article X*

#### LOCALLY RECRUITED PERSONNEL ASSIGNED TO HOURLY RATES

Locally recruited personnel shall be accorded all facilities necessary for the independent exercise of their functions for the United Nations. The terms and conditions of employment for persons recruited locally and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations.

### *Article XI*

#### WAIVER OF PRIVILEGES AND IMMUNITIES

The privileges and immunities accorded under the present Agreement are granted in the interests of the United Nations, and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the right and the duty to waive the immunity of any individual referred to in articles VII, VIII and IX in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations.

## *Article XII*

### ACCESS FACILITIES

1. Internationally recruited officials of the office, experts on mission and persons performing services shall be entitled to:

(a) Prompt clearance and issuance, free of charge, of visas, licences or permits, where required;

(b) Unimpeded access to or from the country, and within the country, to all sites of cooperation activities, to the extent necessary for the implementation of programmes of cooperation.

## *Article XIII*

### GOVERNMENT CONTRIBUTION

1. The Government shall provide the United Nations, as mutually agreed upon and to the extent possible:

(a) Appropriate office premises for the office;

(b) Costs of local telecommunications for official purposes;

(c) Costs of utilities and local services such as equipment, fixtures and maintenance of office premises;

(d) Transportation for experts on mission in the discharge of their official functions in the country.

2. The Government shall also assist the United Nations:

(a) In the location of suitable housing accommodation for internationally recruited officials, experts on mission and persons performing services for the United Nations;

(b) In the installation and supply of utility services, such as water, electricity, sewerage, fire protection services and other services, for the office premises.

## *Article XIV*

### FACILITIES IN RESPECT OF COMMUNICATIONS

1. The United Nations shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any diplomatic mission in matters of establishment and operation, priorities, tariffs, charges on mail and cablegrams and on teleprinter, facsimile, telephone and other communications, as well as rates for information to the press and radio.

2. No official correspondence or other communication of the United Nations shall be subject to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications as may be agreed upon between the Parties. The United Nations shall be entitled to use codes and to dispatch and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.

3. The United Nations shall have the right to operate radio and other telecommunication equipment on United Nations-registered frequencies and those allocated by the Government between its offices, within and outside the country, and in particular with United Nations Headquarters in New York.

### *Article XV*

#### UNITED NATIONS FLAG, EMBLEM AND MARKINGS

The United Nations may display its flag and/or emblem on its office premises, official vehicles and otherwise as agreed to between the Parties. Vehicles, vessels and aircraft of the United Nations shall carry a distinctive United Nations emblem or markings, which shall be notified to the Government.

### *Article XVI*

#### NOTIFICATION

The office shall notify the Ministry of Foreign Affairs of the Republic of Georgia of the names and categories of its officials, experts on mission and persons performing services and locally recruited personnel, and of any change in their status.

### *Article XVII*

#### IDENTIFICATION

1. The Government shall, at the request of the head of the office, issue to each official, expert on mission, person performing services and locally recruited personnel (other than those who are assigned to hourly rates) the appropriate certificates of identity.

2. Upon demand of an authorized official of the Government, persons referred to in paragraph 1 above shall be required to present, but not to surrender, their certificates of identity.

3. The office shall, upon termination of employment or reassignment of its personnel, ensure that all certificates of identity are returned promptly to the Government.

### *Article XVIII*

#### SUPPLEMENTAL AGREEMENTS

1. UNDP, UNICEF, UNHCR, UNEP and other United Nations organs and programmes may conclude with the Government supplemental agreements, which shall constitute an integral part of this Agreement, concerning conditions under which they shall assist the Government in carrying out their respective projects.

2. The United Nations and the Government may enter into any other supplemental agreement as both Parties may deem appropriate.

## *Article XIX*

### CLAIMS AGAINST THE UNITED NATIONS

1. The United Nations cooperation in programmes under the present Agreement, or any other supplemental agreement, is provided for the benefit of the Government and people of the country and, therefore, the Government shall bear all the risks of the operations under the present Agreement.

2. The Government shall, in particular, be responsible for dealing with all claims arising from or directly attributable to the operations under the present Agreement, or any other supplemental agreement, that may be brought by third parties against the United Nations, its officials, experts on mission and persons performing services on behalf of the United Nations and shall, in respect of such claims, indemnify and hold them harmless, except where the Government and the United Nations agree that the particular claim or liability was caused by gross negligence or wilful misconduct.

## *Article XX*

### SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government relating to the interpretation and application of the present Agreement, or any other supplemental agreement, which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

## *Article XXI*

### ENTRY INTO FORCE

This Agreement shall enter into force upon signature by the duly authorized representatives of the United Nations and the Government.

## *Article XXII*

### TERMINATION

The present Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement. The Agreement shall, however, remain in force for such additional period as might be necessary for the orderly cessation of United Nations activities, and the resolution of any dispute between the Parties.

- (4) Exchange of letters constituting an agreement between the United Nations and the Government of Greece concerning the United Nations Workshop on Space Communications for Development, organized in cooperation with the Government of Greece,<sup>10</sup> to be held at Athens from 10 to 12 May 1993. New York, 6 and 28 January 1993

## I

### LETTER FROM THE UNITED NATIONS

6 January 1993

*United Nations Workshop on Space Communications for Development organized in cooperation with the Government of Greece, Athens, 10-12 May 1993*

I wish to take this opportunity to express the gratitude of the United Nations, through you, to your Government for its decision to host the aforementioned Workshop. The Workshop will address the technical and operational issues associated with various international/regional satellite systems and services, for the benefit of Member States of the Mediterranean and adjacent areas, with special emphasis on (i) current and future developments of the technology, (ii) rural communication, (iii) search and rescue missions, (iv) disaster relief, (v) health delivery services and (vi) those areas in which the developing countries can contribute to future communications developments. The Workshop will also address possibilities of regional cooperation and international coordination of satellite communication systems, including the Tracking, Data Relay Satellite Systems (TDRSS) with emphasis on Agenda 21.

I should be grateful to receive your Government's acceptance of the following arrangements for the Workshop.

...

#### D. *Convention on the Privileges and Immunities of the United Nations*

I further wish to propose that the following terms shall apply to the Workshop:

1. (a) The Convention on the Privileges and Immunities of the United Nations<sup>11</sup> shall be applicable in respect of the Workshop. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Workshop 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;<sup>12</sup>

(b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Workshop shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Workshop;

(c) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Workshop.

2. All participants and all persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from Greece. Visas and entry permits, where required, shall be granted free of charge and as promptly as possible.

3. It is further understood that your Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) death or injury to persons or damage to or loss of property in the conference or office premises provided for the Workshop; (ii) death or injury to persons or damage to or loss of property occurring during use of the transportation referred to in paragraphs 3(k), (l), (m) and (n) of section C; and (iii) the employment for the Workshop of personnel provided or arranged by your Government; and your Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand, except where it is agreed between the United Nations and the Government that such damage, loss or injury was attributable to wilful misconduct or gross negligence of the United Nations personnel.

4. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to section 30 of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the chairman, by the other two arbitrators. If either party does not appoint an arbitrator, its arbitrator, or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I further propose that upon receipt of your confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of Greece in respect of this Workshop.

(Signed) Vladimir PETROVSKY  
Under-Secretary-General  
for Political Affairs

## II

LETTER FROM THE PERMANENT MISSION OF GREECE TO THE UNITED NATIONS

28 January 1993

I have the honour to refer to your letter dated 6 January 1993 concerning the United Nations Workshop on Space Communications for Development or-

ganized in cooperation with the Government of Greece, Athens, from 10 to 12 May 1993.

Upon instructions from my authorities, I confirm the commitments and obligations contained in your letter, this exchange of letters constituting an Agreement between the United Nations and the Government of Greece in respect of this Workshop.

(Signed) Antonios EXARCHOS  
Ambassador, Permanent Representative

- (5) Exchange of letters constituting an agreement between the United Nations and the Government of Poland concerning arrangements for a Seminar on Low-waste Technology and Environmentally Sound Products of the Economic Commission for Europe,<sup>13</sup> to be held at Warsaw from 24 to 28 May 1993. Geneva, 22 October 1992 and 8 February 1993

# I

## LETTER FROM THE UNITED NATIONS

22 October 1992

I have the honour to give you below the text of arrangements between the United Nations and the Government of Poland (hereinafter referred to as "the Government") in connection with the Seminar on Low-waste Technology and Environmentally Sound Products, of the Economic Commission for Europe, to be held, at the invitation of the Government, at Warsaw from 24 to 28 May 1993.

...

4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to person or damage to property in conference or office premises provided for the Seminar; (ii) the transportation provided by the Government; and (iii) the employment for the Seminar of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations,<sup>14</sup> to which Poland is a party, shall be applicable to the Seminar, in particular:

(a) The participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Seminar shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Seminar shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Seminar;

(c) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Seminar;

(d) All participants and all persons performing functions in connection with the Seminar shall have the right of unimpeded entry into and exit from Poland. Visas and entry permits, where required, shall be granted promptly and free of charge.

6. The rooms, offices and related localities and facilities put at the disposal of the Seminar by the Government shall be the Seminar Area which will constitute United Nations premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

7. The Government shall notify the local authorities of the convening of the Seminar and request appropriate protection.

8. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provision of the Convention on the Privileges and Immunities of the United Nations or of any other agreement applicable to both parties, shall be settled by negotiation or in accordance with any other procedure agreed upon by the parties.

I have the honour to propose that this letter and your affirmative answer shall constitute an Agreement between the United Nations and the Government of Poland which shall enter into force on the date of your reply and shall remain in force for the duration of the Seminar and for such additional period as is necessary for its preparation and winding up.

(Signed) Antoine BLANCA  
Director-General, Office of  
the United Nations at Geneva

## II

### LETTER FROM THE PERMANENT MISSION OF POLAND TO THE UNITED NATIONS OFFICE AT GENEVA

8 February 1993

I am very pleased to confirm the acceptance by the Government of Poland of the arrangements proposed in your letter of 22 October 1992 concerning the Seminar on Low-waste Technology and Environmentally Sound Products, of the Economic Commission for Europe, to be held at Warsaw from 24 to 28 May 1993.

(Signed) Ludwik DEMBINSKI  
Permanent Representative of Poland  
to the Office of the United Nations and  
other International Organizations at Geneva

- (6) Exchange of letters constituting an agreement between the United Nations and the Government of Egypt concerning arrangements regarding the United Nations Institute for Disarmament Research Regional Conference of Research Institutes in the Middle East,<sup>15</sup>



to be held at Cairo from 18 to 20 April 1993. Geneva, 31 March and 8 April 1993

# I

## LETTER FROM THE UNITED NATIONS

31 March 1993

I have the honour to refer to the discussions between officials from the United Nations Institute for Disarmament Research (UNIDIR) and representatives of your Government concerning the UNIDIR Regional Conference of Research Institutes in the Middle East to be held at Cairo from Sunday, 18 April, to Tuesday, 20 April 1993.

With respect to the above-mentioned Conference, please find set out below the text of arrangements between the United Nations and the Government of Egypt (hereinafter referred to as "the Government"):

...

5. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of:

- (i) Injury to person or damage to property in conference or office premises provided for the Conference;
- (ii) The employment for the Conference of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or demand.

6. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations,<sup>16</sup> to which Egypt is a party, shall be applicable to the Conference, in particular:

(a) The participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Conference shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Conference shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Conference;

(c) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Conference;

(d) All participants and all persons performing functions in connection with the Conference shall have the right of unimpeded entry into and exit from Egypt. Visas and entry permits, where required, shall be granted promptly and free of charge.

6. The rooms, offices and related localities and facilities put at the disposal of the Conference shall be the conference area which will constitute United

Nations premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

7. The Government shall notify the local authorities of the convening of the Conference and request appropriate protection.

8. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provision of the Convention on the Privileges and Immunities of the United Nations or of any other agreement applicable to both parties, shall be settled by negotiation or in accordance with any other procedure agreed upon by the parties.

I have the honour to propose that this letter and your affirmative answer shall constitute an Agreement between the United Nations (Institute for Disarmament Research) and the Government of Egypt which shall enter into force on the date of your reply and shall remain in force for the duration of the Conference and for such additional period as is necessary for its preparation and winding up.

(Signed) Vladimir PETROVSKY  
Director-General  
United Nations Office at Geneva

## II

### LETTER FROM THE PERMANENT MISSION OF EGYPT

8 April 1993

I have the honour to acknowledge receipt of your letter dated 31 March 1993 concerning the text of arrangements between the United Nations and the Government of Egypt for the UNIDIR Regional Conference of Research Institutes in the Middle East to be held at Cairo from Sunday 18 April to Tuesday 20 April 1993. The said letter states:

(See Letter I)

I have the honour to inform you that the Government of Egypt agrees to the proposed text of arrangements between the Government of Egypt and the United Nations. This letter together with your aforementioned letter constitute an Agreement between the Government of Egypt and the United Nations and shall enter into force on the date of the present letter and remain in force for the duration of the Conference.

(Signed) Mounir ZAHRA  
Ambassador, Permanent Representative

- (7) Exchange of letters constituting an agreement between the United Nations and the Government of Poland concerning arrangements regarding the Meeting of Experts for the Establishment of the Regional Environmental Management Centre for the Chemical Industry of the Economic Commission for Europe,<sup>17</sup> to be held at Warsaw on 15 and 16 April 1993. Geneva, 26 March and 14 April 1993

## LETTER FROM THE UNITED NATIONS

26 March 1993

I have the honour to give you below the text of arrangements between the United Nations and the Government of Poland (hereinafter referred to as "the Government") in connection with the Meeting of Experts for the Establishment of the Regional Environmental Management Centre for the Chemical Industry, of the Economic Commission for Europe, to be held, at the invitation of the Government, in Warsaw, on 15 and 16 April 1993.

...

4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to person or damage to property in conference or office premises provided for the Meeting; (ii) the transportation provided by the Government; and (iii) the employment for the Meeting of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or demand.

5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations,<sup>18</sup> to which Poland is a party, shall be applicable to the Meeting, in particular:

(a) The participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Meeting shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting;

(c) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Meeting;

(d) All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from Poland. Visas and entry permits, where required, shall be granted promptly and free of charge.

6. The rooms, offices and related localities and facilities put at the disposal of the Meeting by the Government shall be the Meeting Area which will constitute United Nations Premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

7. The Government shall notify the local authorities of the convening of the Meeting and request appropriate protection.

8. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provision of the Convention on the Privileges and Immunities of the United Nations or of any

other agreement applicable to both parties, shall be settled by negotiation or in accordance with any other procedure agreed upon by the parties.

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of Poland which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and winding up.

(Signed) Vladimir PETROVSKY  
Director-General  
United Nations Office at Geneva

## II

### LETTER FROM THE PERMANENT MISSION OF POLAND TO THE UNITED NATIONS OFFICE AT GENEVA

14 April 1993

I am very pleased to confirm the general acceptance by the Government of Poland of the arrangements proposed in your letter of 26 March 1993 concerning the Meeting of Experts for the Establishment of the Regional Environmental Management Centre for the Chemical Industry of the Economic Commission for Europe, to be held in Warsaw on 15 and 16 April 1993.

As to article [4] of the text of the arrangements, the Polish side would like to suggest its reformulation by pointing out that the Polish authorities will do their utmost to guarantee the security of the participants within the Conference Area.

(Signed) Ludwik DEMBINSKI  
Ambassador, Permanent Representative

- (8) Exchange of letters constituting an agreement between the United Nations and the Government of Australia concerning arrangements for the Meeting of Representatives of National Institutions and Organizations Promoting Tolerance and Harmony and Combating Racism and Racial Discrimination,<sup>19</sup> to be held at Sydney from 19 to 23 April 1993. Geneva, 24 March and 15 April 1993

## I

### LETTER FROM THE UNITED NATIONS

24 March 1993

I have the honour to refer to correspondence between the United Nations Assistant Secretary-General for Human Rights (14 October 1992) and the Federal Human Rights Commission of Australia (3 September and 8 October 1992), as well as to the discussions held in that connection regarding the Meeting of Representatives of National Institutions and Organizations Promoting Tolerance and Harmony and Combating Racism and Racial Discrimination in different countries to be organized by the Centre for Human Rights in accordance with

Economic and Social Council resolution 1991/2 of 29 May 1991. This Meeting will be held at Sydney in cooperation with the Human Rights and Equal Opportunities Commission of Australia, through the Ministry of Foreign Affairs.

With respect to the above-mentioned Meeting, please find hereunder the text of the arrangements between the United Nations and the Government of Australia, hereinafter referred to as "the Government":

...

5. The Government shall be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to person or damage to property in conference or office premises provided for the Meeting; (ii) the transportation provided by the Government; and (iii) the employment for the Meeting of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

6. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations,<sup>20</sup> to which Australia is a party, shall be applicable to the Meeting, in particular:

(a) Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(b) The experts invited, in accordance with paragraph 3 above, shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention;

(c) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants, experts and persons performing functions in connection with the Meeting shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting;

(d) Participants, experts, observers and personnel invited by the United Nations and those provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any action performed by them in their official capacity in connection with the Meeting;

(e) All participants, experts and persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from Australia. Visas and entry permits, where required, shall be granted promptly and free of charge.

7. The rooms, offices and related localities and facilities put at the disposal of the Meeting by the Government shall be the conference area which shall constitute United Nations premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

8. The Government shall notify the local authorities of the convening of the Meeting and request appropriate protection.

9. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provision of the Convention on the Privileges and Immunities of the United Nations or any other agreement applicable to both parties, shall be settled by negotiation or in accordance with any other procedure agreed upon by the parties.

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of Australia which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparations and winding up.

(Signed) Vladimir PETROVSKY  
Director-General  
United Nations Office at Geneva

## II

### LETTER FROM THE AUSTRALIAN PERMANENT MISSION TO THE UNITED NATIONS OFFICE AT GENEVA

15 April 1993

I refer to your letter of 24 March 1993 addressed to Ambassador Wensley and setting out arrangements between the United Nations and the Government of Australia regarding the Meeting of Representatives of National Institutions and Organizations Promoting Tolerance and Harmony and Combating Racism and Racial Discrimination, to be held at Sydney from 19 to 23 April 1993.

I have the honour to confirm that these arrangements are acceptable to the Australian Government and to the Australian Human Rights and Equal Opportunity Commission.

(Signed) Colin WILLIS  
Acting Permanent Representative

- (9) Exchange of letters constituting an agreement between the United Nations and the Government of Sweden concerning arrangements for the Third United Nations Training Course in Remote Sensing Education for Educators,<sup>21</sup> to be held at Stockholm and Kiruna from 3 May to 4 June 1994. New York, 2 February and 26 April 1993

## I

### LETTER FROM THE UNITED NATIONS

2 February 1993

I have the honour to refer to General Assembly resolution 47/67 of 14 December 1992, in particular to its paragraphs 14 and 15, by which the Assembly emphasized the urgency and importance of fully implementing the recommendations of the Second United Nations Conference on the Exploration and Peaceful Uses of Outer Space (UNISPACE 82) as early as possible, and reaffirms its approval of the recommendation of the Conference regarding the establishment and strengthening of regional mechanisms of cooperation and their promotion and creation through the United Nations system.

In response to resolution 47/67 and in accordance with UNISPACE 82 recommendations, the United Nations Office for Outer Space Affairs has in-

cluded, as an activity of its Space Applications Programme, the organization of a training course on remote sensing education for educators in its programme of work for 1993.

The United Nations has received with appreciation the offer from Your Excellency's Government that the Third United Nations Training Course on Remote Sensing Education for Educators be organized in cooperation with the Government of Sweden and the Swedish Agency for International Technical and Economic Cooperation, for the benefit of developing countries. As Your Excellency is aware, this course will be hosted by Stockholm University and SSC Satellitbild Actiebolag at Stockholm and Kiruna from 3 May to 4 June 1993. The number of representatives of the educational community of developing countries who will participate in the training course is expected to be about 25.

In accordance with the understanding expressed in the exchange of letters between the Office of Legal Affairs of the United Nations and the Permanent Mission of Sweden to the United Nations dated 27 November 1987 regarding the arrangements for the United Nations meetings, seminars or workshops to be conducted in Sweden, I wish to propose that the following terms shall apply to the Training Course:

- (a) (i) The Convention on the Privileges and Immunities of the United Nations of 13 February 1946,<sup>22</sup> and the Convention on the Privileges and Immunities of Specialized Agencies of 21 November 1947<sup>23</sup> shall be applicable in respect of the Training Course;
- (ii) Without prejudice to the provision of the Conventions on the Privileges and Immunities of the United Nations and of Specialized Agencies, all participants and persons performing functions in connection with the Training Course shall enjoy such facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Training Course;
- (iii) Personnel provided by the Government of Sweden and locally employed personnel pursuant to this Agreement shall enjoy immunity from legal process in respect of words, spoken or written, and any act performed by them in their official capacity in connection with the Training Course.

(b) All participants and all persons performing functions in connection with the Training Course shall have the right of unimpeded entry into and exit from Sweden. Visas and entry permits, where required, shall be granted free of charge and as promptly as possible.

(c) It is further understood that the Government of Sweden will be responsible for dealing with any claim against the United Nations arising out of:

- (i) injury to persons or damage to property in conference or office premises provided for the Training Course;
- (ii) the transportation provided by the Government;
- (iii) the employment for the Training Course of personnel provided or arranged by the Government, and the Government shall hold the United Nations and its personnel harmless in respect of any such claim, resulting from the performance of the services under this Agreement, except where it is agreed by the Secretary-General of the United Nations and your Government that such claims arise from gross negligence or wilful misconduct of such persons.

(d) Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not within three months of the appointment of nomination of the second one of them appoint the Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I further propose that upon receipt of your Government's acceptance of this proposal the present letter and the letter in reply from your Government shall constitute an agreement between the Government of Sweden and the United Nations concerning the arrangements for the Training Course.

(Signed) Vladimir PETROVSKY  
Under-Secretary-General  
Department of Political Affairs

## II

### LETTER FROM THE PERMANENT MISSION OF SWEDEN TO THE UNITED NATIONS

26 April 1993

I have the honour to refer to the letter of 2 February 1993 from Mr. Vladimir Petrovsky regarding the terms for the Third United Nations Training Course in Remote Sensing Education for Educators in Sweden from 3 May to 4 June 1993.

I have the honour to inform you that the Swedish Government agrees with the contents of the aforementioned letter and will consider that the letter and this reply constitute an Agreement between the United Nations and the Government of Sweden on this subject, and that this Agreement enters into force as of today.

(Signed) Peter OSVALD  
Ambassador, Permanent Representative

- (10) Exchange of letters constituting an agreement between the United Nations and the Government of Finland regarding the Food and Agriculture Organization of the United Nations/United Nations Economic Commission for Europe Meeting of Experts on Glo-



I

LETTER FROM THE UNITED NATIONS

30 April 1993

I have the honour to give you below the text of arrangements between the United Nations and the Government of Finland (hereinafter referred to as "the Government") in connection with the FAO/ECE Meeting of Experts on Global Forest Resource Assessment, organized jointly by the Economic Commission for Europe and the Food and Agriculture Organization of the United Nations, to be held, at the invitation of the Government, at Kotka from 3 to 7 May 1993.

...

4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to person or damage to property in conference or office premises provided for the Meeting; (ii) the transportation provided by the Government; and (iii) the employment for the Meeting of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or demand, except if it is agreed by the parties that such injury or damage was caused by gross negligence or wilful misconduct by United Nations personnel.

5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations,<sup>25</sup> to which Finland is a party, shall be applicable to the Meeting, in particular:

(a) The participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Meeting shall be accorded the privileges and immunities provided under articles VII and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies;<sup>26</sup>

(b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Meeting shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting;

(c) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Meeting;

(d) All participants and all persons performing functions in connection with the meeting shall have the right of unimpeded entry into and exit from Finland. Visas and entry permits, where required, shall be granted promptly and free of charge.

6. The Government shall notify the local authorities of the convening of the Meeting and request appropriate protection.

7. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provision of the Convention on the Privileges and Immunities of the United Nations or of any other agreement applicable to both parties, shall be settled by negotiation or in accordance with any other procedure agreed upon by the parties.

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of Finland which shall enter into force on the date of your reply and shall remain in force until 31 December 1993.

(Signed) Vladimir PETROVSKY  
Director-General of the  
United Nations Office at Geneva

## II

### LETTER FROM THE PERMANENT MISSION OF FINLAND TO THE OFFICE OF THE UNITED NATIONS AND OTHER INTERNATIONAL ORGANIZATIONS AT GENEVA

1 May 1993

I have the honour to reply to your letter of 30 April 1993 concerning arrangements between the United Nations and the Government of Finland regarding the FAO/ECE Meeting of Experts on Global Forest Resource Assessment, organized jointly by the Economic Commission for Europe and the Food and Agriculture Organization of the United Nations, to be held at Kotka from 3 to 7 May 1993.

I would like to convey that the competent Finnish authorities agree to the text of arrangements between the United Nations and the Government of Finland as contained in the above-mentioned letter.

(Signed) Risto VELTHEIM  
Chargé d'affaires a.i.

- (11) Exchange of letters constituting an agreement between the United Nations and the Government of Finland concerning arrangements regarding the Symposium on New Coal Utilization Technologies and the Meeting of Experts on Clean Coal Technologies, of the Economic Commission for Europe,<sup>27</sup> to be held at Helsinki from 10 to 13 May 1993, and on 13 May 1993, respectively. Geneva, 30 April and 1 May 1993

## I

### LETTER FROM THE UNITED NATIONS

30 April 1993

I have the honour to give you below the text of arrangements between the United Nations and the Government of Finland (hereinafter referred to as "the

Government") in connection with the Symposium on New Coal Utilization Technologies and the Meeting of Experts on Clean Coal Technologies, of the Economic Commission for Europe, to be held, at the invitation of the Government, at Helsinki from 10 to 13 May 1993, and on 13 May 1993, respectively.

...

4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to person or damage to property in conference or office premises provided for the Symposium and Meeting; (ii) the transportation provided by the Government; and (iii) the employment for the Symposium and Meeting of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or demand, except if it is agreed by the parties that such injury or damage was caused by gross negligence or wilful misconduct by United Nations personnel.

5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations,<sup>28</sup> to which Finland is a party, shall be applicable to the Symposium and Meeting, in particular:

(a) The participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Symposium and Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Symposium and Meeting shall be accorded the privileges and immunities provided under articles VII and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies;<sup>29</sup>

(b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Symposium and Meeting shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Symposium and Meeting;

(c) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Symposium and Meeting;

(d) All participants and all persons performing functions in connection with the Symposium and Meeting shall have the right of unimpeded entry into and exit from Finland. Visas and entry permits, where required, shall be granted promptly and free of charge.

6. The Government shall notify the local authorities of the convening of the Symposium and Meeting and request appropriate protection.

7. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provision of the Convention on the Privileges and Immunities of the United Nations or of any other agreement applicable to both parties, shall be settled by negotiation or in accordance with any other procedure agreed upon by the parties.

*I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government*

of Finland which shall enter into force on the date of your reply and shall remain in force until 31 December 1993.

(Signed) Vladimir PETROVSKY  
Director-General, Office of the  
United Nations at Geneva

## II

### LETTER FROM THE PERMANENT MISSION OF FINLAND TO THE OFFICE OF THE UNITED NATIONS AND OTHER INTERNATIONAL ORGANIZATIONS AT GENEVA

1 May 1993

I have the honour to reply to your letter of 30 April 1993 concerning Arrangements between the United Nations and the Government of Finland regarding the Symposium on New Coal Utilization Technologies and the Meeting of Experts on Clean Coal Technologies, of the Economic Commission for Europe, to be held in Helsinki, from 10 to 13 May 1993, and on 13 May 1993, respectively.

I would like to convey that the competent Finnish authorities agree to the text of arrangements between the United Nations and the Government of Finland as contained in the above-mentioned letter.

(Signed) Risto VELTHEIM  
Chargé d'affaires a.i.

- (12) Exchange of letters constituting a Memorandum of Understanding between the United Nations and the Government of Indonesia concerning the arrangements made for the United Nations Regional Conference on Space Science and Technology for Sustainable Development,<sup>30</sup> to be held at Bandung from 17 to 21 May 1993. New York, 22 April and 10 May 1993

## I

### LETTER FROM THE UNITED NATIONS

22 April 1993

I wish to take this opportunity to express the gratitude of the United Nations, through you, to your Government for its decision to host the aforementioned Conference. The Conference will address the current status and projected directions of space-related research and application activities in the ESCAP Member States with special emphasis on regional cooperation in the fields of (i) environment and climate observations; (ii) remote sensing; (iii) space communications; (iv) space science and technology; (v) future developments, cooperation and commercialization of space; and (vi) education. The Conference will also address needed cooperation in the development of skill and knowledge between developed and the developing countries.

In accordance with established practice, the provision of host facilities by the Indonesian space-related agencies on behalf of the Government for the above-

referenced Conference is detailed in section C below, titled "The Government of Indonesia". On behalf of the United Nations, I should be grateful to receive your Government's acceptance of the following arrangements regarding the services to be provided for the Conference.

...

#### **D. *Convention on the Privileges and Immunities of the United Nations***

I further wish to propose that the following terms shall apply to the Conference:

1. (a) The Convention on the Privileges and Immunities of the United Nations<sup>31</sup> shall be applicable in respect of the Conference. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Conference shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Conference 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;<sup>32</sup>

(b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Conference shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Conference;

(c) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Conference.

2. All participants and all persons performing functions in connection with the Conference shall have the right of unimpeded entry into and exit from Indonesia. Visas and entry permits, where required, shall be granted free of charge and as promptly as possible.

3. It is further understood that your Government will be responsible for dealing with any actions, claims or other demands against the United Nations and its personnel arising out of (i) injury to person or damage to property in conference or office premises provided for the Conference; (ii) the transportation provided by your Government; and (iii) the employment for the Conference of personnel provided or arranged for by your Government; and that your Government shall hold the United Nations and its personnel harmless in respect of any such actions, claims or other demands.

4. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the chairman, by the other two arbitrators. If either party does

not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I further propose that upon receipt of your confirmation in writing of the above, this exchange of letters shall constitute a Memorandum of Understanding between the United Nations and the Government of Indonesia in respect of this Conference.

(Signed) Marrack GOULDING  
Under-Secretary-General  
for Political Affairs

## II

### LETTER FROM THE PERMANENT MISSION OF INDONESIA TO THE UNITED NATIONS

10 May 1993

I have the honour to acknowledge receipt of your letter dated 22 April 1993 concerning the arrangements made for the United Nations/Indonesia Regional Conference on Space Science and Technology for Sustainable Development, to be held at Bandung from 17 to 21 May 1993.

In this connection, I am pleased to inform you that this exchange of letters will constitute a Memorandum of Understanding between the United Nations and the Government of Indonesia in respect of the above-mentioned Conference.

(Signed) Witjaksana SOEGARDA  
Chargé d'affaires a.i.  
Ambassador/Deputy Permanent Representative

- (13) Agreement between the United Nations and the Government of Mozambique on the Status of the United Nations Operation in Mozambique.<sup>33</sup> Signed at New York on 14 May 1993

## I. DEFINITIONS

1. For the purpose of the present Agreement the following definitions shall apply:

(a) "ONUMOZ" means the United Nations Operation in Mozambique established pursuant to Security Council resolution 797 (1992) of 16 December 1992, in line with the General Peace Agreement for Mozambique, with the terms of reference as described in the report of the Secretary-General of 3 De-

cember 1992 (S/24892) which has been approved by the Security Council in the above-mentioned resolution 797 (1992). ONUMOZ shall consist of:

- (i) The "Special Representative" appointed by the Secretary-General. The "Special Representative" shall also mean the interim Special Representative before the former is appointed by the Secretary-General. Any reference to the Special Representative in this Agreement shall, except in paragraph 23, include any member of ONUMOZ to whom he delegates a specified function or authority;
- (ii) A "civilian component" consisting of United Nations officials and of other persons assigned by the Secretary-General to assist the Special Representative or made available by participating States to serve as part of ONUMOZ;
- (iii) A "military component" consisting of military and special civilian personnel made available by participating States to serve as part of ONUMOZ;

(b) A "member of ONUMOZ" means any member of the civilian or military component;

(c) "Participating State" means a State contributing personnel to any of the above-mentioned components of ONUMOZ;

(d) "The Government" means the Government of the Republic of Mozambique;

(e) The "Convention" means the Convention on the Privileges and Immunities of the United Nations<sup>34</sup> adopted by the General Assembly of the United Nations on 13 February 1946.

## II. APPLICATION OF THE PRESENT AGREEMENT

2. Unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the Government of Mozambique or any privilege, immunity, facility or concession granted to ONUMOZ or any member thereof apply throughout Mozambique.

## III. APPLICATION OF THE CONVENTION

3. The Convention on the Privileges and Immunities of the United Nations of 13 February 1946 shall apply to ONUMOZ subject to the provisions specified in the present Agreement.

4. Article II of the Convention, which applies to ONUMOZ, shall also apply to the property, funds and assets of participating States used in connection with ONUMOZ.

## IV. STATUS OF ONUMOZ

5. ONUMOZ and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present arrangements and the General Peace Agreement. ONUMOZ and its members shall respect all local laws and regulations. The Special Representative shall take all appropriate measures to ensure the observance of those obligations.

6. The Government undertakes to respect the exclusively international nature of ONUMOZ.

#### *United Nations flag and vehicle markings*

7. The Government recognizes the right of ONUMOZ to display within Mozambique the United Nations flag on its headquarters, camps or other premises, vehicles, vessels and otherwise as decided by the Special Representative. Other flags or pennants may be displayed only in exceptional cases in accordance with conditions prescribed by the Special Representative in consultation with the Government of Mozambique.

8. Vehicles, vessels and aircraft of ONUMOZ shall normally be painted in white and carry a distinctive United Nations identification, which shall be notified to the Government.

#### *Communications*

9. ONUMOZ shall enjoy in the territory of Mozambique, for its official communications, treatment not less favourable than that accorded by the Government to any other Government including its diplomatic mission in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications; and press rates for information to the press and radio. No censorship shall be applied to the official correspondence and other official communications of the United Nations. ONUMOZ shall have the right to use codes and to despatch and receive its correspondence by courier or in bags which shall have the same immunities and privileges as diplomatic couriers and bags.

10. Subject to the provisions of paragraph 9:

(a) ONUMOZ shall have the right to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory of Mozambique with each other and with United Nations offices at Headquarters and in other countries and to exchange freely traffic with the United Nations global telecommunications network in consultation and in accordance with arrangements made with the Government. The telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations, and the frequencies on which any such station may be operated shall be decided upon in cooperation with the Government and shall be communicated by the United Nations to the International Frequency Registration Board with a notification to the Government;

(b) ONUMOZ shall enjoy, within the territory of Mozambique, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile or any other means and to establish the necessary facilities for maintaining such communications within and between premises of ONUMOZ, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations in consultation and in accordance with arrangements made with the Government. For each separate network, the United Nations shall notify to the Government the following information: the name of the person in charge of the network; technical specification of the equipment; brand and serial number of the equipment; and map showing the sites where the stations are located. The



frequencies on which the radio will operate shall be decided upon in cooperation with the Government. It is understood that all the connections of the above-mentioned systems with the local system of telegraphs, telex and telephones may be made only after approval by the Government, it being further understood that the use of the local system of telegraphs, telex and telephones will be charged at the most favourable prevailing rates in the country. All satellite connections through Intelsat and Inmarsat systems shall be in accordance with the procedures required by Intelsat and Inmarsat;

(c) ONUMOZ may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of ONUMOZ. The mail bags will bear identification tags labelled "United Nations" with an identification of its diplomatic character. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of ONUMOZ or its members. In the event that postal arrangements applying to private mail of members of ONUMOZ are extended to transfer of currency or the transport of packages and parcels, the conditions under which such operations are conducted shall be agreed with the Government.

### *Travel and transport*

11. ONUMOZ and its members shall enjoy, together with its vehicles, vessels, aircraft and equipment, unrestricted freedom of movement throughout Mozambique. To this end, in addition to the military facilities which the Government may consent to make available to it, ONUMOZ shall normally utilize the aerodromes and public airfields commonly used in public air transport. That freedom shall, with respect to large movements of personnel, stores or vehicles through airports or on railways or roads used for general traffic within Mozambique, be coordinated with the Government. Such movements shall be coordinated in a timely manner with the competent Government authorities. ONUMOZ shall take measures to ensure that such movements shall as far as possible minimize the disruption of the normal operations of such facilities. The Government undertakes to supply ONUMOZ, where necessary, with maps and other information, including locations of minefields and other dangers and impediments, which may be useful in facilitating its movements.

12. Vehicles, including all military vehicles, vessels and aircraft of ONUMOZ shall not be subject to registration or licensing by the Government provided that all such vehicles shall carry the third party insurance required by relevant legislation. ONUMOZ vehicles shall bear United Nations licence plates. For all aircraft, ships and vehicles there shall be no restrictions based on nationality or type of registration. Without prejudice to the status of ONUMOZ, its members and property, ONUMOZ shall communicate to the Government data related to particulars of its vehicles, aircraft, vessels and their crews. In carrying out its mission, ONUMOZ shall be entitled to engage any local or foreign air operator and use any aircraft including foreign registered aircraft for its operations. In this context and without prejudice in any way whatsoever to the unrestricted freedom of movement provided for in paragraph 11 of the present Agreement, entry and operation of the aircraft shall, as far as is consistent with such freedom of movement, be in accordance with the Convention on International Civil Aviation, signed at Chicago on 7 December 1944, and its annexes.

13. ONUMOS, and those ships and aircraft contracted specifically for the carriage of United Nations personnel, vehicles, equipment, stores, fuel and cargo may use roads, bridges, canals and other waters, port facilities and airfields without the payment of dues, tolls, navigation fees, landing fees, parking fees, wharfage charges or any other charges. However, ONUMOS will not claim exemption from charges which are in fact charges for services rendered.

#### *Privileges and immunities of ONUMOS*

14. ONUMOS, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations as provided for in the present Agreement. The provision of article II of the Convention which applies to ONUMOS shall also apply to the property, funds and assets of participating States used in Mozambique in connection with the national contingents serving in ONUMOS, as provided for in paragraph 4 of the present Agreement. The Government recognizes the right of ONUMOS in particular:

(a) To import free of all custom duties, excises, taxes, clearance fees, levies including any fees based on a percentage of the FOB value of cargo, and any other charges or restrictions imposed by the Government on all types of vehicles, equipment, provisions, supplies and other goods, including all types of fuels, which are for the exclusive and official use of ONUMOS or for resale in the commissaries provided for hereinafter;

(b) To establish, maintain and operate commissaries at its headquarters, camps and posts for the benefit of the members of ONUMOS, but not of locally recruited personnel. Such commissaries may provide goods of a consumable nature and other articles to be specified in advance. The Special Representative shall take all necessary measures to prevent abuse of such commissaries and the sale or resale of such goods to persons other than members of ONUMOS, and he shall give sympathetic consideration to observations or requests of the Government concerning the operation of the commissaries;

(c) To clear ex customs and excise warehouse, free of all custom duties, excises, taxes, clearance fees, levies, including any fees based on a percentage of the FOB value of cargo, and any other charges or restrictions imposed by the Government on all types of vehicles, equipment, provisions, supplies and other goods, including all types of fuels, which are for the exclusive and official use of ONUMOS or for resale in the commissaries provided for above;

(d) To re-export or otherwise dispose of such equipment, as far as it is still usable, all unconsumed provisions, supplies and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of Mozambique or to an entity nominated by them. To the end that such importation, clearances, transfer or exportation may be effected with the least possible delay, a mutually satisfactory procedure, including documentation, shall be agreed between ONUMOS and the Government at the earliest possible date.

## V. FACILITIES FOR ONUMOZ

### *Premises required for conducting the operational and administrative activities of ONUMOZ and for accommodating members of ONUMOZ*

15. The Government shall, where possible, provide facility without cost to ONUMOZ and in agreement with the Special Representative such areas for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of ONUMOZ and for the accommodation of the members of ONUMOZ. Without prejudice to the fact that all such premises remain Mozambican territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations. Where United Nations troops are co-located with military, police or paramilitary personnel of Mozambique, a permanent, direct and immediate access by ONUMOZ to those premises shall be guaranteed. ONUMOZ shall not make any alterations, constructions or demolitions of infrastructures ceded by the Government without prior approval by the latter.

16. The Government undertakes to assist ONUMOZ as far as possible in obtaining and making available, where applicable, water, electricity and other facilities free of charge, or, where this is not possible, at the most favourable prevailing rate in the country, and in the case of interruption or threatened interruption of service, to give as far as is within its powers the same priority to the needs of ONUMOZ as to essential government services. Where such utilities or facilities are not provided free of charge, payment shall be made by ONUMOZ on terms to be agreed with the Government. ONUMOZ shall be responsible for the maintenance and upkeep of facilities so provided.

17. ONUMOZ shall have the right, where necessary, to generate, within its premises, electricity and to transmit and distribute such electricity for its use.

18. The United Nations alone may consent to the entry of any government officials or of any other person not member of ONUMOZ to such premises.

### *Provisions, supplies and services, and sanitary arrangements*

19. The Government undertakes to assist ONUMOZ as far as possible in obtaining equipment, provisions, supplies and other goods and services from local sources required for its subsistence and operations. In making purchases on the local market, ONUMOZ shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy. The Government shall exempt ONUMOZ from general sales taxes in respect of all official local purchases.

20. ONUMOZ and the Government shall cooperate with respect to sanitary services and shall extend to each other the fullest cooperation in matters concerning health, particularly with respect to the control of communicable diseases, in accordance with international conventions.

### *Recruitment of local personnel*

21. ONUMOZ may recruit locally such personnel as it requires. Upon the request of the Special Representative, the Government undertakes to facilitate the recruitment of qualified local staff by ONUMOZ and to accelerate the process of such recruitment.

## *Currency*

22. The Government undertakes to make available to ONUMOZ, against reimbursement in mutually acceptable freely convertible currency, Metical currency required for the use of ONUMOZ, including the pay of its members, at the official rate of exchange most favourable to ONUMOZ.

## VI. STATUS OF THE MEMBERS OF ONUMOZ

### *Privileges and immunities*

23. The Special Representative, the Force Commander of the military component of ONUMOZ and such high-ranking members of the Special Representative staff as may be agreed upon with the Government shall have the status specified in sections 19 and 27 of the Convention, provided that the privileges and immunities therein referred to shall be those accorded to diplomatic envoys by international law.

24. Other United Nations officials including United Nations Volunteers assigned to the civilian component to serve with ONUMOZ remain officials of the United Nations entitled to the privileges and immunities of articles V and VII of the Convention.

25. Military observers and civilian personnel other than United Nations officials whose names are for the purpose notified to the Government by the Special Representative shall be considered as experts on mission within the meaning of article VI of the Convention.

26. Military personnel of national contingents assigned to the military component of ONUMOZ shall have the privileges and immunities specifically provided for in the present Agreement.

27. Unless otherwise specified in the present Agreement, locally recruited members of ONUMOZ shall enjoy the immunities concerning official acts and exemption from taxation and national service obligations provided for in sections 18 (a), (b) and (c) of the Convention.

28. Members of ONUMOZ shall be exempt from taxation on the pay and emoluments received from the United Nations or from a participating State and any income received from outside Mozambique. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

29. Members of ONUMOZ shall have the right to import free of duty their personal effects in connection with their arrival in Mozambique. They shall be subject to the laws and regulations of Mozambique governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Mozambique with ONUMOZ. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of ONUMOZ, including the military component, upon prior written notification. On departure from Mozambique, members of ONUMOZ may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Special Representative certifies were received in pay and emoluments from the United Nations or from a participating State and are a reasonable residue thereof. Special arrangements shall be made for the implementation of the present provisions in the interests of the Government and the members of ONUMOZ.

30. The Special Representative shall cooperate with the Government and shall render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of Mozambique by the members of ONUMOZ, in accordance with the present Agreement.

#### *Entry, residence and departure*

31. The Special Representative and members of ONUMOZ shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from Mozambique.

32. The Government undertakes to facilitate the entry into and departure from Mozambique of the Special Representative and members of ONUMOZ and shall be kept informed of such movement. For that purpose, the Special Representative and members of ONUMOZ shall be exempt from passport and visa regulations and immigration restrictions on entering into or departing from Mozambique. They shall also be exempt from any regulations governing the residence of aliens in Mozambique, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in Mozambique.

33. For the purpose of such entry or departure, members of ONUMOZ shall only be required to have: (a) an individual or collective movement order issued by or under the authority of the Special Representatives or any appropriate authority of a participating State; and (b) a personal identity card issued in accordance with paragraph 34 of the present Agreement, except in the case of first entry, when the personal identity card issued by the appropriate authorities of a participating State shall be accepted in lieu of the said identity card.

#### *Identification*

34. The Special Representative shall issue to each member of ONUMOZ before or as soon as possible after such member's first entry into Mozambique, as well as to all locally recruited personnel, a numbered identity card in English and Portuguese, which shall show full name, date of birth, title or rank, service (if appropriate) and photograph. Except as provided for in paragraph 33 of the present Agreement, such identity card shall be the only document required of a member of ONUMOZ.

35. Members of ONUMOZ as well as locally recruited personnel shall be required to present, but not to surrender, their ONUMOZ identity cards upon demand of an appropriate official of the Government.

#### *Uniform and arms*

36. Members of ONUMOZ such as but not limited to military members shall wear, while performing official duties, the national designated uniform of their respective States with standard United Nations accoutrements. United Nations Security Officers and Field Service Officers may wear the United Nations uniform. The wearing of civilian dress by the above-mentioned members of ONUMOZ may be authorized by the Special Representative at other times. Military and special categories of civilian members of ONUMOZ and United Nations Security Officers designated by the Special Representative may possess and carry arms while on duty in accordance with their orders.

## *Permits and licences*

37. The Government agrees to accept as valid, without tax or fee, a permit or licence issued by the Special Representative for the operation by any member of ONUMOZ, including locally recruited personnel, of any ONUMOZ transport or communication equipment and for the practice of any profession or occupation in connection with the functioning of ONUMOZ, provided that no licence to drive a vehicle or pilot an aircraft shall be issued to any person who is not already in possession of an appropriate and valid licence. Without prejudice to the status of ONUMOZ, its members and property a list of all permits or licences issued by the Special Representative shall be notified to the Government. Members of ONUMOZ intending to drive vehicles other than ONUMOZ vehicles in Mozambique for private purpose shall obtain a national driving licence provided that they are in possession of a valid driving licence.

38. Without prejudice to the provisions of paragraph 36, the Government further agrees to accept as valid, without tax or fee, a permit or licence issued by the Special Representative to a member of ONUMOZ for the carrying or use of firearms or ammunition in connection with the functioning of ONUMOZ.

## *Military police, arrest and transfer of custody, and mutual assistance*

39. The Special Representative shall take all appropriate measures to ensure the maintenance of discipline and good order among members of ONUMOZ, as well as locally recruited personnel. To this end, personnel designated by the Special Representative shall police the premises of ONUMOZ and such areas where its members are deployed. Elsewhere such personnel shall be employed only subject to arrangements with the Government and in liaison with it in so far as such employment is necessary to maintain discipline and order among members of ONUMOZ.

40. The military police of ONUMOZ shall have the power of arrest over the military members of ONUMOZ. Military personnel placed under arrest outside their own contingent areas shall be transferred to their contingent Commander or Force Commander for appropriate disciplinary action. The personnel mentioned in paragraph 39 above may take into custody any other person on the premises of ONUMOZ. Such other person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with any offence or disturbance on such premises.

41. Subject to the provisions of paragraphs 23 and 25, officials of the Government may take into custody any member of ONUMOZ:

(a) When so requested by the Special Representative; or

(b) When such a member of ONUMOZ is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any weapons or other item seized, to the nearest appropriate representative of ONUMOZ, whereafter the provisions of paragraph 46 shall apply *mutatis mutandis*.

42. When a person is taken into custody under paragraph 40 or paragraph 41 (b), ONUMOZ or the Government, as the case may be, may make a preliminary interrogation but may not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

43. ONUMOZ and the Government shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return within the terms specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 40 to 42.

44. The Government shall ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to ONUMOZ or its members which, if committed in relation to the forces of the Government, would have rendered such acts to liable prosecution.

### *Jurisdiction*

45. All members of ONUMOZ including locally recruited personnel shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue even after they cease to be members of or employed by ONUMOZ and after the expiration of the other provisions of the present Agreement.

46. Should the Government consider that any member of ONUMOZ has committed a criminal offence, it shall promptly inform the Special Representative and present to him any evidence available to it. Subject to the provisions of paragraph 23:

(a) If the accused person is a member of the civilian component or a civilian member of the military component, the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such agreement, the question shall be resolved as provided in paragraph 51 of the present Agreement;

(b) Military members of the military component of ONUMOZ shall be subject to the exclusive jurisdiction of their respective participating States in respect of any criminal offences which may be committed by them in Mozambique.

47. If any civil proceeding is instituted against a member of ONUMOZ before any court of Mozambique, the Special Representative shall be notified immediately, and he shall certify to the court whether or not the proceeding is related to the official duties of such member:

(a) If the Special Representative certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 49 of the present Agreement shall apply;

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. If the Special Representative certifies that a member of ONUMOZ is unable because of official duties or authorized absence to protect his interests in the proceeding, the court shall at the defendant's request suspend the proceeding until the elimination of the disability, but for not more than ninety days. Property of a member of ONUMOZ that is certified by the Special Representative to be needed by the

defendant for the fulfilment of his official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of ONUMOZ shall not be restricted in a civil proceeding, whether to enforce a judgement, decision or order, to compel an oath or for any other reason.

### *Deceased members*

48. The Special Representative shall have the right to take charge of and dispose of the body of a member of ONUMOZ who dies in Mozambique, as well as that member's personal property located within Mozambique, in accordance with United Nations procedures.

## VII. SETTLEMENT OF DISPUTES

49. Except as provided in paragraph 51, any dispute or claim of a private law character to which ONUMOZ or any member thereof is a party and over which the courts of Mozambique do not have jurisdiction because of any provision of the present Agreement shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no agreement as to the chairman is reached within thirty days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final and binding, unless the Secretary-General of the United Nations and the Government permit an appeal to a tribunal established in accordance with paragraph 51. The awards of the commission shall be notified to the parties and, if against a member of ONUMOZ, the Special Representative or the Secretary-General of the United Nations shall use his best endeavours to ensure compliance.

50. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by the administrative procedures to be established by the Special Representative.

51. Any other dispute between ONUMOZ and the Government, and any appeal that both of them agree to allow from the award of the claims commission established pursuant to paragraph 49 shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission shall apply, *mutatis mutandis*, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.



## VIII. SUPPLEMENTAL ARRANGEMENTS

52. The Special Representative and the Government may conclude supplemental arrangements to the present Agreement.

## IX. LIAISON

53. The Special Representative and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

## X. MISCELLANEOUS PROVISIONS

54. Wherever the present Agreement refers to the privileges, immunities and rights of ONUMOZ and to the facilities the Government undertakes to provide to ONUMOZ, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local Mozambican authorities.

55. The present Agreement shall enter into force upon signature by or for the Secretary-General of the United Nations and the Government.

56. The present Agreement shall remain in force until the departure of the final element of ONUMOZ from Mozambique except that:

(a) The provisions of paragraphs 45 and 51 shall remain in force;

(b) The provisions of paragraph 49 shall remain in force until all claims have been settled that arose prior to the termination of the present Agreement and were submitted prior to or within three months of such termination.

57. The present Agreement is established in two originals, in the English and Portuguese languages, both texts being equally authentic. In case of any divergence of interpretation the English text shall prevail.

(14) Agreement between the United Nations and the Government of Bosnia and Herzegovina on the Status of the United Nations Protection Force in Bosnia and Herzegovina.<sup>35</sup> Signed at Sarajevo on 15 May 1993

## I. DEFINITIONS

1. For the purpose of the present Agreement the following definitions shall apply:

(a) "UNPROFOR" means the United Nations Protection Force established pursuant to Security Council resolution 743 (1992) of 21 February 1992 as enlarged and strengthened pursuant to Security Council resolutions 761 (1992) dated 29 June 1992, 762 (1992) dated 30 June 1992, 769 (1992) dated 7 August 1992, 776 (1992) dated 14 September 1992, 781 (1992) dated 9 October 1992, 786 (1992) dated 10 November 1992 and 798 (1992) dated 18 December 1992, respectively, consisting of:

(i) The "Force Commander" appointed by the Secretary-General of the United Nations after consultation with the parties and with the consent of the Security Council. Any reference to the Force Commander in this Agreement shall, except in paragraph 23, include any mem-

ber of UNPROFOR to whom he delegates a specified function or authority;

(ii) A "military component" consisting of military and civilian personnel made available by participating States at the request of the Secretary-General;

(iii) A "police component" consisting of police personnel made available by participating States at the request of the Secretary-General;

(iv) A "civilian component" consisting of officials of the United Nations;

(b) "Member of UNPROFOR" means any member of the military, police or civilian components but unless specifically stated otherwise does not include locally recruited personnel;

(c) "Participating State" means a State contributing personnel to the military or police component of UNPROFOR;

(d) "The Government" means the Government of the Republic of Bosnia and Herzegovina as admitted to membership in the United Nations by the General Assembly further to the adoption on 20 July 1992 of resolution 46/237;

(e) "The Convention" means the Convention on the Privileges and Immunities of the United Nations<sup>36</sup> adopted by the General Assembly of the United Nations on 13 February 1946;

(f) "Local laws and regulations" means the laws and regulations of the Government of the Republic of Bosnia and Herzegovina or the competent authorities designated for this purpose by the Government of Bosnia and Herzegovina.

## II. APPLICATION OF THE PRESENT AGREEMENT

2. Unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the authorities or any privilege, immunity, facility or concession granted to UNPROFOR or any member thereof apply in Bosnia and Herzegovina.

## III. APPLICATION OF THE CONVENTION

3. The Convention on the Privileges and Immunities of the United Nations of 13 February 1946 shall apply to UNPROFOR subject to the provisions specified in the present Agreement.

4. Article II of the Convention, which applies to UNPROFOR, shall also apply to the property, funds and assets of participating States used in connection with UNPROFOR.

## IV. STATUS OF UNPROFOR

5. UNPROFOR and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present arrangements. UNPROFOR and its members shall respect all local laws and regulations. The Force Commander shall take all appropriate measures to ensure the observance of those obligations.

6. The Government undertakes to respect the exclusively international nature of UNPROFOR.

#### *United Nations flag and vehicle markings*

7. The Government recognizes the right of UNPROFOR to display in Bosnia and Herzegovina the United Nations flag on its headquarters, camps or other premises, vehicles, vessels and otherwise as decided by the Force Commander.

8. Vehicles, vessels and aircraft of UNPROFOR shall carry a distinctive United Nations identification, which shall be notified to the Government.

#### *Communications*

9. UNPROFOR shall enjoy the facilities in respect to communications provided in article III of the Convention and shall, in coordination with the Government, use such facilities as may be required for the performance of its task. Issues with respect to communications which may arise and which are not specifically provided for in the present Agreement shall be dealt with pursuant to the relevant provisions of the Convention.

10. Subject to the provisions of paragraph 9:

(a) UNPROFOR shall have authority to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points in Bosnia and Herzegovina with each other and with United Nations offices in other countries, and to exchange traffic with the United Nations global telecommunications network. The telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations and the frequencies on which any such station may be operated shall be decided upon in cooperation with the Government and shall be communicated by the United Nations to the International Frequency Registration Board;

(b) UNPROFOR shall enjoy, in Bosnia and Herzegovina, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of UNPROFOR, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio will operate shall be decided upon in cooperation with the Government. It is understood that connections with the local system of telegraphs, telex and telephones may be made only after consultation and in accordance with arrangements with the Government, it being further understood that the use of the local system of telegraphs, telex and telephones will be charged at the most favourable rate;

(c) UNPROFOR may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNPROFOR. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of UNPROFOR or its members. In the event that postal arrangements applying to private mail of members of UNPROFOR are extended to transfer of currency or the transport of packages and parcels, the conditions under which such operations are conducted shall be agreed with the Government.

## *Travel and transport*

11. UNPROFOR and its members shall enjoy, together with its vehicles, vessels, aircraft and equipment, freedom of movement throughout Bosnia and Herzegovina. That freedom shall, with respect to large movements of personnel, stores or vehicles through airports or on railways or roads used for general traffic within Bosnia and Herzegovina, be coordinated with the Government. The Government undertakes to supply UNPROFOR, where necessary, with maps and other information, including locations of minefields and other dangers and impediments, which may be useful in facilitating its movements.

12. Vehicles, including all military vehicles, vessels and aircraft of UNPROFOR, shall not be subject to registration or licensing by the Government provided that all such vehicles shall carry the third party insurance required by relevant legislation.

13. UNPROFOR may use roads, bridges, canals and other waters, port facilities and airfields without the payment of dues, tolls or charges, including wharfage charges. However, UNPROFOR will not claim exemption from charges which are in fact charges for services rendered.

## *Privileges and immunities of UNPROFOR*

14. UNPROFOR, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations in accordance with the Convention. The provision of article II of the Convention which applies to UNPROFOR shall also apply to the property, funds and assets of participating States used in Bosnia and Herzegovina in connection with the national contingents serving in UNPROFOR, as provided for in paragraph 4 of the present Agreement. The Government recognizes the right of UNPROFOR in particular:

(a) To import, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of UNPROFOR or for resale in the commissaries provided for hereinafter;

(b) To establish, maintain and operate commissaries at its headquarters, camps and posts for the benefit of the members of UNPROFOR, but not of locally recruited personnel. Such commissaries may provide goods of a consumable nature and other articles to be specified in advance. The Force Commander shall take all necessary measures to prevent abuse of such commissaries and the sale or resale of such goods to persons other than members of UNPROFOR, and he shall give sympathetic consideration to observations or requests of the Government concerning the operation of the commissaries;

(c) To clear ex customs and excise warehouse, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of UNPROFOR or for resale in the commissaries provided for above;

(d) To re-export or otherwise dispose of such equipment, as far as it is still usable, all unconsumed provisions, supplies and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of Bosnia and Herzegovina or to an entity nominated by

them. To the end that such importation, clearances, transfer or exportation may be effected with the least possible delay, mutually satisfactory procedures, including documentation, shall be agreed between UNPROFOR and the Government at the earliest possible date.

## V. FACILITIES FOR UNPROFOR

### *Premises required for conducting the operational and administrative activities of UNPROFOR and for accommodating members of UNPROFOR*

15. The Government shall provide without cost to UNPROFOR and in agreement with the Force Commander such areas and buildings for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of UNPROFOR and, to the extent possible, for the accommodation of the members of UNPROFOR. Without prejudice to the legal status of all such premises, they shall be inviolable and subject to the exclusive control and authority of the United Nations. Where United Nations troops are co-located with local military personnel of Bosnia and Herzegovina, a permanent, direct and immediate access by UNPROFOR to those premises shall be guaranteed.

16. The Government undertakes to assist UNPROFOR in obtaining and making available, where applicable, water, electricity and other facilities free of charge, or, where this is not possible, at the most favourable rate, and in the case of interruption or threatened interruption of service, to give as far as is within its powers the same priority to the needs of UNPROFOR as to essential services. Where such utilities or facilities are not provided free of charge, payment shall be made by UNPROFOR on terms to be agreed with the competent authorities of Bosnia and Herzegovina. UNPROFOR shall be responsible for the maintenance and upkeep of facilities so provided.

17. UNPROFOR shall have the right, where necessary, to generate, within its premises, electricity for its use and to transmit and distribute such electricity.

18. The United Nations alone may consent to the entry of any government official or of any other person not a member of UNPROFOR to such premises.

### *Provisions, supplies and services, and sanitary arrangements*

19. The Government undertakes to make available to UNPROFOR, to the maximum extent, and whenever possible free of charge, facilities and supplies, such as food and fuel, vehicles and other equipment, provisions and other goods and services required for its subsistence and operations. In case of purchases made by UNPROFOR on the local market, UNPROFOR shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy. UNPROFOR shall be exempt from general sales taxes in respect of all official purchases in Bosnia and Herzegovina.

20. UNPROFOR and the Government shall cooperate with respect to sanitary services and shall extend to each other the fullest cooperation in matters concerning health, particularly with respect to the control of communicable diseases, in accordance with international conventions.

### *Recruitment of local personnel*

21. UNPROFOR may recruit locally such personnel as it requires. Upon the request of the Force Commander, the Government undertakes to facilitate the recruitment of qualified local staff by UNPROFOR and to accelerate the process of such recruitment.

### *Currency*

22. The Government undertakes to make available to UNPROFOR, against reimbursement in mutually acceptable currency, local currency required for the use of UNPROFOR, including the pay of its members, at the rate of exchange most favourable to UNPROFOR.

## VI. STATUS OF THE MEMBERS OF UNPROFOR

### *Privileges and immunities*

23. The Force Commander of UNPROFOR, the Police Commissioner of the Police component, the Director of Civil Affairs of the Civilian component, the Director of Administration of UNPROFOR and such high-ranking members of the Force Commander's staff as may be agreed upon with the Government shall have the status specified in sections 19 and 27 of the Convention, provided that the privileges and immunities therein referred to shall be those accorded to diplomatic envoys by international law.

24. Members of the United Nations Secretariat assigned to the civilian component to serve with UNPROFOR remain officials of the United Nations entitled to the privileges and immunities of articles V and VII of the Convention.

25. Military observers, policy personnel and civilian personnel other than United Nations officials whose names are for the purpose notified to the Government by the Force Commander shall be considered as experts on mission within the meaning of article VI of the Convention.

26. Military personnel of national contingents assigned to the military component of UNPROFOR shall have the privileges and immunities specifically provided for in the present Agreement.

27. Unless otherwise specified in the present Agreement, locally recruited members of UNPROFOR shall enjoy the immunities concerning official acts and exemption from taxation and national service obligations provided for in sections 18 (a), (b) and (c) of the Convention.

28. Members of UNPROFOR shall be exempt from taxation on the pay and emoluments received from the United Nations or from a participating State and any income received from outside Bosnia and Herzegovina. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

29. Members of UNPROFOR shall have the right to import free of duty their personal effects in connection with their arrival in Bosnia and Herzegovina. They shall be subject to the laws and regulations of Bosnia and Herzegovina governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Bosnia and Herzegovina with

UNPROFOR. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of UNPROFOR including the military component, upon prior written notification. On departure from Bosnia and Herzegovina, members of UNPROFOR may, notwithstanding any foreign exchange regulations in force, take with them such funds as the Force Commander certifies were received in pay and emoluments from the United Nations or from a participating State and are a reasonable residue thereof. Special arrangements shall be made for the implementation of the present provisions in the interests of the Government and the members of UNPROFOR. The Force Commander shall cooperate with the Government and shall render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of Bosnia and Herzegovina by the members of UNPROFOR, in accordance with the present Agreement.

#### *Entry, residence and departure*

30. The Force Commander and members of UNPROFOR shall, whenever so required by the Force Commander, have the right to enter into, reside in and depart from Bosnia and Herzegovina.

31. The Government undertakes to facilitate the entry into and departure from Bosnia and Herzegovina of the Force Commander and members of UNPROFOR and shall be kept informed of such movement. For that purpose, the Force Commander and members of UNPROFOR shall be exempt from passport and visa regulations and immigration inspection and restrictions on entering into or departing from Bosnia and Herzegovina. They shall also be exempt from any regulations governing the residence of aliens in Bosnia and Herzegovina, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in Bosnia and Herzegovina.

32. For the purpose of such entry or departure, members of UNPROFOR shall only be required to have: (a) an individual or collective movement order issued by or under the authority of the Force Commander or any appropriate authority of a participating State; and (b) a personal identity card issued in accordance with paragraph 33 of the present Agreement, except in the case of first entry, when the personal identity card issued by the appropriate authorities of a participating State shall be accepted in lieu of the said identity card.

#### *Identification*

33. The Force Commander shall issue to each member of UNPROFOR before or as soon as possible after such member's first entry into Bosnia and Herzegovina, as well as to all locally recruited personnel, a numbered identity card, which shall show full name, date of birth, title or rank, service (if appropriate) and photograph. Except as provided for in paragraph 32 of the present Agreement, such identity card shall be the only document required of a member of UNPROFOR.

34. Members of UNPROFOR as well as locally recruited personnel shall be required to present, but not to surrender, their UNPROFOR identity cards upon demand of an appropriate official of the Government.

### *Uniform and arms*

35. Military members and police personnel of UNPROFOR shall wear, while performing official duties, the national military or police uniform of their respective States with standard United Nations accoutrements. United Nations Security Officers and Field Service Officers may wear the United Nations uniform. The wearing of civilian dress by the above-mentioned members of UNPROFOR may be authorized by the Force Commander at other times. Military members and police personnel of UNPROFOR and United Nations Security Officers designated by the Force Commander may possess and carry arms while on duty in accordance with their order.

### *Permits and licences*

36. The Government agrees to accept as valid, without tax or fee, a permit or licence issued by the Force Commander for the operation by any member of UNPROFOR, including locally recruited personnel, of any UNPROFOR transport or communication equipment and for the practice of any profession or occupation in connection with the functioning of UNPROFOR, provided that no licence to drive a vehicle or pilot an aircraft shall be issued to any person who is not already in possession of an appropriate and valid licence.

37. Without prejudice to the provisions of paragraph 35, the Government further agrees to accept as valid, without tax or fee, a permit or licence issued by the Force Commander to a member of UNPROFOR for the carrying or use of firearms or ammunition in connection with the functioning of UNPROFOR.

### *Military police, arrest and transfer of custody, and mutual assistance*

38. The Force Commander shall take all appropriate measures to ensure the maintenance of discipline and good order among members of UNPROFOR, as well as locally recruited personnel. To this end personnel designated by the Force Commander shall police the premises of UNPROFOR and such areas where its members are deployed. Elsewhere such personnel shall be employed only subject to arrangements with the Government and in liaison with it in so far as such employment is necessary to maintain discipline and order among members of UNPROFOR.

39. The military police of UNPROFOR shall have the power of arrest over the military members of UNPROFOR. Military personnel placed under arrest outside their own contingent areas shall be transferred to their contingent Commander for appropriate disciplinary action. The personnel mentioned in paragraph 38 above may take into custody any other person on the premises of UNPROFOR. Such other person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with any offence or disturbance on such premises.

40. Subject to the provisions of paragraphs 23 and 25, officials of the Government may take into custody any member of UNPROFOR:

(a) When so requested by the Force Commander; or

(b) When such a member of UNPROFOR is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any weapons or other item seized, to the



nearest appropriate representative of UNPROFOR, whereafter the provisions of paragraph 45 shall apply *mutatis mutandis*.

41. When a person is taken into custody under paragraph 39 or paragraph 40 (b), UNPROFOR or the Government, as the case may be, may make a preliminary interrogation but may not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

42. UNPROFOR and the Government shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return within the terms specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 39 to 41.

43. The Government shall ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to UNPROFOR or its members which, if committed in relation to the forces of the Government, would have rendered such acts liable to prosecution.

### *Jurisdiction*

44. All members of UNPROFOR including locally recruited personnel shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue even after they cease to be members of or employed by UNPROFOR and after the expiration of the other provisions of the present Agreement.

45. Should the Government consider that any member of UNPROFOR has committed a criminal offence, it shall promptly inform the Force Commander and present to him any evidence available to it. Subject to the provisions of paragraph 23:

(a) If the accused person is a member of the civilian component or a civilian member of the military or police component, the Force Commander shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such agreement, the question shall be resolved as provided in paragraph 50 of the present Agreement;

(b) Military members of the military component of UNPROFOR shall be subject to the exclusive jurisdiction of their respective participating States in respect of any criminal offences which may be committed by them in Bosnia and Herzegovina.

46. If any civil proceeding is instituted against a member of UNPROFOR before any court of Bosnia and Herzegovina, the Force Commander shall be notified immediately, and he shall certify to the court whether or not the proceeding is related to the official duties of such member:

(a) If the Force Commander certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 48 of the present Agreement shall apply;

(b) If the Force Commander certifies that the proceeding is not related to official duties, the proceeding may continue. If the Force Commander certifies that a member of UNPROFOR is unable because of official duties or authorized absence to protect his/her interests in the proceeding, the court shall at the defendant's request suspend the proceeding until the elimination of the disability, but for not more than ninety days. Property of a member of UNPROFOR that is certified by the Force Commander to be needed by the defendant for the fulfilment of his/her official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of UNPROFOR shall not be restricted in a civil proceeding, whether to enforce a judgement, decision or order, to compel an oath or for any other reason.

### *Deceased members*

47. The Force Commander shall have the right to take charge of and dispose of the body of a member of UNPROFOR who dies in Bosnia and Herzegovina, as well as that member's personal property located within Bosnia and Herzegovina, in accordance with United Nations procedures.

## VII. SETTLEMENT OF DISPUTES

48. Except as provided in paragraph 50, any dispute or claim of a private law character to which UNPROFOR or any member thereof is a party and over which the courts of Bosnia and Herzegovina do not have jurisdiction because of any provision of the present Agreement shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no agreement as to the chairman is reached within thirty days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final and binding, unless the Secretary-General of the United Nations and the Government permit an appeal to a tribunal established in accordance with paragraph 50. The awards of the commission shall be notified to the parties and, if against a member of UNPROFOR, the Force Commander or the Secretary-General of the United Nations shall use his best endeavours to ensure compliance.

49. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by the administrative procedures to be established by the Force Commander.

50. Any other dispute between UNPROFOR and the Government, and any appeal that both of them agree to allow from the award of the claims commission established pursuant to paragraph 48, shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating

to the establishment and procedures of the claims commission shall apply, *mutatis mutandis*, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.

#### VIII. SUPPLEMENTAL ARRANGEMENTS

51. The Force Commander and the Government may conclude supplemental arrangements to the present Agreement.

#### IX. LIAISON

52. The Force Commander and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

#### X. MISCELLANEOUS PROVISIONS

53. Wherever the present Agreement refers to the privileges, immunities and rights of UNPROFOR and to the facilities the Government undertakes to provide to UNPROFOR, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities of Bosnia and Herzegovina.

54. The present Agreement shall enter into force upon signature by or for the Secretary-General of the United Nations and the Government of Bosnia and Herzegovina.

55. The present Agreement shall remain in force until the departure of the final element of UNPROFOR from Bosnia and Herzegovina except that:

- (a) The provisions of paragraphs 44 and 50 shall remain in force;
- (b) The provisions of paragraph 48 shall remain in force until all claims have been settled that arose prior to the termination of the present Agreement and were submitted prior to or within three months of such termination.

(15) Agreement between the United Nations and the Austrian Federal Government regarding the Arrangements for the World Conference on Human Rights.<sup>37</sup> Signed at Vienna on 18 May 1993

*Recalling* resolutions 45/155 of 18 December 1990 and 46/116 of 17 December 1991 whereby the General Assembly of the United Nations decided to convene at a high level a World Conference on Human Rights,

*Whereas* at its 85th meeting, held on 6 May 1992 (decision 46/473), the General Assembly accepted the invitation of the Austrian Federal Government (herein referred to as "the Government") to hold the World Conference on Human Rights (herein referred to as "the Conference") at Vienna from 14 to 25 June 1993 preceded by three days' pre-conference consultations from 9 to 11 June 1993,

*Whereas* the General Assembly of the United Nations, by paragraph 5 of section I of its resolution 40/243 of 18 December 1985, decided that sessions of United Nations bodies may be held away from their established headquarters when the Government issuing the invitation for a session to be held within its territory has agreed to defray, after consultations with the Secretary-General of the United Nations as to their nature and possible extent, the actual additional costs directly and indirectly incurred,

Now therefore, the United Nations and the Government hereby agree as follows:

### *Article I*

#### *Date and place of the Conference*

The Conference shall be held at the "Austria Centre Vienna" from 14 to 25 June 1993, preceded by three days of pre-conference consultations from 9 to 11 June 1993.

### *Article IX*

#### *Liability*

1. The Government shall be responsible for dealing with any action, claim or other demand against the United Nations or its officials and arising out of:

(a) Injury to persons or damage to or loss of property in the premises referred to in article III that are provided by or are under the control of the Government;

(b) Injury to persons or damage to or loss of property caused by, or incurred in using, the transport services referred to in article VI that are provided by or are under the control of the Government;

(c) The employment for the Conference of the personnel provided by the Government under article VII.

2. The Government shall hold harmless the United Nations and its officials in respect of any such action, claim or other demand.

### *Article X*

#### *Privileges and immunities*

1. In accordance with paragraph (1) of article I of the Agreement between the United Nations and the Republic of Austria regarding the headquarters seat of the United Nations Industrial Development Organization and other United Nations offices at the Vienna International Centre, signed at Vienna on 19 January 1981,<sup>38</sup> the provisions of the Headquarters Agreement for UNIDO, signed at New York on 13 April 1967, shall apply *mutatis mutandis* to the Conference. The Convention on the Privileges and Immunities of the United Nations<sup>39</sup> shall also be applicable in respect to the Conference.

2. The participants in the Conference shall enjoy the privileges and immunities, under the agreements referred to above, as follows:

(a) Representatives of organizations that have received a standing invitation from the General Assembly (paragraph 1 (b) (i) of article II); representatives of national liberation movements (paragraph 1 (b) (ii)); representatives of other intergovernmental organizations (paragraph 1 (b) (iii)); representatives of non-governmental organizations (paragraph 1 (b) (vi)); representatives of national human rights institutions (paragraph 1 (b) (vii)); and other persons invited by the United Nations (paragraph 1 (b) (viii)) shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Conference;

(b) Representatives of interested organs of the United Nations (paragraph 1 (b) (iv) of article II) and chairpersons or other designated members of human rights bodies including special and thematic rapporteurs and chairpersons or members of working groups (paragraph 1 (b) (v)) shall enjoy the privileges, immunities and facilities accorded to experts on mission for UNIDO under article XIII of the UNIDO Headquarters Agreement;

(c) Officials of the United Nations Secretariat (paragraph 1 (c) of article II) shall enjoy the privileges and immunities under article XII of the UNIDO Headquarters Agreement;

(d) Representatives of the specialized agencies and IAEA (paragraph 1 (b) (ix) of article II) shall enjoy the privileges, immunities and facilities under, respectively, the Convention on the Privileges and Immunities of the Specialized Agencies<sup>40</sup> and the Agreement on the Privileges and Immunities of IAEA,<sup>41</sup> as appropriate.

3. The local personnel provided by the Government, with the exception of those who are assigned to hourly rates, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Conference. Such immunity shall, however, not apply in case of an accident caused by vehicle, vessel or aircraft.

4. All participants and all persons performing functions in connection with the Conference shall have the right of unimpeded entry into and exit from Austria. Visas and entry permits, where required, shall be granted free of charge and as promptly as possible.

5. The Government shall allow the temporary importation, tax-free and duty-free, of all equipment, including audio, video, photographic and other technical equipment accompanying representatives of information media, and shall waive import duties and taxes on supplies necessary for the Conference. It shall issue without delay any necessary import and export permits for this purpose if necessary.

- (16) Exchange of letters constituting an agreement between the United Nations and the Government of the Czech Republic regarding the study tour of the Working Party on Steel, subsidiary body of the Economic Commission for Europe, to be held in the Czech Republic from 6 to 12 June 1993.<sup>42</sup> Geneva, 18 March and 3 June 1993

# I

## LETTER FROM THE UNITED NATIONS

18 March 1993

I have the honour to give you below the text of arrangements between the United Nations and the Government of the Czech Republic (hereinafter referred to as "the Government") in connection with the study tour of the Working Party on Steel, subsidiary body of the Economic Commission for Europe, to be held,

at the invitation of the Government, in the Czech Republic, from 6 to 12 June 1993.

...

4. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations,<sup>43</sup> to which the Czech Republic is a party, shall be applicable to the study tour, in particular:

(a) The participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the study tour shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the study tour shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the study tour;

(c) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the study tour;

(d) All participants and all persons performing functions in connection with the study tour shall have the right of unimpeded entry into and exit from the Czech Republic. Visas and entry permits, where required, shall be granted promptly and free of charge.

5. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provision of the Convention on the Privileges and Immunities of the United Nations or of any other agreement applicable to both parties, shall be settled by negotiation or in accordance with any other procedure agreed upon by the parties.

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of the Czech Republic which shall enter into force on the date of your reply and shall remain in force for the duration of the study tour.

(Signed) Vladimir PETROVSKY  
Director-General of  
the United Nations Office at Geneva

## II

### LETTER FROM THE PERMANENT MISSION OF THE CZECH REPUBLIC TO THE UNITED NATIONS OFFICE AND OTHER INTERNATIONAL ORGANIZATIONS AT GENEVA

3 June 1993

I have the honour to convey to your attention, in reply to your letter of 18 March 1993, that the Czech side is in full consent with the arrangements between the United Nations and the Government of the Czech Republic regarding the study tour of the Working Party on Steel, subsidiary body of the Eco-

conomic Commission for Europe, to be held in the Czech Republic from 6 to 12 June 1993, as proposed in the aforesaid letter.

According to your proposal, your letter and this affirmative answer constitute a formal Agreement on the study tour in question between the United Nations and the Government of the Czech Republic, entering into force today.

(Signed) Zdenek VENERA  
Chargé d'affaires a.i.

- (17) Exchange of letters constituting an agreement between the United Nations and the Government of the United Kingdom of Great Britain and Northern Ireland in connection with the Ad Hoc Meeting on Methods of Financing Energy Efficiency Demonstration Zones of the Economic Commission for Europe, to be held at Newcastle on 15 and 16 June 1993.<sup>44</sup> Geneva, 11 and 15 June 1993

# I

## LETTER FROM THE UNITED NATIONS

11 June 1993

I have the honour to give you below the text of arrangements between the United Nations and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as "the Government") in connection with the Ad Hoc Meeting on Methods of Financing Energy Efficiency Demonstration Zones, of the Economic Commission for Europe, to be held, at the invitation of the Government, at Newcastle, on 15 and 16 June 1993.

...

4. Being a meeting convened by the United Nations, the Convention of 13 February 1946 on the Privileges and Immunities of the United Nations,<sup>45</sup> to which the United Kingdom is a party, will apply, as appropriate, to persons attending the Meeting, in particular:

- (i) The representatives of States Members of the United Nations will enjoy the privileges and immunities provided under article IV of the Convention. Officials of the United Nations performing functions in connection with the Meeting will enjoy the privileges and immunities provided under articles V and VII of the Convention. Representatives of States not Members of the United Nations, invited by the Executive Secretary of the Economic Commission for Europe, according to paragraph 1 of these arrangements, who are designated by the Secretary-General as experts on mission for the United Nations, following consultations between the Government and the Executive Secretary of the Economic Commission for Europe, will enjoy the privileges and immunities provided under article VI of the Convention;
- (ii) Officials of the specialized agencies participating in the Meeting will enjoy the privileges and immunities provided under articles VI and VIII of the Convention;

- (iii) All participants and all persons performing functions in connection with the Meeting will have the right of unimpeded entry into and exit from the United Kingdom. Visas and entry permits, where required, will be granted free of charge. Applications should be made at least four weeks before the opening of the Meeting, in which case visas will be granted not later than two weeks before the opening of the Meeting. If applications are made less than four weeks before the opening, visas will be granted as speedily as possible;
- (iv) The Government will allow temporary importation, tax free and duty free, of all articles for the official use of the secretariat. No articles imported under this exemption may be sold, hired or lent out or otherwise disposed of in the United Kingdom, except under conditions agreed with the Government.

5. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to persons or damage to or loss of property in conference or office premises provided for the Meeting; (ii) injury to persons or damage to or loss of property caused by, or incurred by using, the transport services that are provided by or under the control of the Government; and (iii) the employment for the Meeting of personnel provided or arranged by the Government; and the Government will hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

6. Any dispute concerning the interpretation or implementation of this Agreement, except for disputes subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other agreement applicable to both parties, will be settled by negotiation or in accordance with any other procedure agreed upon by the parties.

I have the honour to propose that this letter and your affirmative answer will constitute an understanding between the United Nations and the Government of the United Kingdom which will come into effect on the date of your reply and will remain in operation for the duration of the Meeting and for such additional period as is necessary for its preparation and winding up.

*(Signed)* Vladimir PETROVSKY  
Director-General of  
the United Nations Office at Geneva

## II

### LETTER FROM THE UNITED KINGDOM MISSION TO THE OFFICE OF THE UNITED NATIONS AND OTHER INTERNATIONAL ORGANIZATIONS AT GENEVA

15 June 1993

I have the honour to refer to your letter of 11 June 1993, giving the text of arrangements between the United Nations and the Government of the United Kingdom of Great Britain and Northern Ireland in connection with the Ad Hoc Meeting convened by the United Nations on Methods of Financing Energy Efficiency Demonstration Zones, of the Economic Commission for Europe, to be held, at the invitation of the Government of the United Kingdom, at Newcastle, on 15 and 16 June 1993.



In reply, I am pleased to inform you that the text of the arrangements as set out in your letter is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland and that your letter and annex together with our reply constitute an understanding between the United Kingdom and the United Nations, which will come into effect today and which will remain in operation for the duration of the meeting and for such additional period as is necessary for its preparation and winding up.

(Signed) E. G. M. CHAPLIN  
Acting Permanent Representative

- (18) Agreement between the United Nations and the Government of the Russian Federation relating to the Establishment in the Russian Federation of a United Nations Integrated Office.<sup>46</sup> Signed at Vienna on 15 June 1993

The United Nations and the Government of the Russian Federation;

*Whereas* the Government of the Russian Federation expresses its interest that the United Nations establishes an Office in the Russian Federation with a view to supporting and supplementing the national efforts in solving the most important problems of economic development and promoting social progress and better standard of life;

*Whereas* the Government of the Russian Federation agrees to ensure the availability of all the necessary facilities to enable the United Nations Office to perform fully and effectively its functions, including its scheduled programmes of work and any related activities, and to fulfil its purposes in cooperation and harmony with the Government and people of the Russian Federation;

*Whereas* the Government of the Russian Federation agrees to apply to the United Nations Office, the United Nations agencies, programmes and funds forming part of the Office and to the officials of the United Nations, including those of the said agencies, programmes and funds, the relevant provisions of the Convention on the Privileges and Immunities of the United Nations;

*Whereas* the United Nations and the Government of the Russian Federation wish to conclude an agreement with a view to regulating questions arising from the establishment in the Russian Federation of the United Nations Office, as an Integrated Office of the United Nations and its agencies, programmes and funds;

*Whereas* the United Nations and the Government of the Russian Federation act in a spirit of friendly cooperation,

*Have agreed* as follows:

#### *Article I*

#### *Definitions*

For the purpose of the present Agreement, the following definitions shall apply:

(a) "United Nations Office" or "Office" means the United Nations Integrated Office, an organizational unit through which the United Nations provides assistance and cooperation in programmes in the Russian Federation. This term includes any field sub-offices established in the Russian Federation by the United Nations including its agencies, programmes and funds;

(b) "The Government" means the Government of the Russian Federation;

(c) "The United Nations" means the United Nations, an international intergovernmental Organization established under the Charter of the United Nations, and includes the agencies, programmes and funds of the United Nations, *inter alia*, UNDP, UNICEF, UNHCR, UNEP, UNFPA, WFP, UNDCP;

(d) "The appropriate authorities" means central, local and other competent authorities under the law of the Russian Federation;

(e) "Convention" means the Convention on the Privileges and Immunities of the United Nations<sup>47</sup> adopted by the General Assembly of the United Nations on 13 February 1946;

(f) "Parties" means the United Nations and the Government of the Russian Federation;

(g) "Head of the Office" means the official in charge of the United Nations Office;

(h) "Officials of the United Nations" means the Head of the Office, the representatives of the agencies, programmes and funds of the United Nations, members of their staff and all officials of the Organization, irrespective of nationality, employed under the Staff Rules and Regulations of the United Nations, with the exception of persons who are recruited in the Russian Federation and assigned to hourly rates as provided for in General Assembly resolution 76 (I) of 7 December 1946;

(i) "Experts on mission" means individuals, other than officials of the United Nations or persons performing services on behalf of the United Nations, undertaking missions, coming within the scope of articles VI and VII of the Convention;

(j) "Persons performing services on behalf of the United Nations" means individual contractors, other than officials of the United Nations, to execute or assist in the carrying out of its programmes or other related activities;

(k) "UNDP" means the United Nations Development Programme established pursuant to General Assembly resolutions 2029(XX) of 22 November 1965 and 2688(XXV) of 11 December 1970;

(l) "UNICEF" means the United Nations Children's Fund established pursuant to General Assembly resolution 57 (I) of 11 December 1946;

(m) "UNHCR" means the Office of the United Nations High Commissioner for Refugees established pursuant to General Assembly resolutions 319 A (IV) of 3 December 1949 and 428(V) of 14 December 1950;

(n) "UNEP" means the United Nations Environment programme established pursuant to General Assembly resolution 2997(XXVII) of 15 December 1972;

(o) "UNFPA" means the United Nations Population Fund established pursuant to General Assembly resolutions 2211(XXI) of 17 December 1966, 2815(XXVI) of 14 December 1971, 3019(XXVII) of 18 December 1972 and 34/104 of 14 December 1979;

(p) "WFP" means the World Food Programme established pursuant to General Assembly resolution 1714 (XVI) of 19 December 1961 and FAO Conference resolution 1/61 of 24 November 1961;

(q) "UNDCP" means the United Nations International Drug Control Programme established pursuant to General Assembly resolution 45/179 of 21 December 1990;

(r) "Office premises" means all the premises occupied by the Office or field sub-offices, including installations and facilities made available to or occupied, maintained or used by the United Nations in the Russian Federation and notified as such to the Government;

(s) "Organization" means the United Nations.

## *Article II*

### *Purpose and scope of activities*

The Office shall:

(a) Cooperate with the Government in programmes aimed at promoting economic development and social progress, and providing humanitarian assistance through, *inter alia*, carrying out economic and social studies and research, technical cooperation, the training of personnel and dissemination of information;

(b) Facilitate the work, in the Russian Federation, of UNDP, UNICEF, UNHCR, UNEP, UNFPA, WFP, UNDCP and other agencies, programmes and funds of the Organization, in accordance with the relevant resolutions, decisions, regulations, rules and policies of the United Nations including its agencies, programmes and funds;

(c) Carry out such other activities, in consultation with the Government, as may be entrusted to the Office by the Secretary-General of the United Nations.

## *Article III*

### *Juridical personality and legal capacity*

The United Nations, its agencies, programmes and funds and the Office shall have the capacity:

(a) To contract;

(b) To acquire and dispose of movable and immovable property;

(c) To institute legal proceedings.

## *Article IV*

### *Application of the Convention*

The Convention shall be applicable to the Office, the United Nations, its property, funds and assets, and to their officials and experts on mission in the Russian Federation.

## *Article V*

### *Status of the Office*

1. The United Nations shall establish and maintain an Office in the Russian Federation for the purpose of discharging its activities in accordance with the present Agreement, or any other supplemental agreements as may be concluded between the Government and the United Nations agencies, programmes and funds under their mandates, for the formulation and execution of the United Nations operational activities for economic and social development, and humanitarian assistance in the Russian Federation.

2. The United Nations and its property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case it has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

3. (a) The premises of the Office shall be inviolable. The property and assets of the Office, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action;

(b) The appropriate authorities shall not enter the Office premises to perform any official duties, except with the express consent of the Head of the Office and under conditions agreed to by him or her.

4. The appropriate authorities shall exercise due diligence to ensure the security and protection of the Office, and to ensure that the tranquillity of the Office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

5. The archives of the Office, the United Nations, and in general all documents belonging to them, wherever located and by whomsoever held, shall be inviolable.

## *Article VI*

### *Funds, assets and other property*

1. Without being restricted by financial controls, regulations or moratoriums of any kind, the Office, and the United Nations:

(a) May hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency;

(b) Shall be free to transfer its funds, gold or currency from one country to another or within the Russian Federation, to other organizations or agencies of the United Nations system;

(c) Shall be accorded the most favourable, legally available rate of exchange for its financial transactions.

2. In exercising its rights under paragraph 1 above, the Office and the United Nations shall pay due regard to any representations made by the Government in so far as the Organization considers that effect can be given to such representations without detriment to the interests of the United Nations.

3. The Office, and the United Nations, its assets, income and other property, shall:

(a) Be exempt from all direct taxes, value-added tax, fees, tolls or duties; it is understood, however, that the Office and the United Nations will not claim exemption from taxes which are, in fact, no more than charges for public utility services, rendered by the Government or by a corporation under government regulation, at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized;

(b) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Office and the United Nations for its official use. It is understood, however, that articles imported under such exemptions will not be sold in the Russian Federation into which they were imported except under conditions agreed with the Government;

(c) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

### *Article VII*

#### *Officials of the United Nations*

1. Officials of the United Nations shall:

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with the United Nations;

(b) Be exempt from taxation on the salaries and emoluments paid to them by the United Nations;

(c) Be immune from national service obligations;

(d) Be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;

(e) Be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable ranks forming part of diplomatic missions accredited in the Russian Federation;

(f) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;

(g) Have the right to import free of duty their furniture, personal effects and all household appliances, at the time of first taking up their post in the Russian Federation.

2. The Head of the Office and the representatives of the United Nations agencies, programmes and funds and the other senior officials as may be agreed between the United Nations and the Government shall enjoy the same privileges and immunities accorded by the Government to members of diplomatic missions of comparable ranks. For this purpose, the names of the Head of the Office, the representatives of the United Nations agencies, programmes and funds and the other senior officials may be incorporated in the diplomatic list.

3. Internationally recruited officials of the United Nations shall also be entitled to the following facilities:

(a) To import free of custom and excise duties limited quantities of certain articles intended for personal consumption in accordance with existing regulations of the Russian Federation;

(b) To import a motor vehicle free of customs and excise duties, including value-added tax, in accordance with existing regulations of the Russian Federation applicable to members of diplomatic missions of comparable ranks.

### *Article VIII*

#### *Experts on mission*

1. Experts on mission shall be granted the privileges and immunities and facilities as specified in article VI, sections 22 and 23, and article VII, section 26, of the Convention.

2. Experts on mission may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.

### *Article IX*

#### *Persons performing services on behalf of the United Nations*

1. Persons performing services on behalf of the United Nations shall:

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in carrying out United Nations programmes or other related activities under this Agreement. Such immunity shall continue to be accorded after termination of employment with the United Nations;

(b) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys.

2. For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services on behalf of the United Nations may be accorded such other privileges, immunities and facilities as specified in articles VII and VIII above, as may be agreed upon between the Parties.

### *Article X*

#### *Personnel recruited in the Russian Federation and assigned to hourly rates*

Personnel recruited in the Russian Federation and assigned to hourly rates shall be accorded all facilities necessary for the independent exercise of their functions for the United Nations. The terms and conditions of employment for persons recruited locally and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations.

## *Article XI*

### *Waiver of privileges and immunities*

1. The privileges and immunities accorded under the present Agreement are granted in the interests of the United Nations, and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the right and the duty to waive the immunity of any individual referred to in articles VII, VIII and IX in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations.

2. The United Nations shall cooperate at all times with the appropriate authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities accorded under this Agreement.

## *Article XII*

### *Entry into, exit from and movement within the Russian Federation*

Officials of the United Nations, experts on mission and persons performing services shall be entitled to:

(a) Prompt clearance and issuance, free of charge, of visas, licences or permits, where required;

(b) Free movement within or to or from the Russian Federation to the extent necessary for proper execution of the activities of the Office and the United Nations in the Russian Federation, except for sites which require special permission under the legislation on national security in force in the Russian Federation.

## *Article XIII*

### *Government contribution*

1. The Government shall provide the United Nations, as mutually agreed upon and to the extent possible:

(a) Appropriate office premises for the Office, alone or in conjunction with other United Nations system organizations;

(b) Costs of postage and telecommunications for official purposes;

(c) Costs of local services such as equipment, fixtures and maintenance of office premises;

(d) Transportation for the officials of the United Nations, experts on mission and persons performing services in the discharge of their official functions in the Russian Federation.

2. The Government shall also assist the United Nations:

(a) In the location and/or in the provision of suitable housing accommodation for internationally recruited officials of the United Nations, experts on mission and persons performing services on behalf of the United Nations;

(b) In the installation and supply of utility services, such as water, electricity, sewerage, fire protection services and other services, for the Office premises.

#### *Article XIV*

##### *Facilities in respect of communications*

1. The United Nations shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any diplomatic mission in matters of establishment and operation, priorities, tariffs, charges on mail and cablegrams and on teleprinter, facsimile, telephone and other communications, as well as rates for information to the press and radio.

2. No official correspondence or other communication of the United Nations shall be subject to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications as may be agreed upon between the Parties. The United Nations shall be entitled to use codes and to dispatch and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.

3. The United Nations shall have the right to operate radio and other telecommunication equipment on United Nations-registered frequencies and those allocated by the Government between its offices, within and outside the Russian Federation, and in particular with United Nations Headquarters in New York, Vienna and Geneva.

#### *Article XV*

##### *United Nations flag, emblem and markings*

The United Nations may display its flag and/or emblem on its Office premises, official vehicles and otherwise as agreed to between the Parties. Vehicles, vessels and aircraft of the United Nations shall carry a distinctive United Nations emblem or markings, which shall be notified to the Government.

#### *Article XVI*

##### *Notification*

The Office shall notify the Government of the names and categories of its officials, experts on mission and persons performing services, and personnel recruited in the Russian Federation and assigned to hourly rates, and of any change in their status.

#### *Article XVII*

##### *Identification*

1. The Government shall, at the request of the Head of the Office, issue to each official of the United Nations, expert on mission and person per-



forming services, except for personnel recruited in the Russian Federation and assigned to hourly rates, the appropriate certificates of identity.

2. Upon demand of an authorized official of the Government, persons referred to in paragraph 1 above shall be required to present, but not to surrender, their certificates of identity.

3. The Office shall, upon termination of employment or reassignment of its personnel, ensure that all certificates of identity are returned promptly to the Government.

### *Article XVIII*

#### *Supplemental agreements*

1. UNDP, UNICEF, UNHCR, UNEP, UNFPA, WFP, UNDCP and other United Nations agencies, programmes and funds may conclude with the Government supplemental agreements concerning conditions under which they shall cooperate with the Government in carrying out tasks and projects within their respective mandates.

2. The United Nations and the Government may enter into any other supplemental agreements as both Parties may deem appropriate.

### *Article XIX*

#### *Claims against the United Nations*

1. The United Nations cooperation in programmes under the present Agreement, or any other supplemental agreement, is provided for the benefit of the Government and people of the Russian Federation and, therefore, the Government shall bear all the risks of the operations under the present Agreement.

2. The Government shall, in particular, be responsible for dealing with all claims in the Russian Federation, arising from or directly attributable to the operations under the present Agreement, or any other supplemental agreement, that may be brought by third parties against the United Nations, its officials, experts on mission and persons performing services on behalf of the United Nations and shall pay compensation, in accordance with its national law, in respect of such claims and shall hold harmless the United Nations, its officials, experts on mission and persons performing services on behalf of the United Nations, except where the United Nations and the Government agree that the particular claim or liability was caused by gross negligence or wilful misconduct.

### *Article XX*

#### *Settlement of disputes*

Any dispute between the United Nations and the Government relating to the interpretation and application of the present Agreement, or any other supplemental agreement, which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the

request for arbitration either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

### *Article XXI*

#### *Entry into force*

The Agreement shall be given provisional effect from the date of its signature. It shall enter into force upon receipt by the United Nations of a notification from the Government of the Russian Federation indicating that the internal procedures necessary for the Agreement's entry into force have been completed.

### *Article XXII*

#### *Termination of the Agreement*

The present Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement. The Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of United Nations activities, and the resolution of any dispute between the Parties.

Done at Vienna, Austria, this fifteenth day of June, nineteen hundred ninety-three, in two copies, each in the English and Russian languages, both texts being equally authentic.

- (19) Cooperation Service Agreement between the United Nations and the Government of Canada.<sup>48</sup> Signed at New York on 16 June 1993

*Whereas* the United Nations Security Council in its resolution 780 (1992) has requested the Secretary-General to establish an impartial Commission of Experts ("Commission") to examine and analyse the information submitted pursuant to its resolutions 771 (1992) and 780 (1992) with a view to providing the Secretary-General with its conclusions on the evidence of grave breaches of the Geneva Conventions and other violations of international humanitarian law committed in the territory of the former Yugoslavia;

*And whereas* the Commission has determined that a legal investigative team would be useful to conduct on-site investigations and the Government of Canada has expressed its willingness to make available its experts to assist the Commission in such on-site investigations as the Commission selects;

*Now therefore* the United Nations as represented by the Legal Counsel and the Government of Canada as represented by the Permanent Representative of Canada to the United Nations in New York (hereinafter called "the Parties") have agreed as follows:

## *Article I*

### *Duration of the Agreement*

The Agreement shall commence on 16 June 1993 and shall expire on 16 August 1993. The Agreement may be renewed on the consent of both Parties, on the same conditions, for further two-month terms. The Agreement shall in any event terminate upon conclusion of the work of the Commission.

## *Article II*

### *Obligations of the Government of Canada*

1. The Government of Canada shall make available, for the duration and purposes of this Agreement, the lawyers and investigators listed in the annex hereto (the Team). Changes and modifications to the annex may be made from time to time by agreement between the Parties.

2. The Team shall carry out such on-site investigations as the Commission may specify, and any necessary supplemental investigations thereto. The investigations shall be carried out as described in the plans of action agreed upon between the Parties. These plans of action will be agreed upon between the Parties as represented by the Chairman of the Commission for the United Nations and the Legal Adviser to External Affairs and International Trade Canada and the Judge Advocate General for Canada.

3. The Team shall submit to the Commission periodical reports on its findings. It shall also provide a final report on the completion of an investigation to the Commission, containing its findings and opinions along with all evidence upon which such findings were based.

4. The Government of Canada shall be responsible for payment of all salaries to which the members of the Team are entitled. The Government of Canada shall not be responsible for any other costs associated with the participation of the Team in Commission-related activities.

## *Article III*

### *Terms and obligations of the Team*

The Government of Canada agrees to the terms and obligations specified below, and shall accordingly ensure that the Team members performing services under this Agreement comply with these obligations:

(a) The Team shall function under the general supervision and control of the Commission;

(b) The Team shall perform its functions in full compliance with the mandate of the Commission;

(c) The Team shall not seek instructions regarding the services to be performed under this Agreement from any authority external to the United Nations;

(d) Team members shall refrain from any conduct which would adversely reflect on the United Nations, and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of the Commission;

(e) The Team members shall exercise their utmost discretion in all matters relating to the investigation and shall not communicate, at any time, without the authorization of the United Nations, to anyone not party to the Agreement, any information that has not been made public, and which has become known to them by reason of their association with the United Nations. They shall not use any such information without the authorization of the United Nations and, in any event, such information shall not be used for individual profit. This authorization may be granted by the Chairman of the United Nations Commission of Experts. This obligation does not lapse upon termination of this Agreement with the United Nations.

#### *Article IV*

##### *Legal status of members of the Team*

1. The members of the Team shall have the legal status of experts on mission in accordance with sections 22 and 23 of article VI of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.<sup>49</sup>

2. The members of the Team shall be issued a certificate in accordance with section 26 of article VII of the Convention.

3. The members of the Team will wear uniforms, carry United Nations identification and wear United Nations insignia.

#### *Article V*

##### *Copyrights*

The United Nations shall have the copyright in any findings contained in the reports submitted to the Commission in accordance with this Agreement, and in any working papers and other documents prepared by the members of the Team in connection with the investigation. In no event shall the contents of such reports or documents be published or otherwise made known by the experts to anyone not a party to this Agreement without the written consent of the United Nations. This consent may be given by the Chairman of the Commission of Experts.

#### *Article VI*

##### *Obligations of the United Nations*

1. The United Nations shall provide, through its Protection Force (UNPROFOR), such protection as is required by the members of the Team for the performance of their functions.

2. The United Nations shall provide suitable local transportation for the Team during the conduct of the investigation. This transportation will be clearly marked with United Nations markings.

3. The United Nations shall provide suitable communications facilities which will permit the Team members to be in contact at all times with the Commander of the Canadian Contingent of the United Nations Protection Force

in the former republics of Yugoslavia. The method of compliance will be as agreed between the Parties in the individual plans of action.

4. The United Nations shall provide any specialized or support equipment required by the Team for the performance of its functions.

5. The United Nations shall provide the Team with such qualified translators as may be necessary for the carrying out of the investigation.

6. The United Nations shall be responsible for the payment of mission subsistence allowance (MSA) directly to the Team members to the same levels as United Nations military observers in the former republics of Yugoslavia.

7. The United Nations will be responsible for the reimbursement to the Government of Canada for the arrangement and payment of all costs associated with the transportation of the Team to and from the mission area.

8. The United Nations will be responsible for all incremental costs associated with a particular mission as agreed upon in the individual plans of action.

## *Article VII*

### *Financial arrangements*

1. The Government of Canada shall not be responsible for any Commission-related costs other than as outlined in article II, paragraph 4.

2. The United Nations is responsible for expenditures for the activities identified in article VI above.

3. The cost of any related activity which is the responsibility of the United Nations and which is borne by the Government of Canada shall be reimbursed to it by the United Nations. The Government of Canada will submit a National Defence Invoice for recovery of all associated costs.

4. All invoices will be forwarded to the United Nations Secretariat for payment, through the Military Adviser of the Permanent Mission of Canada to the United Nations.

## *Article VIII*

### *Additional support*

If requested, the Government of Canada may provide additional assistance to the United Nations, at a cost to the United Nations, as specifically identified in a United Nations Letter of Assist (LOA).

## *Article IX*

### *Consultation*

The United Nations and the Government of Canada shall consult with each other in respect of any matter(s) that may from time to time arise in connection with this Agreement.

## Article X

### Arbitration

1. Any controversy or claim arising out of, or in connection with, this Agreement, or any breach thereof, shall, unless it is settled amicably by direct negotiations, be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then in force. Such arbitration shall be conducted under the auspices of the International Chamber of Commerce which shall also serve as the Appointing Authority. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such controversy or claim.

2. Nothing in this Agreement shall be deemed a waiver, expressed or implied, of the privileges and immunities of the United Nations under the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

## Article XI

### Amendment

This Agreement may be modified or amended by written agreement between the Parties. Each Party shall give full and sympathetic consideration to any proposal for an amendment made by the other Party.

*In witness whereof*, the Parties hereto, having read and accepted this Agreement, have executed it on 16 June 1993.

- (20) Exchange of letters between the United Nations and the Government of Uganda as required under Security Council resolution 846 (1993) and concerning the United Nations Observer Mission Uganda-Rwanda to be deployed on the Ugandan side of the border.<sup>50</sup> New York, 14 and 18 August 1993

## I

### LETTER FROM THE UNITED NATIONS

14 August 1993

I have the honour to refer to resolution 846 (1993) of 22 June 1993 by which the Security Council has, *inter alia*, welcomed with appreciation the report of the Secretary-General on Rwanda contained in document S/25810 and Add.1 and decided to establish the United Nations Observer Mission Uganda-Rwanda (hereinafter referred to as "UNOMUR") to be deployed on the Ugandan side of the border. In the above-mentioned resolution, the Security Council further decided that UNOMUR shall monitor the Uganda/Rwanda border to verify that no military assistance reaches Rwanda, focus being put primarily in this regard on transit or transport, by roads or tracks which could accommodate vehicles, of lethal weapons and ammunition across the border, as well as any other material which could be of military use.

In order to facilitate the fulfilment of UNOMUR's purposes, I propose that your Government, in implementation of its obligations under Article 105 of the Charter of the United Nations, extend to UNOMUR and its property, funds and assets the status, privileges and immunities provided in the Convention on the Privileges and Immunities of the United Nations (the Convention).<sup>51</sup>

In view of the importance of the functions which UNOMUR will perform, I propose that your Government extend to:

—The Chief Military Observer and other high-ranking members of UNOMUR whose names shall be communicated to the Government the privileges and immunities, exemptions and facilities which are granted to diplomatic envoys in accordance with international law;

—Officials of the United Nations Secretariat assigned to serve with UNOMUR the privileges and immunities to which they are entitled under articles V and VII of the Convention;

—Other persons assigned to serve with UNOMUR, including the military observers, the privileges and immunities accorded to experts performing missions for the United Nations under article VI of the Convention.

The privileges and immunities necessary for the fulfilment of the functions of UNOMUR also include:

- (i) The unrestricted freedom of entry and exit without delay or hindrance of its personnel, property, supplies, equipment, spare parts and means of transport;
- (ii) The unrestricted freedom of movement on land, bodies of water and air of personnel, property, supplies, equipment, spare parts and means of transport;
- (iii) The exemption from all direct taxes, import and export duties and registration fees and charges;
- (iv) The right to fly the United Nations flag on premises and vehicles as well as aircraft;
- (v) The acceptance of United Nations registration of means of transport on land, bodies of water and in the air and United Nations licensing of the operators thereof; and
- (vi) The right to unrestricted communication by radio, satellite or any other forms of communication including coded messages within the area of operations and to connect with the United Nations radio and satellite network, as well as by telephone, telegraph or any other means.

It is understood that the Government of Uganda shall assist UNOMUR in acquiring land and premises as may be necessary for the accommodation and fulfilment of its functions. All such land and premises shall be inviolable and subject to the exclusive control and authority of the United Nations.

It is also expected that the Government of Uganda shall provide UNOMUR personnel, where necessary and upon request of the Chief Military Observer, with maps and other information including location of minefields and other dangers and impediments which might be useful in facilitating its tasks and movements, it being understood that information on location of minefields shall be provided subject to its availability to the Government. Furthermore, and in accordance with paragraph 4 of Security Council resolution 846 (1993), the

Government of Uganda shall provide UNOMUR with such support and co-operation as may be necessary for the discharge of its mandate as well as for its safety and that of its personnel. The Chief Military Observer and the Government of Uganda shall take appropriate measures to ensure close and reciprocal military liaison.

If the above provisions meet with your approval, I would propose that this letter and the written confirmation of your acceptance of its provisions constitute an agreement between the United Nations and Uganda as required under Security Council resolution 846 (1993), before UNOMUR is fully deployed. This agreement may be terminated by either party upon written notice to the other and shall terminate one month from the receipt of such notice.

(Signed) Boutros BOUTROS-GHALI  
Secretary-General

## II

### LETTER FROM THE PERMANENT MISSION OF THE REPUBLIC OF UGANDA TO THE UNITED NATIONS

18 August 1993

On instructions from my Government, I have the honour to refer to your letter dated 13 August 1993, and to inform you that my Government has no objections to the provisions which will constitute the Agreement between the United Nations and Uganda as required under Security Council resolution 846 (1993) before UNOMUR is fully deployed.

(Signed) Perezi K. KAMUNANWIRE  
Ambassador, Permanent Representative

- (21) Exchange of letters constituting an agreement between the United Nations and the Government of the Russian Federation regarding the Symposium on the Environmental Benefits of Energy Conservation, of the Economic Commission for Europe, to be held in Moscow from 20 to 24 September 1993.<sup>52</sup> Geneva, 10 June and 24 August 1993

## I

### LETTER FROM THE UNITED NATIONS

10 June 1993

I have the honour to give you below the text of the arrangements between the United Nations and the Government of the Russian Federation (hereinafter referred to as "the Government") in connection with the Symposium on the Environmental Benefits of Energy Conservation, of the Economic Commission for Europe, to be held, at the invitation of the Government, in Moscow from 20 to 24 September 1993.



2. The provisions of the Agreement between the United Nations and the Government of the former USSR concerning the holding of seminars/symposia/workshops organized by the United Nations in the former USSR, as set forth in the Exchange of Letters between United Nations Under-Secretary-General Fleischhauer and Ambassador Troyanovsky of 14 and 15 June 1983, attached hereto as annex I, shall be applied to the meeting.

...

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of the Russian Federation which shall enter into force on the date of your reply and shall remain in force for the duration of the symposium and for such additional period as is necessary for its preparation and winding up.

(Signed) Vladimir PETROVSKY  
Director-General of the  
United Nations Office at Geneva

#### ANNEX

14 June 1983

I have the honour to refer to the arrangements for the seminars/symposiums/workshops to be held by the United Nations in the USSR. With the present letter, I wish to obtain your Government's acceptance that the following general terms shall apply to such seminars/symposiums/workshops organized by the United Nations in the USSR:

- (a) (i) The Convention on the Privileges and Immunities of the United Nations<sup>53</sup> shall be applicable in respect of the seminar/symposium/workshop. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the seminar/symposium/workshop shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the seminar/symposium/workshop 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;<sup>54</sup>
  - (ii) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the seminar/symposium/workshop shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the seminar/symposium/workshop;
  - (iii) Personnel provided by the Government of the USSR shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the seminar/symposium/workshop;
- (b) All participants and all other persons performing functions in connection with the seminar/symposium/workshop shall have the right of entry into and exit from the USSR. Visas and entry and exit permits, where required, shall be granted free of charge and as speedily as possible;

(c) The Government shall hold the United Nations and its personnel harmless in respect of any action, claim or other demand against the United Nations or its personnel arising out of (i) injury or damage to person or property, in conference or office premises provided for the seminar/symposium/workshop; (ii) the transportation provided by your Government; and (iii) the employment for the seminar/symposium/workshop of personnel provided or arranged by your Government;

(d) Any dispute concerning the interpretation or implementation of this Agreement shall be settled by negotiation or in accordance with an arbitration procedure which may be established by the parties.

Arrangements concerning the practical aspects relating to the organization of a specific seminar/symposium/workshop including such matters as dates, place, premises, communications, conference services, office supplies, transportation arrangements and financial arrangements, including contributions by the United Nations and the USSR, shall be agreed upon with regard to each seminar/symposium/workshop in the light of the particular requirements of that seminar/symposium/workshop.

Upon receipt of a letter expressing your Government's concurrence with the above, the present letter and your Government's reply shall constitute an Agreement between the United Nations and the Government of the Union of Soviet Socialist Republics concerning the holding of the seminars/symposiums/workshops organized by the United Nations in the USSR.

(Signed) Carl-August FLEISCHHAUER  
The Legal Counsel

#### MEMORANDUM OF UNDERSTANDING

In the course of negotiations between the United Nations and the USSR relating to the agreement regarding the seminars/symposiums/workshops, understandings were reached between the parties concerning the interpretation and application of certain provisions of the Agreement. Those understandings are set forth in the present memorandum.

##### *In relation to paragraph (b)*

The United Nations undertakes to provide the authorities of the USSR, at the earliest possible time, with a list of invited participants and of all other persons performing functions in connection with the seminars/symposiums/workshops. The United Nations shall use its best endeavours to ensure that applications for visas are submitted at least four weeks prior to the opening of the seminars/symposiums/workshops. Visas shall be granted as speedily as possible and in any event not later than three days before the opening of the seminars/symposiums/workshops.

The provisions of paragraph (b) do not exclude the presentation by the host country of well-founded objections concerning a particular individual. Such objections, however, must relate to specific criminal or security related matters and not to nationality, religion, professional or political affiliation.

##### *In relation to paragraph (c)*

It is the understanding of the United Nations that the Government of the USSR shall consider and deal with any such action, claim or other demand in accordance with the appropriate administrative and legal procedures in force in the USSR.

(Signed) Carl-August FLEISCHHAUER  
The Legal Counsel

## II

### LETTER FROM THE PERMANENT MISSION OF THE RUSSIAN FEDERATION TO THE OFFICE OF THE UNITED NATIONS AND OTHER INTERNATIONAL ORGANIZATIONS AT GENEVA

24 August 1993

On behalf of the Government of the Russian Federation, I have the honour to confirm the acceptance of the terms of the Arrangements between the United Nations and the Government of the Russian Federation regarding the Symposium on the Environmental Benefits of Energy Conservation, of ECE, to be held in Moscow from 20 to 24 September 1993.

...

(Signed) G. SMIRNOV  
Deputy Permanent Representative  
of the Russian Federation

- (22) Exchange of letters constituting an agreement between the United Nations and the Government of the Netherlands on the arrangements for the study tour of the Committee on Human Settlements, principal subsidiary body of the Economic Commission for Europe, to be held in the Netherlands from 24 to 30 September 1993.<sup>55</sup> Geneva, 8 and 11 June, 6 and 30 August and 1 and 17 September 1993

## I

### LETTER FROM THE UNITED NATIONS

8 June 1993

I have the honour to give you below the text of arrangements between the United Nations and the Government of the Netherlands (hereinafter referred to as "the Government") in connection with the study tour of the Committee on Human Settlements, principal subsidiary body of the Economic Commission for Europe, to be held, at the invitation of the Government, in the Netherlands from 24 to 30 September 1993:

1. Participants in the study tour will be invited by the Executive Secretary of the United Nations Economic Commission for Europe in accordance with the rules of procedure of the Commission and its subsidiary organs.

2. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to person or damage to property in conference or office premises provided for the study tour; (ii) the transportation provided by the Government; and (iii) the employment for the study tour of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand, except in cases of gross negligence or wilful misconduct of these officials and persons.

3. The Government may, if it so wishes, invite officials of the Organization to take part in the study tour, provided it bears all the costs arising from such participation.

4. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations,<sup>56</sup> to which the Netherlands is a party, shall be applicable to the study tour; in particular:

(a) The participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the study tour shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the study tour shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the study tour;

(c) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the study tour;

(d) All participants and all persons performing functions in connection with the study tour shall have the right of unimpeded entry into and exit from the Netherlands. Visas and entry permits, where required, shall be granted promptly and free of charge.

5. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provision of the Convention on the Privileges and Immunities of the United Nations or of any other agreement applicable to both parties, shall be settled by negotiation or in accordance with any other procedure agreed upon by the parties.

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of the Netherlands which shall enter into force on the date of your reply and shall remain in force for the duration of the study tour.

(Signed) Vladimir PETROVSKY  
Director-General  
United Nations Office at Geneva

## II

LETTER FROM THE PERMANENT MISSION OF THE KINGDOM OF THE NETHERLANDS TO  
THE OFFICE OF THE UNITED NATIONS AND OTHER INTERNATIONAL ORGANIZATIONS  
AT GENEVA

11 June 1993

Further to your draft text dated 19 March 1993, I have the honour to inform you that the Netherlands Government can agree to the proposed text of arrangements for the study tour of the Committee on Human Settlements of the Economic Commission for Europe, to be held in the Netherlands from 24 to 30 September, with the following amendments:

2. Insert after (ii): "injury to person or damage to property in"; delete "the". The sentence "except in cases of gross negligence or wilful misconduct

of these officials and persons" is to be replaced by "unless these damages and injuries were caused by gross negligence or intentionally by the personnel of the United Nations".

4. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which the Netherlands is a party, shall be applicable to the study tour; in particular:

(a) The participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention;

(b) Officials of the United Nations participating in or performing functions in connection with the study tour shall enjoy the privileges and immunities provided under articles V and VII of the Convention.

5. Without prejudice to the provisions (. . .) with the study tour.

6. All participants and all persons performing functions (. . .) and free of charge.

(Signed) Simon J. H. Smits  
First Secretary

### III

#### LETTER FROM THE UNITED NATIONS

6 August 1993

Reference is made to your letter dated 11 June, addressed to Mr. Lopez-Polo, Director, Environment and Human Settlements Division, Economic Commission for Europe, concerning proposed arrangements relating to a study tour of the Committee on Human Settlements of the Economic Commission for Europe, to be held in the Netherlands from 24 to 30 September 1993.

The amendments which you have proposed to the text contained in the letter which the Director-General of the United Nations Office at Geneva addressed on 8 June 1993 to the Permanent Representative of the Netherlands had to be transmitted to the Office of Legal Affairs at Headquarters for guidance, because they represent deviations from the standard text used in United Nations Conference Agreements. Having received the observations from the Office, I wish to inform you as follows:

(1) *Paragraph 2:* You have proposed to replace in the liability clause the words "except in cases of gross negligence or wilful misconduct of these officials and persons" with the expression "unless these damages and injuries were caused by negligence or intentionally by the personnel of the United Nations". As the expression "gross negligence or wilful misconduct" is a standard one, which is widely used in United Nations Conference Agreements, the United Nations would prefer to maintain this wording, which could be specified to read "... except where it is agreed by the parties that the claim or liability arises from gross negligence or wilful misconduct of the above-mentioned individuals".

(2) *Paragraph 4:* You have proposed to modify this paragraph by subdividing it into three new paragraphs 4, 5 and 6. Thereby the original subparagraph 4 (c) providing for functional immunity from legal process for local personnel would be deleted. According to the archives of the Legal Liaison Office in Geneva, the Government of the Netherlands has regularly accepted that clause since 1990, most recently for the Ad Hoc Meeting on Environmental Rights

and Obligations of the Economic Commission for Europe, held at The Hague from 1 to 5 July 1991 (see letter dated 27 June 1991 from the Permanent Representative of the Netherlands). As the clause in question is again a standard provision used in United Nations Conference Agreements, the United Nations would prefer to maintain it.

I should like, however, to seize this opportunity to propose a different settlement of disputes clause, i.e., to replace *paragraph 5* by the following text which is already contained in an exchange of letters with the Netherlands concerning a United Nations Meeting on Petroleum Exploration Strategies in Developing Countries, held at The Hague in March 1991:

"5. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the names of its arbitrator, or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except if otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them."

Hoping that the proposals contained in this letter are acceptable to the Government of the Netherlands,

(Signed) Meike NOLL-WAGENFELD  
Senior Legal Officer

#### IV

LETTER FROM THE PERMANENT MISSION OF THE KINGDOM OF THE NETHERLANDS TO  
THE OFFICE OF THE UNITED NATIONS AND OTHER INTERNATIONAL ORGANIZATIONS  
AT GENEVA

30 August 1993

With reference to your letter of 6 August 1993, addressed to my colleague Simon Smits, I wish to inform you as follows:

*Paragraph 2:* The text we proposed has been used in recently concluded similar agreements with United Nations organizations. We are, however, prepared to accept the following text: "... except in cases of gross negligence or wilful misconduct by personnel of the United Nations".

*Paragraph 4:* We prefer to delete the original paragraph 4 (c), as we consider it neither necessary nor desirable that immunity from legal process be

accorded to locally hired personnel (e.g., drivers) in respect of a study tour. For the sake of completeness we inform you that we have not accepted the clause in question in recently concluded similar agreements.

*Paragraph 5:* We agree to your proposal for the text of the "settlement of disputes".

Looking forward to your reaction,

(Signed) Marcel van der Kolck  
First Secretary

## V

### LETTER FROM THE UNITED NATIONS

1 September 1993

This is to acknowledge the receipt of your letter dated 30 August 1993, relating to a study tour of the Committee on Human Settlements of the Economic Commission for Europe, to be held in the Netherlands from 24 to 30 September 1993.

The United Nations can accept your proposal concerning *paragraph 2* of the letter dated 8 June 1993, which the Director-General addressed to the Permanent Representative of the Netherlands, reading as follows (as amended):

"... and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand, except in cases of gross negligence or wilful misconduct by personnel of the United Nations."

As far as your proposal to delete subparagraph (c) of *paragraph 4* of the letter referred to above is concerned, I can inform you that the Office of Legal Affairs has accepted that deletion on an exceptional basis.

I note that you agree to the text of the settlement of disputes clause proposed in my letter of 6 August which will replace therefore the text of *paragraph 5* of the Director-General's letter.

As we now seem to agree on a common text, I suggest that the Permanent Representative of the Netherlands replies to the letter of the Director-General, repeating the proposed (and already accepted) amendments, so that his reply and the letter of 8 June constitute a formal agreement between the United Nations and the Government of the Netherlands on the arrangements for the study tour.

(Signed) Meike NOLL-WAGENFELD  
Senior Legal Officer

## VI

### LETTER FROM THE PERMANENT MISSION OF THE KINGDOM OF THE NETHERLANDS TO THE OFFICE OF THE UNITED NATIONS AND OTHER INTERNATIONAL ORGANIZATIONS AT GENEVA

17 September 1993

With regard to the study tour of the Economic Commission for Europe, to be held in the Netherlands from 24 to 30 September 1993, I have the honour to acknowledge the following:

- (a) Your letters of 19 March 1993 (draft) and 8 June 1993;
- (b) A letter from the Permanent Mission of the Kingdom of the Netherlands of 11 June 1993, being a reply to your letter mentioned under (a);
- (c) A letter from Ms. Noll-Wagenfeld, of 6 August 1993, being a reply to the letter mentioned under (b);
- (d) A letter from the Permanent Mission of the Kingdom of the Netherlands of 30 August 1993, being a reply to the letter mentioned under (c);
- (e) A letter from Ms. Noll-Wagenfeld of 1 September 1993, being a reply to the letter mentioned under (d).

...

I have the honour to inform you that my Government is prepared to host the study tour in question. My Government agrees that the above-mentioned letters and this reply together constitute an Agreement between the Government of the Kingdom of the Netherlands and the United Nations, which enters into force on the date of receipt of this reply and shall remain in force for the duration of the study tour and for such additional period as is necessary for its preparation and winding up, the total duration of this Agreement, however, not to exceed one year.

(Signed) Johan F. Boddens HOSANG  
Ambassador, Permanent Representative

(23) Agreement between the United Nations and the Government of Eritrea relating to the Establishment in Eritrea of a United Nations Integrated Office.<sup>57</sup> Signed at New York on 30 September 1993

*Whereas* the Government of Eritrea expresses its interest that the United Nations establishes an Integrated Office in Eritrea with a view to supporting and supplementing the national efforts in solving the most important problems of economic development and promoting social progress and better standard of life;

*Whereas* the Government of Eritrea agrees to ensure the availability of all the necessary facilities to enable the United Nations Integrated Office to perform fully and effectively its functions, including its scheduled programmes of work and any related activities, and to fulfil its purposes in cooperation and harmony with the Government and people of Eritrea;

*Whereas* the Government of Eritrea agrees to apply to the United Nations Integrated Office, the United Nations agencies, programmes and funds forming part of the Office and to the officials of the United Nations, including those of the said agencies, programmes and funds, the relevant provisions of the Convention on the Privileges and Immunities of the United Nations;

*Whereas* the Parties wish to conclude an Agreement with a view to regulating questions arising from the establishment in Eritrea of the United Nations Office, as an Integrated Office of the United Nations and the United Nations agencies, programmes and funds;

*Now, therefore*, the Parties hereto, in a spirit of friendly cooperation, have agreed as follows:



## Article I

### Definitions

For the purpose of the present Agreement, the following definitions shall apply:

(a) "United Nations Integrated Office" or "Office" means the United Nations Integrated Office, an organizational unit through which the United Nations provides assistance and cooperation in programmes in the country. This term includes any field sub-offices established in the country by the United Nations including its agencies, programmes and funds;

(b) "The Government" means the Government of Eritrea;

(c) "The United Nations" means the United Nations, an international intergovernmental Organization established under the Charter of the United Nations, and includes the various agencies, programmes and funds of the United Nations, *inter alia*, UNDP, UNICEF, UNHCR, UNEP, UNFPA, WFP, UNDCP;

(d) "The appropriate authorities" means central, local and other competent authorities under the law of Eritrea;

(e) "Convention" means the Convention on the Privileges and Immunities of the United Nations<sup>58</sup> adopted by the General Assembly of the United Nations on 13 February 1946;

(f) "Parties" means the United Nations and the Government of Eritrea;

(g) "Head of the Office" means the official in charge of the United Nations Integrated Office;

(h) "Officials of the United Nations" means the Head of the United Nations Integrated Office, the representatives of the United Nations agencies, programmes and funds, all members of their staff and any other staff members of the United Nations system, irrespective of nationality, employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided for in United Nations General Assembly resolution 76 (I) of 7 December 1946;

(i) "Experts on mission" means individuals, other than officials of the United Nations or persons performing services on behalf of the United Nations, undertaking missions, coming within the scope of articles VI and VII of the Convention;

(j) "Persons performing services on behalf of the United Nations" means individual contractors, other than officials of the United Nations, to execute or assist in the carrying out of its programmes or other related activities;

(k) "UNDP" means the United Nations Development Programme established pursuant to General Assembly resolutions 2029 (XX) of 22 November 1965 and 2688 (XXV) of 11 December 1970;

(l) "UNICEF" means the United Nations Children's Fund established pursuant to General Assembly resolution 57 (I) of 11 December 1946;

(m) "UNHCR" means the United Nations High Commissioner for Refugees established pursuant to General Assembly resolutions 319 (IV) of 3 December 1949 and 428 (V) of 14 December 1950;

(n) "UNEP" means the United Nations Environment Programme established pursuant to General Assembly resolution 2997 (XXVII) of 15 December 1972;

(o) "UNFPA" means the United Nations Population Fund established pursuant to General Assembly resolutions 2211 (XXI) of 17 December 1966, 2815 (XXVI) of 14 December 1971, 3019 (XXVII) of 18 December 1972 and 34/104 of 14 December 1979, and Economic and Social Council resolution 1763 (LIV) of 18 May 1973;

(p) "WFP" means the World Food Programme established pursuant to General Assembly resolution 1714 (XVI) of 19 December 1961 and FAO Conference resolution 1/61 of 24 November 1961;

(q) "UNDCP" means the United Nations International Drug Control Programme established pursuant to General Assembly resolution 45/179 of 21 December 1990;

(r) "Office premises" means all the premises occupied by the Office or field sub-offices, including installations and facilities made available to or occupied, maintained or used by the United Nations in Eritrea and notified as such to the Government;

(s) "Organization" means the United Nations;

(t) "Country" means Eritrea.

## *Article II*

### *Purpose and scope of activities*

The Office shall:

(a) Cooperate with the Government in programmes of assistance aimed at promoting economic development and social progress, and providing humanitarian assistance, through, *inter alia*, carrying out economic and social studies and research, technical cooperation, the training of personnel and dissemination of information;

(b) Coordinate the work in the country of the United Nations and the United Nations agencies, programmes and funds, in accordance with the relevant resolutions, decisions, regulations, rules, mandates and policies of the United Nations including its agencies, programmes and funds;

(c) Carry out such other activities as may be entrusted to the Office by the Secretary-General of the United Nations.

## *Article III*

### *Juridical personality and legal capacity*

The United Nations and its agencies, programmes and funds shall have the capacity:

(a) To contract;

(b) To acquire and dispose of movable and immovable property;

(c) To institute legal proceedings.

## *Article IV*

### *Application of the Convention*

The Convention shall be applicable to the United Nations, the Office, and the United Nations agencies, programmes and funds, their property, funds and assets, and to officials of the United Nations and experts on mission in the country.

## *Article V*

### *Status of the Office*

1. The United Nations shall establish and maintain an Office in Eritrea for the purpose of discharging its activities in accordance with the present Agreement, or any other supplemental agreements as may be concluded, pursuant to article XVIII of the present Agreement, between the Government and the United Nations agencies, programmes and funds under their mandates, for the formulation and execution of the United Nations operational activities for economic and social development, and humanitarian assistance in the country.

2. The United Nations, the Office, and the United Nations agencies, programmes and funds, their property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case the United Nations has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

3. (a) The premises of the Office shall be inviolable. The property and assets of the United Nations, the Office, and the United Nations agencies, programmes and funds, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action;

(b) The appropriate authorities shall not enter the Office premises to perform any official duties, except with the express consent of the Head of the Office and under conditions agreed to by him or her.

4. The appropriate authorities shall exercise due diligence to ensure the security and protection of the Office, and to ensure that the tranquillity of the Office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

5. The archives of the United Nations, the Office, and the United Nations agencies, programmes and funds, as well as in general all documents belonging to the United Nations, the Office, and the United Nations agencies, programmes and funds, wherever located and by whomsoever held, shall be inviolable.

## *Article VI*

### *Funds, assets and other property*

1. Without being restricted by financial controls, regulations or moratoriums of any kind, the United Nations, the Office, and the United Nations agencies, programmes and funds:

(a) May hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by the United Nations, the Office, and the United Nations agencies, programmes and funds into any other currency;

(b) Shall be free to transfer their funds, gold or currency from one country to another or within the country, to other organizations or agencies of the United Nations system;

(c) Shall be accorded the most favourable legally available rate of exchange for their financial transactions.

2. The United Nations, the Office, and the United Nations agencies, programmes and funds, and their assets, income and other property, shall:

(a) Be exempt from all direct taxes, value-added tax, fees, tolls or duties; it is understood, however, that the United Nations, the Office, and the United Nations agencies, programmes and funds will not claim exemption from taxes which are, in fact, no more than charges for public utility services, rendered by the Government or by a corporation under government regulations, at a fixed rate according to the amount of services rendered and which can be specifically identified, described or itemized;

(b) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the United Nations, the Office, and the United Nations agencies, programmes and funds for their official use. It is understood, however, that articles imported under such exemptions will not be sold in the country into which they were imported except under conditions agreed with the Government;

(c) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of their publications.

## *Article VII*

### *Officials of the United Nations*

1. Officials of the United Nations shall:

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with the United Nations;

(b) Be exempt from taxation on the salaries and emoluments paid to them by the United Nations;

(c) Be immune from national service obligations;

(d) Be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;

(e) Be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable ranks forming part of diplomatic missions accredited to the Government;

(f) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;

(g) Have the right to import free of duty their furniture, personal effects and all household appliances, at the time of first taking up their post in the country.

2. The Head of the Office and the representatives of the United Nations agencies, programmes and funds, and the other senior officials as may be agreed between the United Nations and the Government, shall enjoy the same privileges and immunities accorded by the Government to members of diplomatic missions of comparable ranks. For this purpose, the names of the Head of the Office, the representatives of the United Nations agencies, programmes and funds and the other senior officials may be incorporated in the diplomatic list.

3. Internationally recruited officials of the United Nations shall also be entitled to the following facilities:

(a) To import free of custom and excise duties limited quantities of certain articles intended for personal consumption in accordance with existing government regulations;

(b) To import a motor vehicle free of customs and excise duties, including value-added tax, in accordance with existing government regulations applicable to members of diplomatic missions of comparable ranks.

### *Article VIII*

#### *Experts on mission*

1. Experts on mission shall be granted the privileges and immunities and facilities as specified in article VI, sections 22 and 23, and article VII, section 26, of the Convention.

2. Experts on mission may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.

### *Article IX*

#### *Persons performing services on behalf of the United Nations*

1. Persons performing services on behalf of the United Nations shall:

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in carrying out United Nations programmes and other related activities under the Agreement. Such immunity shall continue to be accorded after termination of employment with the United Nations;

(b) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys.

2. For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services on behalf of the United Nations may be accorded such other privileges, immunities and facilities as specified in articles VII and VIII above, as may be agreed upon between the Parties.

## *Article X*

### *Locally recruited personnel assigned to hourly rates*

Locally recruited personnel shall be accorded all facilities necessary for the independent exercise of their functions for the United Nations. The terms and conditions of employment for persons recruited locally and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations.

## *Article XI*

### *Waiver of privileges and immunities*

The privileges and immunities accorded under the present Agreement are granted in the interests of the United Nations, and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the right and the duty to waive the immunity of any individual referred to in articles VII, VIII and IX in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations.

## *Article XII*

### *Access facilities*

1. Officials of the United Nations, experts on mission and persons performing services on behalf of the United Nations shall be entitled to:

(a) Prompt clearance and issuance, free of charge, of visas, licences or permits, where required;

(b) Unimpeded access to or from the country, and within the country, to all sites of cooperation activities, to the extent necessary for the implementation of programmes of cooperation.

## *Article XIII*

### *Government contribution*

1. The Government shall provide the United Nations, as mutually agreed upon and to the extent possible, appropriate office premises for the Office, alone or in conjunction with the United Nations system organizations, and/or a plot of land for construction of United Nations common premises on the basis of a Land Agreement to be concluded between the Government and the United Nations.

2. The Government shall also assist the United Nations:

(a) In the location and/or in the provision of suitable housing accommodation for internationally recruited officials of the United Nations, experts on mission and persons performing services on behalf of the United Nations;

(b) In the installation and supply of utility services, such as water, electricity, sewerage, fire protection services and other services, for the Office premises.

## *Article XIV*

### *Facilities in respect of communications*

1. The United Nations, the Office, and the United Nations agencies, programmes and funds shall enjoy, in respect of their official communications, treatment not less favourable than that accorded by the Government to any diplomatic mission in matters of establishment and operation, priorities, tariffs, charges on mail and cablegrams and on teleprinter, facsimile, telephone and other communications, as well as rates for information to the press and radio.

2. No official correspondence or other communication of the United Nations, the Office, and the United Nations agencies, programmes and funds shall be subject to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications as may be agreed upon between the Parties. The United Nations, the Office, and the United Nations agencies, programmes and funds shall be entitled to use codes and to dispatch and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.

3. The United Nations, the Office, and the United Nations agencies, programmes and funds shall have the right to operate radio and other telecommunication equipment on United Nations-registered frequencies and those allocated by the Government between their offices, within and outside the country, and in particular with United Nations Headquarters in New York, Vienna and Geneva.

## *Article XV*

### *United Nations flag, emblem and markings*

The United Nations may display its flag and/or emblem on its Office premises, official vehicles and otherwise as agreed to between the Parties. Vehicles, vessels and aircraft of the United Nations shall carry a distinctive United Nations emblem or markings, which shall be notified to the Government.

## *Article XVI*

### *Notification*

The Office shall notify the Government of the names and categories of its officials, experts on mission and persons performing services and locally recruited personnel, and of any change in their status.

## *Article XVII*

### *Identification*

1. The Government shall, at the request of the Head of the Office, issue to each official of the United Nations, expert on mission and person performing services under this Agreement, as may be necessary, appropriate certificates for their identity.

2. Upon demand of an authorized official of the Government, persons referred to in paragraph 1 above shall be required to present, but not to surrender, their certificates of identity.

3. The Office shall, upon termination of employment or reassignment of its personnel, ensure that all certificates of identity are returned promptly to the Government.

### *Article XVIII*

#### *Supplemental agreements*

1. UNDP, UNICEF, UNHCR, UNEP, UNFPA, WFP, UNDCP and other United Nations agencies, programmes and funds may conclude with the Government supplemental agreements, which shall constitute an integral part of this Agreement, concerning conditions under which they shall assist the Government in carrying out their tasks and projects within their respective mandates.

2. The United Nations and the Government may enter into any other supplemental agreement as both Parties may deem appropriate.

### *Article XIX*

#### *Claims against the United Nations*

1. The United Nations cooperation in programmes under the present Agreement, or any other supplemental agreement, is provided for the benefit of the Government and people of the country and, therefore, the Government shall bear all the risks of the operations under the present Agreement.

2. The Government shall, in particular, be responsible for dealing with all claims arising from or directly attributable to the operations under the present Agreement, or any other supplemental agreement, that may be brought by third parties against the United Nations, its officials, experts on mission and persons performing services on behalf of the United Nations and shall, in respect of such claims, indemnify and hold them harmless, except where the Government and the United Nations agree that the particular claim or liability was caused by gross negligence or wilful misconduct.

### *Article XX*

#### *Settlement of disputes*

Any dispute between the United Nations and the Government relating to the interpretation and application of the present Agreement, or any other supplemental agreement, which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has



not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

### *Article XXI*

#### *Entry into force*

This Agreement shall enter into force upon signature by the duly authorized representatives of the United Nations and the Government.

### *Article XXII*

#### *Termination*

The present Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement. The Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of United Nations activities, and the resolution of any dispute between the Parties.

- (24) Agreement between the United Nations and the Government of Indonesia regarding arrangements for the Second Asian and Pacific Ministerial Conference on Women in Development at the United Nations Economic and Social Commission for Asia and the Pacific.<sup>59</sup> Signed at Bangkok on 7 October 1993

*Whereas* at its forty-seventh session held from 1 to 10 April 1991 in Seoul the Government of the Republic of Indonesia (the "Government") offered to hold the Second Asian and Pacific Ministerial Conference on Women in Development (the "Conference") in Indonesia and ESCAP confirmed its acceptance of the Government's offer,

*Whereas* the General Assembly of the United Nations, by section I, paragraph 5, of its resolution 40/243 of 18 December 1985, decided that sessions of United Nations bodies may be held away from their established headquarters when the Government issuing the invitation for a session to be held within its territory has agreed to defray, after consultations with the Secretary-General of the United Nations as to their nature and possible extent, the actual additional costs directly or indirectly incurred,

*Now therefore*, the United Nations and the Government hereby agree as follows:

### *Article I*

#### *Date and place of the Conference*

The Conference shall be held at Jakarta, from 7 to 14 June 1994.

...

## *Article X*

### *Liability*

1. The Government shall be responsible for dealing with any action, claim or other demand against the United Nations and its officials arising out of:

(a) Injury to persons or damage to or loss of property in the premises referred to in article III that are provided by or are under the control of the Government;

(b) Injury to persons or damage to or loss of property caused by, or incurred in using, the transport services referred to in article VI that are provided by or are under the control of the Government;

(c) The employment for the Conference of the personnel provided by the Government under article VIII.

2. The Government shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand.

## *Article XI*

### *Privileges and immunities*

1. The provisions of the Convention on the Privileges and Immunities of the United Nations<sup>60</sup> and the Convention on the Privileges and Immunities of the Specialized Agencies<sup>61</sup> shall be applicable in respect of the Conference. Representatives of States Members of the United Nations and of the specialized agencies and officials of the United Nations or of the specialized agencies shall enjoy the relevant privileges and immunities specified in those Conventions. Other participants invited by the United Nations to the Conference shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention on the Privileges and Immunities of the United Nations.

2. Without prejudice to the provisions of the preceding paragraph, the Government of Indonesia shall accord to all participants any other privileges, immunities and facilities as are necessary for the independent exercise of their functions in connection with the Conference.

3. The Government of Indonesia will facilitate the entry into and exit from Indonesia of all participants invited by the United Nations, and no impediment shall be imposed on their transit to and from the Conference area. Visas and entry permits, where required, will be granted as speedily as possible and free of charge. Arrangements shall also be made to ensure that visas for the duration of the Conference are delivered to participants on their arrival if they were unable to obtain them prior to their arrival.

4. For the purpose of the Convention on the Privileges and Immunities of the United Nations, the conference premises specified in article III, paragraph 1, above shall be deemed to constitute premises of the United Nations in the sense of section 3 of the Convention and access thereto shall be subject to the authority and control of the United Nations. The premises shall be inviolable for the duration of the Conference, including the preparatory stage and the winding up.

5. All persons referred to in article II above shall have the right to take out of the Republic of Indonesia at the time of their departure, without any restriction, any unexpended portions of the funds they brought into the Republic of Indonesia in connection with the Conference and to reconvert any such funds at the rate at which they had originally been converted.

6. The Government shall allow without delay the temporary importation, tax-free and duty-free, of all equipment, including technical equipment accompanying representatives of information media, and shall waive import duties and taxes on supplies necessary for the Conference, provided that such equipment items are re-exported from Indonesia at the end of the Conference or within such a period as may be agreed upon.

(25) Exchange of letters constituting an agreement between the United Nations and the Government of Israel on the arrangements regarding the Seminar on Safety of Young and Novice Drivers, and the session of the Working Party on Road Traffic Safety, of the Economic Commission for Europe, to be held at Tel Aviv from 10 to 12 and 13 to 15 October 1993, respectively.<sup>62</sup> Geneva, 8 and 11 October 1993

## I

### LETTER FROM THE UNITED NATIONS

8 October

I have the honour to give you below the text of arrangements between the United Nations and the Government of Israel (hereinafter referred to as "the Government") in connection with the Seminar on Safety of Young and Novice Drivers, and the session of the Working Party on Road Traffic Safety, of the Economic Commission for Europe, to be held, at the invitation of the Government, at Tel Aviv from 10 to 12 and 13 to 15 October 1993, respectively.

...

4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to person or damage to property in conference or office premises provided for the Seminar and Session; (ii) the transportation provided by the Government; and (iii) the employment for the Seminar and Session of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand, except in cases of gross negligence or wilful misconduct of these officials or persons.

5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations,<sup>63</sup> to which Israel is a party, shall be applicable to the Seminar and Session.

(a) The participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in con-

nection with the Seminar and Session shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Seminar and Session shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Seminar and Session;

(c) All participants and all persons performing functions in connection with the Seminar and Session shall have the right of unimpeded entry into and exit from Israel. Visas and entry permits, where required, shall be granted promptly and free of charge.

6. The rooms, offices and related localities and facilities put at the disposal of the Seminar and Session by the Government shall be the Seminar and Session area which will constitute United Nations Premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

7. The Government shall notify the local authorities of the convening of the Seminar and Session and request appropriate protection.

8. Any dispute concerning the interpretation or implementation of these arrangements, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, will, unless the parties agree otherwise, be submitted to a tribunal of three arbitrators, one of whom will be appointed by the Secretary-General of the United Nations, one by the Government and the third, who will be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not, within three months of the appointment or nomination of the second one of them, appoint the Chairman, then such arbitrator will be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal will adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance will be final and, even if rendered in default of one of the parties, be binding on both of them.

9. These arrangements will also apply to the study visits which are being organized in conjunction with the Seminar.

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of Israel which shall enter into force on the date of your reply and shall remain in force for the duration of the Seminar and Session and for such additional period as is necessary for its preparation and winding up.

(Signed) Vladimir PETROVSKY  
Director-General  
United Nations Office at Geneva

## II

### LETTER FROM THE PERMANENT MISSION OF ISRAEL TO THE UNITED NATIONS OFFICE AT GENEVA

11 October 1993

I am pleased to confirm your letter of 8 October concerning the arrangements between the United Nations and the Government of Israel regarding the Seminar on Safety of Young and Novice Drivers, and the session of the Working Party on Road Safety, of the Economic Commission for Europe, to be held at Tel Aviv respectively from 10 to 12 and 13 to 15 October 1993.

(Signed) Itzhak LIOR  
Ambassador, Permanent Representative

- (26) Cooperation Service Agreement between the United Nations and the Government of the Kingdom of Norway.<sup>64</sup> Signed at Geneva on 15 October 1993

*Whereas* the United Nations Security Council in its resolution 780 (1992) has requested the Secretary-General to establish an impartial Commission of Experts (hereinafter referred to as "the Commission") to examine and analyse the information submitted pursuant to its resolutions 771 (1992) and 780 (1992) with a view to providing the Secretary-General with its conclusions on the evidence of grave breaches of the Geneva Conventions and other violations of international humanitarian law committed in the territory of the former Yugoslavia;

*Whereas* the Commission has determined that an investigative team would be useful to conduct on-site investigations and other special services as may be determined by the Commission;

*And whereas* the Government of the Kingdom of Norway (hereinafter referred to as "the Government") has expressed its willingness to make available one legal expert to assist the Commission in such on-site investigations or in any other of its activities as the Commission selects;

*Now therefore* the United Nations and the Government of the Kingdom of Norway (hereinafter referred to as "the Parties") agree as follows:

#### *Article I*

##### *Entry into force; duration*

This Agreement shall enter into force on the date of its signature by the Parties and shall expire on 1 January 1994. This Agreement may be extended for a further period as may be agreed upon between the Parties, but shall in any event terminate upon the conclusion of the work of the Commission.

## *Article II*

### *Purpose of the Agreement*

The Government hereby agrees to make available for the duration and purposes of this Agreement one legal expert ("the Expert") who shall perform the functions specified in the Annex hereto.

## *Article III*

### *Obligations of the Expert*

The Government agrees to the terms and obligations specified below, and shall accordingly ensure that the Expert performing services under this Agreement comply with these obligations:

(a) The Expert shall function under the general supervision and control of the Commission;

(b) The Expert shall perform his or her duties in full compliance with the mandate of the Commission;

(c) The Expert shall not seek nor accept instructions regarding the services performed or to be performed under this Agreement from any Government or from any authority external to the United Nations;

(d) The Expert shall refrain from any conduct which would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the mandate of the Commission;

(e) The Expert shall exercise the utmost discretion in all matters relating to his or her functions and shall not communicate, at any time, without the authorization of the United Nations, to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to him or her by reason of work with the Commission. The Expert shall not use any such information, except for the purposes of the Commission, without the authorization of the United Nations, and, in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of this Agreement;

(f) The Expert shall sign an undertaking in accordance with the exhibit attached to this Agreement.

## *Article IV*

### *Legal status of Expert*

1. The Expert shall not be considered in any respect as being an official or a staff member of the United Nations, but he shall have the legal status of expert on mission in accordance with section 22 of article VI of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.<sup>65</sup>

2. The Expert may be issued a United Nations certificate in case of travel on the business of the United Nations in accordance with section 26 of article VII of the Convention.

3. The Secretary-General of the United Nations shall have the right and duty to waive the immunity of the Expert in any case where, in his opinion, the immunity would impede the course of justice.

#### *Article V*

##### *Obligations of the Government*

The Government undertakes to finance all costs connected with making the services of the Expert available at the headquarters of the Commission.

#### *Article VI*

##### *Obligations of the United Nations*

The United Nations shall provide, through the United Nations Protection Force (UNPROFOR), such protection as is required by the Expert in the performance of his functions.

#### *Article VII*

##### *Copyright*

The United Nations shall have the copyright in any findings contained in any reports submitted by the Expert to the Commission and in any working papers and other documents prepared by the Expert in connection with services provided under this Agreement. Under no circumstances shall the contents of such reports and documents be published or otherwise made known by the Expert to any institution, person, Government or other authority external to the United Nations without the written consent of the United Nations.

#### *Article VIII*

##### *Financial arrangements*

1. The Government undertakes to finance all costs in connection with the services of the Expert, including the cost of travel from and return to Norway upon completion of his services under this Agreement and also the cost of any travel, while on official business of the United Nations.

2. The Government shall ensure that the employer of the Expert has obtained for him adequate medical and life insurance coverage, as well as insurance coverage for service-incurred illness, disability or death.

3. The United Nations does not accept any liability for claims for compensation in respect of illness, injury or death arising out of or related to the provision of services under this Agreement unless such illness, injury or death resulted from negligence or wilful conduct on the part of the United Nations.

#### *Article IX*

##### *Settlement of disputes*

Any dispute, controversy or claim arising out of or relating to this Agreement which is not settled by negotiation or other mutually agreed mode of settle-

ment shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

## *Article X*

### *Privileges and immunities*

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any privileges or immunities of the United Nations.

## *Article XI*

### *Termination*

This Agreement may be terminated by one month's notice on the part of either Party, by letter addressed to the other Party.

- (27) Agreement between the United Nations and the Government of the Republic of Rwanda on the Status of the United Nations Assistance Mission for Rwanda.<sup>66</sup> Signed at New York on 5 November 1993

## **I. DEFINITIONS**

1. For the purpose of the present Agreement, the following definitions shall apply:

(a) "UNAMIR" means the United Nations Assistance Mission for Rwanda established pursuant to Security Council resolution 872 (1993) of 5 October 1993, and entrusted with the mandate set forth in that resolution, on the basis of recommendations contained in the report of the Secretary-General on Rwanda of 24 September 1993 (S/26488). UNAMIR shall consist of:

- (i) The "Special Representative" appointed by the Secretary-General of the United Nations. Any reference to the Special Representative in this Agreement shall, except in paragraph 24 below, include any member of UNAMIR to whom he delegates a specified function or authority;
- (ii) A "civilian section" composed of United Nations officials and of other persons assigned by the Secretary-General to assist the Permanent Representative or contributed to UNAMIR by participating States;
- (iii) A "military section" composed of military and civilian personnel assigned by participating States to serve as part of UNAMIR;



(b) "Member of UNAMIR" means any member of the civilian or military section but unless specifically stated otherwise does not include locally recruited personnel;

(c) "Participating State" means a State contributing personnel to any of the above-mentioned sections of UNAMIR;

(d) "Government" means the Government of the Rwandese Republic;

(e) "Territory" means the territory of the Rwandese Republic;

(f) "Convention" means the Convention on the Privileges and Immunities of the United Nations<sup>67</sup> adopted by the General Assembly of the United Nations on 13 February 1946.

## II. APPLICATION OF THIS AGREEMENT

2. Unless specifically provided otherwise, the provisions of this Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to UNAMIR or any member thereof apply throughout the territory.

## III. APPLICATION OF THE CONVENTION

3. UNAMIR and its members, together with its property, funds and assets, shall enjoy the privileges and immunities specified in this Agreement as well as those provided for in the Convention, to which Rwanda is a party.

4. Article II of the Convention, which applies to UNAMIR, shall also apply to the property, funds and assets of participating States used in connection with the Mission.

## IV. STATUS OF UNAMIR

5. UNAMIR and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of this Agreement. They shall respect all local laws and regulations. The Special Representative shall take all appropriate measures to ensure the observance of those obligations.

6. The Government shall respect the exclusively international nature of UNAMIR and ensure that appropriate measures are taken to protect the security of the Mission and the personnel thereof.

7. Without prejudice to the mandate of UNAMIR and its international status:

(a) The United Nations shall ensure that UNAMIR carried out its operations in Rwanda in a manner fully consistent with the principles and spirit of the general conventions applicable to the conduct of military personnel. The relevant instruments include the four Geneva Conventions of 12 August 1949<sup>68</sup> and the additional Protocols thereto of 8 June 1977,<sup>69</sup> (and the UNESCO Convention for the Protection of Cultural Property in the event of Armed Conflict of 14 May 1954;<sup>70</sup>

(b) The Government undertakes to treat the military personnel of UNAMIR at all times in a manner fully consistent with the principles and spirit of general conventions applicable to the conduct of military personnel. The

relevant instruments include the four Geneva Conventions of 12 August 1949 and the additional protocols thereto of 8 June 1977.

UNAMIR and the Government shall therefore ensure that the members of their respective military sections are made duly aware of the principles and spirit of the aforementioned international instruments.

#### *United Nations flag and vehicle markings*

8. The Government recognizes the right of UNAMIR to display within Rwanda the United Nations flag on its headquarters, camps or other premises, vehicles, vessels and otherwise as decided by the Special Representative. Other pennants may be displayed only in exceptional cases. In these cases, UNAMIR shall give sympathetic consideration to observations or requests of the Government.

9. Vehicles, vessels and aircraft of UNAMIR shall carry a distinctive United Nations identification, which shall be notified to the Government.

#### *Communications*

10. UNAMIR shall enjoy the facilities in respect to communications provided in article III of the Convention and shall, in coordination with the Government, use such facilities as may be required for the performance of its task. Issues with respect to communications which may arise and which are not specifically provided for in this Agreement shall be dealt with pursuant to the relevant provisions of the Convention.

11. Subject to the provisions of paragraph 10:

(a) UNAMIR shall have authority to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory with each other and with United Nations offices in other countries, and to exchange traffic with the United Nations global telecommunications network. The telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations, and the frequencies on which any such station may be operated shall be decided upon in cooperation with the Government and shall be communicated by the United Nations to the International Frequency Registration Board;

(b) UNAMIR shall enjoy, within the territory, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between its premises, including the laying of cables and landlines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio will operate shall be decided upon in cooperation with the Government. It is understood that connections with the local system of telegraphs, telex and telephones may be made only after consultation and in accordance with arrangements with the Government, it being further understood that the use of the local system of telegraphs, telex and telephones will be charged at the most favourable rate;

(c) UNAMIR may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from its members. The Government shall be informed of the nature of such arrange-

ments and shall not interfere with or apply censorship to the mail of the Mission or its members. In the event that postal arrangements applying to private mail of members of the Mission are extended to transfer of currency or the transport of packages and parcels, the conditions under which such operations are conducted shall be agreed with the Government.

### *Travel and transport*

12. UNAMIR and its members shall enjoy, together with its vehicles, vessels, aircraft and equipment, freedom of movement throughout the territory. That freedom shall, with respect to large movements of personnel, stores or vehicles through airports or on railways or roads used for general traffic within Rwanda, be coordinated with the Government. The Government undertakes to supply the Mission, where necessary, with maps and other information, including locations of mine fields and other dangers and impediments, which may be useful in facilitating its movements.

13. Vehicles, including all military vehicles, vessels and aircraft, of UNAMIR shall not be subject to registration or licensing by the Government, provided that all such vehicles shall carry the third party insurance required by relevant legislation.

14. UNAMIR may use roads, bridges, canals and other waters, port facilities and airfields without the payment of dues, tolls or charges, including wharfage charges. However, UNAMIR will not claim exemption from charges which are in fact charges for services rendered.

### *Privileges and immunities of UNAMIR*

15. UNAMIR, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations in accordance with the Convention. The provision of article II of the Convention which applies to UNAMIR shall also apply to the property, funds and assets of participating States used in Rwanda in connection with the national contingents serving in the Mission, as provided for in paragraph 4 of this Agreement. The Government recognizes the right of UNAMIR in particular:

(a) To import, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of the Mission or for resale in the commissaries provided for hereinafter;

(b) To establish, maintain and operate commissaries at its headquarters, camps and posts for the benefit of the members of the Mission, but not of locally recruited personnel. Such commissaries may provide goods of a consumable nature and other articles to be specified in advance. The Special Representative shall take all necessary measures to prevent abuse of such commissaries and the sale or resale of such goods to persons other than members of the Mission, and he shall give sympathetic consideration to observations or requests of the Government concerning the operation of the commissaries;

(c) To clear ex customs and excise warehouse, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of the Mission or for resale in the commissaries provided for above;

(d) To re-export or otherwise dispose of such equipment, as far as it is still usable, all unconsumed provisions, supplies and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of Rwanda or to an entity nominated by them.

To the end that such importation, clearances, transfer or exportation may be effected with the least possible delay, a mutually satisfactory procedure, including documentation, shall be agreed between UNAMIR and the Government at the earliest possible date.

## V. FACILITIES

### *Premises required for conducting the operational and administrative activities of UNAMIR and for accommodating members of the Mission*

16. The Government shall provide to UNAMIR as far as possible such areas for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of the Mission and for the accommodation of its members. Without prejudice to the fact that all such premises remain Rwandan territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations. Where United Nations troops are co-located with military personnel of the host country, a permanent, direct and immediate access by UNAMIR to those premises shall be guaranteed.

17. The Government undertakes to assist UNAMIR as far as possible in obtaining and making available water, electricity and other facilities at the most favourable rates, and in the case of interruption or threatened interruption of service, to give as far as is within its powers the same priority to the needs of the Mission as to essential government services. Amounts due by the Mission in this regard shall be settled on a basis to be agreed with the competent authorities. The Mission shall be responsible for the maintenance and upkeep of facilities so provided.

18. UNAMIR shall have the right, where necessary, to generate, within its premises, electricity for its use and to transmit and distribute such electricity.

19. The United Nations alone may consent to the entry of any government officials or of any other person not member of UNAMIR to such premises.

### *Provisions, supplies and services, and sanitary arrangements*

20. The Government undertakes to assist UNAMIR as far as possible in obtaining equipment, provisions, supplies and other goods and services from local sources required for its subsistence and operations. In making purchases on the local market, the Mission shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy. The Government shall exempt UNAMIR from general sales taxes in respect of all official local purchases.

21. UNAMIR and the Government shall cooperate with respect to sanitary services and shall extend to each other the fullest cooperation in matters

concerning health, particularly with respect to the control of communicable diseases, in accordance with international conventions.

### *Recruitment of local personnel*

22. UNAMIR may recruit locally such personnel as it requires. Upon the request of the Special Representative, the Government undertakes to facilitate the recruitment of qualified local staff by the Mission and to accelerate the process of such recruitment.

### *Currency*

23. The Government undertakes to make available to UNAMIR, against reimbursement in mutually acceptable currency, the amounts in Rwanda francs required for the use of the Mission, including the pay of its members, at the rate of exchange most favourable to the Mission.

## VI. STATUS OF MEMBERS OF UNAMIR

### *Privileges and immunities*

24. The Special Representative, the Commander of the military section of UNAMIR, the police commissioner commanding the United Nations civilian police unit, and such high-ranking members of the Special Representative's staff as may be agreed upon with the Government shall have the status specified in sections 19 and 27 of the Convention, provided that the privileges and immunities therein referred to shall be those accorded to diplomatic envoys by international law.

25. Other United Nations staff assigned to the civilian section to serve with UNAMIR remain officials of the United Nations entitled to the privileges and immunities of articles V and VII of the Convention.

26. Military observers, members of the civilian police and civilian personnel other than United Nations officials whose names are for the purpose notified to the Government by the Special Representative shall be considered as experts on mission within the meaning of article VI of the Convention.

27. Military personnel of national contingents assigned to the military section of UNAMIR shall have the privileges and immunities specifically provided for in this Agreement.

28. Unless otherwise specified in this Agreement, locally recruited members of UNAMIR shall enjoy the immunities concerning official acts and exemption from taxation and national service obligations provided for in section 18 (a), (b) and (c) of the Convention.

29. Members of UNAMIR shall be exempt from taxation on the pay and emoluments received from the United Nations or from a participating State and any income received from outside Rwanda. They shall also be exempt from all other direct taxes, except municipal rates for services, and from all registration fees and charges.

30. Members of UNAMIR shall have the right to import free of duty their personal effects in connection with their arrival in Rwanda. They shall be subject to the laws and regulations of Rwanda governing customs and foreign ex-

change with respect to personal property not required by them by reason of their presence in Rwanda with UNAMIR. Special facilities shall be granted by the Government for the speedy processing of entry and exit formalities for all members of UNAMIR, including the military section, upon prior written notification. On departure from Rwanda, members of UNAMIR may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Special Representative certifies were received in pay and emoluments from the United Nations or from a participating State and are a reasonable residue thereof. Special arrangements shall be made for the implementation of these provisions in the interests of the Government and the members of UNAMIR.

31. The Special Representative shall cooperate with the Government and shall render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of Rwanda by the members of UNAMIR, in accordance with the provisions of this Agreement.

#### *Entry, residence and departure*

32. The Special Representative and members of UNAMIR shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from Rwanda.

33. The Government undertakes to facilitate the entry into and departure from Rwanda of the Special Representative and members of UNAMIR and shall be kept informed of such movements. For that purpose, the Special Representative and members of UNAMIR shall be exempt from passport and visa regulations and immigration inspection and restrictions on entering into or departing from Rwanda. They shall also be exempt from any regulations governing the residence of aliens in Rwanda, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in Rwanda.

34. For the purpose of such entry or departure, members of UNAMIR shall only be required to have: (a) an individual or collective movement order issued by or under the authority of the Special Representative or any appropriate authority of a participating State; and (b) a personal identity card issued in accordance with paragraph 35 of this Agreement, except in the case of first entry, when the personal identity card issued by the appropriate authorities of a participating State shall be accepted in lieu of the said UNAMIR identity card.

#### *Identification*

35. The Special Representative shall issue to each member of UNAMIR before or as soon as possible after such member's first entry into Rwanda, as well as to all locally recruited personnel, a numbered identity card, which shall show full name, date of birth, title or rank, service (if appropriate) and photograph. Except as provided in paragraph 34 of this Agreement, such identity card shall be the only document required of a member of UNAMIR.

36. Members of UNAMIR as well as locally recruited personnel shall be required to present, but not to surrender, their UNAMIR identity cards upon demand of an appropriate official of the Government.

### *Uniforms and arms*

37. Military members of UNAMIR and the United Nations civilian police of UNAMIR shall wear, while performing official duties, the national military or police uniform of their respective States with standard United Nations accoutrements. United Nations Security Officers and Field Service Officers may wear the United Nations uniform. The wearing of civilian dress by the above-mentioned members of UNAMIR may be authorized by the Special Representative at other times. Military members and civilian police of UNAMIR and United Nations Security Officers designated by the Special Representative may possess and carry arms while on duty in accordance with their orders.

### *Permits and licences*

38. The Government agrees to accept as valid, without tax or fee, a permit or licence issued by the Special Representative for the operation by any member of UNAMIR, including locally recruited personnel, of any UNAMIR transport or communication equipment and for the practice of any profession or occupation in connection with the functioning of UNAMIR provided that no licence to drive a vehicle or pilot an aircraft shall be issued to any person who is not already in possession of an appropriate and valid licence.

39. Without prejudice to the provisions of paragraph 37, the Government further agrees to accept as valid, without tax or fee, a permit or licence issued by the Special Representative to a member of UNAMIR for the carrying or use of firearms or ammunition in connection with the functioning of UNAMIR.

### *Military police, arrest and transfer of custody, and mutual assistance*

40. The Special Representative shall take all appropriate measures to ensure the maintenance of discipline and good order among members of UNAMIR as well as locally recruited personnel. To this end, personnel designated by the Special Representative shall police the premises of UNAMIR and such areas where its members are deployed. Elsewhere such personnel shall be employed only subject to arrangements with the Government and in liaison with it in so far as such employment is necessary to maintain discipline and order among members of UNAMIR.

41. The military police of UNAMIR shall have the power of arrest over the military members of UNAMIR. Military personnel placed under arrest outside their own contingent areas shall be transferred to their contingent commander for appropriate disciplinary action. The personnel mentioned in paragraph 40 above may take into custody and other person on the premises of UNAMIR. Such other person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with any offence or disturbance on such premises.

42. Subject to the provisions of paragraphs 24 and 26, officials of the Government may take into custody any member of UNAMIR:

(a) When so requested by the Special Representative; or

(b) When such a member of UNAMIR is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any weapons or other item seized, to the

nearest appropriate representative of UNAMIR, whereafter the provisions of paragraph 47 shall apply *mutatis mutandis*.

43. When a person is taken into custody under paragraph 41 or paragraph 42 (b), UNAMIR or the Government, as the case may be, may make a preliminary interrogation but may not delay in the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further investigation.

44. UNAMIR and the Government shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return within the terms specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 41 to 43.

45. The Government shall ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to UNAMIR or its members which, if committed in relation to the forces of the Government, would have rendered such acts liable to prosecution.

### *Jurisdiction*

46. All members of UNAMIR, including locally recruited personnel, shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue even after they cease to be members of or employed by UNAMIR and after the expiration of the other provisions of this Agreement.

47. Should the Government consider that any member of UNAMIR has committed a criminal offence, it shall promptly inform the Special Representative and present to him any evidence available to it. Subject to the provisions of paragraph 24:

(a) If the accused person is a member of the civilian section or a civilian member of the military section, the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such agreement, the question shall be resolved as provided in paragraph 52 of this Agreement;

(b) Military members of the military section of UNAMIR shall be subject to the exclusive jurisdiction of their respective participating States in respect of any criminal offences that may be committed by them in Rwanda.

48. If any civil proceeding is instituted against a member of UNAMIR before any court of Rwanda, the Special Representative shall be notified immediately, and he shall certify to the court whether or not the proceeding is related to the official duties of such member:

(a) If the Special Representative certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 50 of this Agreement shall apply;

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. If the Special Represen-



tative certifies that a member of UNAMIR is unable because of official duties or authorized absence to protect his interests in the proceeding, the court shall at the defendant's request suspend the proceeding until the elimination of the disability, but not for more than 90 days. Property of a member of UNAMIR that is certified by the Special Representative to be needed by the defendant for the fulfilment of his official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of UNAMIR shall not be restricted in a civil proceeding, whether to enforce a judgement, decision or order, to compel an oath or for any other reason.

### *Deceased members*

49. The Special Representative shall have the right to take charge of and dispose of the body of a member of UNAMIR who dies in Rwanda, as well as the member's personal property located within Rwanda, in accordance with United Nations procedures.

## VII. SETTLEMENT OF DISPUTES

50. Except as provided in paragraph 52, any dispute or claim of a private law character to which UNAMIR or any member thereof is a party and over which the courts of Rwanda do not have jurisdiction because of any provision of this Agreement shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government, and a chairman jointly by the Secretary-General and the Government. If no agreement as to the chairman is reached within 30 days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the 30-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of 30 days after the creation of a vacancy), and all decisions shall require the approval of any two members. The awards of the commission shall be final and binding, unless the Secretary-General of the United Nations and the Government permit an appeal to a tribunal established in accordance with paragraph 52. The awards of the commission shall be notified to the parties and, if against a member of UNAMIR, the Special Representative or the Secretary-General of the United Nations shall use his best endeavours to ensure compliance.

51. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by the administrative procedures to be established by the Special Representative.

52. Any other dispute between UNAMIR and the Government, and any appeal that both of them agree to allow from the award of the claims commission established pursuant to paragraph 50 shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission shall apply,

*mutatis mutandis*, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.

53. All differences between the United Nations and the Government arising out of the interpretation or application of the present arrangements that involve a question of principle concerning the Convention shall be dealt with in accordance with the procedure of section 30 of the Convention.

#### VIII. SUPPLEMENTAL ARRANGEMENTS

54. The Special Representative and the Government may conclude supplemental arrangements to this Agreement.

#### IX. LIAISON

55. The Special Representative and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

#### X. MISCELLANEOUS PROVISIONS

56. Wherever this Agreement refers to the privileges, immunities and rights of UNAMIR and to the facilities that are to be provided to UNAMIR, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate Rwandan authorities.

57. This Agreement shall remain in force until the departure of the final element of UNAMIR from Rwanda, except that:

(a) The provisions of paragraphs 46, 52 and 53 shall remain in force;

(b) The provisions of paragraph 50 shall remain in force until all claims have been settled that arose prior to the termination of this Agreement and were submitted prior to or within three months of such termination.

DONE at New York on 5 November 1993, in duplicate in the French language.

- (28) Exchange of letters constituting an agreement between the United Nations and the Government of Tunisia concerning the Second International Workshop on National Institutions for the Promotion and Protection of Human Rights,<sup>71</sup> held at the invitation of the Government of Tunisia, at Tunis, from 13 to 17 December 1993. Geneva, 29 November and 7 December 1993

#### I

#### LETTER FROM THE UNITED NATIONS

29 November 1993

I have the honour to refer to your letter of 28 June 1993 informing me that Tunisia was willing to host the next meeting of national institutions for the promotion and protection of human rights; to my reply of 19 July; and to your

letter of 11 November 1993 confirming that the Tunisian authorities would cover some of the costs of that meeting.

Please find below the arrangements between the United Nations and the Government of Tunisia (hereinafter termed "the Government") for the second International Workshop on National Institutions for the Promotion and Protection of Human Rights, organized by the United Nations pursuant to Economic and Social Council decision 1992/233 of 20 July 1992, which, at the Government's invitation, will be held at Tunis from 13 to 17 December 1993.

...

6. The Government shall be responsible for dealing with any actions, complaints or other claims against the United Nations arising out of: (i) injury to persons or damage to or loss of property in the premises of the Workshop; (ii) the transport services provided by the Government; and (iii) the employment for the Workshop of the personnel whom the Government has provided or for whose recruitment it has made arrangements. The Government shall hold harmless the United Nations and its personnel in respect of any such action, complaint or other claim.

7. The Convention on the Privileges and Immunities of the United Nations of 13 February 1946,<sup>72</sup> to which Tunisia is a party, shall be applicable in respect of the Workshop. In particular:

(a) The participants shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under articles V and VII of the Convention.

(b) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all persons participating in or performing functions in connection with the Workshop shall enjoy such privileges and immunities, facilities and advantages as are necessary for the free exercise of their functions in connection with the Workshop.

(c) The personnel provided by the Government under this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Workshop.

(d) All participants and persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from Tunisia. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible.

8. The meeting room, office and other premises and facilities which the Government makes available for the Workshop shall constitute the conference area and shall be considered United Nations premises under the terms of article II, section 3, of the Convention of 13 February 1946.

...

If you accept the foregoing provisions, I have the honour to propose that this letter and your affirmative reply should constitute an Agreement between the Government of the Republic of Tunisia and the United Nations concerning the International Workshop on National Institutions for the Promotion and Protection of Human Rights, to be held at Tunis from 13 to 17 December 1993;

the Agreement shall come into force on the date of your reply and shall remain applicable for the duration of the aforesaid Workshop.

(Signed) Ibrahima FALL  
Under-Secretary-General for Human Rights

## II

### LETTER FROM THE PERMANENT MISSION OF TUNISIA TO THE UNITED NATIONS AND OTHER INTERNATIONAL ORGANIZATIONS AT GENEVA

7 December 1993

In reference to your letter of 29 November 1993 concerning the arrangements between the United Nations and Tunisia for the second International Workshop on National Institutions for the Promotion and Protection of Human Rights, to be held in Tunis from 13 to 17 December 1993, I have the honour to inform you that the Tunisian Government has no particular objection to this Agreement and consequently accepts the terms thereof.

(Signed) Mohamed ENNACEUR  
Ambassador, Permanent Representative

- (29) Agreement between the United Nations and the Government of South Africa concerning the Legal Status, Privileges and Immunities of the United Nations Observer Mission and its Personnel in South Africa.<sup>73</sup> Signed at Pretoria on 14 December 1993

#### *Preamble*

*Whereas* the Security Council, by its resolution 772 (1992) of 17 August 1992, authorized the Secretary-General to deploy, as a matter of urgency, United Nations observers in South Africa, in such a manner and in such numbers as he determines necessary to address effectively certain areas of concern which had been noted in his report on the question of South Africa (S/24389);

*Whereas* pursuant to the above-mentioned resolution and with the agreement of the South African Government and other concerned parties the United Nations Observer Mission in South Africa (hereinafter referred to as "UNOMSA") has been deployed to work in coordination with the structures set up under the National Peace Accord;

*Whereas* the Security Council, by the same resolution, called on the Government of South Africa, parties and organizations, and the structures set up under the National Peace Accord, to extend their full cooperation to the United Nations observers so as to enable them to carry out their tasks effectively;

*Whereas* the Charter of the United Nations provides in its Article 105, paragraph 1, that the United Nations shall enjoy in the territory of each of its Members such privileges and immunities as are necessary for the fulfilment of its purposes;

*Whereas* the Government of South Africa shall as is set out in this Agreement extend to the UNOMSA and its personnel in South Africa certain privi-

leges and immunities as embodied in the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946<sup>74</sup> and certain other privileges and immunities which might be extended to diplomatic missions, their premises and personnel in accordance with the South African Diplomatic Immunities and Privileges Act, 1989 (No. 74 of 1989);

The Parties now hereby agree as follows:

### *Article I. Definitions*

*Section 1.* For the purpose of this Agreement, the following definitions shall apply:

(a) "Charter" means Charter of the United Nations and Statute of the International Court of Justice;

(b) "UNOMSA" means the United Nations Observer Mission in South Africa established pursuant to Security Council resolution 772 (1992) of 17 August 1992 with the terms of reference as described in the report of the Secretary-General of 7 August 1992 (S/24389);

(c) "Secretary-General" means the chief administrative officer of the Organization as appointed by the General Assembly upon the recommendation of the Security Council;

(d) "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;

(e) "Resolution" means Security Council resolution 772 (1992) of 17 August 1992;

(f) "Report" means the report of the Secretary-General of 7 August 1992 (S/24389) on the question of South Africa;

(g) "South Africa" means the Republic of South Africa;

(h) "Government" means the Government of the Republic of South Africa and all competent local authorities;

(i) "Parties" means the United Nations and the Government;

(j) "Head of Mission" means the United Nations official in charge of the UNOMSA office in South Africa;

(k) "UNOMSA officials" means all members of the staff of UNOMSA employed under the Staff Rules and Regulations of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates as provided in General Assembly resolution 76 (I) of 7 December 1946;

(l) "Experts on Mission" means individuals undertaking missions for UNOMSA, other than UNOMSA officials or persons performing services on behalf of UNOMSA;

(m) "Persons performing services on behalf of UNOMSA" means natural and juridical persons and their employees, other than nationals of the host country, retained by UNOMSA to execute or assist in the carrying out of its tasks;

(n) "Senior official" means the Head, Deputy Head of Mission, and other officials as may be agreed;

(o) "UNOMSA Personnel" means UNOMSA officials, experts on mission and persons performing services on behalf of UNOMSA during the period of performance;

(p) "UNOMSA Office" means all offices or premises available to or occupied, maintained or used by the UNOMSA in South Africa for the purposes of carrying out its tasks in terms of resolution 772 (1992).

## *Article II. Purpose and scope of this Agreement*

*Section 2.* This Agreement embodies the basic principles and conditions under which the UNOMSA shall carry out its tasks. For this purpose, offices will be established and United Nations Observers will be deployed in South Africa in such a manner and in such numbers as the Secretary-General in consultation with the Government determines necessary to address effectively the areas of concern noted in his report, in coordination with the structures set up under the National Peace Accord of 14 September 1991 which established a compromise framework, agreed upon by all the major parties, organizations and groups of South Africa, to end violence and to facilitate socio-economic development and reconstruction.

## *Article III. Application of the Convention*

*Section 3.* Pursuant to this Agreement, the Convention shall apply *mutatis mutandis* to the UNOMSA premises and the UNOMSA personnel in South Africa.

## *Article IV. Status of UNOMSA*

*Section 4.* UNOMSA shall establish and maintain offices in South Africa for the purpose of discharging its functions in terms of resolution 772 (1992) and of this Agreement.

*Section 5.* UNOMSA personnel, in keeping with the terms of resolution 772 (1992) and the relevant provision of the Charter, shall perform their functions in a strictly neutral, independent and non-partisan manner.

*Section 6.* The Government undertakes to respect the exclusively international nature and non-partisan character of UNOMSA, and to permit in terms of section 15 of this Agreement the movement of UNOMSA personnel throughout South Africa in order for UNOMSA to discharge its responsibilities effectively, provided that in normally restricted areas, namely airports and military installations, permits are to be applied for.

## *United Nations flag, emblem and markings*

*Section 7.* The UNOMSA shall display the United Nations flag, and/or emblem at or on its office premises, official vehicles and otherwise as agreed between UNOMSA and the Government. Vehicles, vessels and aircraft of UNOMSA shall carry a distinctive United Nations emblem or marking, which shall be timeously notified to the Government.

## *Article V. Facilities for UNOMSA*

*Section 8.* The Government, in agreement with UNOMSA, shall take such measures as may be appropriate to enable UNOMSA to discharge its functions in South Africa speedily and effectively. Such measures shall include the authorization to operate UNOMSA radio equipment which has been licensed at the prescribed licence fees and other telecommunications equipment which meets internationally accepted standards, and to import vehicles as necessary and to license and register such vehicles with United Nations licence plates, and in respect of State-owned airports, the granting of air traffic rights, the exemption from airport charges (landing, parking and passenger fees) and other fees payable in the transportation of goods, equipment and personnel of UNOMSA.

*Section 9.* UNOMSA may use any public roads, bridges, canals and other waterways and port facilities without the payment of dues, tolls, royalties or charges other than charges for services rendered, without prejudice to freedom of movement.

*Section 10.* It is understood, however, that where it is not feasible for UNOMSA to obtain direct exemptions from payments of fees, tolls, royalties and other forms of charges, arrangements may be made whereby the Government can reimburse the UNOMSA for payments made in that regard.

*Section 11.* The Government undertakes to assist UNOMSA, as far as possible, in obtaining and making available where applicable, appropriate office premises, water, electricity and other facilities required free of charge, or, where this is not possible or contrary to other provisions of this Agreement, at the most favourable rate, and in the case of interruption or threatened interruption of service to give as far as is within its power the same priority to the needs of UNOMSA as to essential Government services. Any amounts due by UNOMSA in this regard shall be settled on a basis to be agreed with the Government. The UNOMSA shall be responsible for the maintenance and upkeep of facilities so provided.

*Section 12.* The Government shall take all the measures, as may be agreed, to ensure the security and protection of UNOMSA premises, the inviolability of its archives and the safety of UNOMSA personnel. The Government shall, upon the request of and in consultation with the Head of Mission, provide UNOMSA with such enhanced security arrangements and take such special measures as the two parties may consider necessary for the effective exercise of UNOMSA's functions.

*Section 13.* The Government shall facilitate the locating and provision of suitable housing accommodation for UNOMSA personnel recruited internationally.

*Section 14.* The Government shall assist UNOMSA as far as possible in obtaining equipment, provisions, supplies and goods and services from sources within South Africa, required for its operations and for the subsistence of its staff.

## *Article VI. Freedom of movement*

*Section 15.* The UNOMSA and its personnel shall enjoy, together with its vehicles, vessels, aircraft and any other equipment, complete freedom of

movement on land, sea and in the air within South Africa subject to normal regulations governing air traffic and vessels. The Head of Mission shall consult in advance with the Government with respect to large movements of personnel, stores or vehicles through airports or on railways or roads used for general traffic within South Africa. The Government undertakes to supply UNOMSA, where necessary, with maps and other information that may be useful in facilitating its movements.

#### *Article VII. Privileges and immunities*

*Section 16.* The Government shall extend to the UNOMSA, its premises, property, funds and assets, and to UNOMSA personnel, the relevant privileges and immunities of the Convention, which are incorporated in annexes A, B, C and D and which shall constitute integral parts of this Agreement. The Government also agrees to grant to UNOMSA and its personnel such additional privileges and immunities as may be necessary for the effective exercise of its mandated functions.

#### *Article VIII. UNOMSA property, funds and assets*

*Section 17.* UNOMSA premises, property, funds and assets, wherever located and by whosoever held, shall be immune from every form of legal process, except insofar as in any particular case the United Nations has expressly waived its immunity; it being understood, however, that this waiver shall not extend to any measure of execution.

*Section 18.* UNOMSA premises shall be inviolable. The property, funds and assets of UNOMSA, wherever situated and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

*Section 19.* The archives of UNOMSA, including all the papers, documents, correspondence, books, films, tapes, registers, databases and computerized documentation belonging to or held by it, shall be inviolable.

*Section 20.* No restriction will be placed on UNOMSA introducing foreign currency into South Africa to fund the operations nor on the repatriation of any such funds to any countries abroad. The same privileges in regard to movement of funds related to their activities will be accorded to the UNOMSA as are made available to all foreign embassy bank accounts in South Africa.

*Section 21.* UNOMSA may freely exchange foreign currency through any South African authorized dealer in exchange at the market rate of exchange, for its use in South Africa including the remuneration of its personnel.

#### *Article IX. Exemption from taxation, customs duties prohibitions or restrictions on imports and exports*

##### *UNOMSA Office*

*Section 22.* UNOMSA shall be exempted from all dues and taxes, direct or indirect, personal or real, national, regional or municipal, other than such as represent payment for specific services rendered. Thus the Government shall



exempt the UNOMSA from excise duties, sales tax and value added tax, and from taxes, fees or duties on the sale or purchase by UNOMSA of movable and immovable property in South Africa. UNOMSA and the Government will agree on the appropriate administrative arrangements for the disposal of movable and immovable property and for the remission or refund of the amount of duty, tax or levy where it is not feasible to make direct exemption.

*Section 23.* UNOMSA, its assets, income and other property shall be exempt from:

(a) All direct and indirect taxes, provided that UNOMSA will not be entitled to exemptions for charges for public utility services;

(b) Customs duties, prohibitions or restrictions on articles imported or exported by or on behalf of UNOMSA for official use, provided that the articles imported under such exemption will not be sold or otherwise disposed of by or on behalf of UNOMSA in South Africa except under conditions agreed upon with the Government;

(c) Customs duties, prohibitions or restrictions in respect of the import and export of its publications.

*Section 24.* Any materials, articles or goods imported or purchased locally by or on behalf of UNOMSA in connection with the discharge of its functions in terms of its mandate and of this Agreement shall be exempt from all customs and excise duties, prohibitions or restrictions. To the end that importation, clearance and exportation may be effected with the least possible delay, a mutually satisfactory procedure, including documentation, shall be agreed between UNOMSA and the Government.

### *UNOMSA officials*

*Section 25.* UNOMSA officials shall be exempt from taxation on the pay and emoluments paid to them by UNOMSA, and, for the international staff, on any income received from outside South Africa.

*Section 26.* UNOMSA officials, excluding those who are recruited locally, shall be accorded the same privileges in respect of foreign exchange facilities as are accorded to diplomatic envoys in South Africa.

*Section 27.* UNOMSA officials, excluding those who are recruited locally, shall be exempt from all other national, regional or municipal dues and taxes, whether direct or indirect, except:

(a) Dues and taxes on property that is privately owned and situated in South Africa;

(b) Dues and taxes on private income having its sources in South Africa and capital taxes made on investments made in commercial undertakings in South Africa;

(c) Charges levied for specific services rendered;

(d) Registration, court or record fees, mortgage dues and stamp duty, with respect to immovable property which is privately held;

(e) Estate, succession or inheritance duties levied in respect of immovable property acquired in South Africa.

## *Article X. Communication facilities*

*Section 28.* UNOMSA shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government including its diplomatic missions or to other intergovernmental, international organizations in matter of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex and other communications, as well as rates for information to the press and radio.

*Section 29.* The Government shall secure the inviolability of the official communications and correspondence of UNOMSA and shall not apply any censorship to its communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

*Section 30.* UNOMSA shall have the right to use codes and to despatch and receive correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

*Section 31.* UNOMSA shall have the right to erect and operate radio and telecommunications equipment, on UN-registered frequencies which have been coordinated with the Government and on frequencies assigned by the Government, between its offices, within and outside South Africa, and in particular with United Nations Headquarters in New York; provided that this right shall not, without the consent of the Government, extend to point to point radio communication between fixed points in South Africa where a suitable terrestrial telephone infrastructure already exists.

## *Article XI. UNOMSA personnel*

*Section 32.* The Secretary-General may assign to UNOMSA offices established in South Africa such officials, experts and other personnel in such a manner and in such numbers as he in consultation with the Government deems necessary for the effective discharge of UNOMSA's functions.

### *Head of Mission*

*Section 33.* The Head of Mission, the Deputy Head of Mission and other senior officials as may be agreed between UNOMSA and the Government shall enjoy, while in South Africa, in respect of themselves, their spouses and dependent relatives, the privileges and immunities, exemptions and facilities as are normally accorded to diplomatic envoys in terms of South African law, including, but not limited to, the privileges and immunities enumerated in annex A to this Agreement. For this purpose, the Ministry of Foreign Affairs shall include their names in the Diplomatic List.

### *Officials*

*Section 34.* UNOMSA officials, other than the Head of Mission, Deputy Head of Mission and other senior officials, assigned to South Africa and whose names are for that purpose notified to the Government by the Head of Mission, shall be considered as officials within the meaning of section 17 of the Convention.

*Section 35.* UNOMSA officials, other than the Head of Mission, Deputy Head of Mission and other senior officials, while in South Africa shall enjoy such facilities, privileges and immunities necessary for the independent exercise of their functions, including, but not limited to, the privileges and immunities enumerated in Annexure B of this Agreement.

#### *Experts on Mission*

*Section 36.* Persons other than officials, assigned to South Africa and whose names for that purpose are notified to the Government by the Head of Mission, shall be considered as experts on mission within the meaning of section 22 of the Convention.

*Section 37.* All experts on mission, while in South Africa, shall enjoy such facilities, privileges and immunities enumerated in Annexure C of this Agreement.

#### *Persons performing services on behalf of UNOMSA*

*Section 38.* Except as the parties may otherwise agree, the Government shall grant to all persons performing services on behalf of UNOMSA, other than South African nationals employed locally, such facilities, privileges and immunities necessary for the independent exercise of their functions, including, but not limited to, the privileges and immunities enumerated in Annexure D of this Agreement.

#### *Locally recruited personnel*

*Section 39.* The UNOMSA may recruit locally in South Africa such personnel as it requires. The Government undertakes, upon the request of the Head of Mission, to assist UNOMSA in the recruitment of such personnel. The terms and conditions of employment for locally recruited personnel shall be prescribed by UNOMSA in accordance with UN Staff Rules, Regulations and Administrative Instructions.

*Section 40.* Persons recruited locally and assigned to hourly rates to perform services for UNOMSA shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity.

#### *Article XII. Entry, residence, departure and travel documents*

*Section 41.* The Head of Mission, Deputy Head of Mission and other international personnel shall, whenever so required by the Head of Mission, have the right to enter into, reside in and depart from South Africa at agreed points of entry and exit. United Nations laissez-passer held by UNOMSA staff shall be accepted as valid travel/identification documents by the Government and holders of such documents shall be granted facilities for speedy travel to, through and from South Africa as promptly as possible free of charge.

### *Article XIII. Notification*

*Section 42.* The Head of Mission shall notify the Government of the names and categories of UNOMSA officials, experts on mission and persons performing services on behalf of UNOMSA, and of any change in the status of such personnel.

### *Article XIV. Identification*

*Section 43.* The Government shall, at the request of the Head of Mission, issue to each UNOMSA official, as soon as possible after such official's assignment to South Africa, as well as to all locally recruited personnel, other than those who are locally recruited and are assigned to hourly rates, the appropriate certificates of identity. The Government also undertakes to recognize identity cards issued by UNOMSA to its officials and staff.

*Section 44.* UNOMSA personnel, including locally recruited personnel, shall be required to present, but not to surrender, their certificates of identity upon demand of an authorized official of the Government.

*Section 45.* The UNOMSA shall, upon the termination of employment or reassignment from South Africa of UNOMSA personnel, ensure that their certificates of identity are returned promptly to the Government.

### *Article XV. Deceased staff members*

*Section 46.* The Head of Mission shall have the right to take charge of and to remove the body of a member of international personnel of the UNOMSA who dies in South Africa, in accordance with the applicable United Nations procedures; it is understood that in the exercise of this right due consideration shall be taken of the relevant judicial requirements in force in South Africa.

*Section 47.* The Head of Mission will also have the right to remove from South Africa the personal property of the deceased staff member. The Government shall not levy national, regional and municipal estate, succession or inheritance duties, and duties on transfers, on movable property the presence of which was due solely to the presence in South Africa of the deceased as a member of UNOMSA personnel.

### *Article XVI. Waiver of immunity*

*Section 48.* Privileges and immunities are granted to UNOMSA personnel in the interests of the United Nations and not for the personal benefit of the individuals concerned. Accordingly, the Secretary-General of the United Nations may waive the immunity of any of the UNOMSA personnel where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations.

### *Article XVII. Settlement of disputes*

*Section 49.* Any dispute between UNOMSA and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute shall be

submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint the third arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

*Section 50.* Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled through the relevant United Nations administrative procedures.

### *Article XVIII. General provisions*

*Section 51.* Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties through consultations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

*Section 52.* UNOMSA and the Government may conclude supplementary agreement(s) which shall constitute an integral part of this Agreement.

*Section 53.* Consultations with a view to amending this Agreement may be held at the request of either Party. Amendments shall be made by joint written agreement.

*Section 54.* This Agreement shall be deemed to have entered into force on 13 September 1992. It shall remain in force for as long as the Security Council, under resolution 772 (1992), remains seized of the matter. Upon the formal cessation of its activities in South Africa, UNOMSA shall be granted a reasonable period of time to wind up its activities and to dispose of any of its property or equipment held in South Africa.

*Section 55.* This Agreement shall supersede the applicability of the proclamation, granting immunities and privileges to the international observers present in South Africa in terms of resolution 772 (1992), to UNOMSA.

### **ANNEX A**

#### **Privileges and immunities for Head of Mission, Deputy Head of Mission and other senior officials**

The Head of Mission, the Deputy Head of Mission and other senior officials of UNOMSA shall:

- (a) Be immune from personal arrest or detention;
- (b) Enjoy inviolability for all papers and documents, including computerized documentation;
- (c) Be permitted, for the purpose of their official communications, to use codes and to receive papers and correspondence by courier or sealed in bags;

(d) Be accorded the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;

(e) Be accorded the same immunities and facilities, including immunity from inspection and seizure of their official baggage, as are accorded to diplomatic envoys;

(f) Be immune from any military service obligations or any other obligatory services;

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

(h) Be exempt from taxation in respect of salaries and all other remuneration paid to them by UNOMSA;

(i) Enjoy exemption from any form of taxation on income derived by them from sources outside South Africa;

(j) Be accorded prompt clearance and issuance, without costs, of visas, licences or permits, if required;

(k) Be permitted free movement to, within or from South Africa to the extent necessary for the carrying out of UNOMSA tasks;

(l) Be permitted to hold or maintain within South Africa, foreign exchange, foreign currency accounts and moveable property and the right upon termination of employment with UNOMSA to take out of the host country their funds for the lawful possession of which they can show good cause;

(m) Be accorded the same protection and repatriation facilities with respect to themselves, their spouses and dependent relatives and other members of their households as are accorded in time of international crises or national emergencies to diplomatic envoys;

(n) Be permitted to import for personal use, free of duty and other levies, prohibitions or restrictions on imports:

(i) Their furniture and personal effects including one automobile in one or more shipments, according to the regulations applicable in South Africa to diplomatic representatives accredited in South Africa and/or resident members of international organizations;

(ii) Reasonable quantities of certain articles for personal use or consumption and not for gift or sale.

## **ANNEX B**

### **Privileges and immunities of UNOMSA officials other than Head of Mission, Deputy Head of Mission and other senior officials**

*Officials of the UNOMSA, other than Head of Mission, Deputy Head of Mission and other senior officials, shall:*

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity to continue even after termination of employment with UNOMSA;

(b) Be accorded the same immunities and facilities, in respect of their official baggage, as are accorded to diplomatic envoys;

(c) Be immune from any military service obligations or any other obligatory services;

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

(e) Be exempt from taxation in respect of salaries and all other remuneration paid to them by UNOMSA;

(f) Enjoy exemption from any form of taxation on income derived by them from sources outside South Africa;

(g) Be accorded prompt clearance and issuance, without costs, of visas, licences or permits, if required;

(h) Be permitted free movement to, within or from South Africa to the extent necessary for the carrying out of UNOMSA tasks;

(i) Be accorded the same protection and repatriation facilities with respect to themselves, their spouses and dependent relatives and other members of their households as are accorded in time of international crises or national emergencies to diplomatic envoys;

(j) Be permitted to hold or maintain, within South Africa, foreign exchange, foreign currency accounts and moveable property and the right upon termination of employment with UNOMSA to take out of the host country their funds, for the lawful possession of which they can show good cause;

(k) Be permitted to import for personal use, free of duty and other levies, prohibitions or restrictions on imports, their furniture and personal effects including one automobile in one shipment.

## **ANNEX C**

### **Privileges and immunities for experts on mission**

Experts on mission for UNOMSA shall:

(a) Be immune from personal arrest or detention;

(b) Be immune from legal process in respect of words spoken or written and acts done by them in the course of the performance of their mission for UNOMSA;

(c) Enjoy inviolability for all papers and documents, including computerized documentation;

(d) Be permitted, for the purpose of their official communications, to use codes and to receive papers and correspondence by courier or sealed in bags;

(e) Be accorded the same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;

(f) Be accorded the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

## **ANNEX D**

### **Privileges and immunities of persons performing services on behalf of UNOMSA**

Persons performing services on behalf of UNOMSA shall:

(a) Be immune from legal process in respect of words spoken or written and acts done by them in the course of the performance of their mission for UNOMSA;

(b) Be immune from any military service obligations or any other obligatory services;

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

(d) Be exempt from taxation in respect of salaries and all other remuneration paid to them by UNOMSA;

(e) Be accorded prompt clearance and issuance, without cost, or visas, licences or permits, if required;

(f) Be permitted free movement to, without or from South Africa to the extent necessary for the carrying out of UNOMSA tasks;

(g) Be accorded the same privileges in respect of exchange facilities as are accorded to the comparable persons of diplomatic missions in South Africa;

(h) Be given the same protection facilities with respect to themselves, their spouses and dependent relatives and other members of their households as are accorded in time of international crises or national emergencies to diplomatic envoys.

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### 3. AGREEMENTS RELATING TO THE UNITED NATIONS CHILDREN'S FUND

#### Standard Basic Cooperation Agreement<sup>75</sup>

##### *Article IX*

##### *Applicability of the Convention*

The Convention shall be applicable *mutatis mutandis* to UNICEF, its office, property, funds and assets and to its officials and experts on mission in the country.

##### *Article X*

##### *Legal status of UNICEF office*

1. UNICEF, its property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case it has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

2. (a) The premises of the UNICEF office shall be inviolable. The property and assets of UNICEF, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

(b) The appropriate authorities shall not enter the office premises to perform any official duties, except with the express consent of the head of the office and under conditions agreed to by him or her.

3. The appropriate authorities shall exercise due diligence to ensure the security and protection of the UNICEF office, and to ensure that the tranquility of the office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

4. The archives of UNICEF, and in general all documents belonging to it, wherever located and by whomsoever held, shall be inviolable.



## *Article XI*

### *UNICEF funds, assets and other property*

1. Without being restricted by financial controls, regulations or moratoria of any kind:

(a) UNICEF may hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency;

(b) UNICEF shall be free to transfer its funds, gold or currency from one country to another or within any country, to other organizations or agencies of the United Nations system;

(c) UNICEF shall be accorded the most favourable, legally available rate of exchange for its financial activities.

2. UNICEF, its assets, income and other property shall:

(a) Be exempt from all direct taxes, value-added tax, fees, tolls or duties; it is understood, however, that UNICEF will not claim exemption from taxes which are, in fact, no more than charges for public utility services, rendered by the Government or by a corporation under government regulation, at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized;

(b) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by UNICEF for its official use. It is understood, however, that articles imported under such exemptions will not be sold in the country into which they were imported except under conditions agreed with the Government;

(c) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

## *Article XII*

### *Greeting Cards and other UNICEF products*

Any materials imported or exported by UNICEF or by national bodies duly authorized by UNICEF to act on its behalf, in connection with the established purposes and objectives of the UNICEF Greeting Card Operation, shall be exempt from all customs duties, prohibitions and restrictions, and the sale of such materials for the benefit of UNICEF shall be exempt from all national and local taxes.

## *Article XIII*

### *UNICEF officials*

1. Officials of UNICEF shall:

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNICEF;

(b) Be exempt from taxation on the salaries and emoluments paid to them by UNICEF;

- (c) Be immune from national service obligations;
- (d) Be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;
- (e) Be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable ranks forming part of diplomatic missions to the Government;
- (f) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;
- (g) Have the right to import free of duty their furniture, personal effects and all household appliances, at the time of first taking up their post in the host country.

2. The head of the UNICEF office and other senior officials, as may be agreed between UNICEF and the Government, shall enjoy the same privileges and immunities accorded by the Government to members of diplomatic missions of comparable ranks. For this purpose, the name of the head of the UNICEF office may be incorporated in the diplomatic list.

3. UNICEF officials shall also be entitled to the following facilities applicable to members of diplomatic missions of comparable ranks:

- (a) To import free of custom and excise duties limited quantities of certain articles intended for personal consumption in accordance with existing government regulation;
- (b) To import a motor vehicle free of customs and excise duties, including value-added tax, in accordance with existing government regulation.

#### *Article XIV*

##### *Experts on mission*

1. Experts on missions shall be granted the privileges and immunities specified in article VI, sections 22 and 23, of the Convention [on the Privileges and Immunities of the United Nations].<sup>76</sup>

2. Experts on mission may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.

#### *Article XV*

##### *Persons performing services for UNICEF*

1. Persons performing services for UNICEF shall:

- (a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNICEF;
- (b) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys.

2. For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services for UNICEF may be

accorded such other privileges, immunities and facilities as specified in article XIII above, as may be agreed upon between the Parties.

### *Article XVI*

#### *Access facilities*

1. UNICEF officials, experts on mission and persons performing services for UNICEF shall be entitled:

(a) To prompt clearance and issuance, free of charge, of visas, licences or permits, where required;

(b) To unimpeded access to or from the country, and within the country, to all sites of cooperation activities, to the extent necessary for the implementation of programmes of cooperation.

### *Article XVII*

#### *Locally recruited personnel assigned to hourly rates*

The terms and conditions of employment for persons recruited locally and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including UNICEF. Locally recruited personnel shall be accorded all facilities necessary for the independent exercise of their functions for UNICEF.

### *Article XVIII*

#### *Facilities in respect of communications*

1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any diplomatic mission (or intergovernmental organization) in matters of establishment and operation, priorities, tariffs, charges on mail and cablegrams and on teleprinter, facsimile, telephone and other communications, as well as rates for information to the press and radio.

2. No official correspondence or other communication of UNICEF shall be subjected to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications as may be agreed upon between the Parties. UNICEF shall be entitled to use codes and to dispatch and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.

3. UNICEF shall have the right to operate radio and other telecommunication equipment on United Nations registered frequencies and those allocated by the Government between its offices, within and outside the country, and in particular with UNICEF headquarters in New York.

4. UNICEF shall be entitled, in the establishment and operation of its official communications, to the benefits of the International Telecommunication Convention (Nairobi, 1982) and the regulations annexed thereto.

## *Article XIX*

### *Facilities in respect of means of transportation*

The Government shall grant UNICEF necessary permits or licences for, and shall not impose undue restrictions on, the acquisition or use and maintenance by UNICEF of civil aeroplanes and other craft required for programme activities under the present Agreement.

## *Article XX*

### *Waiver of privileges and immunities*

The privileges and immunities accorded under the present Agreement are granted in the interests of the United Nations, and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the right and the duty to waive the immunity of any individual referred to in articles XIII, XIV and XV in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations and UNICEF.

## *Article XXI*

### *Claims against UNICEF*

1. UNICEF cooperation in programmes under the present Agreement is provided for the benefit of the Government and people of the country and, therefore, the Government shall bear all the risks of the operations under the present Agreement.

2. The Government shall, in particular, be responsible for dealing with all claims arising from or directly attributable to the operations under the present Agreement that may be brought by third parties against UNICEF, UNICEF officials, experts on mission and persons performing services on behalf of UNICEF and shall, in respect of such claims, indemnify and hold them harmless, except where the Government and UNICEF agree that the particular claim or liability was caused by gross negligence or wilful misconduct.

Agreements between the United Nations (United Nations Children's Fund) and the Government of Sierra Leone,<sup>77</sup> the Government of Albania,<sup>78</sup> the Government of Bosnia and Herzegovina,<sup>79</sup> and the Government of Guinea.<sup>80</sup> Signed respectively at Freetown on 26 April 1993, at Tirana on 23 July 1993, at Sarajevo on 13 October 1993 and at Conakry on 10 December 1993

These Agreements contain provisions similar to articles IX to XXI of the above Standard Basic Cooperation Agreement.

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## 4. AGREEMENTS RELATING TO THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

- (a) Cooperation Agreement between the United Nations (United Nations High Commissioner for Refugees) and the Government of the Republic of Venezuela relating to the establishment in Caracas

of the Regional Office for Northern South America and the Caribbean.<sup>81</sup> Signed at Caracas on 5 December 1990

*Whereas* the Office of the United Nations High Commissioner for Refugees was established by the General Assembly of the United Nations in its resolution 319 (IV) of 3 December 1949,

*Whereas* the statute of the Office of the United Nations High Commissioner for Refugees, adopted by the General Assembly in its resolution 428 (V) of 14 December 1950, provides, *inter alia*, that the High Commissioner, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fulfil the conditions provided for in the statute and of seeking permanent solutions to the problem of refugees by assisting Governments and, subject to approval of the Governments concerned, private organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within new national communities,

*Whereas* on 19 September 1986 the Government of the Republic of Venezuela deposited with the United Nations Organization the instrument of ratification of the Protocol on the Status of Refugees,<sup>82</sup> which has been in force since 4 October 1967 and constitutes one of the principal international instruments for the protection of refugees,

*Whereas* the Government of Venezuela has agreed with pleasure to the establishment in Caracas of the Regional Office for Northern South America and the Caribbean of the United Nations High Commissioner for Refugees,

*Whereas* it is consequently necessary to conclude a formal agreement for the purpose of defining the terms and conditions of cooperation between the parties, and to determine the conditions, facilities, privileges and immunities which the Government of the Republic of Venezuela shall grant to the Office of the United Nations High Commissioner for Refugees in connection with the functioning of the above-mentioned Office,

*Now therefore* the Government of the Republic of Venezuela (hereinafter referred to as "the Government") and the Office of the United Nations High Commissioner for Refugees (hereinafter referred to as "UNHCR") have entered into the following agreement:

### *Article I*

#### DEFINITIONS

For the purpose of this Agreement the following definitions shall apply:

- (a) "UNHCR" means the Office of the United Nations High Commissioner for Refugees;
- (b) "High Commissioner" means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on his behalf;
- (c) "Government" means the Government of the Republic of Venezuela;
- (d) "Host country" or "country" means the Republic of Venezuela;
- (e) "Parties" means UNHCR and the Government;

(f) "UNHCR Office" means the offices, premises and facilities occupied or maintained in the country;

(g) "UNHCR Representative" means the UNHCR official in charge of the UNHCR Office in the country;

(h) "UNHCR officials" means all members of the staff of UNHCR employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided for in General Assembly resolution 76 (I) of 7 December 1946;

(i) "Experts on mission" means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR;

(j) "Persons performing services on behalf of UNHCR" means natural and juridical persons and their employees other than nationals of the host country recruited by UNHCR to execute or assist in carrying out its programmes;

(k) "UNHCR personnel" means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.

## *Article II*

### PURPOSE OF THIS AGREEMENT

This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government, open offices in the country and carry out its international protection and humanitarian assistance functions for refugees and other persons of concern to it in the host country.

## *Article III*

### LEGAL PERSONALITY

The Office of the United Nations High Commissioner for Refugees, as a subsidiary organ of the United Nations, shall have legal personality and shall have authority to:

(a) Recruit personnel;

(b) Purchase and dispose of movable and immovable property; however, the purchase of the latter shall be subject to the conditions established by the Constitution of the Republic of Venezuela and to any restrictions established by the law provided for in article 8 of the Constitution;

(c) Initiate legal proceedings.

## *Article IV*

### COOPERATION BETWEEN THE GOVERNMENT AND UNHCR

1. Cooperation between the Government and UNHCR in the field of international protection of and humanitarian assistance to refugees and other persons of concern to UNHCR shall be carried out on the basis of the statute of UNHCR and other relevant decisions and resolutions relating to UNHCR adopted by United Nations organs, in particular article 2 of the 1967 Protocol relating to the Status of Refugees, which refers to the cooperation of national authorities with the United Nations.

2. The UNHCR Office shall maintain consultations and cooperation with the Government with respect to the preparation and review of projects for refugees.

3. For any UNHCR-funded projects implemented by the Government, the terms and conditions, including the commitment of the Government and the High Commissioner with respect to the furnishing of funds, supplies, equipment and services or other assistance for refugees, shall be set forth in the project agreements signed by them.

4. The Government shall at all times grant UNHCR personnel unimpeded access to refugees and other persons of concern to UNHCR and the sites of UNHCR projects in order to monitor all phases of their implementation.

### *Article V*

#### UNHCR OFFICE

1. The Government welcomes the establishment and maintenance by UNHCR of an office or offices in the country for providing international protection and humanitarian assistance to refugees and other persons of concern to UNHCR.

2. UNHCR and the Government agree that the Office in Venezuela shall serve as a regional office.

3. The UNHCR Office shall exercise functions as assigned by the High Commissioner, in relation to his mandate for refugees and other persons of concern to him, including the establishment and maintenance of relations with other governmental or non-governmental organizations operating in the country.

### *Article VI*

#### UNHCR PERSONNEL

1. UNHCR may assign to the Office in the country such officials or other personnel as it deems necessary for carrying out its international protection and humanitarian assistance functions.

2. The Government shall be informed of the category of the officials and other personnel to be assigned to the UNHCR Office in the country.

3. UNHCR may designate officials to visit the country for purposes of consulting and cooperating with the corresponding officials of the Government or other parties involved in refugee work in connection with: (a) the review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes; (b) the shipment, receipt, distribution or use of the supplies, equipment and other materials furnished by UNHCR; (c) seeking permanent solutions to the problem of refugees; and (d) any other matters relating to the implementation of this Agreement.

### *Article VII*

#### FACILITIES FOR IMPLEMENTATION OF UNHCR HUMANITARIAN PROGRAMMES

1. The Government, in agreement with UNHCR, shall take any measures necessary to exempt UNHCR officials, experts on mission and persons perform-

ing services on behalf of UNHCR from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees in the country. Such measures shall include: authorization to operate, free of licence fees, UNHCR radio and other telecommunications equipment; the granting of air traffic rights; and exemption from aircraft landing fees and royalties for emergency relief cargo flights, transportation of refugees and/or UNHCR personnel.

2. The Government shall ensure that the UNHCR Office is at all times supplied with the necessary public services and that such services are supplied on equitable terms.

3. The Government shall take the necessary measures, when required, to ensure the security and protection of the premises of the UNHCR Office and its personnel.

### *Article VIII*

#### PRIVILEGES AND IMMUNITIES

1. The Government agrees to grant to UNHCR and its staff such privileges and immunities as may be necessary for the effective exercise of the international protection and humanitarian assistance functions of UNHCR.

2. Without prejudice to the provisions of paragraph 1, the Government shall in particular grant to UNHCR the privileges, immunities, rights and facilities provided for in articles VIII to XV of this Agreement.

### *Article IX*

#### UNHCR OFFICE, PROPERTY, FUNDS AND ASSETS

1. UNHCR and its property, funds and assets, wherever located and by whomsoever held, shall be immune from any form of legal process, except in so far as in any particular case it has expressly waived this immunity, it being understood that this waiver shall not extend to any measure of execution.

2. The premises of the UNHCR Office shall be inviolable. The property, funds and assets of UNHCR, wherever situated and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

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

4. The funds, assets, income and other property of UNHCR shall be exempt from:

(a) Any form of direct taxation, it being understood that UNHCR shall not claim exemption from charges for public utility services;

(b) Customs duties and prohibitions and restrictions on articles imported or exported by UNHCR for its official use, it being understood that articles imported under such exemption shall not be sold in the country except under conditions agreed upon with the Government;



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

5. Any materials imported or exported by UNHCR or by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance for refugees shall be exempt from all customs duties and prohibitions and restrictions.

6. UNHCR shall not be subject to any financial controls, regulations or moratoriums and may freely:

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

(b) Bring funds, securities and foreign currencies into the host country from any other country, use them within the host country or transfer them to other countries.

7. UNHCR shall enjoy the rate of exchange prevailing on the currency market.

### *Article X*

#### COMMUNICATION FACILITIES

1. UNHCR shall enjoy, in respect of its official communications, treatment no less favourable than that accorded by the Government to any other Government, including its diplomatic missions, or to other intergovernmental, international organizations in the matter of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex and other communications, as well as rates for information to the press and radio.

2. The Government shall ensure the inviolability of the official communications and correspondence of UNHCR and shall not impose any censorship on them. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

3. UNHCR shall have the right to use codes, and to dispatch and receive correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

4. UNHCR shall have the right to operate radio and other telecommunications equipment, on United Nations-registered frequencies and those allocated by the Government, between its offices within and outside the country, and in particular with UNHCR headquarters in Geneva.

### *Article XI*

#### UNHCR OFFICIALS

1. The UNHCR Representative, Deputy Representative and other senior officials, as may be determined by UNHCR and the Government by mutual agreement, shall enjoy, while in the country, in respect of themselves, their spouses and dependent relatives, the privileges and immunities, exemptions and facilities normally granted to diplomatic personnel. For this purpose, the Ministry of Foreign Affairs shall include their names in the Diplomatic List.

2. UNHCR officials, with the exception of those mentioned in paragraph 3 of this article, shall, while in the country, enjoy the following facilities, privileges and immunities:

(a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity;

(b) Immunity from inspection and seizure of their baggage on official journeys;

(c) Immunity from any military-service obligation or other obligatory service;

(d) Exemption, with respect to themselves, their spouses, their relatives dependent on them and other members of their households, from measures restricting immigration and alien registration formalities;

(e) Exemption from taxation on the salaries and other remuneration received from UNHCR;

(f) Exemption from any form of taxation on income earned abroad;

(g) Prompt clearance and issuance, without cost, of visas, licences or permits, if required, and free movement within, to or from the country to the extent necessary for carrying out UNHCR international protection and humanitarian assistance programmes;

(h) Freedom to hold or maintain within the country foreign exchange, foreign-currency accounts and movable property, and the right upon termination of employment to take out of the host country funds whose lawful possession they are able to demonstrate;

(i) The same protection and repatriation facilities with respect to themselves, their spouses and relatives dependent on them and other members of their households as are accorded in time of international crisis to diplomatic personnel;

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

(i) Their furniture and personal effects, in one or more separate shipments, and thereafter to import necessary additions to the same, including motor vehicles, in accordance with the regulations applicable in the country to accredited diplomatic representatives and/or resident members of international organizations;

(ii) Reasonable quantities of certain articles for personal use or consumption and not for gifts or sale.

3. UNHCR officials who are Venezuelan citizens shall enjoy the privileges and immunities provided for in paragraph 2 (a) and (e) of this article.

## *Article XII*

### EXPERTS ON MISSION

Experts performing missions for UNHCR who are not nationals of the Republic of Venezuela shall be granted such facilities, privileges and immunities as are necessary for the independent exercise of their functions.

In particular they shall be granted:

(a) Immunity from arrest or detention;

(b) Immunity from legal process of any kind in respect of words spoken or written and acts perpetrated by them in the course of the performance of their mission;

(c) Inviolability of all documents;

(d) For the purposes of their official communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;

(f) The same immunities and facilities, including immunity from inspection and seizure, in respect of their personal baggage as are accorded to members of diplomatic missions.

### *Article XIII*

#### PERSONS PERFORMING SERVICES ON BEHALF OF UNHCR

1. Except as the Parties may otherwise agree, the Government shall grant to all persons performing services on behalf of UNHCR, other than nationals of the host country employed locally, the following privileges and immunities:

(a) They shall be immune from any legal proceedings in respect of written or spoken words or any acts performed in their official capacity;

(b) They shall be exempt from taxes on salaries and remuneration paid by the Organization;

(c) They shall be exempt from any service of a national character;

(d) They shall be exempt, both themselves and their wives and minor children, from any restriction on immigration and from registration of aliens;

(e) They shall be accorded, in respect of the international transfer of funds, the same exemptions as those enjoyed by officials in an equivalent category belonging to diplomatic missions accredited to the Government in question;

(f) They and their wives and minor children shall be granted the same repatriation facilities in time of international crisis as those enjoyed by diplomatic personnel;

(g) They shall be entitled to import free of duty their furniture and effects at the time when they take up their post in the country in question.

2. In addition to the above-mentioned privileges and immunities, they shall be granted:

(a) Prompt clearance and issuance, without cost, of visas, licences or permits necessary for the effective exercise of their functions;

(b) Free movement within, to or from the country, to the extent necessary for the implementation of UNHCR's humanitarian programmes.

### *Article XIV*

#### NOTIFICATION

1. UNHCR shall notify the Government of the names of UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR, and of changes in the status of such persons.

2. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided with a special identity card certifying their status under this Agreement.

### *Article XV*

#### WAIVER OF IMMUNITY

Privileges and immunities are granted to UNHCR personnel in the interests of the United Nations and UNHCR, and not for their personal benefit. The Secretary-General of the United Nations may waive the immunity of any UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and may be waived without prejudice to the interests of the United Nations and UNHCR.

### *Article XVI*

#### SETTLEMENT OF DISPUTES

Any dispute between UNHCR and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within 30 days of the request for arbitration either Party has not appointed an arbitrator or if within 15 days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

### *Article XVII*

#### GENERAL PROVISIONS

1. This Agreement shall enter into force when the Government informs UNHCR that it has completed its legal procedures for this purpose and shall remain in force until terminated in accordance with the provisions of paragraph 5 of this article.

2. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently, and to attain its humanitarian objectives in the country.

3. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

4. Consultations with a view to amending this Agreement may be held at the request of the Government or UNHCR. Amendments shall be made by joint written agreement.

5. This Agreement shall cease to be in force six months after either of the Contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country.

(b) Agreement between the United Nations (United Nations High Commissioner for Refugees) and the Government of Romania.<sup>83</sup>  
Signed at Geneva on 12 August 1992

*Whereas* the Office of the United Nations High Commissioner for Refugees was established by the General Assembly of the United Nations in its resolution 319 (IV) of 3 December 1949,

*Whereas* the statute of the Office of the United Nations High Commissioner for Refugees, adopted by the General Assembly in its resolution 428 (V) of 14 December 1950, provides, *inter alia*, that the High Commissioner, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the statute and of seeking permanent solutions for the problem of refugees by assisting Governments and, subject to the approval of the Governments concerned, private organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within new national communities,

*Whereas* the Office of the United Nations High Commissioner for Refugees, a subsidiary organ established by the General Assembly pursuant to Article 22 of the Charter of the United Nations, is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946,<sup>84</sup>

*Whereas* the Office of the United Nations High Commissioner for Refugees and the Government of Romania wish to establish the terms and conditions under which the Office, within its mandate, shall be represented in the country,

*Now therefore*, the Office of the United Nations High Commissioner for Refugees and the Government of Romania, in a spirit of friendly cooperation, have entered into this Agreement.

## *Article I*

### DEFINITIONS

For the purpose of this Agreement the following definitions shall apply:

(a) "UNHCR" means the Office of the United Nations High Commissioner for Refugees;

(b) "High Commissioner" means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on his behalf;

- (c) "Government" means the Government of Romania;
- (d) "Host country" or "country" means Romania;
- (e) "Parties" means UNHCR and the Government;
- (f) "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;
- (g) "UNHCR office" means all the offices and premises, installations and facilities occupied or maintained in the country;
- (h) "UNHCR Representative" means the UNHCR official in charge of the UNHCR office in the country;
- (i) "UNHCR officials" means all members of the staff of UNHCR employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates as provided in General Assembly resolution 76 (I) of 7 December 1946;
- (j) "Experts on mission" means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR;
- (k) "Persons performing services on behalf of UNHCR" means natural and juridical persons and their employees, other than nationals of the host country, retained by UNHCR to execute or assist in the carrying out of its programmes;
- (l) "UNHCR personnel" means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.

## *Article II*

### PURPOSE OF THIS AGREEMENT

This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government, open offices in the country and carry out its international protection and humanitarian assistance functions in favour of refugees and other asylum seekers in the host country, in accordance with the Convention relating to the Status of Refugees of 1951<sup>85</sup> and the Protocol relating to the Status of Refugees of 1967.<sup>86</sup>

## *Article III*

### COOPERATION BETWEEN THE GOVERNMENT AND UNHCR

1. Cooperation between the Government and UNHCR in the field of international protection of and humanitarian assistance to refugees and other asylum seekers in the host country shall be carried out on the basis of the statute of UNHCR, of other relevant decisions and resolutions relating to UNHCR adopted by United Nations organs and of article 35 of the Convention relating to the Status of Refugees of 1951 and article 2 of the Protocol relating to the Status of Refugees of 1967.

2. The UNHCR office shall maintain consultations and cooperation with the Government with respect to the preparation and review of projects for refugees.

3. For any UNHCR-funded projects to be implemented by the Government, the terms and conditions including the commitment of the Government and the High Commissioner with respect to the furnishing of funds, supplies, equipment and services or other assistance for refugees shall be set forth in project agreements to be signed by the Government and UNHCR.

4. The Government shall at all times grant UNHCR personnel unimpeded access to refugees and other asylum seekers in the host country and to the sites of UNHCR projects in order to monitor all phases of their implementation.

#### *Article IV*

##### UNHCR OFFICE

1. The Government welcomes that UNHCR establish and maintain an office or, when necessary, offices in the country for providing international protection and humanitarian assistance to refugees and other asylum seekers in the host country.

2. UNHCR may designate, with the consent of the Government, the UNHCR office in the country to serve as a regional/area office and the Government shall be notified in writing of the number and level of the officials assigned to it.

3. The UNHCR office will exercise functions as assigned by the High Commissioner, in relation to his mandate for refugees and other asylum seekers in the host country, including the establishment and maintenance of relations between UNHCR and other governmental or non-governmental organizations functioning in the country.

#### *Article V*

##### UNHCR PERSONNEL

1. UNHCR may assign to the office in the country such officials or other personnel as UNHCR deems necessary for carrying out its international protection and humanitarian assistance functions.

2. The Government shall be informed of the names of officials and other personnel to be assigned to the UNHCR office in the country.

3. UNHCR may designate officials to visit the country for purposes of consulting and cooperating with the corresponding officials of the Government or non-governmental organizations involved in refugee work in connection with: (a) the review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes; (b) the shipment, receipt, distribution or use of the supplies, equipment and other materials furnished by UNHCR; (c) seeking permanent solutions for the problem of refugees; and (d) any other matters relating to the application of this Agreement.

#### *Article VI*

##### FACILITIES FOR IMPLEMENTATION OF UNHCR HUMANITARIAN PROGRAMMES

1. The Government will consider with UNHCR any measure which may be necessary to exempt UNHCR officials, experts on mission and persons per-

forming services on behalf of UNHCR from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees in the country. Such measures may include as appropriate facilities of communication and transportation.

2. The Government, in agreement with UNHCR, shall assist the UNHCR officials in finding appropriate office premises.

3. The office premises as well as the cost of local services and facilities for the UNHCR office will be covered by UNHCR. The Government may agree to assume gradually the cost for such premises and facilities when the possibilities to this effect will be created.

4. The Government shall ensure that the UNHCR office is at all times supplied with the necessary public services, and that such public services are supplied on equitable terms.

5. The Government shall take adequate measures, when required, to ensure the security and protection of the premises of the UNHCR office and its personnel.

6. The Government shall facilitate the location of suitable housing accommodation for UNHCR personnel recruited internationally.

### *Article VII*

#### PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNHCR, its property, funds and assets, and to its officials and experts on mission the relevant provisions of the Convention on the Privileges and Immunities of the United Nations, to which the Government became a party on 5 July 1956. The Government also agrees to grant to UNHCR and its personnel such additional privileges and immunities as may be necessary for the effective exercise of the international protection and humanitarian assistance functions of UNHCR.

2. Without prejudice to paragraph 1 of this article, the Government shall in particular extend to UNHCR the privileges, immunities, rights and facilities provided in articles VIII to XV of this Agreement.

### *Article VIII*

#### UNHCR OFFICE, PROPERTY, FUNDS AND ASSETS

1. UNHCR and its property, funds and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except in so far as in any particular case it has expressly waived its immunity, it being understood that this waiver shall not extend to any measure of execution.

2. The premises of the UNHCR office shall be inviolable. The property, funds and assets of UNHCR, wherever situated and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.



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

4. The funds, assets, income and other property of UNHCR shall be exempt from:

(a) Any form of direct taxation, provided that UNHCR will not claim exemption from charges for public utility services;

(b) Customs duties and prohibitions and restrictions on articles imported or re-exported by UNHCR for its official use, provided that articles imported under such exemption will not be sold in the country except under conditions agreed upon with the Government;

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

5. Any materials imported or re-exported by UNHCR, or by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance for refugees, shall be exempt from all customs duties and prohibitions and restrictions.

6. UNHCR may freely, in connection with its humanitarian activities:

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

(b) Bring funds, securities, foreign currencies and gold into the host country from any other country, use them within the host country or transfer them to other countries.

7. UNHCR shall enjoy the most favourable legal rate of exchange.

### *Article IX*

#### COMMUNICATION FACILITIES

1. UNHCR shall enjoy, in respect of its official communications, treatment not less favourable than accorded by the Government to any Government including its diplomatic missions or to other intergovernmental, international organizations in the matter of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex and other communications, as well as rates for information to the press and radio.

2. The Government shall secure the inviolability of the official communications and correspondence of UNHCR and shall not apply any censorship to its communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

3. UNHCR shall have the right to use codes and to despatch and receive correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

4. UNHCR shall have the right to operate radio and other telecommunications equipment, on United Nations-registered frequencies, and those allocated by the Government, between its offices, within and outside the country, and in particular with UNHCR headquarters in Geneva.

## Article X

### UNHCR OFFICIALS

1. The UNHCR Representative, Deputy Representative and other senior officials, as may be agreed between UNHCR and the Government, shall enjoy, while in the country, in respect of themselves, their spouses and dependent relatives, the privileges and immunities, exemptions and facilities normally accorded to diplomatic envoys. For this purpose the Ministry of Foreign Affairs shall include their names in the Diplomatic List.

2. UNHCR officials, while in the country, shall enjoy the following facilities, privileges and immunities:

(a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity to continue even after termination of employment with UNHCR;

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

(c) Immunity from any military service obligations or any other obligatory service;

(d) Exemption, with respect to themselves, their spouses and their relatives dependent on them, from immigration restriction and alien registration;

(e) Exemption from taxation in respect of the salaries and all other remuneration paid to them by UNHCR;

(f) Exemption from any form of taxation on income derived by them from sources outside the country, according to the regulations applicable to diplomatic representatives in the country;

(g) Prompt clearance and issuance, without cost, of visas, licences or permits, if required, and free movement within, to or from the country to the extent necessary for the carrying out of UNHCR international protection and humanitarian assistance programmes;

(h) Freedom to hold or maintain within the country foreign exchange, foreign-currency accounts and movable property and the right upon termination of employment with UNHCR to take out of the host country their funds for the lawful possession of which they can show good cause;

(i) The same protection and repatriation facilities with respect to themselves, their spouses and relatives dependent on them as are accorded in time of international crisis to diplomatic envoys;

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

(i) Their furniture and personal effects in one or more separate shipments and thereafter to import necessary additions to the same, including motor vehicles, according to the regulations applicable in the country to diplomatic representatives accredited in the country and/or resident members of international organizations;

(ii) Reasonable quantities of certain articles for personal use or consumption and not for gift or sale.

3. UNHCR officials who are nationals of or permanent residents in the host country shall enjoy only those privileges and immunities provided for in the Convention.

## *Article XI*

### LOCALLY RECRUITED PERSONNEL

1. Persons recruited locally and assigned to hourly rates to perform services for UNHCR shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity.

2. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations resolutions, regulations and rules.

## *Article XII*

### EXPERTS ON MISSION

Experts performing missions for UNHCR shall be accorded such facilities, privileges and immunities as are necessary for the independent exercise of their functions. In particular they shall be accorded:

(a) Immunity from personal arrest or detention;

(b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed on mission for UNHCR;

(c) Inviolability for all papers and documents;

(d) For the purpose of their official communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;

(f) The same immunities and facilities including immunity from seizure in respect of their personal baggage as are accorded to diplomatic envoys.

## *Article XIII*

### PERSONS PERFORMING SERVICES ON BEHALF OF UNHCR

Except as the Parties may otherwise agree, the Government shall grant to all persons performing services on behalf of UNHCR, other than nationals of the host country employed locally, the privileges and immunities specified in article V, section 18, of the Convention. In addition, they shall be granted:

(a) Prompt clearance and issuance, without cost, of visas, licences or permits necessary for the effective exercise of their functions;

(b) Free movement within, to or from the country, to the extent necessary for the implementation of the UNHCR humanitarian programmes.

## *Article XIV*

### NOTIFICATION

1. UNHCR shall notify the Government of the names of UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR, and of changes in the status of such individuals.

2. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided with a special identity card certifying their status under this Agreement.

### *Article XV*

#### WAIVER OF IMMUNITY

Privileges and immunities are granted to UNHCR personnel in the interests of the United Nations and UNHCR and not for the personal benefit of the individual concerned. The Secretary-General of the United Nations may waive the immunity of any UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations and UNHCR.

### *Article XVI*

#### SETTLEMENT OF DISPUTES

Any dispute between UNHCR and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitrators shall be fixed by the arbitrators and the expenses of the arbitration shall be borne by the Parties as assessed by arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

### *Article XVII*

#### GENERAL PROVISIONS

1. This Agreement shall enter into force on the date of the notification by the Government of the fulfilment of its domestic legal requirements and shall continue in force until terminated under paragraph 5 of this article.

2. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently and to attain its humanitarian objectives in the country.

3. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

4. Consultations with a view to amending this Agreement may be held at the request of the Government or UNHCR. Amendments shall be made by joint written agreement.

5. This Agreement shall cease to be in force six months after either of the Contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country.

(c) Memorandum of Understanding between the United Nations (United Nations High Commissioner for Refugees) and the Government of Saudi Arabia.<sup>87</sup> Signed at Jeddah on 22 June 1993

The Government of the Kingdom of Saudi Arabia, hereinafter referred to as the Government, and the United Nations High Commissioner for Refugees, hereinafter referred to as UNCHR, wishing to establish a UNHCR office in the Kingdom of Saudi Arabia and regulate its functions, have agreed to the following:

Firstly: To this effect, UNHCR shall:

(1) Assume the function of its known internationally recognized humanitarian role;

(2) Maintain consultations and cooperation with the Government on all matters related to the welfare of refugees in the host country;

(3) Assist the Government in its efforts to provide and organize the humanitarian assistance to refugees in the Kingdom;

(4) In close cooperation with the Government, facilitate consultations with other concerned Governments and international organizations with the aim of identifying and pursuing durable solutions to the refugee problem.

Secondly: For its part, the Government:

(1) Provides protection to refugees present in the Kingdom;

(2) Agrees to strengthen UNHCR's presence in the Kingdom through the establishment of an independent office in Riyadh and an office in Rafha;

(3) Shall grant UNHCR personnel the necessary access to all refugees located in the Kingdom;

(4) Shall grant UNHCR such facilities as may be necessary for the speedy and efficient execution of its mandate for the refugees in the Kingdom, including providing donations covering expenses for UNHCR's two offices in the Kingdom by paying rents and operating costs and personnel transportation, to a limit of SRIs 1.5 million per annum;

(5) Shall accord to UNHCR staff, its property, funds and assets, and to its officials on mission such privileges, immunities and exemptions as are normally extended to accredited United Nations officials in the Kingdom.

Thirdly: This Memorandum of Understanding shall enter into force on the date of its signature by both Parties and will remain in force until either signatory demands its termination three (3) months earlier.

Fourthly: In witness whereof, the undersigned, being duly appointed representatives of the United Nations High Commissioner for Refugees and the Government, respectively, have, on behalf of the Parties, signed this Memo-

random of Understanding in the Arabic and English languages. The Arabic copy remains the basis of this Memorandum.

DONE in Jeddah this 2nd day of Muharam 1414 H corresponding to the 22nd day of June 1993.

(d) Agreement between the United Nations (United Nations High Commissioner for Refugees) and the Government of Bulgaria.<sup>88</sup>  
Signed at Geneva on 22 July 1993

*Whereas* the Office of the United Nations High Commissioner for Refugees was established by the General Assembly of the United Nations in its resolution 319 (IV) of 3 December 1949,

*Whereas* the statute of the Office of the United Nations High Commissioner for Refugees, adopted by the General Assembly in its resolution 428 (V) of 14 December 1950, provides, *inter alia*, that the High Commissioner, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the statute and of seeking permanent solutions for the problem of refugees by assisting Governments and, subject to the approval of the Governments concerned, private organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within new national communities,

*Whereas* the Office of the United Nations High Commissioner for Refugees, a subsidiary organ established by the General Assembly pursuant to Article 22 of the Charter of the United Nations, is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946,<sup>89</sup>

*Whereas* the Office of the United Nations Commissioner for Refugees and the Government of the Republic of Bulgaria wish to establish the terms and conditions under which the Office, within its mandate, shall be represented in the country,

*Now therefore*, the Office of the United Nations High Commissioner for Refugees and the Government of the Republic of Bulgaria, in a spirit of friendly cooperation, have entered into this Agreement.

### *Article I*

#### **DEFINITIONS**

For the purpose of this Agreement the following definitions shall apply:

- (a) "UNHCR" means the Office of the United Nations High Commissioner for Refugees;
- (b) "High Commissioner" means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on his behalf;
- (c) "Government" means the Government of the Republic of Bulgaria;
- (d) "Host country" or "country" means the Republic of Bulgaria;
- (e) "Parties" means UNHCR and the Government;

(f) "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;

(g) "UNHCR office" means all the offices and premises, installations and facilities occupied or maintained in the country;

(h) "UNHCR Representative" means the UNHCR official in charge of the UNHCR office in the country;

(i) "UNHCR officials" means all members of the staff of UNHCR employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates as provided in General Assembly resolution 76 (I) of 7 December 1946;

(j) "Experts on mission" means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR;

(k) "Persons performing services on behalf of UNHCR" means natural and juridical persons and their employees, other than nationals of the host country, retained by UNHCR to execute or assist in the carrying out of its programmes;

(l) "UNHCR personnel" means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.

## *Article II*

### PURPOSE OF THIS AGREEMENT

This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government, open offices in the country, and carry out its international protection and humanitarian assistance functions in favour of refugees and other persons of its concern in the host country.

## *Article III*

### COOPERATION BETWEEN THE GOVERNMENT AND UNHCR

1. Cooperation between the Government and UNHCR in the field of international protection of and humanitarian assistance to refugees and other persons of concern to UNHCR shall be carried out on the basis of the statute of UNHCR, of other relevant decisions and resolutions relating to UNHCR adopted by United Nations organs and of article 35 of the Convention relating to the Status of Refugees of 1951,<sup>90</sup> and article 2 of the Protocol relating to the Status of Refugees of 1967.<sup>91</sup>

2. The UNHCR office shall maintain consultations and cooperation with the Government with respect to the preparation and review of projects for refugees.

3. For any UNHCR-funded projects to be implemented by the Government, the terms and conditions including the commitment of the Government and the High Commissioner with respect to the furnishing of funds, supplies, equipment and services or other assistance for refugees shall be set forth in project agreements to be signed by the Government and UNHCR.

4. The Government shall at all times grant UNHCR personnel unimpeded access to refugees and other persons of concern to UNHCR and to the sites of UNHCR projects in order to monitor all phases of their implementation.

#### *Article IV*

##### UNHCR OFFICE

1. The Government welcomes that UNHCR establish and maintain an office, and, if agreed to by the Government, appropriate sub-offices in the country for providing international protection and humanitarian assistance to refugees and other persons of concern to UNHCR.

2. UNHCR may designate, with the consent of the Government, the UNHCR office in the country to serve as a regional/area office and the Government shall be notified in writing of the number and level of the officials assigned to it.

3. The UNHCR office will exercise functions as assigned by the High Commissioner, in relation to his mandate for refugees and other persons of his concern, including the establishment and maintenance of relations between UNHCR and other governmental or non-governmental organizations functioning in the country.

#### *Article V*

##### UNHCR PERSONNEL

1. UNHCR may assign to the office in the country such officials or other personnel as UNHCR deems necessary for carrying out its international protection and humanitarian assistance functions.

2. The Government shall be informed of the category of the officials and other personnel to be assigned to the UNHCR office in the country.

3. UNHCR may designate officials to visit the country for purposes of consulting and cooperating with the corresponding officials of the Government or other parties involved in refugee work in connection with: (a) the review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes; (b) the shipment, receipt, distribution or use of the supplies, equipment and other materials furnished by UNHCR; (c) seeking permanent solutions for the problem of refugees; and (d) any other matters relating to the application of this Agreement.

#### *Article VI*

##### FACILITIES FOR IMPLEMENTATION OF UNHCR HUMANITARIAN PROGRAMMES

1. The Government, in agreement with UNHCR, shall take any measure which may be necessary to exempt UNHCR officials, experts on mission and persons performing services on behalf of UNHCR from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees in the country. Such measures shall include the au-



thorization to operate, free of licence fees, UNHCR radio and other telecommunications equipment; the granting of air traffic rights; and the exemption from aircraft landing fees and royalties for emergency relief cargo flights, transportation of refugees and/or UNHCR personnel.

2. The Government, in agreement with UNHCR, shall assist the UNHCR officials in finding appropriate office premises, and shall put them at the disposal of UNHCR free of charge, or at a nominal rent.

3. The Government, in agreement with UNHCR, shall make arrangements and provide funds up to a mutually agreed amount, to cover the cost of local services and facilities for the UNHCR office, such as establishment, equipment, maintenance and rent, if any, of the office.

4. The Government shall ensure that the UNHCR office is at all times supplied with the necessary public services, and that such public services are supplied on equitable terms.

5. The Government shall take the necessary measures, when required, to ensure the security and protection of the premises of the UNHCR office and its personnel.

6. The Government shall facilitate the location of suitable housing accommodation for UNHCR personnel recruited internationally.

### *Article VII*

#### PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNHCR, its property, funds and assets, and to its officials and experts on mission the relevant provisions of the Convention on the Privileges and Immunities of the United Nations to which the Government became a party on 30 September 1960. If agreed to by the Government, UNHCR and its personnel will enjoy such additional privileges and immunities as may be necessary for the effective exercise of the international protection and humanitarian assistance functions of UNHCR.

2. Without prejudice to paragraph 1 of this article, the Government shall in particular extend to UNHCR the privileges, immunities, rights and facilities provided in articles VIII to XV of this Agreement.

### *Article VIII*

#### UNHCR OFFICE, PROPERTY, FUNDS AND ASSETS

1. UNHCR and its property, funds and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except in so far as in any particular case it has expressly waived its immunity, it being understood that this waiver shall not extend to any measure of execution.

2. The premises of the UNHCR office shall be inviolable. The property, funds and assets of UNHCR, wherever situated and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

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

4. The funds, assets, income and other property of UNHCR shall be exempt from:

(a) Any form of direct taxation, provided that UNHCR will not claim exemption from charges for public utility services;

(b) Customs duties and prohibitions and restrictions on articles imported or exported by UNHCR for its official use, provided that articles imported under such exemption will not be sold in the country except under conditions agreed upon with the Government;

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

5. Any materials imported and exported by UNHCR, or by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance for refugees, shall be exempt from all customs duties and prohibitions and restrictions.

6. UNHCR shall not be subject to any financial controls, regulations or moratoriums and may freely:

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

(b) Bring funds, securities, foreign currencies and gold into the host country from any other country, use them within the host country or transfer them to other countries.

7. UNHCR shall enjoy the most favourable legal rate of exchange.

## *Article IX*

### COMMUNICATION FACILITIES

1. UNHCR shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government including its diplomatic missions or to other intergovernmental, international organizations in the matter of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex and other communications, as well as rates for information to the press and radio.

2. The Government shall secure the inviolability of the official communications and correspondence of UNHCR and shall not apply any censorship to its communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

3. UNHCR shall have the right to use codes and to dispatch and receive correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

4. UNHCR shall have the right to operate radio and other telecommunications equipment, on United Nations-registered frequencies, and those allocated by the Government, between its offices, within and outside the country, and in particular with UNHCR headquarters in Geneva.

## Article X

### UNHCR OFFICIALS

1. The UNHCR Representative, Deputy Representative and other senior officials, as may be agreed between UNHCR and the Government, shall enjoy, while in the country, in respect of themselves, their spouses and dependent relatives, the privileges and immunities, exemptions and facilities normally accorded to diplomatic envoys. For this purpose the Ministry of Foreign Affairs shall include their names in the Diplomatic List.

2. UNHCR officials, while in the country, shall enjoy the following facilities, privileges and immunities:

(a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity to continue even after termination of employment with UNHCR;

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

(c) Immunity from any military service obligations or any other obligatory service;

(d) Exemption, with respect to themselves, their spouses, their relatives dependent on them and other members of their households, from immigration restriction and alien registration;

(e) Exemption from taxation in respect of the salaries and all other remuneration paid to them by UNHCR;

(f) Exemption from any form of taxation on income derived by them from sources outside the country;

(g) Prompt clearance and issuance, without cost, of visas, licences or permits, if required, and free movement within, to or from the country to the extent necessary for the carrying out of UNHCR international protection and humanitarian assistance programmes;

(h) Freedom to hold or maintain within the country foreign exchange, foreign currency accounts and movable property and the right upon termination of employment with UNHCR to take out of the host country their funds for the lawful possession of which they can show good cause;

(i) The same protection and repatriation facilities with respect to themselves, their spouses and relatives dependent on them and other members of their households as are accorded in time of international crisis to diplomatic envoys;

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

(i) Their furniture and personal effects in one or more separate shipments and thereafter to import necessary additions to the same, including motor vehicles, according to the regulations applicable in the country to diplomatic representatives accredited in the country and/or resident members of international organizations;

(ii) Reasonable quantities of certain articles for personal use or consumption and not for gift or sale.

3. UNHCR officials who are nationals of or permanent residents in the host country shall enjoy only those privileges and immunities provided for in the Convention.

## *Article XI*

### LOCALLY RECRUITED PERSONNEL

1. Persons recruited locally and assigned to hourly rates to perform services for UNHCR shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity.

2. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations resolutions, regulations and rules.

## *Article XII*

### EXPERTS ON MISSION

Experts performing missions for UNHCR shall be accorded such facilities, privileges and immunities as are necessary for the independent exercise of their functions. In particular they shall be accorded:

(a) Immunity from personal arrest or detention;

(b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed on missions for UNHCR;

(c) Inviolability for all papers and documents;

(d) For the purpose of their official communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;

(f) The same immunities and facilities including immunity from inspection and seizure in respect of their personal baggage as are accorded to diplomatic envoys.

## *Article XIII*

### PERSONS PERFORMING SERVICES ON BEHALF OF UNHCR

Except as the Parties may otherwise agree, the Government shall grant to all persons performing services on behalf of UNHCR, other than nationals of the host country employed locally, the privileges and immunities specified in article V, section 18, of the Convention. In addition, they shall be granted:

(a) Prompt clearance and issuance, without cost, of visas, licences or permits necessary for the effective exercise of their functions;

(b) Free movement within, to or from the country, to the extent necessary for the implementation of the UNHCR humanitarian programmes.

## *Article XIV*

### NOTIFICATION

1. UNHCR shall notify the Government of the names of UNHCR offi-

cials, experts on mission and other persons performing services on behalf of UNHCR, and of changes in the status of such individuals.

2. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided with a special identity card certifying their status under this Agreement.

### *Article XV*

#### WAIVER OF IMMUNITY

Privileges and immunities are granted to UNHCR personnel in the interests of the United Nations and UNHCR and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations may waive the immunity of any UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations and UNHCR.

### *Article XVI*

#### SETTLEMENT OF DISPUTES

Any dispute between UNHCR and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

### *Article XVII*

#### GENERAL PROVISIONS

1. This Agreement shall enter into force on the date of its signature by both Parties and shall continue in force until terminated under paragraph 5 of this article.

2. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently and to attain its humanitarian objectives in the country.

3. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

4. Consultations with a view to amending this Agreement may be held at the request of the Government or UNHCR. Amendments shall be made by joint written agreement.

5. This Agreement shall cease to be in force six months after either of the Contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country.

IN WITNESS WHEREOF the undersigned, being duly appointed representatives of the United Nations High Commissioner for Refugees and the Government, respectively, have on behalf of the Parties signed this Agreement, in the English and Bulgarian languages. For purposes of interpretation and in case of conflict, the English text shall prevail.

DONE at Geneva this 22nd day of July 1993.

(e) Cooperation Agreement between the United Nations (United Nations High Commissioner for Refugees) and the Government of Pakistan.<sup>92</sup> Signed at Islamabad on 18 September 1993

*Whereas* the Office of the United Nations High Commissioner for Refugees was established by the General Assembly of the United Nations in its resolution 319 (IV) of 3 December 1949,

*Whereas* the statute of the Office of the United Nations High Commissioner for Refugees, adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950, provides, *inter alia*, that the High Commissioner, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the statute and of seeking permanent solutions for the problem of refugees by assisting Governments and, subject to the approval of the Governments concerned, private organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within the new national communities,

*Whereas* the Office of the United Nations High Commissioner for Refugees, a subsidiary organ established by the General Assembly pursuant to Article 22 of the Charter of the United Nations, is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations,<sup>93</sup> adopted by the General Assembly on 13 February 1946,

*Whereas* the Government of the Islamic Republic of Pakistan and the Office of the United Nations High Commissioner for Refugees wish to establish the terms and conditions under which the Office, within its mandate, shall be represented in the country,

*Now therefore*, the Government of the Islamic Republic of Pakistan and the Office of the United Nations High Commissioner for Refugees, in a spirit of friendly cooperation, have entered into this Agreement.

### *Article I*

#### DEFINITIONS

For the purpose of this Agreement the following definitions shall apply:

(a) "Government" means the Government of the Islamic Republic of Pakistan;

(b) "Host country" or "country" means the Islamic Republic of Pakistan;

(c) "UNHCR" means the Office of the United Nations High Commissioner for Refugees;

(d) "High Commissioner" means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on her behalf;

(e) "Parties" means UNHCR and the Government;

(f) "UNHCR Office" means all the offices and premises, installations and facilities occupied or maintained in the country;

(g) "UNHCR Representative" means the UNHCR official in charge of the UNHCR Office in the country;

(h) "UNHCR officials" means all members of the staff of UNHCR employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates as provided in General Assembly resolution 76 (I) of 7 December 1946;

(i) "Experts on mission" means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR;

(j) "Persons performing services on behalf of UNHCR" means governmental and non-governmental organizations or agencies and their employees, other than nationals of the host country, retained by UNHCR to execute or assist in the carrying out of its programmes;

(k) "UNHCR personnel" means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.

## *Article II*

### **PURPOSE OF THIS AGREEMENT**

This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government, open and maintain offices in the country and carry out its international protection and humanitarian assistance functions in favour of refugees and other persons of its concern in the host country.

## *Article III*

### **COOPERATION BETWEEN THE GOVERNMENT AND UNHCR**

1. Cooperation between the Government and UNHCR in the field of international protection of, and humanitarian assistance to, refugees and other persons of concern to UNHCR shall be carried out on the basis of the statute of UNHCR and of other relevant decisions and resolutions relating to UNHCR adopted by United Nations organs.

2. The UNHCR Office shall consult, coordinate and cooperate with the Government with respect to the preparation and review of projects for refugees.

3. For any UNHCR-funded projects to be implemented by the Government, the terms and conditions including the commitment of the Government and the High Commissioner with respect to the furnishing of funds, supplies, equipment and services or other assistance for refugees shall be set forth in project agreements to be signed by the Government and UNHCR.

4. The Government shall grant UNHCR personnel access to refugees and other persons of concern to UNHCR and to the sites of UNHCR projects in order to monitor all phases of their implementation.

#### *Article IV*

##### UNHCR OFFICE

1. The Government welcomes the establishment and maintenance of an office or offices in the country in order to provide international protection and humanitarian assistance to refugees and other persons of concern to UNHCR.

2. With the consent of the Government, UNHCR may designate the UNHCR Office in the country to serve as a regional/area office and the Government shall be notified in writing of the number and level of the officials assigned to it.

3. The UNHCR Office will exercise functions as assigned by the High Commissioner, in relation to her mandate for refugees and other persons of her concern, including the establishment and maintenance of relations between UNHCR and other governmental or non-governmental organizations functioning in the country.

#### *Article V*

##### UNHCR PERSONNEL

In consultation with the Government, UNHCR may assign to visit or to be stationed in the Islamic Republic of Pakistan such officials as UNHCR deems necessary for carrying out its international protection and humanitarian assistance functions.

#### *Article VI*

##### FACILITIES FOR IMPLEMENTATION OF UNHCR HUMANITARIAN PROGRAMMES

1. The Government shall take all practicable measures to facilitate the activities of the UNHCR under this Agreement and to assist UNHCR officials, experts on mission and persons performing services on behalf of UNHCR in obtaining the services required to carry out these activities.

2. The Government shall take the necessary measures, when required, to assure the security and protection of the premises of UNHCR offices and its personnel.

#### *Article VII*

##### PRIVILEGES AND IMMUNITIES

The Government shall apply to UNHCR, its property, funds and assets, and to its officials and experts on mission the relevant provisions of the 1946



Convention on the Privileges and Immunities of the United Nations, in a manner as favourable as accorded to other United Nations organizations, and as implemented in Pakistan under the Act of 1948.

### *Article VIII*

#### NOTIFICATION

1. UNHCR shall notify the Government of the names of UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR, and of changes in the status of such individuals.

2. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided with a special identity card certifying their status under this Agreement.

### *Article IX*

#### WAIVER OF IMMUNITY

Privileges and immunities are granted to UNHCR personnel in the interests of the United Nations and UNHCR and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations may waive the immunity of any UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations and UNHCR.

### *Article X*

#### SETTLEMENT OF DISPUTES

Any disputes between the Government and UNHCR arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such disputes shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of the two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

### *Article XI*

#### GENERAL PROVISIONS

1. This Agreement shall enter into force on the date of its signature by both Parties and shall continue in force until terminated under paragraph 5 of this article.

2. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees, fully and efficiently, and to attain its humanitarian objectives in the country.

3. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

4. Consultations with a view to amending this Agreement may be held at the request of either Party. Amendments shall be made by joint written agreement.

5. This Agreement shall cease to be in force six months after either of the Contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country.

IN WITNESS WHEREOF the undersigned, being duly appointed representatives of the Government and the United Nations High Commissioner for Refugees, respectively, have on behalf of the Parties signed this Agreement, in the English language.

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## 5. AGREEMENTS RELATING TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

- (a) Standard Basic Assistance Agreement between the United Nations Development Programme and the recipient Government<sup>94</sup>

### *Article III*

#### *Execution of projects*

5. [See *Juridical Yearbook*, 1973, p. 24]

### *Article IX*

#### *Privileges and immunities*

- [See *Juridical Yearbook*, 1973, p. 25]

### *Article X*

#### *Facilities for execution of UNDP assistance*

- [See *Juridical Yearbook*, 1973, pp. 25 and 26]

### *Article XIII*

#### *General provisions*

4. [See *Juridical Yearbook*, 1973, p. 26]

Agreements between the United Nations (United Nations Development Programme) and the Governments of Lithuania,<sup>95</sup> Tajikistan,<sup>96</sup> Turkmenistan,<sup>97</sup> the Russian Federation,<sup>98</sup> Slovakia<sup>99</sup> and Côte d'Ivoire.<sup>100</sup> Signed respectively at Vilnius on 12 July 1993, at New York on 1 October 1993, at New York on 5 October 1993, at New York on 17 November 1993, at New York on 18 November 1993 and at Abidjan on 3 December 1993

These agreements contain provisions similar to article III, paragraph 5, article IX, article X and article XIII, paragraph 5, of the Standard Basic Assistance Agreement, except that the Agreement with Lithuania contains the annex in which the parties agreed on the following understandings and interpretations of article IX, paragraphs 3 and 4 (a), and article X, paragraph 1:

### *Article IX*

#### PRIVILEGES AND IMMUNITIES

...

3. Members of the UNDP mission in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise by the mission of its functions.

4. (a) Except as the Parties may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than government nationals employed locally, performing services on behalf of UNDP, a specialized agency or IAEA who are not covered by paragraphs 1 and 2 above the same privileges and immunities as officials of the United Nations, the specialized agency concerned or IAEA under sections 18, 19 or 18 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the Specialized Agencies, or of the Agreement on the Privileges and Immunities of IAEA.

### *Article X*

#### FACILITIES FOR EXECUTION OF UNDP ASSISTANCE

1. The Government shall take any measures which may be necessary to exempt UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNDP assistance. It shall, in particular, grant them the following rights and facilities:

(a) Prompt clearance of experts and other persons performing services on behalf of UNDP or an Executing Agency;

(b) Prompt issuance without cost of necessary visas, licences or permits;

(c) Access to the site of work and all necessary rights of way;

(d) Free movement within or to or from the country, to the extent necessary for proper execution of UNDP assistance;

(e) The most favourable legal rate of exchange;

(f) Any permits necessary for the importation of equipment, materials and supplies, and for their subsequent exportation;

(g) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of UNDP, its Executing Agencies, or other persons performing services on their behalf, and for the subsequent exportation of such property; and

(h) Prompt release from customs of the items mentioned in subparagraphs (f) and (g) above.

and that in the Agreement with the Government of the Russian Federation, paragraphs 1, 3 and 4 of article IX, the following provisions read as follows:

### *Article IX*

#### PRIVILEGES AND IMMUNITIES

1. The provisions of the Convention on the Privileges and Immunities of the United Nations of 1946, to which the Russian Federation is a party, and the provisions of the Agreement between the United Nations and the Government of the Russian Federation relating to the establishment in the Russian Federation of a United Nations Integrated Office, shall be applied to the United Nations and its organs, including UNDP and United Nations subsidiary organs acting as UNDP Executing Agencies, their property, funds and assets, and to their officials, including the resident representative and other members of the UNDP mission in the Russian Federation.

...

3. Members of the UNDP mission in the Russian Federation may be granted such additional privileges and immunities as may be necessary for the effective exercise by the mission of its functions, as the Parties may agree.

4. (a) Except as the Parties may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than nationals of the Russian Federation employed locally, performing services on behalf of UNDP, a specialized agency or IAEA, who are not covered by paragraphs 1 and 2 above, the same privileges and immunities as officials of the United Nations, the specialized agency concerned or IAEA under sections 18, 19 or 18 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the Specialized Agencies, or of the Agreement on the Privileges and Immunities of IAEA.

paragraphs 1 (d) and 2 of article X read as follows:

### *Article X*

#### FACILITIES FOR EXECUTION OF UNDP ASSISTANCE

1. (d) Free movement within or to or from the Russian Federation, to the extent necessary for proper execution of UNDP assistance, except for sites which require special permission under the legislation on national security in force in the Russian Federation;

2. Assistance under this Agreement being provided for the benefit of the people of the Russian Federation, the Government shall bear all risks of op-

erations arising under this Agreement. The Government shall, in particular, be responsible for dealing with all claims in the Russian Federation arising from or directly attributable to the operations under the present Agreement, that may be brought by third parties against UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall pay compensation in accordance with its national law in respect of such claims, and shall hold harmless UNDP or an Executing Agency, their officials or other persons performing services on their behalf. The foregoing provision shall not apply where the Parties and the Executing Agency are agreed that a claim or liability arises from the gross negligence or wilful misconduct of the above-mentioned individuals.

and in article XIII there is an additional paragraph 1 that reads as follows:

### *Article XIII*

#### GENERAL PROVISIONS

1. This Agreement is supplementary to the Integrated Office Agreement. In so far as any provision of this Agreement and any provision of the Integrated Office Agreement relate to the same subject matter, the two provisions shall, whenever possible, be construed as complementary so that both provisions shall be applicable and neither shall narrow the effect of the other.

(b) Agreement between the United Nations (United Nations Development Programme) and the European Bank for Reconstruction and Development to execute UNDP projects.<sup>101</sup> Signed at London on 11 March 1993

...

### *Article XIII*

#### WAIVER OF IMMUNITIES

The privileges and immunities accorded to operational experts, consultants, firms, organizations and, in general, all persons performing services under the UNDP Basic Assistance Agreement with Governments may be waived by UNDP where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the successful completion of the Project concerned or to the interests of UNDP or the European Bank for Reconstruction and Development (EBRD); UNDP shall give sympathetic consideration to the waiver of such immunity in any case in which EBRD so requests.

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## 6. AGREEMENTS RELATING TO THE UNITED NATIONS ENVIRONMENT PROGRAMME

Exchange of letters constituting an agreement between the United Nations (United Nations Environment Programme) and the Government of Thailand concerning the arrangements for the Third

Meeting of the Conference of the Parties to the Vienna Convention for the Protection of the Ozone Layer<sup>102</sup> and the Fifth Meeting of the Parties to the Montreal Protocol on Substances that Deplete the Ozone Layer,<sup>103</sup> as well as their preparatory meetings,<sup>104</sup> to be held at Bangkok from 15 to 24 November 1993. Nairobi and Bangkok, 10 September and 3 November 1993

## I

### LETTER FROM THE UNITED NATIONS

10 September 1993

I have the honour to refer to the arrangements for the Third Meeting of the Conference of the Parties to the Vienna Convention for the Protection of the Ozone Layer and the Fifth Meeting of the Parties to the Montreal Protocol on Substances that Deplete the Ozone Layer, as well as their preparatory meetings, that the United Nations Environment Programme (UNEP) is proposing to convene in Bangkok, Thailand, from 15 to 24 November 1993. With the present letter I wish to obtain your Government's acceptance of the following arrangements:

...

4. The Government will provide, for the duration of the meetings, the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities, as specified in annex A hereto. The Government will, at its expense, furnish, equip and maintain in good repair all these premises and facilities in a manner that UNEP considers adequate for the effective conduct of the meetings. The meeting rooms will be equipped for reciprocal simultaneous interpretation as specified in annex A hereto, as well as facilities for press, and for sound recording from the floor to the extent required by the United Nations. The premises will remain at the disposal of UNEP 24 hours a day from two days prior to the meetings until a maximum of four days after their close.

5. The Government will provide, if possible within the conference area, a bank, post office, and telephone and telex facilities, as well as appropriate eating facilities, a travel agency and a first aid centre.

6. The Government will bear the cost of all necessary utility services incurred as a result of the meetings, including local telephone communications of the secretariat of the meetings and its communications by telex or telephone with UNEP headquarters in Nairobi, when such communications are authorized by or on behalf of the secretary of the meetings.

7. The Government will bear the cost of transport and insurance charges, from the Ozone secretariat headquarters, Nairobi, to the site of the meetings and return, of United Nations equipment and supplies required for the adequate functioning of the meetings. UNEP will determine the mode of shipment of such equipment and supplies having regard to the need for economy but with first regard to the needs of the meetings.

8. The Government shall ensure that adequate accommodation in hotels or residences is available at reasonable commercial rates close to the meetings site, for persons participating in or attending the meetings.

9. Medical facilities adequate for first aid in emergencies will be provided by the Government within the conference area. For serious emergencies, the Government will ensure immediate transportation and admission to hospital.

10. The Government will provide transport between the local airport and the conference area and principal hotels for members of the UNEP secretariat servicing the meetings upon their arrival and departure.

11. The Government will ensure the availability of public transport and private transport if deemed necessary, for all participants and those attending the meetings, between the local airport, the principal hotels and the conference area.

12. The Government will provide at least two cars with drivers for official use by the principal officers and the secretariat of the meetings, as well as such other local transportation as is required by the secretariat in connection with the meetings.

13. The Government will furnish such police protection as may be required to ensure the effective functioning of the meetings in an atmosphere of security and tranquillity free from interference of any kind. Whilst such police services will be under the direct supervision and control of a senior officer provided by the Government, this officer will work in close cooperation with a designated senior official of UNEP.

14. The Government will appoint a liaison officer who shall be responsible, in consultation with UNEP, for making and carrying out the administrative and personnel arrangements for the meetings as required under this Agreement.

15. The Government will recruit and provide an adequate number of local support personnel necessary for the proper functioning of the meetings; the exact requirements in this respect are specified in annex B hereto. Some of these persons will be available at least two days before the opening of the meetings and until a maximum of four days after their close, as required by the United Nations. UNEP will provide the staff specified in annex C hereto.

### *Financial arrangements*

16. The Government, in addition to the financial arrangements provided for elsewhere in this letter and its attached annexes, will, in accordance with General Assembly resolution 31/140, section I, paragraph 5, bear the actual additional costs directly or indirectly involved in holding the meetings in Thailand rather than at Nairobi, in which the nearest established headquarters of the United Nations is located. Such costs, which are provisionally estimated at approximately US\$ 241,700, will include, but not be restricted to, the actual additional costs of staff entitlements of the United Nations officials assigned to plan for, attend or service the meetings, as well as the costs of shipping any necessary equipment and supplies. Arrangements for, and cost of, the travel of United Nations officials and all freelance staff required to plan for or service the meetings will be the responsibility of the Government and provided via the national carrier, Thai International Airlines, at no cost to UNEP and in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices regarding travel standards, baggage allowances,

subsistence payments and terminal expenses. The shipment of any necessary equipment and supplies will also be made by the secretariat in accordance with the above United Nations Regulations.

17. The Government will, not later than 15 October 1993, deposit with UNEP the sum of US\$ 241,700, representing the estimated costs referred to in paragraph 16 above. This deposit should be paid wholly in United States dollars, to the credit of the UNEP Bank Account, Chemical Bank, United Nations Office, New York, NY 10017, USA, Trust Fund Account No. 015-002756.

18. The deposit required by paragraph 17 above will be used only to pay the obligations of UNEP in respect of the meetings.

19. After the meetings and no later than 31 March 1994, UNEP will give the Government a detailed set of certified accounts showing the actual additional costs incurred by UNEP and to be borne by the Government as set out in annex D to this Agreement. These costs will be expressed in United States dollars, using the United Nations official rate of exchange at the time the payments are made. UNEP, on the basis of this detailed set of accounts, will refund to the Government any funds unspent out of the deposit required by paragraph 16 above. A final set of accounts will be submitted no later than 31 August 1994, and will be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of accounts will be subject to any observations which may arise from the audit carried out by the United Nations Board of Auditors, whose determination shall be accepted as final by both the Government of Thailand and UNEP.

20. The Government shall be responsible for dealing with any action, claim or other demand against the United Nations or its officials and arising out of:

(a) Injury to persons or damage to or loss of property in the premises that are provided by or are under the control of the Government;

(b) Injury to persons or damage to or loss of property caused by, or incurred in using, the transport services that are provided by or are under the control of the Government;

(c) The employment for the meetings of the personnel provided by the Government.

21. The Convention on the Privileges and Immunities of the United Nations,<sup>105</sup> adopted by the General Assembly on 13 February 1946, to which Thailand is a party, shall be applicable in respect of the meetings. In particular, the representatives of States and of the intergovernmental organs referred to in paragraph 1 above shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of the United Nations performing functions in connection with the meetings referred to in paragraph 2 above shall enjoy the privileges and immunities provided under articles V and VII of the Convention and any experts on mission for the United Nations in connection with the meetings shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

22. The representatives or observers referred to in paragraph 1 above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the meetings.



23. The personnel provided by the Government under paragraph 15 above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the meetings.

24. The representatives of the specialized or related agencies, referred to in paragraph 1 above, shall enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the Specialized Agencies or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency, as appropriate.

25. Without prejudice to the preceding paragraphs, all persons performing functions in connection with the meetings and all those invited to the meetings shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the meetings.

26. All persons referred to in paragraph 1 shall have the right of entry into and exit from Thailand, and no impediment shall be imposed on their transit to and from the conference area. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted free of charge, as speedily as possible and not later than two weeks before the date of the opening of the meetings, provided the application for the visa is made at least three weeks before the opening of the meetings; if the application is made later, the visa shall be granted not later than three days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the meetings are delivered at specified point(s) of entry to participants who were unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the meetings.

27. For the purpose of the Convention on the Privileges and Immunities of the United Nations, the meeting premises specified in paragraph 4 above shall be deemed to constitute premises of the United Nations in the sense of section 3 of the Convention and access thereto shall be subject to the authority and control of the United Nations. The premises shall be inviolable for the duration of the meetings, including the preparatory stage and the winding up.

28. The Government shall allow the temporary importation, tax-free and duty-free, of all equipment, including technical equipment accompanying representatives of information media, and shall waive import duties and taxes on supplies necessary for the meetings. It shall issue without delay any necessary import and export permits for this purpose.

29. Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement that is not settled by negotiation or other agreed mode of settlement shall be referred at the request of either party for final decision to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Government and the third, who shall be the chairman, to be chosen by the first two; if either party fails to appoint an arbitrator within 60 days of the appointment by the other party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either party. However, any such dispute that involves a question regulated by the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with section 30 of that Convention.

30. I further propose that this letter and your affirmative answer will place on record the understanding between the Government of Thailand and the United Nations Environment Programme regarding the provision of host facilities by your Government for the meetings.

(Signed) Nay HTUN  
Deputy Executive Director  
United Nations Environment Programme

## II

### LETTER FROM THE GOVERNMENT OF THE KINGDOM OF THAILAND

3 November 1993

Regarding the official Host Government Agreement between the United Nations Environment Programme and the Kingdom of Thailand, the Department of Industrial Works, which is the authorized agency in organizing on behalf of the Thai Government the upcoming meetings of the Parties to the Vienna Convention and of the Parties to the Montreal Protocol, agrees with the terms and conditions set out in the Agreement dated 10 September 1993. Therefore, I would kindly request you to consider this letter as the commitment of the Thai Government to the Agreement.

(Signed) Manas SOOKSMARN  
Director-General of  
the Department of Industrial Works

### **B. Treaty provisions concerning the legal status of intergovernmental organizations related to the United Nations**

#### **1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES.<sup>106</sup> APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947**

In 1993, the following States acceded or succeeded 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:

<i>State</i>	<i>Date of receipt of instrument of accession, succession or notification</i>	<i>Specialized agencies</i>
Bosnia and Herzegovina	1 September 1993 (succession)	FAO, IBRD, IDA, IFAD, ILO, IMF, ITU, UNESCO, UPU, WHO, WIPO, WMO
Czech Republic	22 February 1993 (succession)	ILO, ICAO, UNESCO, WHO, UPU, ITU, WMO, IMO, FAO (second revised text of annex II), WIPO, UNIDO, IMF, IBRD, IFC, IDA

<i>State</i>	<i>Date of receipt of instrument of accession, succession or notification</i>	<i>Specialized agencies</i>
Slovakia	28 May 1993 (succession)	ILO, ICAO, UNESCO, WHO, UPU, ITU, WMO, IMO, FAO (second revised text of annex II), WIPO, UNIDO, IMF, IBRD, IFC, IDA
Ukraine	25 February 1993 (notification)	FAO (second revised text of annex II), ICAO, IMF, IBRD, WHO (third revised text of annex VII), IMO (revised text of annex XII), IFC, IDA, WIPO, IFAD, UNIDO

As of 31 December 1993, 102 States were parties to the Convention.<sup>107</sup>

## 2. UNIVERSAL POSTAL UNION

Agreement between the Universal Postal Union and the Government of the Republic of Korea concerning the organization of the Twenty-first Universal Postal Congress.<sup>108</sup> Signed at Seoul on 17 September 1992

*Considering* that the Government of the Republic of Korea has invited the Universal Postal Union to hold its Twenty-first Congress in the Republic of Korea,

*Considering* that the Universal Postal Union has accepted this invitation,

*Considering* that the Government of the Republic of Korea and the Universal Postal Union have decided by mutual consent that the Congress will open on 22 August 1994 and conclude on 14 September 1994,

The following has been agreed between the Government of the Republic of Korea (hereafter "the Host Government") and the Universal Postal Union (hereafter "the Union") to determine the organization of the Twenty-first Universal Postal Congress and the obligations of both parties:

### *Article 1*

#### *Site and duration of the Congress*

The Twenty-first Universal Postal Congress will be held at the Korea Exhibition Centre (hereafter "the KOEX") in Seoul. This Congress will open on 22 August 1994 and will conclude on 14 September 1994.

...

## Article 19

### *Privileges and immunities*

The Host Government will ensure that the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations<sup>109</sup> is extended to the Universal Postal Union and to the participants in the Twenty-first Congress. Questions not specifically covered by that Convention will be the subject of subsequent clarification or agreement between the parties.

## Article 20

### *Taxes and duties*

The Union will be exempted from any taxes and duties on its expenses relating to the Congress, including the lodging of the personnel of the Congress secretariat.

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## 3. UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

- (a) Standard Basic Cooperation Agreement between the United Nations Industrial Development Organization and the Member State Receiving Assistance from UNIDO<sup>110</sup>

### *Article X*

#### *Privileges and immunities*

[See *Juridical Yearbook*, 1990, p. 52]

### *Article XI*

#### *Facilities for the implementation of UNIDO assistance*

1 and 2. [See *Juridical Yearbook*, 1990, p. 53]

### *Article XIV*

#### *General provisions*

4. [See *Juridical Yearbook*, 1990, p. 53]

Agreements between the United Nations Industrial Development Organization and the Governments of the Philippines<sup>111</sup> and Yemen.<sup>112</sup> Signed at Vienna on 26 February 1993

These Agreements contain provisions similar to articles X; XI, paragraphs 1 and 2; and XIV, paragraph 4, of the Standard Basic Cooperation Agreement.

- (b) Agreement between the United Nations Industrial Development Organization and the Government of Tunisia<sup>113</sup> concerning ar-

rangements to be made for the First Consultation on the Construction Industry [to be held at Tunis from 6 to 10 December 1993].  
Signed at Vienna on 10 December 1992

Considering that, on 16 January 1992, the Government of the Republic of Tunisia (hereinafter referred to as "the Government") informed the United Nations Industrial Development Organization (hereinafter referred to as "UNIDO") that it would host the First UNIDO Consultation on the Construction Industry (hereinafter referred to as "the Consultation"),

Considering that the General Assembly of the United Nations, in section I, paragraph 5, of its resolution 40/243 of 18 December 1985, decided that United Nations bodies may hold sessions away from their established headquarters when a Government issuing an invitation for a session to be held within its territory has agreed to defray, after consultation with the Secretary-General as to their nature and possible extent, the actual additional costs directly or indirectly involved,

UNIDO and the Government have agreed as follows:

...

### *Article X*

#### *Liability*

1. The Government shall be responsible for dealing with any action, claim or other demand which may be instituted against UNIDO or its personnel arising out of:

(a) Injury to person or damage to or loss of property in the premises referred to in article III which are provided by or belonging to the Government;

(b) The employment for the Consultation of the personnel provided by the Government under article VIII;

(c) Any transport services provided by the Government for the Consultation.

2. The Government shall indemnify and hold harmless UNIDO and its personnel in respect of any action, claim or other demand.

### *Article XI*

#### *Privileges and immunities*

1. The Convention on the Privileges and Immunities of the United Nations,<sup>114</sup> adopted by the General Assembly on 13 February 1946, to which Tunisia is a party, shall be applicable in respect of the Consultation. In particular, the participants referred to in article II, paragraph 1 (a), above shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of UNIDO assigned to the Consultation referred to in article II, paragraph 2, above shall enjoy the privileges and immunities provided under articles V and VII and experts on mission for UNIDO in connection with the Consultation shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

2. The representatives/observers referred to in article II, paragraph 1 (b), shall enjoy immunity from legal process in respect of words spoken or written

and any act performed by them in connection with their participation in the Consultation.

3. The personnel provided by the Government under article VIII above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Consultation.

4. Without prejudice to the preceding paragraphs of this article, the Government shall grant all persons performing functions in connection with the Consultation, including those referred to in article VIII, and all persons participating in the Consultation the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the Consultation. All persons referred to in article II shall have the right of entry into and exit from Tunisia, and no impediment shall be imposed on their transit to and from the Consultation areas. They shall be granted facilities for speedy travel.

5. UNIDO shall provide the Tunisian authorities with a list of persons invited to the Consultation. Entry and exit visas, where required, shall be granted free of charge, as speedily as possible and not later than two weeks before the date of the opening of the Consultation, provided that the application for the visa is made at least three weeks before the opening of the Consultation. If the application is made later, the visa shall be granted not later than three days from the receipt of the application. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the Consultation. The Government shall make the necessary arrangements to ensure that the entry visa is granted to participants from countries where Tunisia has no diplomatic representation upon their arrival at the Tunis airport.

6. For the purpose of the application of the Convention on the Privileges and Immunities of the United Nations, the premises of the conference mentioned in article III, paragraph 1, above shall be deemed to constitute premises of UNIDO in the sense of section 3 of the Convention and access thereto shall be subject to the authority and control of UNIDO. The premises shall be inviolable for the duration of the Consultation, including the preparatory stage and the winding up.

7. All persons referred to in article II above shall have the right to take out of Tunisia on their departure, without any restrictions, any unexpended portions of the funds they brought into Tunisia in connection with the Consultation at the official rate of exchange.

8. The Government shall allow the temporary importation tax- and duty-free of all equipment, including technical equipment accompanying representatives of information media, and shall waive import duties and taxes on all supplies necessary for the Consultation. It shall issue without delay any necessary import and export permits for this purpose.

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#### NOTES

<sup>1</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<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>For the list of those States, see *Multilateral treaties deposited with the Secretary-General of the United Nations* (United Nations publication, Sales No. E.94.V.11).

<sup>4</sup>Came into force on 13 January 1993.

<sup>5</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>6</sup>Came into force on 18 January 1993.

<sup>7</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

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

<sup>9</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>10</sup>Came into force on 28 January 1993.

<sup>11</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>12</sup>*Ibid.*, vol. 33, p. 261.

<sup>13</sup>Came into force on 8 February 1993.

<sup>14</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>15</sup>Came into force on 8 April 1993.

<sup>16</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>17</sup>Came into force on 14 April 1993.

<sup>18</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>19</sup>Came into force on 15 April 1993.

<sup>20</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>21</sup>Came into force on 26 April 1993.

<sup>22</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>23</sup>*Ibid.*, vol. 33, p. 261.

<sup>24</sup>Came into force on 1 May 1993.

<sup>25</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>26</sup>*Ibid.*, vol. 33, p. 261.

<sup>27</sup>Came into force on 1 May 1993.

<sup>28</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>29</sup>*Ibid.*, vol. 33, p. 261.

<sup>30</sup>Came into force on 10 May 1993.

<sup>31</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>32</sup>*Ibid.*, vol. 33, p. 261.

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

<sup>34</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>35</sup>Came into force on the date of signature.

<sup>36</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>37</sup>Came into force on the date of signature.

<sup>38</sup>United Nations, *Treaty Series*, vol. 1252, p. 339.

<sup>39</sup>*Ibid.*, vol. 1, p. 15.

<sup>40</sup>*Ibid.*, vol. 33, p. 261.

<sup>41</sup>*Ibid.*, vol. 347, p. 147.

<sup>42</sup>Came into force on 3 June 1993.

<sup>43</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>44</sup>Came into force on 15 June 1993.

<sup>45</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>46</sup>Came into force on 15 June 1993.

<sup>47</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>48</sup>Came into force on 16 June 1993.

<sup>49</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>50</sup>Came into force on 18 August 1993.

<sup>51</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>52</sup>Came into force on 24 April 1993.

<sup>53</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>54</sup>*Ibid.*, vol. 33, p. 261.

<sup>55</sup>Came into force on 20 September 1993.

<sup>56</sup>United Nations, *Treaty Series*, vol. 1, p. 15.

<sup>57</sup>Came into force on the date of signature.

- <sup>58</sup>United Nations, *Treaty Series*, vol. 1, p. 15.
- <sup>59</sup>Came into force on the date of signature.
- <sup>60</sup>United Nations, *Treaty Series*, vol. 1, p. 15.
- <sup>61</sup>*Ibid.*, vol. 33, p. 261.
- <sup>62</sup>Came into force on 11 October 1993.
- <sup>63</sup>United Nations, *Treaty Series*, vol. 1, p. 15.
- <sup>64</sup>Came into force on the date of signature.
- <sup>65</sup>United Nations, *Treaty Series*, vol. 1, p. 15.
- <sup>66</sup>Came into force on 5 November 1993.
- <sup>67</sup>United Nations, *Treaty Series*, vol. 1, p. 15.
- <sup>68</sup>*Ibid.*, vol. 75, p. 5.
- <sup>69</sup>*Ibid.*, vol. 1125, pp. 3 and 609.
- <sup>70</sup>*Ibid.*, vol. 249, p. 215.
- <sup>71</sup>Came into force on 7 December 1993.
- <sup>72</sup>United Nations, *Treaty Series*, vol. 1, p. 15.
- <sup>73</sup>Came into force on 13 September 1992.
- <sup>74</sup>United Nations, *Treaty Series*, vol. 1, p. 15.
- <sup>75</sup>See E/ICEF/BCA, July 1992.
- <sup>76</sup>United Nations, *Treaty Series*, vol. 1, p. 15.
- <sup>77</sup>Came into force on the date of signature.
- <sup>78</sup>Came into force on 23 August 1993.
- <sup>79</sup>Came into force on the date of signature.
- <sup>80</sup>Came into force on the date of signature.
- <sup>81</sup>Came into force on 5 December 1990. The parties to the Agreement agreed on this date in 1994, since no implementing legislation had been required for the Agreement to be effective, in accordance with its article XVII, paragraph 1.
- <sup>82</sup>United Nations, *Treaty Series*, vol. 606, p. 267.
- <sup>83</sup>Came into force on 21 December 1992.
- <sup>84</sup>United Nations, *Treaty Series*, vol. 1, p. 15.
- <sup>85</sup>*Ibid.*, vol. 189, p. 137.
- <sup>86</sup>*Ibid.*, vol. 606, p. 267.
- <sup>87</sup>Came into force on the date of signature.
- <sup>88</sup>Came into force on the date of signature.
- <sup>89</sup>United Nations, *Treaty Series*, vol. 1, p. 15.
- <sup>90</sup>*Ibid.*, vol. 189, p. 137.
- <sup>91</sup>*Ibid.*, vol. 606, p. 267.
- <sup>92</sup>Came into force on the date of signature.
- <sup>93</sup>United Nations, *Treaty Series*, vol. 1, p. 15.
- <sup>94</sup>UNDP, *Basic Documents Manual*, chap. II (1).
- <sup>95</sup>Came into force on the date of signature.
- <sup>96</sup>Came into force on the date of signature.
- <sup>97</sup>Came into force on the date of signature.
- <sup>98</sup>Came into force provisionally on 17 November 1993.
- <sup>99</sup>Came into force on the date of signature.
- <sup>100</sup>Came into force provisionally on 3 December 1993.
- <sup>101</sup>Came into force on the date of signature.
- <sup>102</sup>*International Legal Materials*, vol. XXVI, No. 6, p. 1516.
- <sup>103</sup>*Ibid.*, p. 1550.
- <sup>104</sup>Came into force on 3 November 1993.
- <sup>105</sup>United Nations, *Treaty Series*, vol. 1, p. 15.
- <sup>106</sup>*Ibid.*, vol. 33, p. 261.
- <sup>107</sup>For the list of those States, see *Multilateral treaties deposited with the Secretary-General* (United Nations publication, Sales No. E.94.V.11).
- <sup>108</sup>Came into force on the date of signature.
- <sup>109</sup>United Nations, *Treaty Series*, vol. 33, p. 261.



<sup>110</sup>UNIDO/IDB.1/13, annex. Adopted by the General Conference of UNIDO on 12 December 1985.

<sup>111</sup>Came into force on 26 February 1993.

<sup>112</sup>Came into force on 26 February 1993.

<sup>113</sup>Came into force on the date of signature.

<sup>114</sup>United Nations, *Treaty Series*, vol. 1, p. 15.