

*Extract from:*

# UNITED NATIONS JURIDICAL YEARBOOK

1995

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 Nation

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 became parties to the Convention:<sup>2</sup>

<i>State</i>	<i>Date of receipt of instrument of accession or succession</i>
Republic of Moldova	12 April 1995

As at 31 October 1995, there were 136 States parties to the Convention.<sup>3</sup>

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

- (a) Agreement between the United Nations and the Government of Germany regarding the first session of the Conference of the Parties to the United Nations Framework Convention on Climate Change.<sup>4</sup> Signed at Geneva on 24 January 1995<sup>5</sup>

The secretariat of the United Nations Framework convention on Climate Change (hereinafter referred to as “the Secretariat of the Convention”), as represented by the Interim Secretariat of the Convention in accordance with article 21.1 and the Government of the Federal Republic of Germany (hereinafter referred to as “the Government”)

Recalling resolution 48/ 189 of 21 December 1993 whereby the General Assembly of the United Nations decided that the first session of the Conference of the Parties to the United Nations Framework Convention on Climate Change (hereinafter referred to as “the Convention”) would be held from 28 March to 7 April 1995;

Whereas the General Assembly of the United Nation accepted with deep appreciation the generous offer of the Government to host at Berlin the first session of the Conference of the Parties (hereinafter referred to as “the Conference”);

Whereas in accordance with article 8, paragraph 1 of the Convention a Secretariat has been established, among the functions of which is to “make arrangements for sessions of the Conference of the Parties and its subsidiary bodies” and “to provide them with services as required;”

Whereas the Secretariat of the Convention, pursuant to paragraph (f) of article 8 of the Convention, is empowered, *inter alia*, to enter into contractual arrangements as may be required;”

Whereas under paragraph 1 of article 21 of the Convention, the functions of the Secretariat of the Convention are carried out on an interim basis by the secretariat established by the General Assembly of the United Nations in its resolution 45/212 of 21 December 1990, until the completion of the first session of the Conference of the Parties (hereinafter referred to as “the interim secretariat”);

Have agreed as follows:

### *Article 1*

#### DATE AND PLACE OF THE CONFERENCE

The Conference shall be held at the “International Congress Center Berlin” (ICC Berlin) from 28 March to 7 April 1995.

### *Article 2*

#### ATTENDANCE AT THE CONFERENCE

1. In accordance with the provisions of the Convention, the first session of the Conference of the Parties shall be open to:

- (a) Representatives of the Parties to the Convention;
- (b) Representatives of observer States referred to in paragraph 6 of article 7 of the Convention;
- (c) Representatives of the United Nations, its specialized agencies and the International Atomic Energy Agency;
- (d) Representatives of the observer organization referred to in paragraph 6 of article 7 of the Convention;
- (e) Other persons invited by the interim secretariat.

2. The public meetings of the Conference of the Parties shall be open to representatives of the information media accredited to the Conference in consultation with the Government.

### *Article 3*

#### PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide such conference space and facilities at the “International Congress Center Berlin” as are necessary for the holding of the Conference, including conference rooms for informal meetings, office and



storage space, lounges and other related facilities as well as the necessary space for a registration area, mass media (press, television and radio) and the accredited observers referred to in paragraph 1 (d) of article 2 above as specified in annex I to the Agreement.

2. The premises referred to above shall remain at the disposal of the interim secretariat, for the purposes of the Conference, 24 hours a day throughout the Conference and for such additional time in advance of the opening and after the closing of the Conference as is agreed between the secretariat of the Convention and the Government for the preparation and settlement of all matters connected with the Conference.

3. The Conference rooms shall be equipped for simultaneous interpretation and sound recordings in the six languages of the Conference. Each interpretation booth shall have the capacity to switch to all seven channels (the "floor" i.e. the speaker-plus each channel). The Arabic and Chinese booths require a system whereby the interpreters can override either the English or French booth so that the Arabic and Chinese interpreters can work into those languages without physically moving to either booth.

4. The Government shall at its expense adequately furnish, equip and maintain such equipment as word processors and typewriters with keyboards in the languages needed as specified in annex II to the present Agreement and shall furnish and maintain in good repair all the rooms and equipment as are necessary for the effective conduct of the Conference.

5. The interim secretariat shall provide all stationery supplies as required for the adequate functioning of the Conference.

6. The Government shall provide and bear the cost of all necessary utility services, such as water and electricity as well as local telephone communications of the secretariat of the Conference and its communications by telex, telefax, electronic mail transmission or telephone with United Nations Office at Geneva and the United Nations Headquarters in New York when such communications are authorized by the Executive Secretary of the interim secretariat or the persons delegated by him.

7. The Government shall provide and bear the cost of transport and insurance charges from any established United Nations Office to the site of the Conference and return of all secretariat supplies and equipment required for the adequate functioning of the Conference. The interim secretariat, in consultation with the Government, shall determine the mode of shipment of such equipment and supplies. The Government may also provide equivalent equipment at the conference venue instead.

8. The Government shall provide, if possible within the conference area, on a commercial basis, banking, post office, telephone, telefax and other telecommunications facilities, catering facilities and travel agency, and a secretarial service centre, equipped in consultation with the interim secretariat, for use by the persons referred to in article 2.

9. The Government shall install, at no cost to the interim secretariat, facilities for written coverage, film coverage, radio and television broadcasting of the proceedings, to the extent required by the interim secretariat.

10. In addition to the press, film, radio and television broadcasting facilities mentioned in paragraph 9 above, the Government shall provide, at no cost to the interim secretariat, a press working area, a briefing room for correspondents, radio and television studio and areas for interviews and programme preparation.

*Article 4*

MEDICAL FACILITIES

The Government shall provide adequate medical facilities for first aid in emergencies within the conference area. Immediate access and admission to hospital will be assured by the Government whenever required, and the transport shall be constantly available on call.

*Article 5*

POLICE PROTECTION

The Government shall furnish at its expense such police protection that may be required to ensure the efficient functioning of the Conference without interference of any kind. Such police service shall be under the direct supervision and control of a senior officer to be provided by the Government. He shall work in close cooperation with the Security Liaison Officer designated by the interim secretariat for the purpose, so as to ensure a proper atmosphere of security and tranquillity.

*Article 6*

HOTEL ACCOMMODATION

The Government shall ensure that adequate accommodation in hotels or residences is available at reasonable commercial rates for persons participating in or attending the Conference.

*Article 7*

TRANSPORTATION

1. The Government shall ensure the availability of adequate transportation for all Conference participants and interim secretariat staff, as well as other United Nations officials, to and from the airport for time required before and after the Conference, as well as transportation to and from the principle hotels and the Conference premises for the duration of the Conference. This shall be guaranteed by local public passenger transport.

2. In addition, the Government shall also provide a minibus (including driver) to the interim secretariat and other United Nations officials during the segment of the Conference at the level of senior officials and another minibus (also including driver) during the ministerial segment. The coordination of the use of the buses will be ensured by transportation dispatchers to be provided by the Government (included in annex III).

## *Article 8*

### LOCAL PERSONNEL

1. The Government shall appoint an official who shall act as a liaison officer between the Government and the interim secretariat and shall be responsible, in consultation with the Executive Secretary of the interim secretariat, for carrying out the administrative and personnel arrangements for the Conference as required under this Agreement.

2. The Government shall engage and provide at its expense and place under the general supervision of the Executive Secretary of the interim secretariat the local personnel required in addition to the secretariat staff:

(a) To ensure the proper functioning of the equipment and facilities referred to in article 3 above;

(b) To reproduce and distribute the documents and press releases needed by the Conference;

(c) To work as secretaries, typists, clerks, messengers, conference room ushers, drivers, etc.

Detailed required for local personnel are specified in annex III hereto attached.

3. The Government shall arrange at its own expense, at the request of the Executive Secretary of the interim secretariat, for some of the local staff referred to in paragraph 2 above, to be available before the opening and after the closing of the Conference, as required by the Secretariat.

4. The Government shall arrange at its own expense, at the request of the Executive Secretary of the interim secretariat, for adequate numbers of the local personnel referred to in paragraph 2 above to be available in order to maintain such night services as may be required in connection with the Conference.

## *Article 9*

### FINANCIAL ARRANGEMENTS

1. The Government in addition to the financial obligations provided for elsewhere in this Agreement, shall bear the actual additional costs directly or indirectly involved in holding the Conference in Berlin rather than at Geneva. Such costs, which are provisionally estimated at approximately (\$US 671, 400 United States dollars six hundred seventy-one thousand four hundred) shall include but not be restricted to, the actual additional costs of travel and staff entitlements of the officials of the interim secretariat and other United Nations officials assigned to plan for or attend the Conference (see annex IV) as well as the costs of shipment of equipment and supplies not readily available locally in accordance with article 3, paragraph 5, and, as appropriate, annex II. Arrangements for the travel of the interim secretariat officials and other officials of the United Nations required to plan for or service the Conference and for the shipment of any necessary equipment and supplies shall be made by the interim secretariat 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.

2. The Government shall, no later than 31 January 1995, deposit with the United Nations Secretariat the sum of (\$US 671, 400 United States dollars six hundred seventy-one thousand four hundred) representing the total estimated costs referred to in paragraph 1, and as detailed in annex IV. If necessary, the Government shall make further advances as requested by the interim secretariat so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

3. The deposit and the advances required by paragraph 2 shall be used only to pay the obligations of the interim secretariat in respect of the Conference.

4. After the Conference, the United Nations Secretariat shall give the Government a detailed set of accounts showing the actual additional costs incurred by the interim secretariat and to be borne by the Government pursuant to paragraph 1. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the payments are made. The United Nations Secretariat, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of the deposit or the advances required by paragraph 2. Should the actual additional costs exceed the deposit, the Government shall remit the outstanding balance within one month of the receipt of the detailed accounts. The final accounts shall be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustments of accounts shall 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 final by both the interim secretariat and the Government.

#### *Article 10*

##### LIABILITY

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

(a) Injury to persons or damage to or loss of property in the premises referred to in article 3 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 7 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 8.

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

## Article 11

### *Privileges and immunities*

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which the Federal Republic of Germany is a party, shall be applicable, *mutatis mutandis*, in respect to the Conference. In particular the representatives of the Parties, referred to in paragraph 1(a) of article 2 above, shall enjoy the privileges and immunities provided under article IV of the Convention on the Privileges and Immunities of the United Nations, the officials of the interim secretariat and other United Nations officials performing functions in connection with the Conference shall enjoy the privileges and immunities provided under articles V and VII of the Convention on the Privileges and Immunities of the United Nations, and any experts on missions for the United Nations in connection with the Conference shall enjoy the privileges and immunities provided under articles VI and VII of the Convention on the Privileges and Immunities of the United Nations.

2. The representatives of observer States, referred to in paragraph 1(b) of article 2 above, shall enjoy the privileges and immunities provided under article IV of the Convention on the Privileges and Immunities of the United Nations.

3. The representatives of the specialized agencies and the International Atomic Energy Agency shall enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947<sup>6</sup> or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency of 1 July 1959,<sup>7</sup> as appropriate.

4. The other observers referred to in paragraph 1(d) and (e) of article 2 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 Conference.

5. The personnel provided by the Government under article 8, above, shall enjoy, immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity with the Conference.

6. Without prejudice to the preceding paragraphs of the present article, all persons performing functions in connection with the Conference, shall enjoy such privileges, immunities and facilities as are necessary for the independent exercise of their functions in connection with the Conference.

7. All persons referred to in article 2 shall have the right of entry into and exit from the Federal Republic of Germany, 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 and as speedily as possible. Arrangements shall also be made to ensure that visas for the duration of the Conference are delivered at the airport of arrival to those who were unable to obtain them prior to their arrival.

8. The Conference premises and access thereto shall be subject to the authority and control of the interim secretariat with assistance by the Government as specified in article 5 above. The premises shall be inviolable for the duration of the Conference, including the preparatory stage and the winding-up.

9. 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.

### *Article 12*

#### SETTLEMENT OF DISPUTES

Any dispute between the Secretariat of the Convention 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 arbitrators. 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.

- (b) Exchange of letters constituting an agreement between the United Nations and the Government of Mongolia regarding a Training Course on the Administration of Justice and the Independence of the Judiciary to be held at Ulaanbaatar from 20 to 24 February 1995. Signed at Geneva on 27 January and 10 February 1995<sup>8</sup>

#### I

#### LETTER TO THE UNITED NATIONS

27 January 1995

Sir,

I have the honour to refer to the comprehensive programme of technical assistance to Mongolia discussed between representatives of the Government of Mongolia and officials of the United Nations Centre for Human Rights during their consultation mission to Ulaanbaatar in September 1994, in particular, the activities scheduled for 1995. These activities will include the organization

of a Training Course on the Administration of Justice and the Independence of the Judiciary to be held at Ulaanbaatar.

With respect to the above-mentioned Training Course, please find set out below the text of an Agreement between the United Nations and the Government of Mongolia (hereinafter referred to as “the Government”):

Agreement between the United Nations and the Government of Mongolia, regarding a training course on the Administration of Justice and the Independence of the Judiciary to be held at Ulaanbaatar from 20 to 24 February 1995

1. The Training Course will last for five working days, and is intended for legal practitioners including judges, magistrates, lawyers, prosecutors, members of the General Council of Courts, as well as professors of the law school, government officials and representatives of non-governmental organizations active in the field of human rights. The Training Course will be limited to an absolute maximum of 50 participants. Ability to attend the full week of the Course shall be a prerequisite for registration of participants, who will be invited by the United Nations Centre for Human Rights.

2. The United Nations Centre for Human Rights will send to Ulaanbaatar two staff members to organize and direct the Training Course and will invite five international experts to conduct the Course.

3. The United Nations shall meet the travel expenses including subsistence costs in respect of the four international experts, and United Nations staff, for the duration of the Training Course, at applicable United Nations staff, for the duration of the Training Course, at applicable United Nations rates and in accordance with the Organization’s Rules and Regulations (see attached annex).

4. The Government shall assume the financial responsibility for local transportation for the four international experts and United Nations staff, as specified in the attached annex.

5. The Government shall provide for the Training Course adequate facilities, including personnel resources, space and office supplies as described in the attached annex, at no cost to the United Nations.

6. The Government shall be responsible for ensuring that, by 28 April 1995, a follow-up report be submitted by the Ministry of Justice and/or the Supreme Court of Mongolia to the United Nations Centre for Human Rights, on the activities undertaken to disseminate knowledge and skills gained by the participants during the Training Course. The report will provide the Centre with an evaluation of the training programme and of follow-up activities, and indicate how such evaluation may be useful for the future training activities envisaged by the Centre for Human Rights in the proposed comprehensive programme of technical assistance to Mongolia.

7. 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 Training Course; (ii) the transportation provided by the Government; and (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 action, claim or other demand.

8. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which Mongolia is a party, shall be applicable to the Training Course. In particular:

(a) Staff of the United Nations participating in or performing functions in connections with the Training Course 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 articles VI and VII 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 Training Course shall enjoy such privileges and immunities, facilities and courtesies, as are necessary for the independent exercise of their functions, in connection with the Training Course;

(d) Participants invited 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 Training Course;

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

9. The rooms, offices and related localities and facilities put at the disposal of the Training Course 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.

10. The Government shall notify the local authorities of the convening of the Training Course and request appropriate protection.

11. 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 agree otherwise, 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 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 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 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 shall be final and, even if rendered in default of one of the parties, be binding on both of them.



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 Mongolia, which shall enter into force on the date of your reply and shall remain in force for the duration of the Training Course, and for such additional period as is necessary for their preparation and winding up including completion of the follow-up component as described in paragraph 6 above.

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

## II

### LETTER FROM THE PERMANENT REPRESENTATIVE OF MONGOLIA TO THE UNITED NATIONS OFFICE AT GENEVA

Geneva, 10 February 1995

In reference to your letter of 27 January 1995 concerning a Training Course on the Administration of Justice and the Independence of the Judiciary to be held from 20 to 24 February 1995 in Ulaanbaatar, I have the honour to confirm to you that the Government of Mongolia has accepted the Agreement between the United Nations and the Government of Mongolia regarding the above-mentioned Training Course.

(Signed) Sh. YUJAY  
Ambassador

- (c) Agreement between the United Nations and the Government of Haiti regarding the status of the United Nations mission in Haiti. Signed at Port-au-Prince on 15 March 1995<sup>9</sup>

## I. DEFINITIONS

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

(a) "UNMIH" means the United Nations Mission in Haiti established pursuant to Security Council resolution 867 (1993) of 23 September 1993 and whose mandate was revised and extended in accordance with the provisions of paragraphs 9 and 10 of Security Council resolution 940 (1994) of 31 July 1994. UNMIH was subsequently strengthened pursuant to Security Council resolution 975 (1995) of 30 January 1995. UNMIH is to comprise:

(i) The "Special Representative" appointed by the Secretary-General of the United Nations. Except as provided in paragraph 24 below, any mention of the Special Representative in the present Agreement shall include any member of UNMIH to whom the Special Representative may have delegated his authority;

(ii) A “civilian component” made up of United Nations officers and other persons, including the civilian police, assigned by the Secretary-General to assist the Special Representative or placed at the disposal of UNMIH by the participating States;

(iii) A “military component” made up of military personnel and specialized civilian personnel placed at the disposal of UNMIH by the participating States;

(b) “member of UNMIH” means a member of the civilian or military component;

(c) “Locally recruited personnel” means United Nations officers who are recruited locally, with the exception of those who are assigned to hourly rates, in accordance with General Assembly resolution 76 (I) of 7 December 1946;

(d) “participating State” means a State contributing personnel to the aforementioned UNMIH components;

(e) “the Government” means the Government of Haiti;

(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.

## II. APPLICATION OF THE PRESENT AGREEMENT

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

## III. APPLICATION OF THE CONVENTION

3. UNMIH, its property, funds and assets, and its members, including the Special Representative, shall enjoy the privileges and immunities specified in the present Agreement as well as those provided for in the Convention, to which Haiti is a Party.

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

## IV. STATUS OF UNMIH

5. UNMIH 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. UNMIH and its members shall respect all local laws and regulations. The Special Representative shall take all appropriate measures to ensure the observation of those obligations.

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

7. Without prejudice to the mandate of UNMIH and its international status:

(a) The United Nations shall ensure that UNMIH fulfils its mission in Haiti in such a manner as to respect fully the principles and spirit of the general international conventions relating to the conduct of military personnel.

These international conventions include the four Geneva Conventions (Red Cross) of 12 August 1949<sup>10</sup> and the Additional Protocols thereto of 8 June 1977<sup>11</sup> and the UNESCO Convention for the Protection of Cultural Property in the event of Armed Conflict<sup>12</sup>

(b) The Government shall undertake to treat UNMIH military personnel at all times in such a manner as to respect fully the principles and spirit of the general international conventions applicable to the treatment of military personnel. These international conventions include the four Geneva Conventions (Red Cross) of 12 August 1949 and the Additional Protocols thereto of 8 June 1977.

UNMIH and the Government shall ensure that the members of their respective military personnel are fully aware of the principles and spirit of the aforementioned international instruments.

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

8. The Government recognizes the right of UNMIH to display within Haiti 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 these cases, UNMIH shall give sympathetic consideration to observations or requests of the Government of Haiti.

9. UNMIH vehicles, vessels and aircraft shall carry a distinctive United Nations identification, which shall be notified to the Government.

#### *Communications*

10. UNMIH shall enjoy the facilities in respect to communications provided for 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.

11. Subject to the provisions of paragraph 10:

(a) UNMIH shall have authority to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory of Haiti 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<sup>13</sup> 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) UNMIH shall enjoy, within the territory of Haiti, the right to communication, in accordance with paragraph 11(a), 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 UNMIH premises, 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 favorable rate.

(c) UNMIH may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNMIH. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of UNMIH or its members. In the event that postal arrangements applying to private mail of members of UNMIH 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. UNMIH and its members shall enjoy, together its vehicles, vessels, aircraft and equipment, freedom of movement throughout Haiti. 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 Haiti, be coordinated with the Government. The Government undertakes to supply UNMIH, 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. UNMIH vehicles, including all military vehicles, vessels and aircraft, 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. UNMIH may use roads, bridges, canals and other waters, port facilities and airfields without the payment of dues, tolls or charges, including war-fare charges. However, UNMIH will not claim exemption from charges, which are in fact charges for services rendered.

#### *Privileges and immunities of UNMIH*

15. UNMIH, 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 UNMIH shall also apply to the property, funds and assets of participating States used in Haiti, in connection with the national contingents serving in UNMIH, as provided for in paragraph 4 of the present Agreement. The Government recognizes the right of UNMIH 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 UNMIH 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 members of UNMIH, 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 UNMIH, and he shall give sympathetic consideration to observations or request 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 UNMIH 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 Haiti 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 UNMIH and the Government at the earliest possible date.

## V. FACILITIES

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

16. The government of Haiti shall provide without cost to UNMIH 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 UNMIH and for the accommodation of members of UNMIH. Without prejudice to the fact that all such premises remain Haitian territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations. Where UNMIH military personnel are co-located with military personnel of Haiti, a permanent, direct and immediate access by UNMIH to those premises shall be guaranteed.

17. The Government undertakes to assist UNMIH 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 favorable 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 UNMIH as to essential government services. Where such utilities or facilities are not provided free of charge, payment shall be made by UNMIH on terms to be agreed with the competent authority. UNMIH shall be responsible for the maintenance and upkeep of facilities so provided.

18. UNMIH 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 UNMIH to such premises.

*Provisions, supplies and services, and sanitary arrangements*

20. The Government undertakes to assist UNMIH 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, UNMIH 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 UNMIH from general sales taxes in respect of all official local purchases.

21. UNMIH 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 convention.

*Recruitment of local personnel*

22. UNMIH 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 UNMIH and to accelerate the process of such recruitment.

*Currency*

23. The Government undertakes to make available to UNMIH, against reimbursement in mutually acceptable currency, Haitian currency required for the use of UNMIH, including the pay of its members, at the exchange most favorable to UNMIH.

VI. STATUS OF MEMBERS OF UNMIH

*Privileges and immunities*

24. The Special Representative, the commissioner in charge of the civilian police, the Commander of the military component of UNMIH, 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. Members of the United Nations Secretariat and the United Nations Volunteers assigned to the civilian component to serve with UNMIH are entitled to the privileges and immunities of articles V and VII of the Convention.

26. The other members of the civilian component, namely UNMIH civilian police, military instructors 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 component of UNMIH shall have the privileges and immunities specifically provided for in the present Agreement.

28. Unless otherwise specified in the present Agreement, locally recruited members of UNMIH 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 UNMIH 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 Haiti. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

30. Members of UNMIH shall have the right import free of duty their personal effects in connection with their arrival in Haiti. They shall be subject to the laws and regulations of Haiti governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Haiti with UNMIH. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of UNMIH, including the military component, upon prior written notification. On departure from Haiti, members of UNMIH 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 UNMIH.

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 Haiti by the members of UNMIH in accordance with the present Agreement.

#### *Entry, residence and departure*

32. The Special Representative and members of UNMIH shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from Haiti.

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

34. For the purpose of such entry or departure, international members of UNMIH 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 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*

35. The Special Representative shall issue to each member of UNMIH before or as soon as possible after such member's first entry into Haiti, 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 34 of the present Agreement, such identity card shall be the only document required of a member of UNMIH. The identity cards shall be issued to locally recruited personnel solely in connection with their official duties within the framework of UNMIH.

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

### *Uniform and arms*

37. Military members of UNMIH and the UNMIH civilian police shall wear, while performing official duties, the national military or police uniform of their respective States with standard United Nations accoutrements, namely the United Nations beret and insignia. 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 UNMIH may be authorized by the Special Representative at other times. Military members of UNMIH, UNMIH civilian police 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 UNMIH, including locally recruited personnel, of any UNMIH transport of communication equipment and for the practice of any profession or occupation in connection with the functioning of UNMIH provided that not licence to drive a vehicle, pilot an aircraft or practice a profession 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 UNMIH for the carrying or use of firearms or ammunition in connection with the functioning of UNMIH. Under no circumstances shall such licence or permit be granted to Haitian personnel. The Special Representative shall notify the Government of permits or licences issued.

### *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 UNMIH, as well as locally recruited personnel. To this end personnel designated by the Special Representative shall police the premises of the UNMIH 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 the Special Representative deems such employment necessary to maintain discipline and order among members of UNMIH.

41. The UNMIH military police shall have the power of arrest over military members of UNMIH. 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 also take into custody any other person who commits an offence on UNMIH premises. 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. The Government authorities shall not take into custody members of the UNMIH military component, members enjoying for the purposes of the present Agreement the status of diplomatic envoys or members enjoying the status of experts on mission for the United Nations. Officials of the Government may take into custody any other member of UNMIH only:

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

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

44. UNMIH 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 UNMIH or its members which, if committed in relation to the force of the Government, would have rendered such acts liable to prosecution.

#### *Jurisdiction*

46. All members of UNMIH 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 to be employed by UNMIH and after the expiration of the other provisions of the present Agreement.

47. Should the Government consider that any member of UNMIH 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 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 52 of the present Agreement;

(b) Members of the UNMIH military component 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 Haiti.

48. If any civil proceeding is instituted against a member of UNMIH before any Haitian court, 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 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 UNMIH 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 UNMIH 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 UNMIH 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 UNMIH who dies in Haiti, as well as that member's personal property located therein, 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 UNMIH or any member thereof is a party and over which the courts of Haiti 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 52. The awards of the commission shall be notified to the parties and, if against a member of UNMIH, the Special Representative or the Secretary-General of the United Nations shall use his best endeavors 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 UNMIH 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 decision of the tribunal shall be final and binding on both parties.

53. All differences between the United Nations and the Government of Haiti arising out of the interpretation or application of the present arrangements which 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 the present 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 the present Agreement refers to the privileges, immunities and rights of UNMIH and to the facilities Haiti undertakes to provide to UNMIH, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate Haitian authorities.

57. The present Agreement shall enter into force on the date of its signature by the Special Representative of the Secretary-General and the Minister for Foreign Affairs of the Republic of Haiti.

58. The present Agreement shall remain in force until the departure of the final UNMIH element from Haiti 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 the present Agreement and were submitted prior to or within three months of such termination.
- (d) Exchange of letters constituting an agreement between the United Nations and the Government of the Philippines regarding the Third International Workshop of National Institutions for the Promotion and Protection of Human Rights, held at Manila from 18 to 21 April 1995.<sup>14</sup> Geneva, 5 and 12 April 1995.

## I

### LETTER FROM THE UNITED NATIONS

Geneva, 5 April 1995

Madam,

I have the honour to refer to discussions which were held between representatives of the United Nations Centre for Human Rights and of the Permanent Mission of the Philippines to the United Nations Office at Geneva, regarding the Third International Workshop of National Institutions for the Promotion and Protection of Human Rights, to be held pursuant to paragraph 10 of Commission on Human Rights resolution 1994/64 of 9 March 1994 and Economic and Social Council decision 1994/256 of 22 July 1994, and organized by the United Nations Centre for Human Rights in cooperation with the Philippines Commission on Human Rights. In this connection I also refer to an exchange of letters between the United Nations Assistant Secretary-General for Human Rights (20 June 1994) and the Chairman of the Philippine Commission on Human Rights (22 April and 2 June 1994) regarding the organization of the Workshop, copies of which are enclosed for your information.

I would like to thank Your Excellency's Government for agreeing to host the Workshop and to put at the disposal of the United Nations, free of charge, the necessary facilities to allow the Workshop to take place in Manila.

The Centre for Human Rights would like to assure your Government of its complete cooperation in organizing the Workshop whose principal objective is to encourage the establishing of national institutions for the promotion and protection of human rights and the strengthening of those which already exist.

Please find set out below the text of an Agreement between the United Nations and the Government of the Philippines (hereinafter referred to as "the Government"), regarding the Workshop referred to above:

Agreement between the United Nations and the Government of the Philippines regarding the Third International Workshop of National Institutions for the Promotion and Protection of Human Rights, to be held at Manila from 18 to 21 April 1995

1. Participants in the Workshop shall be (30) representatives of national institutions for the promotion and protection of human rights who shall be invited by the United Nations Centre for Human Rights according to an equitable geographical distribution.

2. Representatives of States Members of the United Nations, representatives of the specialized agencies and non-governmental organizations concerned with the subject matters shall also be invited by the Centre to participate as observers in the Workshop in accordance with the procedure established under the Technical Cooperation Programme in the field of human rights.

3. The United Nations shall send eleven staff members (five of the Centre of Human Rights and six interpreters) to Manila in order to service the Workshop.

4. The United Nations shall arrange for the travel of 23 representatives of national institutions who were determined by the Coordinating Committee of National Institutions at its meeting in Geneva on 22 and 23 February 1995. It shall also provide a daily allowance to cover incidental expenses in accordance with the Organization's Rules and Regulations, as set out in the attached annex.

5. The Government shall provide meals and accommodation, according to United Nations standards and at no cost to the Organization or the persons concerned, for up to 30 representatives of national institutions and the United Nations staff members, referred to in paragraph 3 above, during the Workshop.

6. The Government shall provide for the Workshop, at no cost to the Organization, adequate conference facilities, including personnel resources, space and office supplies, as well as transportation, as described in the attached annex.

7. The Government shall also meet the costs relating to telephone/facsimile communications between Manila and Geneva in connection with the holding of the Workshop.

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

(a) Injury to person or damage to property in conference or office premises provided for the Workshop;

(b) The transportation provided by the Government;

(c) The employment for the Workshop 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.

9. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which the Philippines is a party, shall be applicable to the Workshop, in particular:

(a) The participants invited by the United Nations Centre for Human Rights pursuant to paragraph 1 above shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention;

(b) Staff 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;

(c) Representatives of Member States invited in accordance with paragraph 2 above, shall enjoy the privileges and immunities provided under article IV of the Convention;

(d) 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;

(e) Personnel provided by the Government pursuant to this Agreement and representatives of non-governmental organizations invited in accordance with paragraph 2 above to participate as observers in the Workshop, 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;

(f) All participants, including observers, United Nations staff and persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from the Philippines. Visas and entry permits, where required, shall be granted promptly and free of charge.

10. The rooms, offices and related localities and facilities put at the disposal of the Workshop 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.

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

12. 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, shall, unless the parties agree otherwise, 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 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 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 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 shall be final and, even if rendered in default of one of the parties, be binding on both of them.

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 Philippines 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 their preparation and winding up.

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

## II

### LETTER FROM THE PERMANENT REPRESENTATIVE OF THE PHILIPPINES TO THE UNITED NATIONS OFFICE AT GENEVA

12 April 1995

Excellency:

I have the honour to refer to your letter of 5 April 1995 with ref. No. G/SO 214 (32-2), setting out the text of the agreement between the United Nations and the Government of the Philippines regarding the Third International Workshop of National Institutions for the Promotion and Protection of Human Rights, to be held at Manila from 18 to 21 April 1995.

In accordance with the last paragraph of the above mentioned Agreement, this letter would constitute the agreement of the Government of the Philippines to the terms and conditions of the said Agreement.

(Signed) Lilia R. BAUTISTA  
Ambassador

(e) Agreement between the United Nations and the Government of Japan relating to the Statistical Institute for Asia and the Pacific. Signed at Bangkok on 14 April 1995<sup>15</sup>

The United Nations and the Government of Japan (hereinafter referred to as “the Government”), *Recalling* that the Asian Statistical Institute, later renamed Statistical Institute for Asia and the Pacific (hereinafter referred to as “the Institute”), was brought into existence pursuant to the Agreement between the Government of Japan and the United Nations Development Programme concerning Assistance for the Establishment and Operation of the Asian Statistical Institute of 9 September 1969 and to part I, paragraph 2 of the 1 May 1970 Plan of Operation between the United Nations Development Programme, the United Nations as the then Executing Agency, the Government as the host government to the Institute and other Governments participating in the project of the Institute, and that the Institute has since been located in Japan, *Considering* that the

Institute is to be established, as of 1 April 1995 as a subsidiary body of the Economic and Social Commission for Asia and the Pacific (hereinafter referred to as “the Commission”) pursuant to resolution 50/5 adopted by the Commission on 13 April 1994 and Economic and Social Council decision 1994/289 of 26 July 1994, *Recalling* the Commission’s strong desire that the Institute be provided with a durable institutional framework and that it continue to function as a regional institution supported by the United Nations, *Desiring* that the Institute continue to be located in Japan,

*Have agreed* as follows:

### *Article I*

#### STATUS AND LOCATION OF THE INSTITUTE

1. The Government recognizes that the Institute has the status of a subsidiary body of the Commission, the purposes of which are to strengthen, through practically oriented training of official statisticians, the capability and activities of the developing countries of the region to collect, to analyze and disseminate statistics as well as to produce timely and high-quality statistics that can be utilized for economic and social development planning, and to assist those developing countries in establishing or strengthening their statistical training capability and other related activities.

2. The Government agrees that the Institute is located in the Tokyo metropolitan area, Japan.

### *Article II*

#### CONTRIBUTION BY THE GOVERNMENT

The Government shall, on the basis of its relevant and applicable laws and regulations and in accordance with its annual budgetary appropriations, make contributions to the Commission in cash as well as in kind, including the provision of office space, equipment, facilities and services of local personnel, to be utilized for the Institute’s activities.

### *Article III*

#### FINANCIAL AND RELATED ARRANGEMENTS

All expenses of the Institute, including remuneration of its staff, shall be met from voluntary contributions accepted by the Commission, in cash and/or in kind, from the Government, other governments, other United Nations bodies and specialized agencies and other sources, and those voluntary contributions shall be administered in accordance with the financial Regulations and Rules of the United Nations.

### *Article IV*

#### FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government shall apply to the United Nations, including the Institute, and its officials and experts on mission, the provisions of the Convention on the Privileges and Immunities of the United Nations, to which the Government is a party.



2. The Government shall apply to each specialized agency of the United Nations and its officials and experts on mission the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, to which the Government is a party, including any annex to the Convention applicable to such specialized agency.

#### *Article V*

##### COOPERATION BETWEEN THE UNITED NATIONS AND THE GOVERNMENT

There shall be close cooperation between the United Nations and the Government to facilitate the operation of the Institute. To that end, they shall consult with each other as and when appropriate and shall make available to each other all information and assistance relating to the activities of the Institute as may reasonably be requested.

#### *Article VI*

##### ENTRY INTO FORCE AND TERMINATION

1. This Agreement shall enter into force on the date of its signature.
2. This Agreement may be terminated by mutual consent or by either Party serving twelve months' written notice to the other Party.

*In Witness Whereof* the undersigned, being the duly authorized representatives of the United Nations and of the Government respectively, have signed this Agreement at Bangkok on 14 April 1995, in two originals in the English language.

- (f) Agreement between the United Nations and the Government of Angola on the status of the United Nations Peacekeeping operation in Angola. Signed at Luanda on 3 May 1995.

#### I. DEFINITIONS

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

(a) "UNAVEM III" means the United Nations peacekeeping operation established pursuant to Security Council resolution 976 (1995) of 8 February 1995 to assist the parties in restoring peace and achieving national reconciliation in Angola on the basis of the "Acordos de Paz", the Lusaka Protocol and the relevant Security Council resolutions. UNAVEM III will be comprised of:

- (i) the "Special Representative" appointed by the Secretary-General. Any reference to the Special Representative in this Agreement shall, except in paragraph 25 include any member of UNAVEM III 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 UNAVEM III;

- (iii) a “military component” consisting of military and special civilian personnel made available by participating States to serve as part of UNAVEM III;
- (iv) a “civilian police component” consisting of police personnel made available by participating States at the request of the Secretary-General;
- (b) a “member of UNAVEM III” means any member of the civilian, military or police components;
- (c) a “participating State” means a State contributing personnel to any of the above-mentioned components of UNAVEM III;
- (d) “the Government” means the Government of the Republic of Angola;
- (e) the “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.

## II. APPLICATION OF THE PRESENT AGREEMENT

2. Unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the Republic of Angola or any privilege, immunity, facility or concession granted to UNAVEM III or any member thereof apply in Angola only.

## III. APPLICATION OF THE CONVENTION

3. UNAVEM III, its property, funds and assets, and its members, including the Special Representative, shall enjoy the privileges and immunities specified in the present Agreement as well as those provided for in the Convention, to which Angola is a party.

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

## IV. STATUS OF UNAVEM III

5. UNAVEM III 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. UNAVEM III 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. Without prejudice to the mandate of UNAVEM III and its international status:

(a) The United Nations shall ensure that UNAVEM III shall conduct its operations in Angola with full respect for the principles and spirit of the general conventions applicable to the conduct of military personnel. These international conventions include the four Geneva Conventions of 12 August 1949 and their Additional Protocols of 8 June 1977 and the UNESCO Convention of 14 May 1954 on the Protection of Cultural Property in the Event of Armed Conflict;

(b) The Government undertakes to treat at all times the military personnel of UNAVEM III with full respect for the principles and spirit of the general international conventions applicable to the treatment of military personnel. These international conventions include the four Geneva Conventions of 12 April 1949 and their Additional Protocols of 8 June 1977. UNAVEM III and the Government shall therefore ensure that members of their respective military personnel are fully acquainted with the principles and spirit of the above-mentioned international instruments.

7. The Government undertakes to respect the exclusively international nature of UNAVEM III.

8. The Government undertakes to protect on its territory UNAVEM III, its operations and its members, facilities and property.

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

9. The Government recognizes the right of UNAVEM III to display within Angola 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 these cases, UNAVEM III shall give sympathetic consideration to observations or requests of the Government of Angola.

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

#### *Communications*

11. UNAVEM III 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.

12. Subject to the provisions of paragraph 11:

(a) UNAVEM III shall install, in consultation with the Government, and operate United Nations radio stations to disseminate information relating to its mandate. UNAVEM III shall also 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 Angola with each other and with United Nations offices in other countries, and to exchange traffic with the United Nations global telecommunications network. The United Nations radio stations and telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations and the relevant frequencies on which any such stations may be operated shall be decided upon in co-operation with the Government and shall be communicated by the United Nations to the International Frequency Registration Board;

(b) UNAVEM III shall enjoy, within the territory of Angola, the right to unrestricted communication by radio (including satellite, mobile, cellular 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 UNAVEM III, 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 co-operation 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 favorable prevailing rate in the country. UNAVEM III will enjoy preferential access to the Angolan Communication Systems;

(c) UNAVEM III may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNAVEM III. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of UNAVEM III or its members. In the event that postal arrangements applying to private mail of members of UNAVEM III 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*

13. UNAVEM III and its members shall enjoy, together with its vehicles, vessels, aircraft and equipment, freedom of movement throughout Angola. 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 Angola, be coordinated with the Government. The Government undertakes to supply UNAVEM III, 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.

14. Vehicles, including all military vehicles, vessels and aircraft of UNAVEM III 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.

15. UNAVEM III may use roads, bridges, canals and other waters, port facilities and airfields without the payment of dues, tolls, navigation fees, port fees, landing fees, parking fees, wharfage charges or any other charge. However, UNAVEM III will not claim exemption from charges which are in fact charges for services rendered.

#### *Privileges and immunities of UNAVEM III*

16. UNAVEM III, 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 UNAVEM III shall also apply to the property, funds and assets of participating States used in Angola in connection with the national contingents serving in UNAVEM III, as provided for in paragraph 4 of the present Agreement. The Government recognizes the right of UNAVEM III 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 UNAVEM III 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 UNAVEM III, 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 UNAVEM III, 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 UNAVEM III 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 Angola 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 UNAVEM III and the Government at the earliest possible date.

## V. FACILITIES FOR UNAVEM III

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

17. The Government of Angola shall provide without cost to UNAVEM III 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 UNAVEM III, including warehouses and office space in ports and airports, and for the accommodation of the members of UNAVEM III. Without prejudice to the fact that all such premises remain Angolan 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 or police personnel of Angola, a permanent, direct and immediate access by UNAVEM III to those premises shall be guaranteed. UNAVEM III shall make no alteration to the premises provided by the Government without the Government's prior authorization.

18. The Government undertakes to assist UNAVEM III 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 favorable 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 UNAVEM III as to essential government services. Where such utilities or facilities are not provided free of charge, payment shall be made by UNAVEM III on terms to be agreed with the competent authority. UNAVEM III shall be responsible for the maintenance and upkeep of facilities so provided.

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

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

*Provisions, supplies and services, and sanitary arrangements*

21. The Government shall make available to UNAVEM III, free of charge, facilities and supplies, such as aircraft and vehicle parking facilities and harbor space for vessels. The Government undertakes to assist UNAVEM III as far as possible in obtaining equipment, provisions, and other goods and service required for its subsistence and operations, including fuel at the lower possible or preferential prices below the international price. In making purchases on the local market, UNAVEM III 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 UNAVEM III from general sales taxes in respect of all official local purchases.

22. UNAVEM III and the Government shall cooperate with respect to sanitary services and shall extend to each other the fullest co-operation in matters concerning health, particularly with respect to the control of communicable diseases, in accordance with international conventions.

*Recruitment of local personnel*

23. UNAVEM III 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 UNAVEM III and to accelerate the process of such recruitment.

*Currency*

24. The Government undertakes to make available to UNAVEM III, against reimbursement in mutually acceptable currency, the amount in novo kwanzas required for the use of UNAVEM III, including the pay of its members, at the rate of exchange most favourable to UNAVEM III.

VI. STATUS OF THE MEMBERS OF UNAVEM III

*Privileges and immunities*

25. The Special Representative, the Deputy Special Representative, the Force Commander, the Deputy Force Commander of the military component, the Chief Police Observer of the civilian police component and such other 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.

26. Members of the United Nations Secretariat as well as United Nations Volunteers, assigned to the civilian component to serve with UNAVEM III, shall enjoy the privileges and immunities provided for under articles V and VII of the Convention.

27. Military observers, civilian police personnel 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 experts on mission within the meaning of article VI of the Convention.

28. Military personnel of national contingents assigned to the military component of UNAVEM III shall have the privileges and immunities specifically provided for the present Agreement.

29. Unless otherwise specified in the present Agreement, locally recruited members of UNAVEM III 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.

30. Members of UNAVEM III 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 Angola. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

31. Members of UNAVEM III shall have the right to import free of duty their personal effects in connection with their arrival in Angola. They shall be subject to the laws and regulations of Angola governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Angola with UNAVEM III. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of UNAVEM III, including the military component, upon prior written notification. On departure from Angola, members of UNAVEM III may, notwithstanding the above-mentioned exchanged 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 reasonably residue thereof. Special arrangements shall be made for the implementation of the present provisions in the interests of the Government and the members of UNAVEM III.

32. 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 Angola by the members of UNAVEM III, in accordance with the present Agreement.

#### *Entry, residence and departure*

33. The Special Representative and members of UNAVEM III shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from Angola.

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

residence or domicile in Angola. Without prejudice to the above-mentioned provisions, the Special Representative and members of UNAVEM III shall respect immigration and customs facilities.

35. For the purpose of such entry or departure, members of UNAVEM III 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 participating State; and (b) a personal identity card issued in accordance with paragraph 36 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*

36. The Special Representative shall issue to each member of UNAVEM III before or as soon as possible after such member's first entry into Angola, as well as to all locally recruited personnel, a numbered identity card in the English and Portuguese languages, which shall show full name, date of birth, title or rank, service (if appropriate) and photograph. Except as provided for in paragraph 35 of the present Agreement, such identity card shall be the only document required of a member of UNAVEM III. The Government shall be notified of the issuance of these identity cards.

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

#### *Uniform and arms*

38. Military members and the United Nations civilian police of UNAVEM III 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 UNAVEM III may be authorized by the Special Representative at other times. Military members and civilian police of UNAVEM III 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*

39. 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 UNAVEM III, including locally recruited personnel, of any UNAVEM III transport or communication equipment and for the practice of any profession or occupation in connection with the functioning of UNAVEM III, 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 UNAVEM III, its members and property, a list of all permits and licences issued by the Special Representative shall be notified to the Government. Members of UNAVEM III intending to drive vehicles other than UNAVEM III in Angola for private purpose shall obtain a national driving licence provided that they are in possession of a valid driving licence.



40. Without prejudice to the provisions of paragraph 38, 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 UNAVEM III for the carrying or use of firearms or ammunition in connection with the functioning of UNAVEM III.

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

41. The Special Representative shall take all appropriate measures to ensure the maintenance of discipline and good order among members of UNAVEM III, as well as locally recruited personnel. To this end personnel designated by the Special Representative shall police the premises of UNAVEM III 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 UNAVEM III.

42. The military police of UNAVEM III shall have the power of arrest over the military members of UNAVEM III. 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 41 above may take into custody any other person on the premises of UNAVEM III. 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.

43. Subject to the provisions of paragraphs 25 and 27, officials of the Government may take into custody any member of UNAVEM III:

- (a) When so requested by the Special Representative; or
- (b) When such a member of UNAVEM III 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 UNAVEM III, whereafter the provision of paragraph 48 shall apply *mutatis mutandis*.

44. When a person is taken into custody under paragraph 42 or paragraph 43(b), UNAVEM III 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.

45. UNAVEM III 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 provision of paragraphs 42 to 44.

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

### *Jurisdiction*

47. All members of UNAVEM III 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 UNAVEM III and after the expiration of the other provisions of the present Agreement.

48. Should the Government consider that any member of UNAVEM III 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 25:

(a) If the accused person is a member of either of the civilian components 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 53 of the present Agreement;

(b) Military members of the military component of UNAVEM III 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 Angola.

49. If any civil proceeding is instituted against a member of UNAVEM III before any court of Angola, 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 51 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 UNAVEM III 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 UNAVEM III 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 judgment, decision or order. The personal liberty of a member of UNAVEM III shall not be restricted in a civil proceeding, whether to enforce a judgment, decision or order, to compel an oath or for any other reason.

### *Deceased members*

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

## VIII. SETTLEMENT OF DISPUTES

51. Except as provided in paragraph 53, any dispute or claim of a private law character to which UNAVEM III or any member thereof is a party and over which the courts of Angola 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 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 53. The awards of the commission shall be notified to the parties and, if against a member of the United Nations peacekeeping operation, the Special Representative or the Secretary-General of the United Nations shall use his best endeavours to ensure compliance.

52. 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.

53. Any other dispute between UNAVEM III and the Government, and any appeal that both of them agree to allow from the award of the claims commission established pursuant to paragraph 51 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 tribunal. The decisions of the tribunal shall be final and binding on both parties.

54. All differences between the United Nations and the Government of Angola arising out of the interpretation or application of the present arrangements which involve a question of principle concerning the Convention shall be dealt with in accordance with the procedure of section 30 of the Convention.

## IX. SUPPLEMENTAL ARRANGEMENTS

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

## X. LIAISON

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

## XI. MISCELLANEOUS PROVISIONS

57. Wherever the present Agreement refers to the privileges, immunities and rights of UNAVEM III and to the facilities Angola undertakes to provide to UNAVEM III, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local Angolan authorities.

58. The present Agreement shall enter into force upon signature by the United Nations and the Government.

59. The present Agreement shall remain in force until the departure of the final element of UNAVEM III from Angola except that:

(a) The provisions of paragraphs 47, 53 and 54 shall remain in force;

(b) The provisions of paragraph 51 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.

60. The present Agreement is done 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.

*In Witness Whereof*, the undersigned being duly authorized plenipotentiary of the Government and duly appointed representative of the United Nations, have on behalf of the Parties signed the present Agreement.

*Done* at Luanda on this 3<sup>rd</sup> day of May nineteen hundred and ninety-five.

For the United Nations:

Mr. Alioune Blondin BEYE

For the Government of  
the republic of Angola:

Mr. Jose Anibal Lopes ROCHA

(g) Agreement between the United Nations and the Government of Croatia regarding the status of the United Nations forces and operations in Croatia. Signed at Zagreb on 15 May 1995.<sup>16</sup>

## I. DEFINITIONS

1. For the purpose of the present Agreement,

(a) The United Nations forces and operations in the Republic of Croatia (referred to hereinafter as “the United Nations forces and operations”) are as follows:

(i) “UNCRO” means the United Nations Confidence Restoration Operation in Croatia established pursuant to Security Council resolution 981 (1995) of 31 March 1995 with the mandate described in the above-mentioned resolution;

- (ii) “UNPROFOR” means the United Nations Protection Force the continued presence of which in Croatia is as required pursuant to operative paragraphs 4 and 5 of Security Council resolution 982 (1995) of 31 March 1995;
  - (iii) “UNPF-HQ” means the United Nations Peace Forces headquarters as described in paragraph 84 of the Secretary-General’s report dated 22 March 1995 (S/1995/222) containing arrangements which were approved by the Security Council in resolution 981 (1995) of 31 March 1995;
  - (iv) “UNPREDEP” means, in accordance with the decision of the Security Council in its resolution 983 (1995), the United Nations Preventive Deployment Force in the former Yugoslav Republic of Macedonia which shall carry out support and logistic operations in Croatia;
- (b) The following definitions shall apply:
- (i) the “Special Representative” appointed by the Secretary-General of the United Nations with the consent of the Security Council; any reference to the Special Representative in this Agreement shall, except in paragraph 24, include any member of the United Nations forces and operations to whom he delegates a specified function or authority;
  - (ii) “military component” consisting of military and civilian personnel made available to the United Nations forces and operations by participating States at the request of the Secretary-General;
  - (iii) “police component” consisting of police personnel made available to the United Nations forces and operations by participating States at the request of Secretary-General;
  - (iv) “civilian component” consisting of United Nations officials and other persons assigned by the Secretary-General or made available by participating States to serve as part of the United Nations forces and operations;
  - (v) “member of the United Nations forces and operations” means any member of the military, police or civilian components of the operations mentioned in sub paragraph 1(a) above, as relevant, but unless specifically stated otherwise does not include locally recruited personnel and international contractual personnel provided by means of contractual arrangements with the United Nations;
  - (vi) “participating State” means a State contributing personnel to the above-mentioned components;
  - (vii) “territory” means the territory of the Republic of Croatia;
  - (viii) “the Government” means the Government of the Republic of Croatia;
  - (ix) “the 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.

## II. APPLICATION OF THE PRESENT AGREEMENT

2. Unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to the United Nations forces and operations or any member thereof as well as international contractual personnel apply in the territory.

## III. APPLICATION OF THE CONVENTION

3. The United Nations forces and operations, their members, property, funds and assets, shall enjoy the privileges and immunities specified in the present Agreement as well as those provided for in the Convention, to which the Republic of Croatia is a party.

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

## IV. STATUS OF THE UNITED NATIONS FORCES AND OPERATIONS

5. The United Nations forces and operations and their members as well as international contractual personnel 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. The United Nations forces and operations and their members as well as international contractual personnel 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 the United Nations forces and operations.

7. Without prejudice to mandate of the United Nations forces and operations and their international status:

(a) The United Nations Shall ensure that the United Nations forces and operations shall respect conduct their activities in the Republic of Croatia with full respect for the provincials and spirit of the general conventions applicable to the conduct of military personnel; these international conventions include the four Geneva Conventions of 12 August 1949 and their Additional Protocols of 8 June 1977 and the UNESCO Convention of 14 May 1954 on the Protection of Cultural Property in the Event of Armed Conflict;

(b) The Government undertakes to treat at all times the military personnel of the United Nations forces and operations with full respect for the principles and spirit of the general international conventions applicable to the treatment of military personnel; these international conventions include the four Geneva Conventions of 12 August 1949 and their Additional Protocols of 8 June 1977.

The United Nations Forces and operations and the Government shall therefore ensure that members of their respective military personnel are fully acquainted with the principles and spirit of the above-mentioned international instruments.

### *United Nations flag and vehicle markings*

8. The Government recognizes the right of the United Nations forces and operations to display in the territory the United Nations flag on its headquarters, camps or other premises, vehicles, vessels and otherwise as decided by the Special Representative.

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

### *Communications*

10. The United Nations forces and operations 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 their tasks. 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.

11. Subject to the provisions of paragraph 10:

(a) The United Nations forces and operations shall have authority to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points in 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. The telecommunication services shall include radio broadcasting stations and television broadcasting slots which shall be used by the United Nations forces and operations to disseminate information relating to their official activities. For this purpose, the Government shall provide the United Nations forces and operations, suitable radio broadcasting frequencies and television broadcasting slots at no cost to the United Nations.

(b) The United Nations forces and operations shall enjoy, in 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 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 co-operation 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) The United Nations forces and operations may make arrangements through their own facilities for the processing and transport of private mail addressed to or emanating from members of the United Nations forces and operations including international contractual personnel. The Government shall be in-

formed of the nature of such arrangements and shall not be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of the United Nations forces and operations or their members including international contractual personnel. In the event that postal arrangements applying to private mail of members of the United Nations forces and operations 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. The United Nations forces and operations and their members, as well as international contractual personnel shall enjoy, together with their vehicles, vessels, aircraft, including chartered 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 the territory, be coordinated with the Government. The Government undertakes to supply the United Nations forces and operations, where necessary and possible, with maps and other information, including locations of mine fields and other dangers and impediments, which may be useful in facilitating their movements.

13. Vehicles, including all military vehicles, vessels and aircraft, including chartered aircraft, of the United Nations forces and operations 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. The United Nations forces and operations, their aircraft including chartered aircraft, specifically used for the carriage of authorized personnel by the United Nations, vehicles, equipment, stores, fuel and cargo, may use roads, bridges, canals and other waters, port facilities and airfields without the payment of dues, tolls or charges, including wharfage charges. However, the United Nations forces and operations will not claim exemption from charges which are in fact charges for service rendered.

#### *Privileges and immunities of the United Nations forces and operations*

15. The United Nations forces and operations, as subsidiary organs of the United Nations, enjoy 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 the United Nations forces and operations shall also apply to the property, funds and assets of participating States used in the territory in connection with the national contingents serving in the United Nations forces and operations, as provided for in paragraph 4 of the present Agreement. The Government recognizes the right of the United Nations forces and operations 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 United Nations forces and operations for resale in the commissaries provided for hereinafter;

(b) To establish, maintain and operate commissaries at their headquarters, camps and posts for the benefit of the members of the United Nations forces and operations, but not of locally recruited personnel and international contractual



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 United Nations forces and operations, 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 excises warehouse, free of duty to other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of the United Nations forces and operations 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 the Republic of Croatia 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 the United Nations forces and operations and the Government at the earliest possible date.

#### V. FACILITIES FOR THE UNITED NATIONS FORCES AND OPERATIONS

##### *Premises required for conducting the operational and administrative activities of the United Nations forces and operations and for accommodating members of the United Nations forces and operations*

16. The Government shall provide without cost to the United Nations forces and operations and in agreement with the Special Representative such areas and buildings for headquarters, camps or other premises as many be necessary for the conduct of the operational and administrative activities of the United Nations forces and operations and for the accommodation of the members of the United Nations forces and operations as well as international contractual personnel. 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 military personnel of the Republic of Croatia, and operations to those premises shall be guaranteed.

17. The Government undertakes to assist the United Nations forces and operations in obtaining and making available, where applicable, water, electricity and other facilities free of charge, or where this is not possible, at the most favorable 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 the United Nations forces and operations as to essential services. Where such utilities or facilities are not provided free of charge, payment shall be made by the United Nations forces and operations on terms to be agreed with the competent authorities of the Republic of Croatia. The United Nations forces and operations shall be responsible for the maintenance and upkeep of facilities so provided.

18. The United Nations forces and operations shall have the right, where necessary, to generate, within their premises, electricity for their 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 a member of the United Nations forces and operations and operations to its premises.

*Provisions, supplies and services, and sanitary arrangements*

20. The Government undertakes to assist the United Nations forces and operations as far as possible in obtaining equipment, provisions, supplies and other goods and services from local sources required for their subsistence and operations. In case of purchases made by the United Nations forces and operations on the local market, the United Nations forces and operations 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 United Nations forces and operations shall be exempt from general sales taxes in respect of all official local purchases.

21. The United Nations forces and operations 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. The United Nations forces and operations and operations may recruit locally such personnel as they require. Upon the request of the Special Representative, the Government undertakes to facilitate the recruitment of qualified local staff by the United Nations forces and operations and to accelerate the process of such recruitment.

*Currency*

23. The Government undertakes to make available to the United Nations forces and operations, against reimbursement in mutually acceptable currency, Croatian kuna required for the use of the United Nations forces and operations, including the pay of their members, at the rate of exchange most favourable to the United Nations forces and operations.

VI. STATUS OF THE MEMBERS OF UNITED NATIONS FORCES  
AND OPERATIONS

*Privileges and immunities*

24. The Special Representative, the Assistant Secretaries-General, the Theater Force Commander and the Commanders UNCRO, UNPROFOR and UNPREDEP, the Director of Civil Affairs of the civilian component, the Director of Administration, the Police Commissioner, and such high ranking members of the United Nations forces and operations 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. Officials of the United Nations Secretariat assigned to the civilian component as well as United Nations Volunteers who, for the purpose of the Agreement shall be assimilated to officials for the United Nations, shall enjoy the privileges and immunities of articles V and VII of the convention.

26. Military observers, police personnel 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 expert on mission within the meaning of article VI of the Convention.

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

28. Unless otherwise specified in the present Agreement, locally recruited members of the United Nations forces and operations 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. International contractual personnel shall enjoy the immunity concerning official acts and shall be entitled to repatriation facilities provided for in section 18(a) and (f) of the Convention.

30. Members of the United Nations forces and operations 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 the territory. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

31. Members of the United Nations forces and operations shall have the right to import free of duty their personal effects in connection with their arrival in the territory. They shall be subject to the laws and regulations of the territory governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in the territory with the United Nations forces and operations. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of the United Nations forces and operations including the military component as well as international contractual personnel, upon prior written notification. On departure from the territory, members of the United Nations forces and operations as well as international contractual personnel may, notwithstanding any foreign exchange regulations in force, take with them such funds as the Special Representative certifies were received in pay and emoluments from, as the case may be, the United Nations, a participating State or the employer of international contractual personnel, 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 United Nations forces and operations. 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 the territory by the members of the United Nations forces and operations as well as international contractual personnel, in accordance with the present Agreement.

#### *Entry, residence and departure*

32. The Special Representative and members of the United Nations forces and operations as well as international contractual personnel shall whenever so required by the Special Representative, have the right to enter into reside in and depart from the territory.

33. The Government undertakes to facilitate the entry into and departure from the territory, of the Special Representative and members of the United Nations forces and operations as well as international contractual personnel and shall be kept informed of such movement. For that purpose, the Special Representative and members of the United Nations forces and operations shall be exempt from passport and visa regulations and immigration inspection and restrictions on entering into or departing from the territory. They shall also be exempt from any regulations governing the residence of aliens in the territory, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the territory.

34. For the purpose of such entry or departure, members of the United Nations forces and operations as well as international contractual personnel 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 the present Agreement, except in the case of first entry, when the personal identity card issued by the appropriate authorities of a participating State or, in the case of international contractual personnel, their national passport, shall be accepted in lieu of the said identity card.

#### *Identification*

35. The Special Representative shall issue, as appropriate, to each member of the United Nations forces and operations before or as soon as possible after such member's first entry into the territory, as well as to all locally recruited personnel and international contractual 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 34 of the present Agreement, such identity card shall be the only document required.

36. Members of the United Nations forces and operations and operations as well as locally recruited personnel and international contractual personnel shall be required to present, but not to surrender, their identity cards upon demand of an appropriate official of the Government.

#### *Uniform and arms*

37. Military members and police personnel of the United Nations forces and operations 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 United Nations forces and operations may be authorized by the Special Representative at other times. Military members and police personnel of the United Nations forces and operations 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 the United Nations forces and operations, including locally recruited personnel and international contractual personnel, of any transport or communica-

tion equipment of the United Nations forces and operations and for the practice of any profession or occupation in connection with the functioning of the United Nations forces and operations, 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 members of the United Nations forces and operations for the carrying or use of firearms or ammunition in connection with the functioning of the United Nations forces and operations.

*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 the United Nations forces and operations, as well as locally recruited personnel. Personnel designated by the Special Representative shall police the premises of the United Nations forces and operations 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 the United Nations forces and operations.

41. The military police of the United Nations forces and operations shall have the power of arrest over the military members of the United Nations forces and operations. Military personnel placed under arrest outside their own contingent areas shall be transferred to their contingent Commander for appropriate disciplinary action. The personnel designated by the Special Representative and mentioned in paragraph 40 above may take into custody any other person on the premises of the United Nations forces and operations. 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 the United Nations forces and operations:

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

(b) When such a member of the United Nations forces and operations 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 the United Nations forces and operations, whereafter the provision of paragraph 47 shall apply *mutatis mutandis*.

43. When a person is taken into custody under paragraph 41 or paragraph 42(b), the United Nations forces and operations 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.

44. The United Nations forces and operations 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 provision 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 the United Nations forces and operations or their members which, if committed in relations to the forces of the Government, would have rendered such acts liable to prosecution.

#### *Jurisdiction*

46. All members of the United Nations forces and operations 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 the United Nations forces and operations and after the expiration of the other provisions of the present Agreement.

47. Should the Government consider that any member of the United Nations forces and operations 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 either of the civilian components 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 52 of the present Agreement.

(b) Military members of the military component of the United Nations forces and operations 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 the territory.

48. If any civil proceeding is instituted against a member of the United Nations forces and operations before any court of the territory, 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. Depending on the contents of such certification, the following shall apply:

(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 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 the United Nations forces and operations 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 the United Nations forces and operations 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 judgment, decision or order. The personal liberty of a member of the United Nations forces and operations shall not be restricted in a civil proceeding, whether to enforce a judgment, 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 the United Nations forces and operations as well as international contractual personnel who dies in the territory, as well as that member's personal property located within the territory, 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 the United Nations forces and operations or any member thereof is a party and over which the courts of the territory 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 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 the United Nations forces and operations, 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 the United Nations forces and operations 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 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 which 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 the present 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 the present Agreement refers to the privileges, immunities and rights of the United Nations forces and operations and to the facilities Government undertakes to provide to the United Nations forces and operations, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local Croatian authorities.

57. The present Agreement shall enter into force upon signature by the United Nations and the Government.

58. The present Agreement shall remain in force until the departure of the final element of the United Nations forces and operations from the territory 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 the present Agreement and were submitted prior to or within three months of such termination.

*Done at Zagreb on 15 May 1995.*

For the Government of the  
Republic of Croatia  
  
Mate GRANIĆ  
Deputy Prime Minister  
of Foreign Affairs of the  
Government of the Republic of Croatia

For the United Nations  
  
Yasushi AKASHI  
Special Representative of  
the Secretary-General for  
the Former Yugoslavia



- (h) Exchange of letters constituting an agreement between the United Nations and the Government of Hungary concerning arrangements regarding the Study Tour of the Working party on the Chemical Industry, subsidiary body of the Economic Commission for Europe, to be held in Hungary from 22 to 25 June 1995. Signed at Geneva on 17 March and 17 May 1995<sup>17</sup>

I

LETTER FROM THE UNITED NATIONS

17 March 1995

Sir,

I have the honour to give you below the text of arrangements between the United Nations and the Government of Hungary (hereinafter referred to as “the Government”) in connection with the Study Tour of the Working Party on the Chemical Industry, subsidiary body of the Economic Commission for Europe, to be held, at the invitation of the Government, in Hungary, from 22 to 25 June 1995.

*Arrangements between the United Nations and the Government of Hungary regarding the Study Tour of the Working Party on the Chemical Industry, subsidiary body of the Economic Commission for Europe, to be held in Hungary from 22-25 June 1995.*

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.

3. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations to which Hungary 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 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 Hungary. Visas and entry permits, where required, shall be granted promptly and free of charge.

4. 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.

5. 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.

...

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 Hungary 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 REPRESENTATIVE OF HUNGARY TO THE UNITED NATIONS OFFICE AT GENEVA

17 May 1995

With reference to your letter 17 March 1995 regarding the Study Tour of the Working Party on the Chemical Industry, subsidiary body of the Economic Commission for Europe, to be held in Hungary from 22 to 25 June 1995, I have the honour to inform you that the Government of Hungary gave its consent to the conditions of the proposed agreement.

By this letter the agreement between the United Nations and the Government of Hungary enters into force and remains in force for the duration of the Study Tour and for such additional period as is necessary for its preparation and winding up.

(Signed) Dr. György BOYTHA  
Ambassador

- (i) Exchange of letters constituting an agreement between the United Nations and the Government of Denmark regarding the Workshop on a Permanent Forum for Indigenous People, to be held at Copenhagen from 26 to 28 June 1995. Signed at Geneva on 19 May 1995<sup>18</sup>

## I

### LETTER FROM THE UNITED NATIONS

Geneva, 19 May 1995

Sir,

I have the honour to give you below the text of the Agreement between the United Nations, represented by the United Nations Centre for Human Rights, and the Government of Denmark (hereinafter referred to as “the Government”) in connection with the Workshop on a Permanent Forum for Indigenous People, to be held at Copenhagen from 26 to 28 June 1995.

Agreement between the United Nations and the Government of Denmark regarding the Workshop on a Permanent Forum for Indigenous People, to be held at Copenhagen from 26 to 28 June 1995

1. The United Nations will invite to the Workshop, through the Centre for Human Rights, a maximum of 20 representative of Governments, a maximum of 20 representatives of organizations of indigenous people and two (2) independent experts to participate in the Meeting. With the exception of those representatives and independent experts referred to in paragraph 4, all participants shall be responsible for their travel and daily subsistence expenses, accommodation and visa arrangements.

2. A maximum of six (6) representatives of specialized agencies and a maximum of ten (10) representatives of non-governmental organizations specially concerned with the subject matter shall also be invited by the United Nations Centre for Human Rights to participate as observers in the Workshop. These specialized agencies and non-governmental organizations shall also be responsible for their travel and daily subsistence expenses, accommodation and visa arrangements.

3. The United Nations Centre for Human Rights shall send two staff members to Copenhagen in order to service the Workshop. The Centre for Human Rights will, in accordance with United Nations rules and practices governing travel, defray travel accommodation and terminal expenses for these staff members.

4. The United Nations will invite and arrange for the travel of four (4) representatives of organizations of indigenous people and two (2) independent experts. It shall also cover the daily subsistence allowance and the terminal expenses of the four invited representatives of indigenous organizations and the two invited independent experts in accordance with the Organizations Rules and Regulations.

5. The Government shall provide for the Workshop, at no cost to the Organization, adequate conference facilities, including personnel, office space and supplies, as well as English/Spanish interpretation, as described in the attached annex.

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

(a) Injury to person or damage to property in the conference or office premises provided for the Workshop;

(b) The employment for the Workshop 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.

7. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which Denmark is a party, shall be applicable to the Workshop, in particular:

(a) The participants invited by the United Nations Center for Human Rights pursuant to paragraph 1 above shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention;

(b) Staff of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provide 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 of 21 November 1947;

(c) Representatives of Member States invited in accordance with paragraph 2 above, shall enjoy the privileges and immunities provided under article IV of the Convention;

(d) 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;

(e) Personnel provided by the Government pursuant to this Agreement and representatives of non-governmental organizations invited in accordance with paragraph 2 above to participate as observers in the Workshop, shall enjoy immunity from legal process in respect of words spoken or written, in any act performed by them in their official capacity in connection with the Workshop;

(f) All participants, including observers, United Nations staff and persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from Denmark. Visas and entry permits, where required, shall be granted promptly and free of charge.

8. The rooms, offices and related localities and facilities put at the disposal of the Workshop 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.

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

10. 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, shall unless the parties agree otherwise, 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 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 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 as otherwise agreed by the parties, the tribunal will adopt its own rules of procedure, provide for the reimbursement of its members and the disruption 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 have the honour to propose that this letter and your affirmative answer shall constitute an Agreement between the United Nations and the Government of Denmark 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 their preparation and winding up.

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

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF  
DENMARK TO THE UNITED NATIONS OFFICE AT GENEVA

19 May 1995

Sir,

Further to your letter dated 19 May 1995 and the enclosed text of the Agreement between the United Nations, represented by the United Nations Centre for Human Rights, and the Government of Denmark in connection with the Workshop on a Permanent Forum for Indigenous People, to be held at Copenhagen from 26 to 28 June 1995, this Mission, acting upon instruction, has the honour of conveying herewith its affirmative reply. This constitutes an Agreement between the United Nations and the Government of Denmark entered into force on this date and remaining in force for the duration of the Workshop, and for such additional period as is necessary for its preparation and winding up.

Yours faithfully,

(Signed) Ole Egberg MIKKELSEN  
Deputy Permanent Representative

- (j) Exchange of letters constituting an agreement between the United Nations and the Government of Trinidad and Tobago concerning the Caribbean Regional Seminar to be organized by the Special Committee on the Situation with regard to the Implementation of the Declaration on the Granting of Independence to Colonial Countries and Peoples at Port of Spain from 3 to 5 July 1995. New York, on 26 and 29 June 1995<sup>19</sup>

I

LETTER FROM THE UNITED NATIONS

26 June 1995

Excellency,

I have the honour to refer to General Assembly resolutions 46/181 of 19 December 1991, 47/202 of 22 December 1992 and 49/89 of 16 December 1994 as well as the invitation from the Government of the Republic of Trinidad and Tobago dated 1 June 1995 in connection with the Caribbean Regional Seminar to be organized by the Special Committee on the Situation with regard to the

Implementation of the Declaration on the Granting of Independence to Colonial Countries and People at Port of Spain, Republic of Trinidad and Tobago from 3 to 5 July 1995. With the present letter, I wish to obtain your Government's acceptance of the following arrangements:

1. The seminar will be attended by approximately 45 participants including members of the Special Committee of 24, representatives of administering Powers, of bodies, international organizations, of the peoples of Non-Self-Governing Territories, experts, representatives of non-governmental organizations and observers, and assisted by approximately seven United Nations staff members.

2. *Premises for the Seminar*

The Government of the Republic of Trinidad and Tobago will assist the United Nations in making the arrangements for conference hall facilities and equipment.

3. *Communication equipment*

The Government of the Republic of Trinidad and Tobago will make the necessary arrangements for the installation of telex, telephone and facsimile facilities at the site of the Seminar. Rental, installation and other charges for these facilities will be borne by the United Nations.

4. *Office equipment*

The United Nations will make arrangements with private companies to purchase or hire office equipment needed for the conduct of the Seminar.

5. *Accommodation*

While arrangements for the accommodation of participants will be the responsibility of the individual participants themselves, the Government of the Republic of Trinidad and Tobago will assist in facilitating such arrangements at reasonable commercial rates.

6. *Transportation*

The Government of the Republic of Trinidad and Tobago will provide three (3) VIP cars and one (1) 25-seater bus for transport between the airport and the hotel and vice versa of participants and for use by visiting dignitaries as appropriate.

7. *Liaison and Protocol Officers*

The Government of the Republic of Trinidad and Tobago will provide four persons to perform the duties of Liaison Officers to the Seminar and will assign one (1) Protocol Officer to assist in the planning and coordination of the Seminar.

8. *Local support staff*

The Government of the Republic of Trinidad and Tobago will provide the following fifteen (15) support staff to the Seminar:

- (i) Five (5) secretaries;
- (ii) Six (6) Conference support staff; and
- (iii) Four (4) machine operators

The United Nations will meet the cost of overtime, meals and transport of the above staff, where necessary.

9. *Security*

The security coverage for the Seminar will be the responsibility of the Government of the Republic of Trinidad and Tobago.

10. *Medical facilities*

The Government of the Republic of Trinidad and Tobago will be responsible for making arrangements for medical treatment and admission to a hospital to be provided for Seminar participants should this prove necessary.

11. *Tax Exemption*

The Government of the Republic of Trinidad and Tobago shall exempt United Nations personnel and holders of diplomatic passports from the airport departure tax.

I wish to propose that the following terms shall apply to the Seminar:

- (a) (i) The Convention on the Privileges and Immunities of the United Nations of 1946 shall be applicable in respect of the Seminar. The participants invited by the United Nations shall enjoy the privileges and accorded immunities 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 on the Privileges and immunities of the United Nations.
- (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 shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Seminar.
- (iii) 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.

(b) All participants and all persons performing functions in connection with the Seminar shall have the right of unimpeded entry into and exist from the Government of the Republic of Trinidad and Tobago. Visas and entry permits, where required, shall be granted free of charge and as promptly as possible.

(c) It is further understood that your Government will be responsible for dealing with any action, claim or other demand against the United Nation arising out of (i) death, injury to persons or damage to property in conference or office premises provided for the Seminar; (ii) death, injury or damage to person or property occurring during use of the transportation referred to in paragraph 6, above; and (iii) the employment for the Seminar 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.



(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 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 arbitrators, 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 the Republic of Trinidad and Tobago regarding the provision of host facilities by your Government for the Seminar.

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

## II

### LETTER FROM THE PERMANENT REPRESENTATIVE OF TRINIDAD AND TOBAGO TO THE UNITED NATIONS

29 June 1995

Sir,

I have the honour to refer to your letter of 26 June 1995 which contains the Agreement on the hosting of the Caribbean Regional Seminar to be organized by the Special Committee on the Situation with regard to the Implementation of the Declaration on the Granting of Independence to Colonial Countries and Peoples at Port of Spain, Republic of Trinidad and Tobago from 3 to July 1995.

I have the honour to confirm that the above arrangements are acceptable to the Government of the Government of the Republic of Trinidad and Tobago and this exchange of letters constitutes an Agreement between the Government of the Republic of Trinidad and Tobago and the United Nations regarding the provision of host facilities by my Government for the Seminar.

(Signed) Annette DES LLES  
Ambassador

- (k) Exchange of letters constituting an agreement between the United Nations and the Government of Estonia concerning arrangements regarding the Study Tour of the Committee on Human Settlements, principal subsidiary body of the Economic Commission for Europe, to be held in Estonia from 24 to 27 September 1995. Signed at Geneva on 19 May 1995 and at New York on 6 July 1995<sup>20</sup>

I

LETTER FROM THE UNITED NATIONS

19 May 1995

Sir,

I have the honour to give you below the text of arrangements between the United Nations and the Government of the Republic of Estonia (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 Hungary, from 24 to 27 September 1995.

Arrangements between the United Nations and the Government of the Republic of Estonia regarding the Study Tour of the Committee on Human Settlements, principal subsidiary body of the Economic Commission for Europe, to be held in the Republic of Estonia from 24 to 27 September 1995

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.

3. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations to which the Republic of Estonia 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 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 Republic of Estonia. Visas and entry permits, where required, shall be granted promptly and free of charge.

4. 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.

5. 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.

...

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 Estonia 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 REPRESENTATIVE OF  
ESTONIA TO THE UNITED NATIONS OFFICE AT GENEVA

6 July 1995

Sir,

I have the honour to confirm receipt of your letter of 19 May 1995 containing your proposal for arrangements between the United Nations and the Government of the Republic of Estonia regarding the Study Tour of the Committee on Human Settlements, principal subsidiary body of the Economic Commission for Europe, to be held in the Republic of Estonia from 24 to 27 September 1995.

The text proposed in your letter is acceptable to the Government of Estonia and the present letter together with your proposed text may be understood to constitute an Agreement between the United Nations and the Government of Estonia.

(Signed) Trivimi VELLISTE  
Ambassador

- (1) Memorandum of Understanding between the United Nations and the Government of the United Kingdom of Great Britain and Northern Ireland regarding the contribution of personnel to the International Criminal Tribunal for Rwanda. Signed at New York on 14 July 1995<sup>21</sup>

The United Nations and the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter: "the Participants") have reached the following understanding:

*Article I*

RESPONSIBILITIES OF THE GOVERNMENT

1. The Government of the United Kingdom will make available for the duration and purposes of this Memorandum of Understanding the services of three investigators (hereinafter: "United Kingdom personnel") listed in annex I hereto. Changes and modifications to the annex may be made from time to time with the approval of the participants.
2. The Government of the United Kingdom will pay all expenses in connection with the services of the United Kingdom personnel, including salaries, travel costs to and from the duty station and other benefits to which they are entitled, except as hereinafter provided.
3. The Government of the United Kingdom will ensure that during the entire period of service under this Memorandum of Understanding adequate coverage for illness, disability or death is provided for United Kingdom personnel.

## *Article II*

### RESPONSIBILITY OF THE UNITED NATIONS

1. The United Nations will provide the United Kingdom personnel with office space, support staff, equipment and other resources necessary to carry out the tasks assigned to them in the Prosecutor's office.

2. During any mission assignment of the United Kingdom personnel away from their duty station, the United Nations will be responsible for the payment of travel costs to the mission area and return.

3. The United Nations will pay the United Kingdom personnel a daily subsistence allowance (DSA) for the duration of their service with the Prosecutor's Office under this Memorandum of Understanding in accordance with the schedule of rates established for United Nations personnel. The Government of the United Kingdom will reimburse the United Nations for these payments up to a total of £100,000.

4. While on mission assignment in the territory of Rwanda, the United Nations will provide to the United Kingdom personnel, through Assistance Mission for Rwanda (UNAMIR) such protection as may be required for the performance of their functions during their presence in the UNAMIR area of operation.

5. 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 Memorandum of Understanding, except where such illness, injury or death results directly from the gross negligence of the officials or staff of the United Nations.

## *Article III*

### RESPONSIBILITIES OF THE UNITED KINGDOM PERSONNEL

The Government of the United Kingdom accepts the terms and conditions specified below, and will, as far as possible, ensure that United Kingdom personnel performing services under this Memorandum of Understanding comply with these conditions.

(a) The United Kingdom personnel will perform their functions under the authority, and in full compliance with the instructions of the Prosecutor, and any person acting on his behalf.

(b) The United Kingdom personnel will conduct field investigations, witness interviews, statement taking and the preparation of prosecution briefs in conjunction with the prosecutors.

(c) The United Kingdom personnel will respect the impartiality and independence of the International Tribunal and will neither seek nor accept instructions regarding the services performed under this Memorandum of Understanding from any Government or from any authority external to the International Tribunal.

(d) The United Kingdom personnel will refrain from any conduct which would adversely reflect on the International Tribunal or the United Nations and will not engage in any activity which is incompatible with the aims and objectives of the United Nations.

(e) The United Kingdom personnel will comply with all rules, regulations, instructions, procedures or directives issued by the International Tribunal.

(f) The United Kingdom personnel will exercise the utmost discretion in all matters relating to their functions and will not communicate, at any time, without the authorization of the Prosecutor to the media or to any institution, person, Government or other authority external to the International Tribunal, any information that has not been made public, and which has not become known to them by reason of their association with the International Tribunal. They will not use any such information without the written authorization of the Prosecutor, and in any event, such information will not be used for personal gain. These responsibilities do not lapse upon expiration of this Memorandum of Understanding.

(g) The members of the United Kingdom personnel will sign an undertaking in accordance with annex II hereto.

#### *Article IV*

##### LEGAL STATUS OF THE UNITED KINGDOM PERSONNEL

1. The United Kingdom personnel will not be considered in any respect as being officials or staff of the United Nations.

2. The United Kingdom personnel shall be considered “experts on missions” within the meaning of article VI of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 and shall enjoy the privileges, immunities and facilities specified in that article wherever they perform missions for the Tribunal.

3. The United Kingdom personnel may be granted such additional privileges, immunities and facilities as may be agreed upon between the United Nations and the State of the duty station or the mission area.

#### *Article V*

##### SETTLEMENT OF DISPUTES

Any dispute regarding the interpretation or application of this Memorandum of Understanding will be resolved by consultation between the participants.

#### *Article VI*

##### AMENDMENT

This Memorandum of Understanding may be amended at any time, in writing, by the mutual consent of the participants. Each participant will give full consideration to any proposal for an amendment made by the other participant.

## Article VII

### EFFECTIVE DATE AND TERMINATION

This Memorandum of Understanding will be given retroactive effect as of 1 May 1995, and will remain in operation until 30 November 1995 unless terminated by either participant giving the other one month's written notice.

Similar agreements were concluded with the United States of America on 6 January 1995 and on 6 September 1995, and with the Netherlands on 15 September 1995.

Agreements for the contribution of personnel to the International Tribunal for the Former Yugoslavia were also concluded between the United Nations and the United Kingdom of Great Britain and Northern Ireland on 19 January 1995, and with Finland on 15 December 1995.

- (m) Agreement between the United Nations and the Government of the United Republic of Tanzania concerning the headquarters of the International Criminal Tribunal for Rwanda. Signed at New York on 31 August 1995<sup>22</sup>

*Whereas* the Security Council of the United Nations acting under Chapter VII of the Charter of the United Nations, *inter alia*, decided, by its resolution 955 (1994) of 8 November 1994, "to establish an international tribunal for the sole purpose of prosecuting persons responsible for genocide and other serious violations of international humanitarian law committed in the territory of Rwanda and Rwandan citizens responsible for genocide and other such violations committed in the territory of neighbouring States, between 1 January 1994 and 31 December 1994";

*Whereas* the International Tribunal for Rwanda is established as a subsidiary organ within the terms of Article 29 of the Charter of the United Nations;

*Whereas* the Security Council, by its resolution 977 (1995) of 22 February 1995 decided that "subject to the conclusion of appropriate arrangements between the United Nations and the Government of the United Republic of Tanzania, the International Tribunal for Rwanda shall have its seat at Arusha";

*Whereas* the United Nations and the United Republic of Tanzania wish to conclude an Agreement regulating matters arising from the establishment and necessary for the proper functioning of the International Tribunal for Rwanda in the United Republic of Tanzania;

The United Nations and the United Republic of Tanzania have agreed as follows:

## Article I

### DEFINITIONS

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

- (a) "the Tribunal" means the International Tribunal for Rwanda established by the Security Council pursuant to its resolution 955 (1994);

- (b) "the premises of the Tribunal" means buildings, parts of buildings and areas, including installations and facilities made available to maintain, occupied or used by the Tribunal in the host country in connection with its functions and purposes;
- (c) "the host country" means the United Republic Tanzania;
- (d) "the Government" means the Government of the United Republic of Tanzania;
- (e) "the United Nations" means the United Nations, an international governmental organization established under the Charter of the United Nations;
- (f) "the Security Council" means the Security Council of the United Nations
- (g) "the Secretary-General" means the Secretary-General of the United Nations;
- (h) "the competent authorities" means national, regional, municipal and other competent authorities under the law of the host country;
- (i) "the Statute" means the Statute of the Tribunal adopted by the Security Council by its resolution 955 (1994);
- (j) "the judges" means the judges of the Tribunal as referred in article 12 of the Statute;
- (k) "the President" means the President of the Tribunal as referred to in article 13 of the Statute;
- (l) "the Prosecutor" means the Prosecutor of the Tribunal as referred to in Article 15 of the Statute;
- (m) "the Registrar" means the Registrar of the Tribunal as appointed by the Secretary-General pursuant to article 16 of the Statute;
- (n) "the staff of the Tribunal" means the staff of the Office of the Prosecutor as referred to in paragraph 3 of article 15 of the Statute and the staff of the Registry as referred to in paragraph 4 of article 16 of the Statute;
- (o) "persons performing missions for the Tribunal" means persons performing certain missions for the Tribunal in the investigation or prosecution or in the judicial appellate proceedings;
- (p) "the witnesses" means persons referred to as such in the Statute;
- (q) "experts" means persons called at the instance of Tribunal, the Prosecutor, the suspect or the accused to present testimony based on special knowledge, skills, experience or training;
- (r) "counsel" means a person referred to as such in the Statute;
- (s) "the suspect" means a person referred to as such in the Statute;
- (t) "the accused" means a person referred to as such in the Statute;
- (u) "the General 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, to which the United Republic of Tanzania acceded on 29 October 1962;
- (v) "The Vienna Convention" means the Vienna Convention on Diplomatic Relations done at Vienna on 18 April 1961<sup>23</sup> to which the United Republic Tanzania acceded on 5 November 1962;
- (w) "the regulations" means the regulations adopted by the Tribunal pursuant to this Agreement;
- (x) "Rules of Procedure and Evidence" means the rules of procedure and evidence adopted by the judges in accordance with article 14 of the Statute.



## *Article II*

### PURPOSE AND SCOPE OF THE AGREEMENT

This Agreement shall regulate matters relating to or arising out of the establishment and the proper functioning of the Tribunal in the United Republic of Tanzania.

## *Article III*

### JURIDICAL PERSONALITY OF THE TRIBUNAL

1. The Tribunal shall possess in the host country full juridical personality. This shall, in particular, include the capacity:
  - (a) To Contract;
  - (b) To acquire and dispose of movable and immovable property;
  - (c) To institute legal proceedings.
2. For the purpose of this article the Tribunal shall be represented by the Registrar.

## *Article IV*

### APPLICATION OF THE GENERAL AND VIENNA CONVENTIONS

The General Convention and the Vienna Convention shall be applicable *mutatis mutandis* to the Tribunal, its property, funds and assets, to the premises of the Tribunal, to the judges, the Prosecutor and the Registrar, the staff of the Tribunal and persons performing missions for the Tribunal.

## *Article V*

### INVIOLABILITY OF THE PREMISES OF THE TRIBUNAL

1. The premises of the Tribunal shall be inviolable. The competent authorities shall take whatever action may be necessary to ensure that the Tribunal shall not be dispossessed of all or any part of the premises of the Tribunal without the express consent of the Tribunal. The property, funds and assets of the Tribunal, wherever located and by whomsoever held, shall be immune from search, seizure, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.
2. The competent authorities shall not enter the premises of the Tribunal to perform any official duty, except with the express consent, or at the request of, the Registrar or an official designated by him. Judicial actions and the service or execution of legal process, including the seizure of private property, cannot be enforced on the premises of the Tribunal except with the consent of and in accordance with conditions approved by the Registrar.

3. In case of fire or other emergency requiring prompt protective actions, or in the event that the competent authorities have reasonable cause to believe that such an emergency has occurred or is about to occur on the premises of the Tribunal, the consent of the Registrar, or an official designated by him, to any necessary entry into the premises of the Tribunal shall be presumed if neither of them can be reached in time.

4. Subject to paragraphs 1, 2 and 3 above, the competent authorities shall take the necessary action to protect the premises of the Tribunal against fire or other emergency.

The Tribunal may expel or exclude persons from the premises of the Tribunal for violation of its regulations.

#### *Article VI*

##### LAW AND AUTHORITY ON THE PREMISES OF THE TRIBUNAL

1. The premises of the Tribunal shall be under the control and authority of the Tribunal, as provided in this Agreement.

2. Except as otherwise provided in this Agreement or in the General Convention the laws and regulations of the host country shall apply within the premises of the Tribunal.

3. The Tribunal shall have the power to make regulations operative on the premises of the Tribunal for the purpose of establishing therein the conditions in all respects necessary for the full execution of its functions. The Tribunal shall promptly inform the competent authorities of regulations thus enacted in accordance with this paragraph. No law or regulation of the host country which is inconsistent with a regulation of the Tribunal shall, to the extent of such inconsistency, be applicable within the premises of the Tribunal.

4. Any dispute between the Tribunal and the host country, as to whether a regulation of the Tribunal is authorized by this article, or as to whether a law or regulation of the host country is inconsistent with any regulation of the Tribunal authorized by this article, shall be promptly settled by the procedure set out in article XXIX, paragraph 2 of this Agreement. Pending such settlement, the regulation of the Tribunal shall apply and the law or regulation of the host country shall be inapplicable within the premises of the Tribunal to the extent that the Tribunal claims it to be inconsistent with its regulation.

#### *Article VII*

##### PROTECTION OF THE PREMISES OF THE TRIBUNAL AND THEIR VICINITY

1. The competent authorities shall exercise due diligence to ensure the security and protection of the Tribunal and to ensure that the tranquility of the Tribunal is not disturbed by the intrusion of persons or groups of persons from outside the premises of the Tribunal or by disturbances in their immediate vicinity and shall provide to the premises of the Tribunal the appropriate protection as may be required.

2. If so requested by the President or the Registrar of the Tribunal, the competent authorities shall provide adequate police force necessary for the preservation of law and order on the premises of the Tribunal or in the immediate vicinity thereof, and for the removal of persons therefrom.

### *Article VIII*

#### FUNDS, ASSETS AND OTHER PROPERTY

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

2. Without being restricted by financial controls, regulations or moratoria of any kind, the Tribunal:

(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 with in the host country, to the United Nations or any other agency.

### *Article IX*

#### INVIOIABILITY OF ARCHIVES AND ALL DOCUMENTS OF THE TRIBUNAL

The archives of the Tribunal, and in general all documents and materials made available, belonging to or used by it, wherever located in the host country and by whomsoever held, shall be inviolable.

### *Article X*

#### EXEMPTION FROM TAXES AND DUTIES

1. The Tribunal, its assets, income and other property shall be exempt from all direct taxes levied by state and other regional or local authorities or otherwise. It is understood, however, that the Tribunal shall not claim exemption from taxes and duties which are, in fact, no more than charges for public utility services provided at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized.

2. While the Tribunal will not generally claim exemption from indirect taxes which constitute part of the cost of goods purchased by or services rendered to the Tribunal including rentals, nevertheless when the Tribunal is making important purchases for official use on which such taxes or duties have been charged or are chargeable, the Government shall make appropriate administrative arrangements for the remissions or refund of such taxes or duties.

3. The Tribunal, its funds, assets and other property shall be exempt from all customs duties in respect of articles imported or exported by the Tribunal for its official use, including motor vehicles. The Tribunal shall also be exempt

from all customs duties, prohibitions and restrictions on imports and exports in respect of its publications. Assets and other property for which an exemption from customs duties has been obtained shall not be sold within the United Republic of Tanzania except in accordance with conditions agreed to with the Government.

### *Article XI*

#### COMMUNICATIONS FACILITIES

1. The Tribunal 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, and 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 Tribunal shall be subject to censorship by the Government. Such immunity from censorship shall extend to printed matter, photographic and electronic data communications, and other forms of communications as may be used by the Tribunal. The Tribunal shall be entitled to use codes and to dispatch and receive correspondence and other material or communications either by courier or in sealed bags, all of which shall be inviolable and shall have the same privileges and immunities as diplomatic couriers and bags.

3. The Tribunal shall have the right to operate radio and other telecommunications equipment on United Nations registered frequencies and those allocated to it by the Government, between the Tribunal offices, installations, facilities and means of transport, within and outside the host country, and in particular with the International Tribunal for the Former Yugoslavia, the Investigative/Prosecutorial Unit in Kigali and the United Nations Headquarters in New York.

4. For the fulfilment of its purposes, the Tribunal shall have the right to publish freely and without restrictions within the host country in conformity with this Agreement.

### *Article XII*

#### PUBLIC SERVICES FOR THE PREMISES OF THE TRIBUNAL

1. The competent authorities shall secure, on fair conditions and upon the request of the Registrar or on his behalf, the public services needed by the Tribunal such as, but not limited to postal, telephone and telegraphic services, electricity, water, gas, sewage, collection of waste, fire protection, local transportation and cleaning of public streets.

2. In cases where electricity, water, gas or other services referred to in paragraph 1 above are made available to the Tribunal by the competent authorities, or where the prices thereof are under their control, rates for such services shall not exceed the lowest comparable rates accorded to diplomatic missions or other international organizations.

3. In case of *force majeure* resulting in a complete or partial disruption of the aforementioned services, the Tribunal shall for the performance of its functions be accorded the priority given to essential agencies and organs of the Government.

4. Upon request of the competent authorities, the Registrar, or an official designated by him, shall make suitable arrangements to enable duly authorized representatives of the appropriate public services to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers on the premises of the Tribunal under conditions which shall not unreasonably disturb the carrying out of the functions of the Tribunal.

#### *Article XII*

##### FLAG, EMBLEM AND MARKINGS

The Tribunal shall be entitled to display its flag, emblem and markings on the premises of the Tribunal, and to display its flag on vehicles used for official purposes.

#### *Article XIV*

##### PRIVILEGES AND IMMUNITIES OF THE JUDGES, THE PROSECUTOR AND THE REGISTRAR

1. The Judges, the Prosecutor and the Registrar shall, together with members of their families forming part of their household and who do not have the nationality of the United Republic of Tanzania in the host country, enjoy the privileges and immunities, exemptions and facilities accorded to diplomatic agents, in accordance with international law and in particular under the General Convention and the Vienna Convention. They shall *inter alia* enjoy:

- (a) Personal inviolability, including immunity from arrest or detention;
- (b) Immunity from criminal, civil and administrative jurisdiction in conformity with the Vienna Convention;
- (c) Inviolability for all papers and documents;
- (d) Exemption from immigration restrictions, alien registration or national service obligations;
- (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 in respect of their personal baggage as are accorded to diplomatic agents.

2. In the event the Tribunal operates a system for the payments of pensions and annuities to former Judges, Prosecutors and Registrars and their dependents, exemption from income tax in the host country shall not apply to such pensions and annuities.

3. Privileges and immunities are accorded to the Judges, the Prosecutor and the Registrar in the interest of the Tribunal and not for the personal benefit of individuals themselves. The right and the duty to waive the immunity in any case where it can be waived without prejudice to the purpose for which it is accorded shall lie, as concerns the Judges, with the Tribunal in accordance with its rules; as concerns the Prosecutor and the Registrar, with the Secretary-General in consultation with the President.

#### *Article XV*

##### PRIVILEGES AND IMMUNITIES OF THE STAFF OF THE TRIBUNAL

1. The staff of the Tribunal shall be accorded the privileges and immunities as provided for in Articles V and VII of the General Convention. They shall *inter alia*:

(a) Enjoy immunity 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 Tribunal;

(b) Enjoy exemption from taxation on the salaries and emoluments paid to them by the Tribunal;

(c) Enjoy immunity from national service obligations;

(d) Enjoy immunity, together with members of their families forming part of their household, from immigration restrictions and alien registration;

(e) Be accorded the same privileges in respect of exchange facilities as are accorded to the members of comparable rank of the diplomatic missions established in the host country;

(f) Be given, together with members of their families forming part of their household, the same repatriation facilities in time of international crisis as diplomatic agents;

(g) Have the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host country.

2. Internationally-recruited staff of P-4 level and above who do not have the nationality of the United Republic of Tanzania shall, together with members of their families forming part of their household who do not have the nationality of the United Republic of Tanzania, be accorded the privileges, immunities and facilities as are accorded to members of comparable rank of the diplomatic staff of missions accredited to the Government.

3. Recruited internationally staff, who do not have Tanzanian nationality shall also be entitled to the following additional 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 host country;

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

(c) To export with relief from duties and taxes, on the termination of their function in the United Republic of Tanzania, their furniture and personal effects, including motor vehicles;

(d) They may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.

4. The privileges and immunities are granted to the staff of the Tribunal in the interest of the Tribunal and not for their personal benefit. The right and the duty to waive the immunity in any particular case, where it can be waived without prejudice to the purpose for which it is accorded shall lie with the Secretary-General.

5. The rights and entitlements referred to in paragraphs 1(g) and 3 above shall be exercised in accordance with the formal requirements of the host country. These requirements, however shall not affect the general principles laid down in this Article.

#### *Article XVI*

##### PERSONNEL RECRUITED LOCALLY AND ASSIGNED TO HOURLY RATES

Personnel recruited by the Tribunal locally and assigned to hourly rates, shall be accorded immunity from legal process in respect of words spoken or written and acts performed by them in their official capacity for the Tribunal. Such immunity shall continue to be accorded after termination of employment with the Tribunal. They shall also be accorded such other facilities as may be necessary for the independent exercise of their functions for the Tribunal. The terms and conditions of their employment shall be in accordance with the relevant United Nations resolutions, decisions, regulations, rules and policies.

#### *Article XVII*

##### PERSONS PERFORMING MISSIONS FOR THE TRIBUNAL

1. Persons performing missions for the Tribunal shall enjoy the privileges, immunities and facilities under articles VI and VII of the General Convention, which are necessary for the independent exercise of their duties for the Tribunal.

2. The privileges and immunities are granted to persons performing missions for the Tribunal in the interest of the Tribunal and not for their personal benefit. The right and the duty to waive the immunity referred to in paragraph 1 above in any particular case where it can be waived without prejudice to the administration of justice by the Tribunal and the purpose for which it is granted, shall lie with the President of the Tribunal.

#### *Article XVIII*

##### WITNESSES AND EXPERTS APPEARING BEFORE THE TRIBUNAL

1. The host country shall not exercise its criminal jurisdiction over witnesses and experts appearing from outside the host country on a summons or a request of the Tribunal, in respect of acts or convictions prior to their entry into the territory of the host country.

2. The immunity provided for in paragraph 1 above shall cease when the witness or expert having had, for a period of fifteen consecutive days from the date when his or her presence is no longer required by the Tribunal or the Prosecutor, an opportunity of leaving, has nevertheless remained in the territory of the host country, or having left it, has returned, unless such return is on another summons or request of the Tribunal or the Prosecutor.

3. Witnesses and experts referred to in paragraph 1 above shall not be subjected by the host country to any measure which may affect the free and independent exercise of their functions for the Tribunal.

### *Article XIX*

#### COUNSEL

1. The counsel of a suspect or an accused who has been admitted as such by the Tribunals, shall not be subjected by the host country to any measure which may affect the free and independent exercise of his or her functions under the Statute.

2. In particular, the counsel shall, when holding a certificate that he or she has been admitted as a counsel by the Tribunal, be accorded:

(a) Exemption from immigration restrictions;

(b) Inviolability of all documents relating to the exercise of his or her functions as a counsel of a suspect or accused;

(c) Immunity from criminal, civil and administrative jurisdiction in respect of words spoken or written and acts performed by him or her in his or her official capacity as counsel. Such immunity shall continue to be accorded to him or her after termination of his or her function as a counsel of a suspect or accused.

3. This article shall be without prejudice to such disciplinary rules as may be applicable to the counsel in accordance with the Rules of Procedure and Evidence adopted by the Tribunal.

4. The right and the duty to waive the immunity referred to in paragraph 2 above in any particular case where it can be waived without prejudice to the administration of justice by the Tribunal and the purpose for which it is granted, shall lie with the Secretary-General.

### *Article XX*

#### THE SUSPECT OR ACCUSED

1. The host country shall not exercise its criminal jurisdiction over any person present in its territory, who is to be or has been transferred as a suspect or an accused to the premises of the Tribunal pursuant to a request or an order of the Tribunal, in respect of acts, omissions or convictions prior to their entry into the territory of the host country.

2. The immunity provided for in this Article shall cease when the person, having been acquitted or otherwise released by the Tribunal and having had for a period of fifteen consecutive days from the date of his or her release an opportunity of leaving, has nevertheless remained in the territory of the host country, or having left it, has returned.



### *Article XXI*

#### COOPERATION WITH THE COMPETENT AUTHORITIES

1. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the host country. They also have a duty not to interfere in the internal affairs of the host country.

2. The Tribunal shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, secure the observance of police regulations of the host country. They also have a duty not to interfere in the internal affairs of the host country.

3. The Tribunal shall observe all security directives as agreed with the host country or as issued, in coordination with the United Nations Security Service, by the competent authorities responsible for security conditions within the penitentiary institution where the Tribunal area for detention is located, as well as all directives of the competent authorities responsible for fire prevention regulations.

### *Article XXII*

#### NOTIFICATION

1. The Registrar shall notify the Government of the names and categories of persons referred to in this Agreement, in particular the judges, the Prosecutors, the staff of the Tribunal, persons performing missions for the Tribunal, counsel admitted by the Tribunal, witnesses and experts called to appear before the Tribunal or the Prosecutor, and of any change in their status.

2. The Registrar shall also notify the Government of the name and identity of each official of the Tribunal who is entitled to carry fire arms on the premises of the Tribunal, as well as the name, type caliber and serial number of the arm or arms at his or her disposition.

### *Article XXIII*

#### ENTRY INTO, EXIT FROM AND MOVEMENT WITHIN THE HOST COUNTRY

All persons referred to in articles XIV, XV, XVII, XVIII, and XIX of this Agreement as notified as such by the Registrar to the Government shall have the right of unimpeded entry into, exit from, and movement within, the host country, as appropriate and for the purposes of the Tribunal. They shall be granted facilities for speedy travel. Visas, entry permits or licences, where required for official purposes of the Tribunal shall be granted without charge and as promptly as possible. The same facilities shall be accorded to persons accompanying witnesses who have been notified as such by the Registrar to the Government.

### *Article XXIV*

#### UNITED NATIONS LAISSEZ-PASSER AND CERTIFICATE

1. The Government shall recognize and accept United Nations laissez-passer as a valid travel document.

2. In accordance with the provisions of section 26 of the General Convention, the Government shall recognize and accept the United Nations certificate issued to persons traveling on the business of Tribunal. The Government agrees to issue any required visas on such laissez-passer or certificates.

*Article XXV*

IDENTIFICATION CARDS

1. At the request of the Tribunal, the Government shall issue identification cards to persons referred to in articles XIV, XV, XVIII, XIX and XX of this Agreement certifying their status under this Agreement.

2. The Security Service of the Tribunal shall maintain photographic and other appropriate records of the suspect and accused persons referred to in article XX.

*Article XXVI*

SECURITY, SAFETY AND PROTECTIONS OF PERSONS REFERRED TO IN THIS AGREEMENT

The competent authorities shall take effective and adequate action which may be required to ensure the appropriate security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of the Tribunal, free from interference of any kind.

*Article XXVI*

SOCIAL SECURITY AND PENSION FUND

1. The staff of the Tribunal are subject to the United Nations Staff Regulations and Rules and if they have an appointment of six months' duration or more, become participants in the United Nations Pension Fund. Accordingly, such staff shall be exempt from all compulsory contributions to the social security organizations of the United Republic of Tanzania social security regulations.

2. The Provisions of paragraph 1 above shall apply *mutatis mutandis* to the members of the family forming part of the household of the persons referred to in paragraph 1 above, unless they are employed or self-employed in the host country or receive Tanzanian social security benefits.

*Article XXVII*

ASSISTANCE IN OBTAINING SUITABLE ACCOMMODATION

The Government of the United Republic of Tanzania shall assist persons referred to in articles XIV, XV, XVII, XVIII and XIX in obtaining suitable accommodation in the host country.

*Article XXIX*

SETTLEMENT OF DISPUTES

1. The Tribunal shall make provisions for appropriate modes of settlement of:

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

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

2. Any dispute between the Parties concerning the interpretation or application of this Agreement or the regulations of the Tribunal, which cannot be settled amicably, shall be submitted, at the request of either Party to the dispute, to an arbitral tribunal, composed of three members. Each party shall appoint one arbitrator and the two arbitrators thus appointed shall together appoint a third arbitrator as their chairman. If one of the Parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from the other Party to make such an appointment, the other Party may request the President of the International Court of Justice to make the necessary appointment. If the two arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the third arbitrator, either Party may invite the President of the International Court of Justice to make the necessary appointment. The Parties shall draw up a special agreement determining the subject of the dispute. Failing the conclusion of such an agreement within a period of two months from the date on which arbitration was requested; the dispute may be brought before the arbitral tribunal upon application of either Party. Unless the Parties decide otherwise the arbitral tribunal shall determine its own procedure. The arbitral tribunal shall reach its decision by a majority of votes on the basis of applicable rules of international law. In the absence of such rules, it shall decide *ex aequo et bono*. The decision shall be final and binding on the Parties to the dispute, even if rendered in default of one of the Parties.

### *Article XXX*

#### FINAL PROVISIONS

1. The provisions of this Agreement shall be complementary to the provisions of the General Convention and the Vienna Convention, the latter Convention only insofar as it is relevant for the diplomatic privileges, immunities and facilities accorded to the appropriate categories of persons referred to in this Agreement. Insofar as any provision of this Agreement and any provisions of the General Convention and the Vienna Convention relate to the same subject matter, each of these provisions shall be applicable and neither shall limit the effect of the other.

2. This Agreement may be amended by mutual consent at any time at the request of either Party.

3. This Agreement shall cease to be in force if the seat of the Tribunal is removed from the territory of the host country or if the Tribunal is dissolved, except for such provisions as may be applicable in connection with the orderly termination of the operations of the Tribunal at its seat in the host country and the disposition of its property therein, as well as provisions granting immunity from legal process of every kind in respect of words spoken or written or acts done in an official capacity, even after termination of employment with the Tribunal.

4. The provisions of this Agreement will be applied provisionally as from the date of signature.

5. This Agreement shall enter into force on the day after both Parties have notified each other in writing that the legal requirements for entry into force have been complied with.

- (n) Agreement between the United Nations and the Government of Germany concerning the headquarters of the United Nations Volunteers Programme. Signed at New York on 10 November 1995<sup>24</sup>

The United Nations and the Federal Republic of Germany,

*Whereas* the Executive Board of the United Nations Development programme, by its decision 95/2 of 10 January 1995, endorsed the proposal of the Secretary-General to accept the offer of the Government of the Federal Republic of Germany to relocate the headquarters of the United Nations Volunteers Programme to Bonn;

*Whereas* paragraph 1 of Article 105 of the Charter of the United Nations provides that “the Organization shall enjoy the territory of each of its Members such privileges and immunities as are necessary for the fulfilment of its purposes”;

*Whereas* the Federal Republic of Germany has been a party since 5 November 1980 to the Convention on the Privileges and Immunities of the United Nations;

*Whereas* the Federal Republic of Germany agrees to ensure the availability of all necessary facilities to enable the United Nations Volunteers Programme to perform its functions, including its scheduled programmes of work and any related activities;

*Desiring* to conclude an agreement regulating matters arising from the establishment of and necessary for the effective discharge of the functions of the United Nations Volunteers Programme in the Federal Republic of Germany;

*Have agreed* as follows:

### *Article 1*

#### DEFINITIONS

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

(a) “the Parties” means the United Nations and the Federal Republic of Germany;

(b) “the United Nations” means an international organization established under the Charter of the United Nations;

(c) “the Secretary-General” means the Secretary-General of the United Nations;

(d) “the United Nations Volunteers” or “the Programme” means the United Nations Volunteers Programme, a subsidiary organ within the terms of Article 22 of the Charter of the United Nations, established in 1970 by General Assembly resolution 2659 (XXV) of 7 December 1970;

(e) “the Executive Coordinator” means the Executive Coordinator of the United Nations Volunteers Programme;

(f) “the host country” means the Federal Republic of Germany;

(g) “the Government” means the Government of the Federal Republic of Germany

(h) “the competent authorities” means *Bund* (federal), *Länder* (state) or local authorities under the laws, regulations and customs of the Federal Republic of Germany;

(i) “the headquarters district” means the premises, being the buildings and structures, equipment and other installations and facilities, as well as the surrounding grounds, as specified in the Supplementary Agreement between the United Nations and the Federal Republic of Germany, in accordance with this Agreement, or any other supplementary agreement with the Government;

(j) “the representatives of Members” means the representatives of States Member of the United Nations and other States participating in the United Nations Development Programme;

(k) “officials of the Programme” means the Executive Coordinator and all members of the staff of the United Nations Volunteers Programme, irrespective of nationality, with the exception of those who are locally recruited and assigned to hourly rates as provided for in United Nations General Assembly resolution 76(I) of 7 December 1946;

(l) “United Nations Volunteers” means persons with professional and technical qualifications, other than officials of the Programme, engaged on volunteer terms and conditions by the United Nations Volunteers Programme to provide services with the framework of programmes and projects of the United Nations;

(m) “experts on missions” means persons, other than officials and United Nations Volunteers, undertaking missions for the United Nations and coming within the scope of articles VI and VII of the Convention on the Privileges and Immunities of the United Nations;

(n) “Offices of the United Nations” means and includes subsidiary bodies and organizational units of the United Nations;

(o) “the Vienna Convention” means the Vienna Convention on Diplomatic Relations done at Vienna on 18 April 1961, to which the Federal Republic of Germany acceded on 11 November 1964 and which came into force with respect to the Federal Republic of Germany on 11 December 1964;

(p) “the General 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, to which the Federal Republic of Germany acceded on 5 November 1980.

## *Article 2*

### PURPOSE AND SCOPE OF THE AGREEMENT

This Agreement shall regulate matters relating to or arising out of the establishment and the proper functioning of the United Nations Volunteers in and from the Federal Republic of Germany.

## *Article 3*

### JURIDICAL PERSONALITY AND LEGAL CAPACITY

1. The United Nations, acting through the United Nations Volunteers, a subsidiary organ of the United Nations, shall possess in the host country full juridical personality and the capacity:

- (a) To contract;
- (b) To acquire and dispose of movable and immovable property;
- (c) To institute legal proceedings.

2. For the purpose of this Article, the United Nations Volunteers shall be represented by the Executive Coordinator.

#### *Article 4*

##### APPLICATION OF THE GENERAL AND VIENNA CONVENTIONS AND OF THE AGREEMENT

1. The General and Vienna Conventions shall apply to the Headquarters district, the United Nations, including United Nations Volunteers, its property, funds and assets, and to persons referred to in this Agreement as appropriate.

2. This Agreement shall also apply *mutatis mutandis* to such other Offices of the United Nations as may be located in the Federal Republic of Germany with the consent of the Government.

3. This Agreement may also be made applicable *mutatis mutandis* to other intergovernmental entities, institutionally linked to the United Nations, by agreement among such entities, the Government and the United Nations.

#### *Article 5*

##### INVIOABILITY OF THE HEADQUARTERS DISTRICT

1. The headquarters district shall be inviolable. The competent authorities shall not enter the headquarters district to perform any official duty, except with the express consent, or at the request of the Executive Coordinator. Judicial actions and the service or execution of legal development, including the seizure of private property, cannot be enforced in the headquarters district except with the consent of and in accordance with conditions approved by the Executive Coordinator.

2. The competent authorities shall take whatever action may be necessary to ensure that the United Nations Volunteers shall not be dispossessed of all or any part of the headquarters district without the express consent of the United Nations. The property, funds and assets of the United Nations Volunteers, wherever located and by whomsoever held, shall be immune from search, seizure, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

3. In case of fire or other emergency requiring prompt protective action, or in the event that the competent authorities have reasonable cause to believe that such an emergency has occurred or is about to occur in the headquarters district, the consent of the Executive Coordinator or her/his representative to any necessary entry into the Headquarters district shall be presumed if neither of them can be reached in time.

4. Subject to paragraphs 1, 2 and 3 above, the competent authorities shall take the necessary action to protect the Headquarters district against fire or other emergency.

5. The United Nations Volunteers may expel or exclude persons from the Headquarters district for violation of its regulations.

6. Without prejudice to the provisions of this Agreement, the General Convention and the Vienna Convention, the United Nations shall not allow the Headquarters district to become a refuge from justice for persons against whom a penal judgment had been made or who are pursued *flagrante delicto*, or against whom a warrant of arrest or an order of extradition, expulsion or deportation has been issued by the competent authorities.

7. Any location in or outside Bonn which may be used temporarily for meetings by the United Nations and other entities referred to in article 4 above, shall be deemed, with the concurrence of the Government, to be included in the Headquarters district for the duration of such meetings.

#### *Article 6*

##### LAW AND AUTHORITY IN THE HEADQUARTERS DISTRICT

1. The headquarters district shall be under the authority and control of the United Nations, as provided in this Agreement.

2. Except as otherwise provide in this Agreement, in the General Convention, or in regulations established by the United Nations applicable to the United Nations Volunteers, the laws and regulations of the host country shall apply in the headquarters district.

3. The United Nations shall have the power to make regulations to be operative throughout the headquarters district for the purpose of establishing therein the conditions in all respects necessary for the full execution of its functions. The United Nations Volunteers shall promptly inform the competent authorities of regulations thus enacted in accordance with this paragraph. No *Bund* (federal), *Länder* (state) or local law regulation of the Federal Republic of Germany which is inconsistent with a regulation of the United Nations authorized by this paragraph shall, to the extent of such inconsistency, be applicable within the headquarters district.

4. Any dispute between the United Nations and the host country, as to whether a regulation of the United Nations is authorized by this article, or as to whether a law or regulation of the host country is inconsistent with any regulation of the United Nations authorized by this article, shall promptly settled by the procedure set out in article 26. Pending such settlement, the regulations of the United Nations shall apply and the law or regulation of the host country shall be inapplicable in the headquarters district to the extent that the United Nations claims it to be inconsistent with its regulation.

#### *Article 7*

##### INVIOABILITY OF ARCHIVES AND ALL DOCUMENTS OF THE UNITED NATIONS VOLUNTEERS

All documents, materials and archives, in whatever form, which are made available, belonging to or used by the United Nations Volunteers, wherever located in the host country and by whomsoever held, shall be inviolable.

## Article 8

### PROTECTION OF THE HEADQUARTERS DISTRICT AND ITS VICINITY

1. The competent authorities shall exercise due diligence to ensure the security and protection of the Headquarters district and to ensure that the operations of the United Nations Volunteers are not impaired by the intrusion of persons or groups of persons from outside the headquarters district or by disturbances in its immediate vicinity and shall provide to the Headquarters district the appropriate protection as may be required.

2. If so requested by the Executive Coordinator, the competent authorities shall provide adequate police force necessary for the preservation of law and order in the headquarters district or in its immediate vicinity, and for the removal of persons therefrom.

## Article 9

### FUNDS, ASSETS AND OTHER PROPERTY

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

2. The property and assets of the United Nations Volunteers shall be exempt from restrictions, regulations, controls and moratoria of any nature.

3. Without being restricted by financial controls, regulations or moratoria of any kind, the United Nations Volunteers:

(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 host country, to the United Nations or any other agency.

## Article 10

### EXEMPTION FROM TAXES, DUTIES, IMPORT AND EXPORT RESTRICTIONS

1. In pursuance of section 7(a) of article II of the General Convention, the United Nations Volunteers, its assets, income and other property shall be exempt from all direct taxes. The direct taxes shall in particular, include, but not be limited to:

- (a) Income tax (*Einkommensteuer*)
- (b) Corporation tax (*Körperschaftsteuer*);
- (c) Trade tax (*Gewerbesteuer*);
- (d) Property tax (*Vermögensteuer*)
- (e) Land tax (*Grundsteuer*);



- (f) Land transfer tax (*Gründerwerbsteuer*);
- (g) Motor vehicle tax (*Kraftfahrzeugsteuer*);
- (h) Insurance tax (*Versicherungsteuer*).

2. In pursuance of section 8 of article II of the General Convention, the United Nations Volunteers shall be exempt from all indirect taxes including value added tax/turnover tax (*Umsatzsteuer*) and excise duties which form part of the price of important purchases intended for the official use of the United Nations Volunteers. However it is understood that exemption from mineral oil tax included in the price of petrol, diesel and heating oil and value added tax/turnover tax (*Umsatzsteuer*) shall take the form of a refund of these taxes to the United Nations Volunteers under the conditions agreed upon with the Government. If the Government enters into an agreement with another international organization setting out a different procedure than that referred to above, this new procedure may also be applicable to the United Nations Volunteers by mutual consent of the Parties.

3. The United Nations Volunteers, its funds assets and other property shall be exempt from all customs duties, prohibitions and restrictions in respect of articles imported or exported by the United Nations Volunteers for its official use, including motor vehicles. It is understood, however, that articles imported or purchased under such an exemption shall not be sold in the Federal Republic of Germany except under the conditions agreed upon with the Government.

4. The exemptions referred to in paragraphs 1 to 3 shall be applied in accordance with the formal requirements of the host country. The requirements, however, shall not affect the general principle laid down in this article. It is understood, however, that the United Nations Volunteers shall not claim exemption from taxes and duties which are, in fact, no more than charges for public utility services.

5. The United Nations Volunteers shall also be exempt from all customs duties, prohibitions and restrictions on imports and exports in respect of its publications, audio-visual materials, etc.

#### *Article 11*

##### PUBLIC AND OTHER SERVICES FOR THE HEADQUARTERS DISTRICT

The Government shall assist the United Nations Volunteers in securing, on fair conditions and upon request of the Executive Coordinator, the public and other services needed by the United Nations Volunteers under the terms and conditions set out in the Supplementary Agreement.

#### *Article 12*

##### COMMUNICATIONS FACILITIES

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

2. The official communications and correspondence of the United Nations Volunteers shall be inviolable. No censorship shall be applied to the official correspondence and other official communications of the United Nations Volunteers.

3. The United Nations Volunteers shall have the right to use codes and to dispatch and receive its correspondence by courier or in bags, which shall have the same immunities and privileges as diplomatic couriers and bags.

4. The United Nations Volunteers shall have the right to operate radio and other telecommunications equipment on United Nations registered frequencies and those assigned to it by the Government, between its offices, within and outside the Federal Republic of Germany.

### *Article 13*

#### PRIVILEGES AND IMMUNITIES OF THE REPRESENTATIVES OF MEMBERS

1. The representatives of members who reside in the Federal Republic of Germany and who do not have German nationality or permanent residence status in the Federal Republic of Germany shall enjoy the same privileges and immunities, exemptions and facilities as are accorded to diplomats of comparable rank of diplomatic missions accredited to the Federal Republic of Germany in accordance with the Vienna Convention.

2. The representatives of Members who are not resident in the Federal Republic of Germany shall, in the discharge of their duties while exercising their functions, enjoy privileges and immunities as described in article IV of the General Convention.

### *Article 14*

#### PRIVILEGES, IMMUNITIES AND FACILITIES OF OFFICIALS OF THE UNITED NATIONS VOLUNTEERS

1. The officials of the Programme shall, regardless of their nationality, be accorded the privileges and immunities as provided for in Articles V and VII of the General Convention. They shall *inter alia*:

(a) Enjoy immunity 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 Volunteers;

(b) Enjoy exemption from taxation on the salaries and emoluments paid to them by the United Nations Volunteers;

(c) Enjoy immunity from national service obligations;

(d) Enjoy immunity, together with 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 the members of comparable rank of the diplomatic missions established into the host country;

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

(g) Have the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host country.

2. In addition to the provisions of paragraph 1 above, the Executive Coordinator and other officials of P-5 level and above who do not have German nationality or permanent residence status in the host country shall be accorded the privileges, immunities, exemptions and facilities as are accorded by the Government to members of comparable rank of the diplomatic staff of Missions accredited to the Government. The name of the Executive Coordinator shall be included in the diplomatic list.

3. The privileges and immunities are granted to officials of the United Nations Volunteers in the interests of the United Nations and not for their personal benefit. The right and the duty to waive the immunity in any particular case, where it can be waived without prejudice to the interests of the United Nations, shall lie with the Secretary-General.

#### *Article 15*

##### UNITED NATIONS VOLUNTEERS

1. The United Nations Volunteers shall be granted the privileges, immunities and facilities under Section 17, 18, 20 and 21 of article V, and article VII of the General Convention.

2. The privileges and immunities are granted to United Nations Volunteers in the interest of the United Nations and not for their personal benefit. The right and the duty to waive the immunity in any particular case, where it can be waived without prejudice to the interests of the United Nations, shall lie with the Secretary-General.

#### *Article 16*

##### EXPERTS ON MISSIONS

1. Experts on missions shall be granted the privileges, immunities and facilities as specified in articles VI and VII of the General Convention.

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

3. The privileges and immunities are granted to experts on missions in the interest of the United Nations and not for their personal benefit. The right and the duty to waive the immunity of any expert, in any case where it can be waived without prejudice to the interests of the United Nations, shall lie with the Secretary-General.

### *Article 17*

#### PERSONNEL RECRUITED LOCALLY AND ASSIGNED TO HOURLY RATES

1. Personnel recruited by the United Nations Volunteers locally and assigned to hourly rates, shall be accorded immunity from legal process in respect of words spoken or written and acts performed by them in their official capacity for the United Nations Volunteers. Such immunity shall continue to be accorded after termination of employment with the United Nations Volunteers. They shall also be accorded such other facilities as may be necessary for the independent exercise of their functions for the United Nations Volunteers. The terms and conditions of their employment shall be in accordance with the relevant United Nations resolutions, decisions, regulations, rules and policies.

2. The immunity from legal process shall be accorded to personnel recruited locally and assigned to hourly rates in the interests of the United Nations and not for their personal benefit. The right and the duty to waive the immunity of any such individuals, in any case where it can be waived without prejudice to the interests of the United Nations, shall lie with the Secretary-General.

### *Article 18*

#### UNITED NATIONS LAISSEZ-PASSER AND CERTIFICATE

1. The Government shall recognize and accept the United Nations laissez-passer issued by the United Nations as a valid travel document equivalent to a passport.

2. In accordance with the provisions of section 26 of the General Convention, the Government shall recognize and accept the United Nations certificate issued to persons traveling on the business of the United Nations.

3. The Government further agrees to issue any required visas on the United Nations laissez-passer.

### *Article 19*

#### COOPERATION WITH THE COMPETENT AUTHORITIES

1. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the host country. They also have a duty not to interfere in the internal affairs of the host country.

2. The United Nations shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, secure the observance of police regulations and avoid the occurrence of any abuse in connection with the facilities, privileges and immunities accorded to officials of the United Nations Volunteers referred to in article 14, and the persons referred to in articles 15, 16 and 17.

3. If the Government considers that there has been an abuse of the privileges or immunities conferred by this Agreement, consultations will be held between the competent authorities and the Executive Coordinator to determine whether any such abuse has occurred and, if so, to attempt to ensure that no repetition occurs. If such consultations fails to achieve a result satisfactory to the Government and to the United Nations, either Party may submit the question as to whether such an abuse has occurred for resolution in accordance with the provisions on settlement of disputes under article 26.

#### *Article 20*

##### NOTIFICATION

The Executive Coordinator shall notify the Government of the names and categories of persons referred to in this Agreement and of any change in their status.

#### *Article 21*

##### ENTRY INTO, EXIT FROM, MOVEMENT AND SOJOURN IN THE HOST COUNTRY

All persons referred to in this Agreement as notified, and persons invited on official business, by the Executive Coordinator shall have the right of unimpeded entry into, exit from, free movement and sojourn within the host country. They shall be granted facilities for speedy travel. Visas, entry permits or licences, where required, shall be granted free of charge and as promptly as possible. The same facilities shall be extended to United Nations Volunteers candidates, if such is requested by the Executive Coordinator. No activity performed by persons referred to above in their official capacity with respect to the United Nations Volunteers shall constitute a reason for preventing their entry into or departure from the territory of the host country or for requiring them to leave such territory.

#### *Article 22*

##### IDENTIFICATION CARDS

1. At the request of the Executive Coordinator, the Government shall issue identification cards to persons referred to in this Agreement certifying their status under this Agreement.

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 identification cards.

### *Article 23*

#### FLAG, EMBLEM AND MARKINGS

The United Nations shall be entitled to display its flag, emblem and markings on the premises of the headquarters district and on vehicles used for official purposes.

### *Article 24*

#### SOCIAL SECURITY

1. The Parties agree that, owing to the fact that officials of the United Nations are subject to the United Nations Staff Regulations and Rules, including article VI thereof which establishes comprehensive social security scheme, the United Nations and its officials, irrespective of nationality, shall be exempt from the laws of the Federal Republic of Germany on mandatory coverage and compulsory contributions to the social security schemes of the Federal Republic of Germany during their employment with the United Nations.

2. The Provisions of paragraph 1 above shall apply *mutatis mutandis* to the members of the family forming part of the household of the persons referred to in paragraph 1 above, unless they are employed or self-employed in the host country or receive German social security benefits.

### *Article 25*

#### ACCESS TO THE LABOUR MARKET FOR FAMILY MEMBERS AND ISSUANCE OF VISAS AND RESIDENCE PERMITS TO HOUSEHOLD EMPLOYEES

1. Spouses of officials of the Programme whose duty station is in the Federal Republic of Germany, and their children forming part of their household who are under 21 years of age or economically dependent, shall not require a work permit.

2. The Government undertakes to issue visas and residence permits, where required, to household employees of officials of the Programme as speedily as possible; no work permit will be required in such cases.

### *Article 26*

#### SETTLEMENT OF DISPUTES

1. The United Nations shall make provisions for appropriate modes of settlement of:

(a) Disputes arising out of contracts and other disputes of a private law character to which the United Nations Volunteers is a party;

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

2. Any dispute between the Parties concerning the interpretation or application of this Agreement or the regulations of the United Nations Volunteers, which cannot be settled amicably, shall be submitted, at the request of either Party to the dispute, to an arbitral tribunal, composed of three members. Each party shall appoint one arbitrator and the two arbitrators thus appointed shall together appoint a third arbitrator as their chairman. If one of the Parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from the other Party to make such an appointment, the other Party may request the President of the International Court of Justice to make the necessary appointment. If the two arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the third arbitrator, either Party may invite the President of the International Court of Justice to make the necessary appointment. The Parties shall draw up a special agreement determining the subject of the dispute. Failing the conclusion of such an agreement within a period of two months from the date on which arbitration was requested, the dispute may be brought before the arbitral tribunal upon application of either Party. Unless the Parties decide otherwise the arbitral tribunal shall determine its own procedure. The arbitral tribunal shall reach its decision by a majority of votes on the basis of applicable rules of international law. In the absence of such rules, it shall decide *ex aequo et bono*. The decision shall be final and binding on the Parties to the dispute, even if rendered in default of one of the Parties.

#### *Article 27*

##### FINAL PROVISIONS

1. The provisions of this Agreement shall be complementary to the provisions of the General Convention and the Vienna Convention, the latter Convention only insofar as it is relevant for the diplomatic privileges, immunities and facilities accorded to the appropriate categories of persons referred to in this Agreement. Insofar as any provision of this Agreement and any provisions of the General Convention and the Vienna Convention related to the same subject matter, each of these provisions shall be applicable and neither shall limit the effect of the other.

2. This present Agreement shall cease to be in force six months after either of the Parties gives note in writing to the other of its decision to terminate the Agreement. This Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of the United Nations Volunteers's activities in the Federal Republic of Germany and the disposition of its property therein, and the resolution of any disputes between the Parties.

3. This Agreement may be amended by mutual consent at any time at the request of either Party.

4. The provisions of this Agreement will be applied provisionally as from the date of signature, as appropriate, pending the fulfilment of the formal requirements for its entry into force referred to in paragraph 5 below.

5. This Agreement shall enter into force on the day following the date of receipt of the last of the notifications by which the Parties will have informed each other of the completion of their respective formal requirements.

*Done* at New York City, on 10 November 1995, in duplicate in the English and the German languages, both texts being equally authentic.

For the United Nations	For the Federal Republic of Germany
James Gustave SPETH Administrator UNDP	Tond EITHEL Permanent Representative

- (o) Exchange of letters constituting an agreement between the United Nations and the Government of Sri Lanka concerning the United Nations/European Space Agency Workshop on Basic Space Science to be held at Colombo from 10 to 12 January 1996. Vienna, 11 and 14 December 1995<sup>25</sup>

I

LETTER FROM THE UNITED NATIONS

11 December 1995

Dear Sir,

*United Nations/European Space Agency Workshop  
on Basic Space Science*

*Hosted by the Arthur C. Clarke Centre for Modern Technologies  
on behalf of the Government of the Democratic Socialist Republic  
of Sri Lanka*

*(Colombo, Sri Lanka, 10-12 January 1996)*

As you are aware, the United Nations and your Government have had discussions on the above-mentioned subject through the Permanent Mission of the Democratic Socialist Republic of Sri Lanka to the United Nations. The Workshop is being organized in connection with the establishment of the astronomical telescope facility was originally sponsored by the United Nations at the Arthur C. Clarke Centre for Modern Technologies. The Workshop is being conducted in the realization that scientific, educational and economic progress of all countries is strongly interrelated and also in the recognition that basic space science, including physical and mathematical sciences, plays an exceedingly important role in providing solutions to problems of development in general.

On behalf of the United Nations, I would be most grateful to receive your Government's acceptance of the following arrangements:

A. *The United Nations and the European Space Agency*

1. The United Nations and the European Space Agency shall provide round trip international air travel (economy class) to Colombo, Sri Lanka and a daily subsistence allowance for the duration of the Workshop for those participants in need among nominees from developing countries and are invited to participate in the Workshop by the United Nations.



2. The cost of travel per diem of up to two staff members of the Office for Outer Space Affairs of the United Nations shall be borne by the United Nations.

3. The cost of travel and per diem of representatives from specialized organizations of the United Nations system shall be borne by the concerned organizations.

#### B. *Language and participation*

1. The total number of participants will be limited to seventy (forty foreign and thirty national).

2. The language of the Workshop will be English.

#### C. *The Government of the Democratic Socialist Republic of Sri Lanka*

1. The Government will act as host to the Workshop which will be held in Colombo, Sri Lanka.

2. The Government will also designate an official of the Arthur C. Clarke Centre for Modern Technologies as liaison officer between the United Nations and the Government for making the necessary arrangements concerning the contributions described in the following paragraph.

3. The Government will provide and defray the costs of:

(a) Appropriate premises (including duplication facilities and consumables) for holding the Workshop;

(b) Appropriate premises for the offices, working areas and other related facilities for the United Nations Secretariat staff responsible for the Workshop, the liaison officer and the local personnel mentioned below;

(c) Adequate furniture and equipment for the premises referred to in (a) and (b) above to be installed prior to the Workshop and maintained in good repair by appropriate personnel for the duration of the Workshop;

(d) Amplification and audio-visual projection equipment as well as tape recorders and tapes as may be necessary and technicians to operate them for the duration of the Workshop;

(e) Local administrative personnel required for the proper conduct of the workshop, including reproduction and distribution of lectures and other documents in connection with the Workshop;

(f) Communication facilities (telex, facsimile, telephone) for official use in connection with the Workshop, office supplies and equipment for the conduct of the Workshop;

(g) Customs clearance and transportation between the port of entry and the location of the Workshop and return of all United Nations supplies and equipment required for the adequate function of the Meeting. The United Nations shall determine the mode of shipment of such equipment and supplies;

(h) All official transportation within the Democratic Socialist Republic of Sri Lanka for the participants at the Workshop;

(i) Local transportation, including airport reception during arrival and departure for all participants at the Workshop;

(j) Local transportation for United Nations staff responsible for the Workshop for official purposes during the Workshop;

(k) Arrangement of adequate accommodations in hotels at reasonable commercial rates for persons who are participating in, attending or servicing the Workshop, at the expense of these same persons;

(l) The services of travel agency to confirm or make new bookings for the departure of participants upon the conclusion of the Workshop;

(m) Medical facilities adequate for first aid in emergencies within the Workshop area. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital; and

(n) Security protection as may be required to ensure the well-being of all participants in the Workshop and the efficient functioning of the Workshop free from interference of any kind.

#### D. *Privileges and immunities*

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 (1946) 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 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. 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 (1947).

(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 Sri Lanka. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible.

3. It is further understood that your 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 Workshop;
- (ii) The transportation provided by your Government;
- (iii) The employment for the Workshop of personnel provided or arranged by your Government;

and your Government shall indemnify the United Nations and its personnel in respect of any such action, claim or other demand except where such action, claim or demand arises as a result of the willful misconduct or gross negligence on the part of the United Nations and its personnel.

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 an argument between the United Nations and the Government of the Democratic Socialist Republic of Sri Lanka regarding the provision of host facilities by your Government for this Workshop.

(Signed) Giorgio GIACOMELLI  
Director-General of the United  
Nations Office at Vienna

## II

### LETTER FROM THE PERMANENT REPRESENTATIVE OF SRI LANKA TO THE UNITED NATIONS OFFICE AT VIENNA

14 December 1995

Your Excellency,

*United Nations/European Space Agency Workshop on Basic Space  
Science hosted by Arthur C. Clarke Centre for Modern Technologies  
on behalf of the Government of the Democratic Socialist Republic of  
Sri Lanka, Colombo, 10-12 January 1996*

I am pleased to acknowledge receipt of the amended Memorandum of Understanding dated 11 December 1995 on the above workshop.

On behalf of the Government of the Democratic Socialist Republic of Sri Lanka, I am pleased to state that the terms outlined in your letter are acceptable to me.

(Signed) M.A.K. GIRIHAGAMA  
Charge d'affaires a.i.

- (p) Agreement between the United Nations and the Government of Lebanon on the status of the United Nations Interim Force in Lebanon. Signed at Beirut on 15 December 1995<sup>26</sup>

The United Nations and the Government of Lebanon agree that the status of the United Nations Interim Force in Lebanon will be regulated in accordance with the following provisions:

## I. DEFINITIONS

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

(a) “UNIFIL” means the United Nations Interim Force in Lebanon established pursuant to Security Council resolutions 425 (1978) and 426 (1978) of 19 March 1978, with the terms of reference as described in the report of the Secretary-General of 19 March 1978 (S/12611) which was approved by the Security Council in the above mentioned resolution 426 (1978). Under subsequent Security Council Resolutions, UNIFIL has been further extended. For the purposes of this Agreement UNIFIL shall consist of:

- (i) the “Force Commander” of UNIFIL appointed by the Secretary-General with the consent of the Security Council. Any reference to the Force Commander in this Agreement shall, except in paragraph 24, include any member of UNIFIL to whom he delegates a specified functions or authority;
- (ii) a “civilian element” consisting of United Nations officials and other persons assigned by the Secretary-General to assist the Force Commander or made available by participating States to serve as part of UNIFIL. The civilian element also includes military observers of the United Nations Truce Supervision Organization (UNTSO), who are assigned, in accordance with the Secretary-General’s report concerning the terms of reference of UNIFIL (S/12611) to assist UNIFIL in the fulfilment of its task and are placed under the operational control of the Force Commander;
- (iii) a “military element” consisting of military and civilian personnel made available by participating states to serve as a part of UNIFIL;

(b) a “member of UNIFIL” means any member of the civilian or military element 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 elements of UNIFIL;

(d) “Government” means the Government of Lebanon, including all competent local authorities;

(e) “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.

## II. APPLICATION OF THE PRESENT AGREEMENT

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

## III. APPLICATION OF THE CONVENTION

3. UNIFIL, its property, funds assets, and its members, including the Force Commander, shall enjoy the privileges and immunities specified in the present Agreement as well as those provided for in the Convention, to which Lebanon is a Party.

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

## IV. STATUS OF UNIFIL

5. UNIFIL 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. 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 UNIFIL.

7. Without prejudice to the mandate of UNIFIL and its international status:

(a) The United Nations shall ensure that UNIFIL shall conduct its operations in Lebanon with full respect for the principles and spirit of the general conventions applicable to the conduct of military personnel. These international conventions include the four Geneva Conventions of 12 August 1949 and their Additional Protocols of 8 June 1977 and the UNESCO Convention of 14 May 1954 on the Protection of Cultural Property in the Event of armed conflict;

(b) The Government undertakes to treat at all times the military and civilian personnel of UNIFIL with full respect for the principles and spirit of the general international conventions applicable to the treatment of military and civilian personnel. These international conventions include the Four Geneva Conventions of 12 April 1949 and their Additional Protocols of 8 June 1977.

UNIFIL and the Government shall therefore ensure the members of their respective military and civilian personnel are fully acquainted with the principles and spirit of the above-mentioned international instruments.

### *United Nations flag and vehicle markings*

8. UNIFIL shall enjoy the right to display the United Nations flag at or on its headquarters, camps or other premises, vehicles, vessels and otherwise as decided by the Force Commander. Other flags or pennants may be displayed only in exceptional cases. In these cases, UNIFIL shall give sympathetic consideration to observations or requests of the Government.

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

#### *Communications*

10. UNIFIL 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.

11. Subject to the provisions of paragraph 10:

(a) UNIFIL shall have authority to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory of Lebanon with each other and with United Nations offices in other countries, and to exchange traffic with United Nations offices in other countries, and to exchange traffic with the United Nations global telecommunication 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 Internationally Frequency Registration Board.

(b) UNIFIL shall enjoy, within the territory of Lebanon, 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 UNIFIL, 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, 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 local system of telegraphs, telex and telephones will be charged at the most favourable rate.

(c) UNIFIL may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNIFIL. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of UNIFIL or its members. In the event that postal arrangements applying to private mail of members of UNIFIL 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. UNIFIL and its members shall enjoy, together with its vehicles, vessels, aircraft and equipment, freedom of movement throughout Lebanon. 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 Lebanon be coordinated with the Government. The Government undertakes to supply UNIFIL, 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 UNIFIL 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. UNIFIL may use roads, bridges, canals and other waters, port facilities and airfields without the payment of dues, tolls or charges, including wharfage charges. However, UNIFIL will not claim exemption from charges which are in fact charges for services rendered.

#### *Privileges and immunities of UNIFIL*

15. UNIFIL, 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 UNIFIL shall also apply to the property, funds and assets of participating States used in Lebanon in connection with the national contingents serving in UNIFIL, as provided for in paragraph 4 of the present Agreement. The Government recognizes the right of UNIFIL 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 UNIFIL 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 UNIFIL, 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 UNIFIL, 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 UNIFIL 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 Lebanon, 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 UNIFIL and the Government at the earliest possible date.

## V. FACILITIES FOR UNIFIL

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

16. The Government of Lebanon shall provide without cost to UNIFIL and in agreement with the Force Commander such areas for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of UNIFIL and for the accommodation of the members of UNIFIL. Without prejudice to the fact that all such premises remain Lebanese 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 the Lebanese military personnel, a permanent, direct and immediate access by UNIFIL to those premises shall be guaranteed.

17. The Government undertakes to assist UNIFIL 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 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 UNIFIL as to essential government services. Where such utilities or facilities are not provided free of charge, payment shall be made by UNIFIL on terms to be agreed with the competent authority. UNIFIL shall be responsible for the maintenance and upkeep of facilities so provided.

18. UNIFIL 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 UNIFIL to such premises.

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

20. The Government undertakes to assist UNIFIL 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, UNIFIL 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 UNIFIL from any taxes or duties in respect of all official local purchases.

21. UNIFIL 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. UNIFIL 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 UNIFIL and to accelerate the process of such recruitment. The terms and conditions of employment for locally recruited personnel shall be prescribed by the Force Commander.



### *Currency*

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

## VI. STATUS OF THE MEMBERS OF UNIFIL

### *Privileges and immunities*

24. The Force Commander and such high-ranking members of UNIFIL 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. Members of the United Nations Secretariat assigned to the civilian element to serve with UNIFIL remain officials of the United Nations entitled to the privileges and immunities of articles V and VII of the Convention.

26. Military observers and civilian personnel other than United Nations officials, assigned to UNIFIL, 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.

27. Military personnel of national contingents assigned to the military element of UNIFIL shall have the privileges and immunities specifically provided for the present Agreement.

28. Unless otherwise specified in the present Agreement, locally recruited members of UNIFIL 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 UNIFIL 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 Lebanon. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

30. Members of UNIFIL shall have the right to import free of duty their personal effects in connection with their arrival to Lebanon. They shall be subject to the laws and regulations of Lebanon governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Lebanon with UNIFIL. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of UNIFIL, including the military element, upon prior written notification. On departure from Lebanon, members of UNIFIL may, notwithstanding the above-mentioned exchange regulations, 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 UNIFIL.

31. 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 Lebanon by the members of UNIFIL in accordance with the present Agreement.

*Entry, residence and departure*

32. The Force Commander and members of UNIFIL shall, whenever so required by the Force Commander, have the right to enter into, reside in and depart from Lebanon.

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

34. For the purpose of such entry or departure, members of UNIFIL 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 35 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*

35. The Force Commander shall issue each member of UNIFIL before or as soon as possible after such member's first entry into Lebanon, 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 34 of the present Agreement, such identity card shall be the only document required of a member of UNIFIL.

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

*Uniforms and arms*

37. Military members of UNIFIL shall wear, while performing official duties, the national military 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 UNIFIL may be authorized by the Force Commander at other times. Military members of UNIFIL and United Nations Security Officers designated by the Force Commander 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 Force Commander for the operation by any member of UNIFIL, including locally recruited personnel, of any UNIFIL transport or com-

munication equipment and for the practice of any profession or occupation in connection with the functioning of UNIFIL, 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 Force Commander to a member of UNIFIL for the carrying or use of fire-arms or ammunition in connection with the functioning of UNIFIL.

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

40. The Force Commander shall take all appropriate measures to ensure the maintenance of discipline and good order among members of UNIFIL, as well as locally recruited personnel. To this end personnel designated by the Force Commander shall police the premises of UNIFIL 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 UNIFIL.

41. The military police of UNIFIL shall have the power of arrest over the military members of UNIFIL. 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 any other person on the premises of UNIFIL. Such 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 UNIFIL:

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

(b) When such a member of UNIFIL 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 UNIFIL, whereafter the provision of paragraph 47 shall apply *mutatis mutandis*.

43. When a person is taken into custody under paragraph 41 or paragraph 42(b), UNIFIL 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 arresting authority for further interrogation.

44. UNIFIL 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 an, 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 paragraph 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 UNIFIL 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 UNIFIL 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 UNIFIL and after the expiration of the other provisions of the present Agreement.

47. Should the Government consider that any member of UNIFIL has committed a criminal offence, it shall promptly inform the Force Commander and present him any evidence available to it. Subject to the provisions of paragraph 24:

(a) If the accused person is a member of the civilian element or a civilian member of the military element, 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 52 of the present Agreement;

(b) Military members of the military element of UNIFIL 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 Lebanon.

48. If any civil proceeding is instituted against a member of UNIFIL before any court of Lebanon, 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 provisions of paragraph 50 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 UNIFIL 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 UNIFIL that is certified by the Force Commander to be needed by the defendant for the fulfilment of his official duties shall be free from seizure for the satisfaction of a judgment, decision or order. The personal liberty of a member of UNIFIL shall not be restricted in a civil proceeding, whether to enforce a judgment, decision or order, to compel an oath or for any other reason.

#### *Deceased members*

49. The Force Commander shall have the right to take charge of and dispose of the body of a member of UNIFIL who dies in Lebanon, as well as that member's personal property located within Lebanon, 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 the UNIFIL or any member thereof is a party and over which the courts of Lebanon 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 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 the UN forces and operations, the Special Representative or the Secretary-General of the United Nations shall use his best endeavors 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 Force Commander.

52. Any other dispute between the UNIFIL 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 tribunal. The decisions of the tribunal shall be final and binding on both parties.

53. All differences between the United Nations and the Government of Lebanon arising out of the interpretation or application of the present arrangements which 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 Force Commander and the Government may conclude supplemental arrangements to the present Agreement.

## IX. LIAISON

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

## X. MISCELLANEOUS PROVISIONS

56. Wherever the present Agreement refers to the privileges, immunities and rights of the UNIFIL and to the facilities Government undertakes to provide to the UN forces and operations, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local Lebanese authorities.

57. The present Agreement shall apply provisionally upon signature by the United Nations and the Government and shall enter into force upon its ratification by the Government in accordance with Lebanese constitutional requirements.

58. The present Agreement shall remain in force until the departure of the final element of UNIFIL from Lebanon 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 the present Agreement and were submitted prior to or within three months of such termination.

## 3. AGREEMENTS RELATING TO THE UNITED NATIONS CHILDREN'S FUND

Basic Cooperation Agreement between the United Nations (United Nations Children's Fund) and the Government of Gambia. Signed at Banjul on 27 February 1995<sup>27</sup>

### PREAMBLE

*Whereas* the United Nations Children's Fund (UNICEF) was established by the General Assembly of the United Nations by resolution 57 (I) of 11 December 1946 as an organ of the United Nations and, by this and subsequent resolutions, was charged with the responsibility of meeting, through the provision of financial support, supplies, training and advice, the emergency and long-range needs of children and their continuing needs and providing services in the fields of maternal and child health, nutrition, water supply, basic education and supporting services for women in developing countries, with a view of strengthening, where appropriate, activities and programmes of child survival, development and protection in countries with which UNICEF cooperates, and

*Whereas* UNICEF and the Government of The Gambia wish to establish the terms and conditions under which UNICEF shall, in the framework of the operational activities of the United Nations and within its mandate, cooperation in programmes in The Gambia.

*Now, therefore*, UNICEF and the Government, in a spirit of friendly cooperation, have entered into the present Agreement.

## *Article 1*

### DEFINITIONS

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

- (a) "Appropriate authorities" means central, local and other competent authorities under the law of the country;
- (b) "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;
- (c) "Experts on mission" means experts coming within the scope of articles VI and VII of the Convention;
- (d) "Government" means the Government of The Gambia;
- (e) "Greeting Card Operation" means the organizational entity established within UNICEF to generate public awareness, support and additional funding for UNICEF mainly through the production and marketing of greeting cards and other products;
- (f) "Head of the office" means the official in charge of the UNICEF office;
- (g) "Country" means the country where a UNICEF office is located or which receives programme support from a UNICEF office located elsewhere;
- (h) "Parties" means UNICEF and the Government;
- (i) "Persons performing services for UNICEF" means individual contractors, other than officials, engaged by UNICEF to perform services in the execution of programmes of cooperation;
- (j) "Programmes of cooperation" means the programmes of the country in which UNICEF cooperates, as provided in article III below;
- (k) "UNICEF" means the United Nation's Children's Fund;
- (l) "UNICEF office" means any organizational unit through which UNICEF cooperates in programmes; it may include the field offices established in the country;
- (m) "UNICEF officials" means all members of the staff of UNICEF 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.

## *Article II*

### SCOPE OF THE AGREEMENT

1. The present Agreement embodies the general terms and conditions under which UNICEF shall cooperate in programmes in the country.
2. UNICEF cooperation in programmes in the country shall be provided consistent with the relevant resolutions, decision, regulations and rules and policies of the competent organs of the United Nations, including the Executive Board of UNICEF.

### *Article III*

#### PROGRAMMES OF COOPERATION AND MASTER PLAN OF OPERATION

1. The programmes of cooperation agreed to between the Government and UNICEF shall be contained in a master plan of operations to be concluded between UNICEF, the Government and, as the case may be, other participating organizations.

2. The master plan of operations shall define the particulars of the programmes of cooperation, setting out the objectives of the activities to be carried out, the undertakings of UNICEF, the Government and the participating organizations and the estimated financial resources required to carry out the programmes of cooperation.

3. The Government shall permit UNICEF officials, experts on mission and persons performing services of UNICEF to observe and monitor all phases and aspects of the programmes of cooperation.

4. The Government shall keep such statistical records concerning the execution of the master plan of operations as the Parties may consider necessary and shall supply any of such records to UNICEF at its request.

5. The Government shall cooperate with UNICEF in providing the appropriate means necessary for adequately informing the public about the programmes of cooperation carried out under the present Agreement.

### *Article IV*

#### UNICEF OFFICE

1. UNICEF may establish and maintain a UNICEF office in the country as the Parties may consider necessary to facilitate the implementation of the programmes of cooperation.

2. UNICEF may, with the agreement of the Government, establish and maintain a regional/area office in the country to provide programme support to other countries in the region/area.

3. In the event that UNICEF does not maintain a UNICEF office in the country, it may, with the agreement of the Government, provide support for the programmes of cooperation agreed to between UNICEF and the Government under the present Agreement through a UNICEF regional/area office established in another country.

### *Article V*

#### ASSIGNMENT TO UNICEF OFFICE

1. UNICEF may assign to its office in the country officials, experts on mission and persons performing services for UNICEF, as is deemed necessary by UNICEF to provide support to the programmes of cooperation in connection with:

(a) The preparation, review, monitoring and evaluation of the programmes of cooperation;



(b) The shipment, receipt, distribution or use of the supplies, equipment and other materials provided by UNICEF;

(c) Advising the Government regarding the progress of the programmes of cooperation;

(d) Any other matters relating to the application of the present Agreement.

UNICEF shall, from time to time, notify the Government of the names of UNICEF officials, experts on mission and persons performing services for UNICEF; UNICEF shall also notify the Government of any changes in their status.

#### *Article VI*

##### GOVERNMENT CONTRIBUTION

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

(a) Appropriate office premises for the UNICEF office, alone or in conjunction with the United Nations system organization;

(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 UNICEF officials, experts on mission and persons performing services for UNICEF in the performance of their official functions in the country.

2. The Government shall also assist UNICEF:

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

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

3. In the event that UNICEF does not maintain a UNICEF office in the country, the Government undertakes to contribute towards the expenses incurred by UNICEF in maintaining a UNICEF regional/area office elsewhere, from which support is provided to the programmes of cooperation in the country, up to a mutually agreed amount, taking into account contributions in kind, if any.

#### *Article VII*

##### UNICEF SUPPLIES, EQUIPMENT AND OTHER ASSISTANCE

1. UNICEF's contribution to programmes of cooperation may be made in the form of financial and other assistance. Supplies, equipment and other assistance intended for the programmes of cooperation under the present Agreement shall be transferred to the Government upon arrival in the country, unless otherwise provided in the master plan of operations.

2. UNICEF may place on the supplies, equipment and other materials intended for programmes of cooperation such markings as are deemed necessary to identify them as being provided by UNICEF.

3. The Government shall grant UNICEF all necessary permits and licences for the importation of the supplies, equipment and other materials under the present Agreement. It shall be responsible for, and shall meet the costs associated with, the clearance, receipt, unloading, storage, insurance, transpiration and distribution of such supplies, equipment and other materials after their arrival in the country.

4. While paying due respect to the principles of international competitive bidding, UNICEF will, to the extent possible, attach high priority to the local procurement of supplies, equipment and other materials which meet UNICEF requirements in quality, price and delivery terms.

5. The Government shall exert its best efforts, and take the necessary measures, to ensure that the supplies, equipment and other materials, as well as financial and other assistance intended for programmes of cooperation, are utilized in conformity with the purposes stated in the master plan of operations and are employed in an equitable and efficient manner without any discrimination based on sex, race, creed, nationality or political opinion. No payment shall be required of any recipient of supplies, equipment and other materials furnished by UNICEF unless, and only to such extent as, provided in the relevant master plan of operations.

6. No direct taxes, value-added tax, fees, tolls or duties shall be levied on the supplies, equipment and other materials intended for programmes of cooperation in accordance with the master plan of operations. In respect of supplies and equipment purchased locally for programmes of cooperation, the Government shall, in accordance with section 8 of the Convention, make appropriate administrative arrangements for the remission or return of any excise duty or tax payable as part of the price.

7. The Government shall, upon request by UNICEF, return to UNICEF any funds, supplies, equipment and other materials that have not been used in the programmes of cooperation.

8. The Government shall maintain proper accounts, records and documentation in respect of funds, supplies, equipment and other assistance under this Agreement. The form and content of the accounts, records and documentation required shall be as agreed upon by the Parties. Authorized officials of UNICEF shall have access to the relevant accounts, records and documentation concerning distribution of supplies, equipment and other materials, and disbursement of funds.

9. The Government shall, as soon as possible, but in any event within sixty (60) days after the end of each of the UNICEF financial years, submit to UNICEF progress reports on the programmes of cooperation and certified financial statements, audited in accordance with existing government rules and procedures.

### *Article VIII*

#### INTELLECTUAL PROPERTY RIGHTS

1. The Parties agree to cooperate and exchange information on any discoveries, inventions or works, resulting from programme activities undertaken under the present Agreement, with a view to ensuring their most efficient and effective use and exploitation by the Government and UNICEF under applicable law.

2. Patent rights, copyrights and other similar intellectual property rights in any discoveries, inventions or works under paragraph 1 of this article resulting from programmes in which UNICEF cooperates may be made available by UNICEF free of royalties to other Governments with which UNICEF cooperates for their use and exploitation in programmes.

### *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 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.

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 group 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 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 direction 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.

## *Articles 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 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 mission shall be granted the privileges and immunities specified in article VI, sections 22 and 23, 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 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 visa, licences or permits, where required;

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

#### *Article XVII*

##### LOCALLY RECRUITED PERSONNEL ASSIGNED TO HOURLY RATES

The term 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 Telecommunications 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 licence for, and shall not impose undue restrictions on, the acquisition or use the 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 willful misconduct.

*Article XXII*

SETTLEMENT OF DISPUTES

Any dispute between UNICEF and the Government relating to the interpretation and application of the present 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 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 expense of 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 XXIII*

##### ENTRY INTO FORCE

1. This Agreement shall enter into force immediately upon signature by the Parties.
2. The present Agreement supersedes and replaces all previous Basic Agreements, including addenda thereto, between UNICEF and the Government.

#### *Article XXIV*

##### AMENDMENTS

The present Agreement may be modified or amended only by written agreement between the Parties hereto.

#### *Article XXV*

##### 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 UNICEF activities, and the resolution of any disputes between the Parties.

IN WITNESS WHEREOF, the undersigned, being duly authorized plenipotentiary of the Government and duly appointed representative of UNICEF, have on behalf of the Parties signed the present Agreement, in the English language. For purposes of interpretation and in case of conflict, the English text shall prevail.

*Done* at Banjim, this 27th day of February, nineteen hundred and ninety five.

For the United Nations  
Children's Fund:  
  
(*Signed*) Samir SOBHY  
Area Representative  
for the Gambia, Senegal  
and Cape Verde

For the Government:  
  
(*Signed*) Bolong Landing SONKO  
Minister of External Affairs



Similar agreements were concluded with Gambia on 27 February 1995, Guinea Bissau on 3 March 1995, Swaziland on 8 March 1995, Uruguay on 25 October 1995, Niger on 8 December 1995 and Cameroon on 19 December 1995.

#### 4. AGREEMENTS RELATING TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

Basic Agreement between the United Nations (United Nations Development Programme) and the Government of Honduras concerning assistance by the United Nations Development Programme to the Government of Honduras. Signed at Tegucigalpa on 17 January 1995<sup>28</sup>

...

##### *Article II*

##### FORMS OF ASSISTANCE

1. Assistance which may be made available by the UNDP at the request of the Government under this Agreement may consist of:

(a) The services of advisory experts and consultants, including consultant firms or organizations, to be selected in consultation with the Government by and responsible to the UNDP or the Executing Agency concerned;

(b) The services of operational experts proposed by the Executing Agency and selected by the Government, to perform functions of an operational, executive or administrative character (OPAS) as civil servants of the Government or as employees of such entities as the Government may designate under article 1, paragraph 2, hereof:

(c) The Services of members of the United Nations Volunteers (hereinafter called volunteers);

(d) Equipment and supplies not readily available in Honduras (hereinafter called the country);

(e) Seminars, training programmes, demonstration projects and related activities;

(f) Scholarships and fellowships, or similar arrangements under which candidates nominated by the Government and approved by the Executing Agency concerned may study or receive training; and

(g) Any other form of assistance which may be agreed upon by the Government and the UNDP.

2. Requests for assistance shall be presented by the Government, through SECPLAN [Ministry of Coordination, Planning and Budget] to UNDP through the UNDP representative in the country (referred to in paragraph 4(a) of this article), and in the form and in accordance with procedures established by the UNDP for such requests. The Government shall provide the UNDP with all appropriate facilities and relevant information to appraise the request, including when feasible, an expression of its intent with respect to the follow-up of investment-oriented projects.

3. Assistance may be provided by UNDP to the Government either directly, with such external assistance as it may deem appropriate, or through an Executing Agency, which shall have primary responsibility for carrying out UNDP assistance to the project and which shall have the status of an independent contractor for this purpose. Where assistance is provided by the UNDP directly to the Government, all references in this Agreement to an Executing Agency shall be construed to refer to UNDP, unless clearly inappropriate from the context.

4. (a) UNDP may maintain a permanent mission in the country, headed by a resident representative, to represent UNDP therein and be the principal channel of communication with the Government on all Programme matters. The resident representative shall have full responsibility and ultimate authority on behalf of the UNDP Administrator, for the UNDP programme in all its aspects in the country, and shall be team leader in regard to such representatives of other United Nations organizations as may be posted in the country, taking into account their professional competence and their relations with appropriate organs of the Government. The resident representative shall maintain liaison with SECPLAN and other competent entities of the Government and shall inform the Government of the policies, criteria and procedures of the UNDP and other relevant programmes of the United Nations. He shall assist the Government, as may be required, in the preparation of UNDP country programme and project requests, as well as proposals for country programme or project changes, assure proper coordination of all assistance rendered by the UNDP through various Executing Agencies or its own consultants, assist to Government, as maybe required, in coordinating UNDP activities with national, bilateral and multilateral programmes within the country, and carry out such other functions as may be entrusted to him by the Administrator or by an Executing Agency.

(b) The UNDP mission in the country shall have such other staff as the UNDP may deem appropriate to its proper functioning. UNDP shall notify the Government from time to time of the names of the members, and of the families of the members, of the mission, and of changes in the status of such persons.

...

### *Article VII*

#### RELATION TO ASSISTANCE FROM OTHER SOURCES

In the event that assistance towards the execution of a project is obtained by either Party from other sources, the Parties shall consult each other and the Executing Agency with a view to effective coordination and utilization of assistance received by the Government from all sources. The obligations of the Government hereunder shall not be modified by any arrangements it may enter into with other entities cooperating with it in the execution of a project.

### *Article VIII*

#### USE OF ASSISTANCE

The Government shall exert its best efforts to make the most effective use of the assistance provided by UNDP and shall use such assistance for the purpose for which it is intended. Without restricting the generality of the foregoing, the Government shall take such steps to this end as are specified in the project document.

## *Article IX*

### PRIVILEGES AND IMMUNITIES

1. The Government shall apply to the United Nations and its organs, including the UNDP and United Nations subsidiary organs within the UNDP mission, their property, funds and assets, and to their officials, including the resident representative and other members of the UNDP mission in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

2. The Government shall apply to each specialized agency acting as an Executing Agency, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947, including any annex to the Convention applicable to such specialized agency.

3. The Government shall grant to the resident representative the same privileges, immunities, exemptions and facilities accorded to heads of diplomatic missions, in accordance with international law. The Government shall also grant to the representatives of other United Nations subsidiary organs within the UNDP mission additional privileges and immunities for the effective exercise of their functions, in accordance with international law, as are granted by the Government to members of diplomatic missions of comparable ranks. Such additional privileges and immunities shall be specified in an exchange of letters between the Government and UNDP.

4. (a) Except as the Parties may otherwise agree in project documents relating to specific projects, the Government shall grant all persons performing services on behalf of UNDP or a specialized agency who are not covered by paragraphs 1 and 2 above the facilities provided for in sections 18 or 19 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the Specialized Agencies. Such facilities shall not be granted to Government nationals employed locally on behalf of the UNDP or specialized agency.

(b) For purposes of the instrument on privileges and immunities referred to in the preceding parts of this article:

- (i) All papers and documents relating to a project in the possession or under the control of the persons referred to in subparagraph 2(a) above shall be deemed to be documents belonging to the United Nations or the specialized agency concerned;
- (ii) Equipment, materials and supplies brought into or purchased or leased by those persons within the country for purposes of a project shall be deemed to be property of the United Nations or the specialized agency concerned, as the case may be.

5. The expression "persons" performing services" as used in articles IX, X and XIII of this Agreement covers operational experts, volunteers, consultants, and juridical as well as natural persons and their employees. It includes governmental or nongovernmental organizations or firms which UNDP may retain, whether as an Executing Agency or otherwise, to execute or to assist in the execution of UNDP assistance to a project, and their employees. Nothing in this Agreement shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees in any other instrument signed by the Government.

*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;
- (h) Prompt release from customs of the items mentioned in sub-paragraphs (f) and (g) above.

2. Assistance under this Agreement being provided for the benefit of the Government and people of Honduras, the Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims which may be brought by third parties against UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. 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 willful misconduct of the above-mentioned individuals.

Similar agreements were concluded with Bosnia and Herzegovina on 7 December 1995, with former Yugoslav Republic of Macedonia on 18 \_\_\_\_\_ 1995 and with Armenia on 8 March 1995.

## 5. AGREEMENTS RELATING TO THE UNITED NATIONS ENVIRONMENT PROGRAMME

- (a) Host Government Agreement between the United Nations (United Nations Environment Programme) and the Government of Iceland regarding the arrangements for the Meeting of Experts on the Protection of the Marine Environment from Land-based Activities, Reykjavik, 6-10 March 1995. Signed at Nairobi and at Reykjavik on 13 January 1995<sup>29</sup>

I have the honour to refer to the arrangements for the Meeting of Experts on the Protection of the Marine Environment from Land-Based Activities that the United Nations Environment Programme (UNEP) is planning to convene at Reykjavik. With the present letter I wish to obtain your Government's acceptance of the following arrangements:

1. The participants in the meeting shall be invited by the Executive Director of the United Nations Environment Programme and will include:

- (a) Representatives of State.
- (b) Organizations that have received standing invitations from UNEP to participate in the meeting in the capacity of observers;
- (c) Specialized and related agencies of the United Nations;
- (d) Other intergovernmental organizations;
- (e) Intergovernmental organs of the United Nations;
- (f) Non-governmental organizations;
- (g) The UNEP secretariat;
- (h) Other persons invited by UNEP.

2. The Executive Director of UNEP shall designate the officials of UNEP and the United Nations assigned to attend the meeting for the purpose of servicing it.

3. The meeting will be open to representatives of information media accredited by UNEP at its discretion after consultation with the Government.

4. The Government shall provide, for the duration of the meeting, the necessary premises, including office space, working areas and other related facilities, as specified in Annex A hereto.

The Government shall ensure reliable electronic mail connections by Internet, modem and high speed telefax for the transmission of meeting documentation for remote translation at UNEP Headquarters in Nairobi. The Government shall 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 meeting. The meeting rooms shall be equipped for reciprocal simultaneous interpretation between three languages, and for sound recording from the floor to the extent required by UNEP. The premises shall remain at the disposal of UNEP 24 hours a day from three days prior to the meeting until a maximum of two days after its closure.

5. The Government shall provide, if possible within the conference area, a bank, post office, telephone, telefax and telex facilities, as well as appropriate eating facilities sufficient for the number of delegates and conference staff, a travel agency and a first aid center.

6. The Government shall bear the cost of all necessary utility services, incurred as a result of meeting including local telephone communications, of the secretariat of the meeting and its communications by telex, telefax, telephone or electronic mail with UNEP headquarters in Nairobi when such communications are authorized by or on behalf of the secretary of the meeting.

7. The Government shall bear the cost of transport and insurance charges, from the United Nations Environment Programme Headquarters in Nairobi to the site of the meeting and return, of UNEP equipment and supplies required for the adequate functioning of the meeting. 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 meeting.

8. The Government shall ensure that adequate accommodation in hotels or residences is available at reasonable commercial rates for persons participating in or attending the meeting.

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 shall provide transport between the local airport and the conference area and principal hotels for members of UNEP secretariat servicing the meeting upon their arrival and departure.

11. The Government shall ensure the availability of transport for all participants and those attending the meeting between the local airport, the principal hotels and the conference area.

12. In the event of the Executive Director, UNEP, attending the meeting the Government shall provide a car with driver for her official use. The Government shall also ensure the availability of other local transportation as required by the secretariat in connection with the meeting.

13. The Government shall furnish such police protection as may be required to ensure the effective functioning of the meeting in an atmosphere of security and tranquility free from interference of any kind.

14. The Government shall appoint a liaison officer who shall be responsible, in consultation with UNEP, for making and carrying out the administrative and personnel arrangements for the meeting.

15. The Government shall recruit and provide an adequate number of local support personnel necessary for the proper functioning of the meeting. The exact requirements in this respect are specified in Annex B hereto. UNEP will provide the staff specified in Annex C hereto.

#### *Financial arrangements*

16. The Government, in addition to the financial obligations provided for elsewhere in this Agreement and its attached annexes, shall, in accordance with General Assembly resolution 31/140, section I, paragraph 5, bear the actual ad-

ditional costs directly or indirectly involved in holding the meeting in Reykjavik, rather than at Geneva in which the nearest established headquarters of the United Nations is located. Such costs, which are provisionally estimated at approximately US\$ 110,249 shall include, but not be restricted to, the actual additional costs of travel and staff entitlements of the UNEP officials assigned to plan for, attend or service the meeting, as well as the costs of shipping any necessary equipment and supplies. Arrangements for the travel of UNEP officials required to plan for or service the meeting and for the shipment of any necessary equipment and supplies shall be made by the secretariat 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.

17. The Government shall, not later than 31 January 1994, deposit with UNEP the sum of US\$ 110,249 representing the estimated costs referred to the 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, indicating the purpose for which the deposit is made.

18. The deposit required by paragraph 17 above, shall be used only to pay the obligations of UNEP in respect of the meeting.

19. After the meeting and no later than 30 April 1996 UNEP shall 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 17 above. A final set of accounts certified by UNEP will be submitted no later than 31 December 1996 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 in 1996 by the United Nations Boards of Auditors, whose determination shall be accepted as final by both the Government of Iceland and UNEP.

20. The Government shall be responsible for dealing with any action, claims 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 meeting of personnel provided by the Government.

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

22. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 19 February 1946 to which Iceland

is apart shall be applicable to the meeting. The representatives of States referred to in paragraph 1(a) above, shall enjoy the privileges and immunities under article IV of the Convention. All other participants invited by UNEP shall be considered expert on mission for the United Nations and as such shall be granted the privileges and immunities under articles V and VII 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 United Nations specialized agencies participating in the meeting shall be accorded the privileges and immunities provided under articles VI and VII of the Convention on Privileges and Immunities of the Specialized Agencies.

23. Without prejudice to the preceding paragraphs, all persons performing functions in connection with the meeting, including all those invited to the meeting, shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the meeting.

24. The representatives of the United Nations specialized or related agencies 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. All persons referred to in paragraph 1 above shall have the right of entry into and exit from Iceland, and no impediment shall be imposed on their transit to and from the conference area. 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 meeting, provided the application for the visa is made at least three weeks before the opening of the meeting, if the application is made later, the visa shall be granted no later than three working days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the meeting are delivered at specified points 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 working days before the closing of the meeting.

26. 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 meeting, including the preparatory stage and the winding up.

27. The Government shall allow the temporary importation, tax-free and duty-free, of all equipment, including remote translation equipment, technical equipment accompanying representatives of information media, and shall waive import duties and taxes on supplies and equipment necessary for the meeting. It shall issue without delay any necessary import and export permits for this purpose.

28. 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 decisions 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.

29. I further propose that this letter and your affirmative answer will place on record the understanding between the Government of Iceland and the United Nations Environment Programme regarding the provision of host facilities by your Government for the meeting.

For the United Nations

Jan W. HUISMAN  
Assistant Executive  
Director UNEP

For the Government of Iceland

Magnús JÓHANNESSON  
Secretary-General

(b) Agreement between the United Nations (United Nations Environment Programme) and the Government of Indonesia regarding the second meeting of the Conference of the Parties to the Convention on Biological Diversity.<sup>30</sup> Signed at Geneva on 17 July 1995<sup>31</sup>

Pursuant to the kind acceptance by the Government of Indonesia of the invitation from the Conference of the Parties to the Convention on Biological Diversity in its first meeting, held in Nassau, Bahamas, in 1994, the second meeting of the Conference of the Parties to the Convention on Biological Diversity will take place in Jakarta, Indonesia.

#### *Article I*

##### PLACE AND VENUE

The second meeting of the Conference of the Parties will take place at the Jakarta Convention Center in Jakarta, Indonesia from 6 to 17 November 1995.

#### *Article II*

##### NATURE AND SCOPE OF THE MEETING

Article 23 of the Convention on Biological Diversity established the Conference of the Parties to keep under review the implementation of the Convention. The Conference of the Parties decided at its first meeting that its second meeting will consider among others items which have not been completed by its first meeting, and the implementation of the Medium-term programme of work of the Conference of the Parties. Subject to the final decision of the Bureau of the Conference of the Parties, the Ministerial Segment of the Meeting will be held from 15 to 17 November 1995. The opening ceremony of the Ministerial Segment will take place on 14 November 1995.

### *Article III*

#### PARTICIPANTS

1. In accordance with the relevant provisions of the Rules of Procedure for the Conference of the Parties, the Conference shall be open to participation by representatives or observers of:

- (a) Parties and observer States;
- (b) Organizations that have received standing invitations from the United Nations General Assembly to participate in the meeting in the capacity of observers;
- (c) Specialized and related agencies of the United Nations;
- (d) Other intergovernmental organizations;
- (e) Non-governmental organizations accredited to the Convention;
- (f) Officials of the United Nations Secretariat;
- (g) Other persons invited by the Secretariat to the Convention and the Executive Director of UNEP.

2. The public meeting of the conference shall be open to representatives of information media accredited by the United Nations Organization and the Secretariat to the Convention.

### *Article IV*

#### PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government of Indonesia shall provide the necessary premises including:

- (a) One main conference room, for the meeting of the plenary, with working tables, headphones for participants, microphones for simultaneous interpretation in the six United Nations official languages and booths for interpreters and interpretation equipment. The main conference room shall also have facilities for sound recording;
- (b) Five additional rooms for informal consultations and coordination among different regional groups;
- (c) An additional room for meetings of the non-governmental organizations;
- (d) An exhibition area;
- (e) Offices for the secretariat.

2. The equipment and supplies required for the conduct of the meeting, as listed in annex I, will be made available to the Secretariat, in principle from 4 to 18 November 1995.

3. The required premises shall be made available to the Secretariat, in principle from 4 to 18 November 1995.

4. The Government of Indonesia shall provide, if possible within the Conference area: Bank, post office, telephone and telecopy facilities for the use of the delegates on a commercial basis.

5. The Government of Indonesia shall bear the cost of all necessary utility services, including local telephone communications of the Secretariat and its international communications by telephone and telecopy when such communications are authorized by the Executive Secretary.

#### *Article V*

##### ACCOMMODATION

The Government shall ensure that adequate accommodation in hotels is available at reasonable commercial rates for persons participating in or attending the Conference.

#### *Article VI*

##### MEDICAL SERVICE

1. Medical facilities adequate for first aid in emergencies will be provided by the Government within the conference area.

2. For serious emergencies, the Government of Indonesia shall ensure immediate transportation and admission to hospital. The expenses incurred will not be the responsibility of the Government of Indonesia.

#### *Article VII*

##### TRANSPORTATION

1. The Government of Indonesia shall ensure the availability of transport for all participants and those attending the meeting between the airport, the principal hotels and the meeting area.

2. The Government of Indonesia shall provide three cars with drivers for official use by the Secretariat in connection with the meeting.

#### *Article VIII*

##### POLICE PROTECTION

The Government of Indonesia shall furnish such police protection as may be required to ensure the effective functioning of the meeting in an atmosphere of security and tranquility free from interference of any kind. While such police services shall be under direct supervision and control of a senior officer provided by the Government of Indonesia, this officer shall work in close cooperation with the designated senior official of the Secretariat.

### *Article IX*

#### LOCAL PERSONNEL

1. The Government of Indonesia shall appoint a liaison officer who shall be responsible, in consultation with the Secretariat, for making and carrying out the administrative and personnel arrangements for the meeting as required under this agreement.

2. The Government of Indonesia shall recruit and provide an adequate number of local support personnel necessary for the proper functioning of the meeting as reflected in annex I.

### *Article X*

#### FINANCIAL ARRANGEMENTS

1. The Government of Indonesia, in addition to the financial obligations provided for elsewhere in this Agreement, shall, in accordance with paragraph 17 of section A of General Assembly resolution 47/202 of 22 December 1992, bear the actual additional costs directly or indirectly involved in holding the meeting in Indonesia, rather than at Geneva. Such costs, which are provisionally estimated at approximately US\$ 440,317.00 shall include, but not be restricted to, the actual additional costs of travel and staff entitlements of the Secretariat officials assigned to plan for or attend the meeting, as well as the costs of shipping any necessary equipment and supplies shall be made by the Secretariat in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices regarding travel standard, baggage allowances, subsistence payment and terminal expenses.

2. The Government shall immediately deposit, as soon as possible but in any case, no later than sixty days prior to the commencement of the second meeting of the Conference, with the Trust Fund for the Convention on Biological Diversity established by the United Nations Environment Programme, the sum of US\$440,317.00 representing the total estimated costs referred to in paragraph 1.

3. The deposit required by paragraph 2 above, shall be used only to pay the obligations of the Secretariat in respect of the meeting.

4. No later than 30 days after the meeting, the Secretariat shall give the Government of Indonesia a preliminary detailed set of accounts showing the costs incurred for the convening and functioning of the meeting. The Secretariat will provide the final account as soon as possible and refund to the Government of Indonesia any funds unspent out of the deposit referred to in paragraph 2.

### *Article XI*

#### LIABILITY

1. The Government of Indonesia shall be responsible for dealing with any action, claims 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 IV 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 VII that are provided by or are under the control of the Government under article I;

(c) The employment for the meeting of personnel provided by the Government under article I.

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

3. The provisions stipulated in paragraph 1 and paragraph 2 of this article will not relieve any person from liability resulting from criminal, negligent, or fraudulent acts on the part of that person.

## *Article XII*

### PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946 to which Indonesia is a Party shall be applicable in respect of the Conference. In particular, the representatives of States and of the Intergovernmental organs referred to in article III, paragraph I, above who are not Indonesian nationals, shall enjoy the privileges and immunities under article IV of the Convention. The officials of the United Nations who are not Indonesian nationals performing functions in connection with the meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention.

2. The representatives of the specialized or related agencies referred to in article III, paragraph 1, above, who are not Indonesian nationals, shall enjoy the privileges and immunities provided under articles VI and VII of the Convention on Privileges and Immunities of the Specialized Agencies.

3. Without prejudice to the preceding paragraph of the present article, all persons performing functions in connection with the meeting who are not Indonesian nationals shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the meeting.

4. 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 meeting, including the preparatory stage and the winding up.

5. The Government of Indonesia 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 and equipment necessary for the meeting, provided that such articles are notified at least seven days before arrival and re-exported from Indonesia at the end of the meeting or within such period thereafter as may be agreed upon by the Government of Indonesia. It shall issue without delay any necessary import and export permits for this purpose.

6. The Government of Indonesia will facilitate the delivery of visas of entry to Indonesia to all the persons invited to attend the meeting.

*Article XIII*

SETTLEMENT OF DISPUTES

The Secretariat and the Government of Indonesia will spare no effort to settle amicably any dispute arising from the interpretation or application of this agreement through negotiation. Any outstanding dispute will be settle, in consultation with the Government of Indonesia, in accordance with the established United Nations practices.

*Article XIV*

FINAL PROVISIONS

1. This Agreement may be modified by written agreement between the Secretariat and the Government of Indonesia.

2. This agreement shall enter into force upon signature by the parties and shall remain in force for the duration of the meeting and for such period thereafter as is necessary for all matters relating to any of its provisions to be settled.

3. The annex forms an integral part of this Agreement.

6. AGREEMENT RELATING TO THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

Agreement between the United Nations (United Nations High Commissioner for Refugees) and the Government of China on the upgrading of the UNHCR mission in China to a UNHCR branch office in China. Signed at Geneva on 1 December 1995<sup>32</sup>

*Article I*

DEFINITIONS

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

1. "Host country" or "country" means the People's Republic of China;
2. "Government" means the Government of the People's Republic of China;
3. "UNHCR" means the Office of the United Nations High Commissioner of Refugees;
4. "High Commissioner" means the United Nations High Commissioner for Refugees or the Acting High Commissioner;
5. "Parties" means the Government and UNHCR;

6. "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;

7. "UNHCR office" means all the offices and premises, installations and facilities occupied or maintained by the UNHCR branch office in the country;

8. "UNHCR representative" means the chief UNHCR official of the UNHCR office in the country;

9. "UNHCR officials" means all the staff members of UNHCR employed under the Staff Regulations and Rules of the United Nations, except those who are recruited locally and paid by the hour as provided for in General Assembly resolution of 7 December 1946.

10. "Experts on mission" means individuals undertaking missions for UNHCR other than UNHCR officials;

11. "UNHCR personnel" means UNHCR officials and experts on mission.

## *Article II*

### PURPOSE OF THIS AGREEMENT

This Agreement provides for the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government, upgrade its mission in the country to a branch office and perform the function of international protection and humanitarian assistance in the interest of refugees 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 shall be carried out on the basis of the statute of UNHCR, other relevant decisions and resolutions adopted by United Nations, 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. Full respect for the state sovereignty of the People's Republic of China is the essential basic principle of all stipulations in this Agreement.

3. UNHCR office shall maintain consultations and cooperation with the Government with respect to the preparation and review of projects for refugees.

4. For any UNHCR-funded projects to be implemented by the Government, the terms and conditions including the commitments made by the Government and the High Commissioner to the furnishing of funds, daily necessities, equipment and services or other assistance to refugees, shall be set forth in project agreement to be signed by the Government and UNHCR.

5. In consultation and cooperation with the Government, UNHCR personnel may at times have unimpeded access to refugees 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 fact that UNHCR upgrades its mission in Beijing, capital of the country, to a branch office, for the purpose of providing international protection and humanitarian assistance to refugees in the host country.

2. The UNHCR Branch office shall fulfil its functions in accordance with UNHCR's mandate, and besides, it will continue to carry out the mandate of the former UNHCR mission, namely, to assist the Government in the settlement of the Indo-Chinese refugees in the country, and where possible, assist and promote their voluntary repatriation.

3. UNHCR may designate, with the consent of the Government, the UNHCR office in the country to serve as a regional office and the Government shall be notified in writing of the number and level of the officials assigned to it.

4. The UNHCR office will exercise functions as assigned by the High Commissioner, in relation to her mandate for refugees, including the establishment of relations between UNHCR and non-governmental organizations legally registered in the country relevant to its work with the permission of the Government.

5. The UNHCR office shall establish contacts with the relevant departments of the Government, and notify the latter of relevant UNHCR policies, guidelines and procedures as well as other United Nations humanitarian actions and programmes.

#### *Article V*

##### UNHCR PERSONNEL

1. UNHCR may, with the consent of the Government, increase UNHCR officials or experts on mission assigned to the UNHCR office in the country as UNHCR deems it necessary for carrying out its functions of international protection and humanitarian assistance more effectively.

2. UNHCR may dispatch officials to visit the country for the purpose of consulting and cooperating with the corresponding officials of the Government or other parties involved in the 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 daily necessities, equipment, and other materials supplied by UNHCR; (c) seeking permanent solutions to 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 grant UNHCR officials and experts on mission facilities necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees in the country.



2. The Government, in agreement with UNHCR, shall assist the UNHCR officials in finding appropriate office premises.

3. The Government shall ensure that the UNHCR office is at all times supplied with the necessary utilities services, and that such services are supplied on equitable terms.

4. The Government shall take the necessary measures to ensure the security and protection of the premises of the UNHCR office and its personnel.

5. The Government shall provide facilities to UNHCR personnel recruited internationally in their efforts to find suitable housing accommodation.

### *Article VII*

#### PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNHCR, its property, funds and assets, and to its officials the relevant provisions of the Convention on the Privileges and Immunities of the United Nations to which the Government became party on 11 September 1979.

2. Without prejudice to paragraph 1 of this article and without contravening the law and regulations of the host country, the Government shall in particular extend to UNHCR the privileges, immunities, rights and facilities provided for in Articles VII to XIV of this Agreement.

### *Article VIII*

#### PROPERTIES AND FUNDS OF UNHCR OFFICE

1. UNHCR, its properties and fund, wherever they are located and whoever holds them, shall be immune from legal process of whatever form, except in special cases for which it has expressly waived its immunity.

2. The premises of UNHCR office shall be inviolable. Its properties and funds, wherever they are located and whoever keeps them, shall be immune from search, requisition, confiscation, and any other form of interference, whether by executive, judicial or legislative action.

3. The archives of UNHCR, and the documents belonging to or held by it, shall be inviolable.

4. For the funds, assets, income and other properties of UNHCR:

(a) The articles imported by UNHCR for its direct official use shall be exempt from customs duties and other taxation in accordance with the relevant regulations of the Government;

(b) The import and export of formal UNHCR publications shall be exempt from customs duties and other related import taxation, and shall not be prohibited or restricted.

5. Any materials imported or exported by UNHCR, by national or international bodies duly entrusted by UNHCR to act on its behalf in connection with humanitarian assistance for refugees, shall not be prohibited or restricted and shall be exempt from all customs duties and other related import taxation.

6. UNHCR shall enjoy the most favourable legal rate of exchange.

## *Article IX*

### COMMUNICATION FACILITIES

1. UNHCR shall enjoy, in respect of its official communications, the same favorable treatment as that has been accorded by the Government to other intergovernmental and international organizations.

2. The Government shall ensure the inviolability of the official communications and correspondence of UNHCR and shall not apply any censorship to its communications and correspondence.

3. UNHCR shall have the right to use codes and to dispatch and receive correspondence 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 communications 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. All UNHCR Professionals above the grade P2 who are not citizens of the country shall enjoy, while in the country, 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 official;

(c) Immunity from military service any other obligations;

(d) Exemption from taxation in respect of the salaries and all other remunerations paid to them by UNHCR;

(e) Processing issuance, free of charge, of visas to or from the country, and of licences or work permits, if required, and free movement to or within the cities and regions of the country open to foreigners, to the extent necessary for the carrying out of UNHCR international protection and humanitarian assistance programmes;

(f) Freedom to hold or keep within the country, foreign exchange, foreign currency accounts and movable property and the right upon termination of employment with UNHCR to take out the host country their lawful possessions with good reasons;

(g) The same protection and repatriation facilities with respect to themselves, their spouses and their minor children in time of international crises as are accorded to diplomatic envoys;

(h) The right to import duty-free articles and household necessities for their personal use within the quantity of direct needs, including motor vehicles in keeping with the relevant regulations of the country.

2. UNHCR administrative and technical staff members shall enjoy the privileges and immunities provided for in the above-mentioned X. 1.(h), when importing household necessities, including motor vehicles in keeping with relevant regulations of the host country within six months of their arrival.

## *Article XI*

### EXPERTS ON MISSION

Experts above the grade of P2, who are not citizens of the country, performing mission 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.

1. Immunity from personal arrest or detention;
2. Immunity from legal process of words spoken or written and acts done by them in the course of performance of their mission;
3. The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
4. The same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

## *Article XII*

### NOTIFICATION

1. UNHCR shall notify the Government in advance or in time, of the names and positions of members of the UNHCR office in the host country and their dependents, of the names and positions of the experts on mission, and of changes in, i.e. the status of, such individuals.
2. The Government shall provide a special identity card to UNHCR officials and experts on mission and their dependents to certify their status pursuant to this Agreement.

## *Article XIII*

### WAIVER OF IMMUNITY

Privileges and immunities are granted to UNHCR personnel in the interests of the UNHCR and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations may waive the immunity of any of UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and its waiver would not prejudice the interests of UNHCR.

## *Article XIV*

### ABUSE OF PRIVILEGES AND IMMUNITIES

UNHCR shall take measures to ensure that the privileges and immunities provided for in this Agreement not to be abused, and shall conduct immediate consultations with the Government in case of abuse.

### *Article XV*

#### OBSERVANCE OF LAWS OF THE HOST COUNTRY

UNHCR personnel enjoying privileges and immunities shall have the duty to observe the laws and regulations of the host country, and the duty not to interfere in the internal affairs of the host country. The premises, funds, properties, etc. of the UNHCR office shall not be used for purposes other than those provided by UNHCR mandate.

### *Article XVI*

#### 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. If this fails, such a dispute shall be submitted to arbitration at the request of either Party. In that case, 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 neither Party has appointed an arbitrator or if within fifteen days of 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 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 to be effective until the date of termination under paragraph 4 of this Article.

2. Any other matters not covered by 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.

3. Consultation with a view to amending this Agreement may be held at the request of the Government or UNHCR. Amendments shall be made in the form of a written agreement by the two Parties.

4. 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.

Similar agreements were concluded with Togo on 26 October 1995, with Sierra Leone on 19 January 1995 and with Slovenia on 4 October 1995.

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

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES,<sup>33</sup> APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947

In 1995, no State acceded to the Convention.

There are 102 States parties to the Convention.<sup>34</sup>

2. INTERNATIONAL LABOUR ORGANIZATION

- (a) Agreement between the Government of the Republic of South Africa and the International Labour Organization concerning the status of Organization, its officials and its area office in South Africa. Signed at Geneva on 5 June 1995.

...

*Article 3*

1. The Government shall assist ILO, to the extent possible, in obtaining appropriate office space. In considering any offer that the Government may make to it in this respect, ILO shall, without prejudice to its independence and tripartite character, give due consideration to the Government's plans that all United Nations programmes and agencies should be accommodated in the same premises.

2. At the request of ILO, the Government shall use its good offices with a view to removing any impediment that may have arisen with respect to the supply to the Area Office, on terms that are available to other public entities in South Africa, of the necessary public utilities and services, such as fire protection, electricity, water, sewerage and communications facilities.

3. The appropriate authorities shall exercise due diligence to ensure that the tranquility of the Area Office is not disturbed by any person or persons attempting unauthorized entry or creating disturbances in the immediate vicinity of the office. If so requested by an authorized official of ILO, they shall assist in the preservation of law and order in the Area office.

*Article 4*

1. The Government undertakes to apply the provisions of the Convention<sup>35</sup> in respect of ILO except in so far as may otherwise be indicated in this Agreement.

2. Accordingly, the premises, property and official documents and correspondence of ILO shall be inviolable, and ILO and its property, funds and assets, wherever located and by whomsoever held, shall be immune from every form of legal process or any other form of interference by any authority, except

in so far as in any particular case it has expressly waived its immunity. It is however, understood that no waiver of immunity shall extend to any measure of execution. ILO shall make provisions for appropriate modes of settlement of disputes arising out of contracts or other disputes of a private character to which it is a party.

3. For the purposes of article VI, section 18 of the Convention, the term “official” shall mean an official as defined in article 1.

#### *Article 5*

It is agreed that the articles that are exempt from customs duties and prohibitions and restrictions on imports and exports, in accordance with article III, section 9 of the Convention, shall include telecommunication equipment imported for the official use of ILO, provided that such equipment conforms to technical specifications that are acceptable to the Government.

#### *Article 6*

1. The Director and Deputy Director of the Area Office, and any other ILO official of the same rank who may subsequently be assigned to South Africa to perform functions at the request of or in agreement with the Government, and who are not South African nationals or permanently resident in South Africa, shall together with their dependants enjoy the same privileges, immunities and exemptions as those that are accorded by the Government to diplomatic envoys of comparable rank.

2. All ILO officials shall, irrespective of their nationality or place of permanent residence, enjoy in the territory of the Republic of South Africa:

(a) Immunity from legal process in respect of words spoken or written and acts performed by them in their official capacity, such immunity to continue even after termination of their appointments with ILO, as well as immunity of seizure of their official baggage;

(b) Exemption from any form of taxation on their salaries and other remuneration paid to them by ILO, and from any form of personal tax, except to the extent that such tax represents payment for services rendered.

3. In addition, all officials referred to in paragraph 2, excluding those who are South African nationals or permanent residents in South Africa, shall enjoy the following immunities, exemptions and privileges:

(a) Immunity from personal arrest or detention;

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

(c) Exemption, together with their dependants, from all immigration restrictions and alien registration;

(d) The same privileges in respect of exchange facilities as are accorded by the Government to members of diplomatic missions of comparable rank;

(e) Exemption from any form of direct taxation on income derived from sources other than ILO, outside South Africa; the freedom to maintain within South Africa foreign currency accounts; such freedom to own in South Africa foreign securities and other property as is accorded to officials of diplomatic missions of comparable rank; and the right to transfer out of South Africa, with-

out any restriction or limitation, such funds in foreign currency or securities or other property as was lawfully brought into or acquired in South Africa.

(f) The same right to import, free of duty, their furniture and effects, including vehicles and spare parts thereof, on first taking up their posts in the Area Office and thereafter the same privileges and immunities as regards goods, including motor fuel, purchased in South Africa as are accorded in South Africa to other resident members of diplomatic missions of comparable rank: provided, however, that articles imported under this exemption may not be sold in South Africa except under conditions agreed to by the Government;

(g) The same repatriation facilities for themselves and their dependents, and the same right to protection by the Government authorities in times of international crisis or national emergency, as for members of diplomatic missions; and

(h) Such other privileges, immunities and exemptions which may in future be accorded by the Government to officials of comparable rank of other intergovernmental organizations in South Africa.

4. ILO officials in the Professional and higher categories shall, irrespective of their nationality, be exempt from national service obligations: provided, however, that in the case of nationals or persons permanently resident in South Africa, such exemption shall be confined to those officials whose names have been placed upon a list compiled by the Director of the ILO Area Office and approved by the Government.

5. To the extent compatible with municipal law and national policy, spouses of ILO officials who are residing with them shall be allowed to obtain work permits.

#### *Article 7*

Officials of ILO who will serve at the Area Office continuously for at least six months shall be provided by the Department of Foreign Affairs of South Africa with an identity card certifying that they are officials of ILO and that they are entitled to the immunities, exemptions and privileges provided for in this Agreement.

#### *Article 8*

The Director-General of the International Labour Office shall waive the immunity of officials and their dependents in any case where, in his or her opinion, such immunity would impede the course of justice and can be waived without prejudice to the overriding interests of ILO.

#### *Article 9*

1. Without prejudice to the provisions of this Agreement, it is the duty of ILO officials operating in South Africa in accordance with this Agreement, to respect the laws and regulations in South Africa.

2. The Director and other officials referred to in article 6 above shall cooperate at all times with the Government to facilitate the proper administration of justice, secure the observance of police regulations and prevent the oc-

currence of any abuse in connection with the immunities, exemptions and privileges accorded in this Agreement. Should the Government consider that an abuse has occurred, the Director shall with the consent of the Director-General of the International Labour Office consult with the appropriate South African authorities without delay.

#### *Article 10*

1. No impediment shall be placed on the free movement of ILO officials within or to or from South Africa in the performance of their functions. The Government shall also facilitate the entry into, and stay in, South Africa of persons invited to the Area Office for official purposes, and their departure from the country.

2. Any necessary visas shall be granted promptly and without any charge to the officials, and their dependants, and to the other persons referred to in sub-article 1 above.

(b) Agreement between the Government of the Arab Republic of Egypt and the International Labour Organization to facilitate the expansion of the ILO office in Cairo so as to include a multidisciplinary team in pursuance of ILO's active partnership policy. Signed at Geneva on 25 July 1995 by the Director-General of the ILO and the Permanent Representative of the Arab Republic of Egypt in Geneva.

...

#### *Article 2*

The Government shall take all measure within its power to facilitate the expansion of the office so as to include a multidisciplinary team in pursuance of ILO's active partnership policy.

#### *Article 3*

The Government recognizes the right of ILO to convene meetings at the seat of the office.

#### *Article 4*

The appropriate Egyptian authorities shall exercise due diligence to ensure that the tranquility of the Office is not disturbed by any person or persons attempting unauthorized entry or creating disturbances in the immediate vicinity; if so requested by an authorized official of ILO, they shall assist in the preservation of law and order in the Office.



#### *Article 5*

To the extent requested by an authorized official of ILO, the appropriate Egyptian authorities shall take all measures within their powers to ensure that the office is supplied with the necessary public services, such as fire protection, electricity, water, sewerage, and communication facilities, on terms no less favourable than those that are or may be granted to any similar organization in the Arab Republic of Egypt.

#### *Article 6*

No impediment shall be imposed to transit to or from the Office, or to sojourn in Egypt, of persons working in or visiting the Office on the official business of ILO.

#### *Article 7*

In addition to the privileges and immunities conferred by the above-mentioned Convention of 1947,<sup>36</sup> the Office and its staff shall enjoy treatment not less favourable than that accorded to intergovernmental organizations having an office in the Arab Republic of Egypt and to their staff.

#### *Article 8*

1. Professional officials of the office who are not of Egyptian nationality and have been designated by ILO, including the Director and Deputy Director of the Office and the professional members of the multidisciplinary team, as well as their spouses and minor children, shall be given the privileges and immunities enjoy by corresponding categories of officials in United Nations bodies, other specialized agencies or other intergovernmental organizations in the Arab Republic of Egypt.

2. The Director-General shall communicate to the Government sufficiently in advance the names and functions of the professional officials referred to in paragraph 1.

3. Such officials and their families shall be provided with a special identity card certifying the fact that they are officials of ILO covered by this Agreement.

4. Professional ILO officials of Egyptian nationality shall enjoy:

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

(b) Exemption from taxation in respect of the salaries, emoluments, indemnities and pensions paid to them by ILO or by the United Nations Pension Fund.

5. The present article is without prejudice to the provisions of the above mentioned Convention of 1947.

- (c) Exchange of letters between the Minister for Foreign Affairs of the Russian Federation and the Director-General of the International Labour Office concerning the new status of the ILO office in Moscow. Concluded on 13 December 1995.

I

LETTER FROM THE DIRECTOR-GENERAL OF ILO

Geneva, 14 September 1995

Dear Sir,

With a view to bringing ILO closer to its constituents and making available to them strengthened technical advisory services,

I have decided, subject to the Russian Federation's agreement, to transform the Moscow branch office to cover not only the Russian Federation, but also Armenia, Belarus, Georgia and any other country which I, as Director-General, may designate, and to extend the responsibilities attached to this office. The importance of this enlarged office in Moscow as regards ILO activities in the region would, of course, be considerably increased by this measure.

Since the Russian Federation is already a party to the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947 and its annex of 10 July 1948 relating to the International Labour Organization, I understand that the provisions of that Convention will apply to the enlarged office and to staff assigned to it, including experts and consultants appointed by me. I would, in addition, appreciate confirmation that the competent authorities of the Russian Federation will exercise due diligence to ensure that the tranquility of the Moscow office is not disturbed by any person or group of persons attempting unauthorized entry or creating disturbances in the immediate vicinity of the office.

I would be grateful to know whether the above proposals are acceptable to your Government.

An Official translation of the present letter into Russian is attached hereto.

Yours faithfully,

*(Signed)* Michel HANSENNE

II

LETTER FROM THE MINISTER FOR FOREIGN AFFAIRS OF  
THE RUSSIAN FEDERATION

Moscow, 10 October 1995

Dear Sir,

I acknowledge with thanks receipt of your letter dated 14 September concerning the transformation of the Moscow branch office into an enlarged office with extended responsibilities to cover not only the Russian Federation, but also Belarus, Georgia, Armenia and any other country which, as Director-General, you may designate.

The Russian Federation welcomes the increased presence and responsibilities of ILO in the region with a view to supporting national efforts to promote social and economic development, and to create an effective system of social partnership, and agrees to proposed transformation of the Moscow Office.

The Russian Federation will accord to the enlarged office in Moscow and to staff assigned to it, including experts and consultants appointed by you, the privileges and immunities provide for by the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947 as well as its annex of 10 July 1948 relating to the International Labour Organization. In addition, the competent authorities of the Russian Federation will exercise due diligence to ensure that the tranquility of the Moscow Office is not disturbed by any person or group of persons attempting unauthorized entry or creating disturbances in the immediate vicinity of the office.

However, locally recruited staff of the Moscow office who are paid by the hour shall only enjoy, under the above-mentioned Convention, immunity 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 to them after termination of their employment with the International Labour Organization.

Yours faithfully,

(Signed) A. KOZYREV

### III

#### LETTER FROM THE DIRECTOR-GENERAL OF ILO

By a letter dated 13 December 1995, the Director-General of the International Labour Office informed the Minister for Foreign Affairs of the Russian Federation that the terms of his letter of 10 October 1995 were acceptable to the International Labour Organization.

#### 3. FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

- (a) Agreement between the Food and Agriculture Organization of the United Nations and the Government of the Republic of Zimbabwe, regarding the establishment of the FAO Sub-Regional Office for Southern and Eastern Africa. Signed on 17 August 1995.

#### THE GOVERNMENT OF THE REPUBLIC OF ZIMBABWE AND THE FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

Desiring to conclude an agreement pursuant to the recommendations made by the Council of the Food and Agriculture Organization of the United Nations at its 106<sup>th</sup> (One Hundred and Sixth) Session regarding the establishment of Sub-regional Office of the Organization, have agreed as follows:

#### *Article I*

#### DEFINITIONS

#### *Section 1*

#### IN THIS AGREEMENT:

- (a) the expression "FAO" means the Food and Agriculture Organization of the United Nations;
- (b) The expression "Sub-regional Office" means the FAO Sub-regional Office for Southern and Eastern Africa established in Zimbabwe.
- (c) The expression "The Government" means the Government of the Republic of Zimbabwe;
- (d) The expression "Director-General" means the Director-General of FAO, and during his absence from duty the Deputy Director-General, or any other officer designated by him to act on his behalf;
- (e) The expression "Sub-regional Representative" means the Sub-regional Representative for the Office of the Director-General of FAO, and in his absence, his duly authorized Deputy;

(f) The expression “appropriate Zimbabwean Authorities” means such national or other authorities in the Republic of Zimbabwe as may be appropriate in the context and in accordance with the laws and customs applicable in Zimbabwe.

(g) The expression “laws of Zimbabwe” includes legislative acts, regulations or orders issued by or under authority of the Government or appropriate Zimbabwean authorities”;

(h) The expression “Member” means a Member of FAO;

(i) The expression “Representatives of Members” includes all representatives, alternates, advisers and technical experts and secretaries of delegations;

(j) The expression “meetings convened by FAO” means meetings of the Conference of FAO, the Council of FAO, any international conference or other gathering convened by FAO, and any commission, committee or subsidiary body of any of these bodies;

(k) The expression “Sub-regional Office Seat” means the premises occupied by the Sub-regional Office;

(l) The expression “archives of FAO” includes records and correspondence, documents, manuscripts, still and moving pictures and films, sound recordings belonging to or held by FAO;

(m) The expression “Officers of FAO” means all members of the Staff of FAO appointed by the Director-General or on his behalf, other than manual workers locally recruited on an hourly basis;

(n) The expression “property” as used in Article VIII, means all property, including funds, income and other assets, belonging to FAO or held or administered by FAO in furtherance of its constitutional functions.

## *Article II*

### JURIDICAL PERSONALITY AND FREEDOM OF ASSEMBLY

#### *Section 2*

The government recognizes the juridical personality of FAO and its capacity:

- (a) to contract;
- (b) to acquire and dispose of movable and immovable property;
- (c) to institute legal proceedings.

#### *Section 3*

The Government recognizes the right of FAO to convene meetings within the Sub-regional Office Seat, or with the concurrence of the appropriate Zimbabwean authorities elsewhere in the Republic of Zimbabwe. At Meetings convened by FAO, the Government shall take all proper steps to ensure that no impediment is placed in the way of full freedom of discussion and decision.

*Article III*

THE SUB-REGIONAL OFFICE SEAT

*Section 4*

The Government shall grant free of charge to FAO and FAO shall accept, as from the date of entry into force and during the life of this Agreement, the use and occupancy of premises and the use of installations and office furniture suitable for the operation of the Sub-regional Office, as indicated in Annexes I and II to this Agreement.

*Section 5*

The Government shall provide, free of charges, all repairs, whether major or minor, and internal services required to maintain the Sub-regional Office, such services to include, among others, cleaning, protection, messenger services, of a quality not inferior to those provided for comparable offices of the Government.

*Article IV*

INVIOABILITY OF THE SUB-REGIONAL OFFICE SEAT

*Section 6*

(a) The Government recognizes the inviolability of the Sub-regional Office Seat which shall be under the control and authority of FAO, as provided in this Agreement.

(b) No officer or official of the Government, whether administrative, judicial, military or police or other person exercising any public authority within Zimbabwe, shall enter the Sub-regional Office Seat to perform any official duties therein except with the consent of and under conditions agreed to by the Director-General or the Sub-regional Representative.

(c) Without prejudice to the provisions of Article X, FAO shall prevent the Sub-regional Office Seat from being used as a refuge by persons who are avoiding arrest under any law of Zimbabwe, or who are required by the Government for extradition to another country or who are endeavoring to avoid service of legal process or judicial proceedings.

*Article V*

PROTECTION OF THE SUB-REGIONAL OFFICE SEAT

*Section 7*

(a) The appropriate Zimbabwe authorities shall exercise due diligence to ensure that the security and tranquility of the Sub-regional Office Seat is not disturbed by any person or group of persons attempting unauthorized entry or creating disturbances in the immediate vicinity of the Sub-regional Office Seat.

(b) If so requested by the Sub-regional Representative, the appropriate Zimbabwean authorities shall provide a sufficient number of police for the removal therefrom of offenders.

#### *Article VI*

#### PUBLIC SERVICES

##### *Section 8*

(a) The appropriate Zimbabwean authorities shall exercise, to the extent requested by the Director-General or the Sub-regional Representative, their respective powers to ensure that the Sub-regional Office seat shall be supplied with the necessary public services, including, without limitation by reason of this enumeration, fire protection, electricity, water, sewerage, collecting refuse, gas, post, telephone, telex and telegraph, and that such public services shall be supplied on terms not less favourable than those supplied to Zimbabwe governmental administrations. In case of any interruption or threatened interruption of any such services, the appropriate Zimbabwean authorities shall consider the needs of FAO as being of equal importance with those of essential agencies of the Government and shall take steps accordingly to ensure that the work of FAO is not prejudice.

(b) Where gas, electricity or water are supplied by appropriate Zimbabwean authorities or bodies under their control, FAO shall be supplied at special tariffs which shall not exceed the lowest rates accorded to Zimbabwe governmental administrations.

#### *Article VII*

#### COMMUNICATIONS

##### *Section 9*

FAO shall enjoy for its official communications treatment not less favourable than that accorded by the Government to any organization or government, including the diplomatic mission of any such other government, in the matter of priorities and rates on mails, cables, telegrams, telex, radiograms, telephotos, telephone and other communications; and press rates for information to press and radio.

##### *Section 10*

FAO shall be entitled, for its official purposes to use the transport facilities of the Government under the same condition as those granted to resident diplomatic missions.

##### *Section 11*

(a) No censorship shall be applied to the official correspondence or other communications of FAO and to all correspondence or other communications directed to FAO or to any officer of FAO. Such immunity shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, videos and films and sound recordings.

(b) FAO shall have the right to use codes and to dispatch and receive correspondence and other official communications by courier or in sealed bags, with the same privileges and immunities extended in respect of diplomatic couriers and bags.

(c) Nothing in this section shall be construed to preclude the adoption of appropriate security precautions to be determined by supplementary agreement between FAO and the Government.

### *Article VIII*

#### PROPERTY OF FAO AND TAXATION

##### *Section 12*

FAO, its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case the Director-General shall have expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

##### *Section 13*

The property and assets of FAO, 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.

##### *Section 14*

The archives of FAO, and in general all documents belonging to FAO or held by it, shall be inviolable wherever located.

##### *Section 15*

FAO and its assets, income and other property shall be exempt:

(a) from any form of direct taxation. FAO, however, will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) From customs duties and from prohibitions and restrictions on imports and exports in respect of articles imported or exported by FAO for its official use, on the understanding that articles imported under such exemption, if necessary would be sold within the country.

(c) From customs duties and prohibitions and restriction in respect of the import and export of its publications, still moving pictures, videos and films and such recordings.

##### *Section 16*

(a) FAO shall be exempt from levies and duties on operations and transactions, and from excise duties, sales, luxury and value added taxes and all other taxes when it is making important purchases for official use by FAO of



property on which such duties or taxes are normally chargeable. For the purposes of this Agreement, important purchases shall be interpreted as the purchase of goods or the provision of services of a value exceeding US\$ 500.

(b) The Government shall grant allotments of gasoline or other required fuels and lubricating oils for vehicles required for the official use of FAO in quantities and at rates prevailing for diplomatic missions in Zimbabwe.

#### *Article IX*

##### *Section 17*

(a) Without being subject to any financial controls, regulations or moratoria of any kind, FAO:

- (i) may hold funds, gold or currency of any kind and operation foreign currency accounts in any currency;
- (ii) shall be free to transfer its funds, securities, gold or currency from a foreign country to Zimbabwe and vice versa and also within Zimbabwe and to convert any currency held by it into any other currency.

(b) FAO shall, in exercising its rights under this section, pay due regard to any representation made by the Government insofar as effect can be given to such representations without detriment to the interest of FAO.

(c) The Government shall assist FAO in obtaining the most favourable conditions as regards exchange rates.

#### *Article X*

##### TRANSIT AND SOJOURN

##### *Section 18*

(a) The appropriate Zimbabwean authorities shall take all necessary measures to facilitate the entry into, sojourn in and departure from Zimbabwe of the persons listed below, irrespective of their nationalities, when on official FAO business, shall impose no impediment to their transit to or from the Sub-regional Office Seat, shall afford them every necessary protection:

- (i) the Independent Chairman of the Council of FAO, representative of FAO Members, the United Nations, or any Specialization Agency of the United Nations, and their spouses;
- (ii) officers of FAO and their families;
- (iii) Officers of the Sub-regional Office, their families and other members of their households;
- (iv) persons other than officers of FAO, performing missions for FAO, and their spouses;
- (v) other persons invited to the Sub-regional Office Seat on official business.

The Director-General or the Sub-regional Representative shall communicate the names of such persons to the Government within a reasonable time.

(b) This section shall not apply to general interruptions in transportation, which shall be dealt with as provided in Section 8(a) and shall not impair the effectiveness of generally applicable laws as to the operation of means of transportation.

(c) Visas which may be required for persons referred to in this section shall be granted without charge and as promptly as possible.

(d) No activity performed by any such persons in his official capacity as described in sub-section (a) shall constitute a reason for preventing his entry into Zimbabwe or for requiring him to leave Zimbabwe.

(e) No persons referred to in sub-section (a) above shall be required to leave Zimbabwe except in the case of an abuse of the right to sojourn arising out of activities unconnected with his official functions as recognized by the Sub-regional Representative and in accordance with the following conditions:

- (i) no proceeding shall be instituted under such laws to require any such person to leave Zimbabwe except with the prior approval of the Minister of Foreign Affairs of Zimbabwe;
- (ii) in the case of the representative of a Member, such approval shall be given only after consultation with the authorities of the appropriate Member;
- (iii) in the case of any other person mentioned in sub-section (a), such approval shall be given only after consultation with the Sub-regional Representative or the Director-General, the Secretary-General of the United Nations or the principal executive officer of the appropriate Specialized Agency, as the case may be;
- (iv) a representative of the Member concerned, the Sub-regional Representative or the Director-General, the Secretary-General of the United Nations, or the principal executive officer of the appropriate Specialized Agency, as the case may be, shall have the right to appear and be heard in any such proceedings on behalf of the person against whom they shall have been instituted;
- (v) persons who are entitled to diplomatic privileges and immunities shall not be required to leave Zimbabwe otherwise than in accordance with the customary procedure applicable to diplomatic envoys accredited to Zimbabwe.

(f) This section shall not prevent the requirement of reasonable evidence to establish that persons claiming the rights granted by this section come within the classes described in subsection (a), or the reasonable application of quarantine and health regulations.

*Article XI*

INDEPENDENT CHAIRMAN OF THE COUNCIL AND  
REPRESENTATIVES AT MEETINGS

*Section 19*

The Independent Chairman of the Council of FAO, representatives of Members representatives or observers of Nations, and representatives of the United Nations and its Specialized Agencies at meetings convened by FAO shall be entitled, in the territory of Zimbabwe while exercising their functions and during their journeys to and from the Sub-regional Office Seat and other places of meetings, to the same privileges and immunities as provided for under Article V (Sections 13 to 17 inclusive) of the Convention on the Privileges and Immunities of the Specialized Agencies, and in paragraph 1 of Annex 2 to that Convention.

*Article XII*

OFFICERS OF FAO  
MEMBERS OF FAO MISSIONS

PERSONS INVITED TO THE SUB-REGIONAL OFFICE SEAT  
ON OFFICIAL BUSINESS

*Section 20*

Officers of FAO shall enjoy within and with respect to Zimbabwe the following privileges and immunities:

- (a) immunity from personal arrest or detention;
- (b) immunity from the inspection and immunity from seizure of their official baggage and immunity from seizure of their personal baggage;
- (c) for the Sub-regional Representative and senior officers of the Sub-regional Office, immunity from inspection of their personal baggage;
- (d) immunity from legal process of any kind with respect to words spoken and all acts performed by them in their official capacity, such immunity to continue notwithstanding the fact that the persons concerned might have ceased to be officers of FAO;
- (e) exemption from any form of direct taxation on salaries and emoluments paid to them by FAO;
- (f) exemption for officers of other than Zimbabwean citizenship from any form of direct taxation on income derived from sources outside Zimbabwe;

(g) exemption, with respect to themselves, their spouses and relatives dependent on them, from immigration restrictions and alien registration;

(h) exemption from national service obligations for officers of FAO provided that, with respect to nationals of the host country, such exemption shall be confined to officials whose names have, by reasons of their duties, been placed on a list compiled by the Sub-regional Representatives and approved by the Government; provided further that officials, other than those listed, who are nationals of Zimbabwe, are called up for national service, the Government shall, upon request of the Sub-regional Representative, grant such temporary deferments in the call-up of such officials as may be necessary to avoid interruption of essential work;

(i) for officers who are not Zimbabwe citizens, freedom to maintain within Zimbabwe or elsewhere foreign securities and other movable and immovable property; whilst employed by the FAO and at the time of termination of such employment, the right to take out of Zimbabwe funds in foreign currencies without any restrictions or limitation provided that the said officers can show good cause for their lawful possession of such funds. In particular, they shall have the right to take out of Zimbabwe their funds in the same currencies and up to the same amounts as they brought into Zimbabwe through the authorized channels;

(j) The same protection and repatriation facilities with respect to themselves, their families and other members of their households as are accorded to diplomatic envoys in time of crisis;

(k) The right to import, free of duty and other levies, prohibitions and restrictions on import, their furniture and effects within six months after first taking up their posts in Zimbabwe, or in the case of officers, who have not completed their probationary periods, within six months after confirmation of their employment with FAO; the same regulations shall apply in the case of importation, transfer and replacement of automobiles as are in force for resident members of diplomatic missions of comparable rank.

#### *Section 21*

The names of the officers of FAO shall be communicated to the appropriate Zimbabwean authorities from time to time.

#### *Section 22*

(a) The Government shall accord to the Sub-regional Representative and Senior Officers of the Sub-regional Office designated by the Director-General, diplomatic privileges and immunities. The Sub-regional Representative and his Deputy during his absence from duty, will have the status of Head of Diplomatic Mission.

(b) For this purpose, the Sub-regional Representative and senior officers of the Sub-regional Office shall be incorporated by the Ministry of Foreign Affairs, in consultation with the Director-General, into the appropriate diplomatic categories and shall enjoy the customs exemptions granted to such diplomatic categories in the Republic of Zimbabwe.

(c) All officers of FAO shall be provided with a special identity card certifying the fact that they are officers of FAO enjoying the privileges and immunities specified in this Agreement.

### *Section 23*

Persons other than FAO officers, who are members of FAO missions, or who are invited to the Sub-regional Office Seat by FAO on official business, shall be accorded the privileges and immunities specified in Section 20, except those specified in sub-section (i).

### *Section 24*

(a) The privileges and immunities accorded by this Article are conferred in the interests of FAO and not for the personal benefit of the individuals themselves. The Director-General shall waive the immunity of any officer in any case where in his opinion, the immunity would impede the course of justice and could be waived without prejudice to the interests of FAO.

(b) FAO and its officers shall cooperate at all times with the appropriate Zimbabwean authorities to facilitate the proper administration of justice, to secure the observance of police regulations to the prevent the occurrence of any abuses in connection with the privileges and immunities accorded by this Article.

## *Article XIII*

### LAISSEZ-PASSER

### *Section 25*

The Government shall recognize and accept the United Nations Laissez-Passer issued to officers of FAO, and to Independent Chairman of the Council, as a valid travel document equivalent to a passport, applications for visas from holders of United Nations Laissez-Passer shall be dealt with as speedily as possible.

### *Section 26*

Similar facilities to those specified in Section 25 shall be accorded to persons who, through not the holders of United Nations Laissez-Passer, have a certificate that they are traveling on business of the FAO.

## *Article XIV*

### GENERAL PROVISIONS

### *Section 27*

(a) The Director-General and the Sub-regional Representative shall take every precaution to ensure that no abuse of privilege or immunity conferred by this Agreement shall occur and for this purpose shall establish such rules and regulations as they may deem necessary and expedient for officers of FAO and persons performing missions for FAO.

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

(c) The Sub-regional Representative shall also represent FAO in the Republic of Zimbabwe and shall be responsible, within the limits of the authority delegated to him, for all aspects of FAO's activities in the country. In the effective performance of his functions, the Sub-regional Representative shall have direct access to appropriate policy and planning levels of Government in the agriculture, fishery and forestry sectors of the economy, as well as to central planning authorities. Any technical assistance provided by FAO from its own budgetary resources shall be covered by specific agreements between the Government and FAO.

#### *Article XV*

#### SUPPLEMENTARY AGREEMENTS AND SETTLEMENT OF DISPUTES

##### *Section 28*

(a) The Government and FAO may enter into such supplementary agreements as may be necessary within the scope of this Agreement.

(b) Upon accession by Zimbabwe to the Convention on the Privileges and Immunities of the Specialized Agencies, such Convention and this Agreement shall, where they relate to the same subject matter, be treated as complementary.

##### *Section 29*

Any dispute between FAO and the Government concerning the interpretation or application of this Agreement or any supplementary agreements, or any questions affecting the Sub-regional Office Seat or the relationships between FAO and the Government, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators: one to be chosen by the Director-General, one to be chosen by the Minister of Foreign Affairs of Zimbabwe, and the third, who shall be Chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third, such third arbitrator shall be chosen by the President of the International Court of Justice.

*Article XVI*

ENTRY INTO FORCE, OPERATION, AND DENUNCIATION

*Section 30*

(a) This Agreement shall enter into force upon notification by both Parties that their respective internal requirements have been complied with.

(b) Consultations with respect to modification of this Agreement shall be entered into at the request of the Government or FAO. Any such modification shall be by mutual consent.

(c) This Agreement shall be construed in the light of its primary purpose to enable the Sub-regional Office fully and efficiently to discharge its responsibilities and fulfil its purpose.

(d) Where this Agreement imposes obligations on the appropriate Zimbabwean authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.

(e) This Agreement and any supplementary agreement entered into by the Government and FAO pursuant to this Agreement shall cease to be in force six months after either the Government or FAO shall have given notice in writing to the other of its decision to terminate this Agreement except for such provisions as may be applicable in connection with the orderly termination of the operations of FAO at its Sub-regional Office in the Republic of Zimbabwe and the disposition of its property therein.

*Section 31*

The Agreement between the Government and FAO regarding the arrangements to be made to appoint an FAO Representative in the Republic of Zimbabwe and for the establishment of his office, constituted by the exchange of letters between the Government and FAO dated 27 June 1984, is terminated with effect from the date of entry into force of the present Agreement.

*In Witness Whereof* the Government and FAO have signed this agreement in duplicate in the English language.

For the Food and Agriculture  
Organization of the United Nations  
Rome

For the Government of the  
Republic of Zimbabwe

(Signed) The Director General  
17/8/95

17/8/95

(b) Sub-Regional Office for Central and Eastern Europe

On 19 October 1995, similar agreement was concluded between FAO and the Government of the Republic of Hungary regarding the establishment of the FAO Sub-Regional Office for Central and Eastern Europe.

(c) Agreement based on the standard Memorandum of Responsibilities in respect of FAO sessions

Agreements concerning specific sessions held outside FAO headquarters, containing provisions on privileges and immunities of FAO and participants similar to the standard text (published in *Juridical Yearbook*, 1972, p. 32), were concluded in 1995 with the Governments of the following countries acting as hosts to such sessions: Brazil, Canada,\* Cyprus, Dominica, France,\* Germany,\* Honduras, Indonesia, Morocco, Oman, Pakistan, Philippines, Romania, Samoa, Senegal, Slovenia, South Africa, Spain,\* Tunisia, Turkey and Venezuela.\*

*Non-member nation:* Russian Federation

(d) Agreements based on the standard Memorandum of Responsibilities in respect of seminars, workshops, training courses or related study tours.

Agreements concerning specific training activities, containing provisions on privileges and immunities of FAO and participants similar to the standard text (published in *Juridical Yearbook*, 1972, p. 33), were concluded in 1995 with the Governments of the following countries acting as hosts to such training activities: Brazil, Kenya, Slovenia, Syria, and Arab Republic.

#### 4. WORLD HEALTH ORGANIZATION

Basic Agreement between the World Health Organization and the Government of Latvia regarding the establishment of technical advisory cooperation relations. Signed at Riga on 27 July 1995<sup>34</sup>

*The World Health Organization* (hereinafter referred to as “the Organization”); and

*The Government of Latvia* (hereinafter referred to as “the Government”),

Desiring to give effect to the resolutions and decisions of the United Nations and of the Organization relating to technical advisory cooperation, and to obtain mutual agreement concerning its purpose and scope as well as the responsibilities which shall be assumed the services which shall be provided by the Government and the Organization;

Declaring that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation,

*Have agreed as follows:*

\*Certain departures from the standard texts or amendments thereto were introduced at the request of the host governments.



## *Article I*

### ESTABLISHMENT OF TECHNICAL ADVISORY COOPERATION

1. The Organization shall establish technical advisory cooperation with the Government subject to budgetary limitation or the availability of the necessary funds. The Organization and the Government shall cooperate in arranging, on the basis of the requests received from the Government and approved by the Organization, mutually agreeable plans of operation for the carrying out of the technical advisory cooperation.

2. Such technical advisory cooperation shall be established in accordance with the relevant resolutions and decisions of the World Health Assembly, the Executive Board and other organs of the Organization.

3. Such technical advisory cooperation may consist of:

(a) Making available the services of advisers in order to render advice and cooperate with the Government or with other parties;

(b) Organizing and conducting seminars, training programmes, demonstration projects, expert working groups and related activities in such places as may be mutually agreed;

(c) Awarding scholarships and fellowships or making other arrangements under which candidates nominated by the Government and approved by the Organization shall study or receive training outside the country;

(d) Preparing and executing pilot projects, tests, experiments or research in such places as may be mutually agreed upon;

(e) Carrying out any other form of technical advisory cooperation which may be agreed upon by the Organization and the Government.

4. (a) Advisers who are to render advice to and cooperate with the Government or with other parties shall be selected by the Organization in consultation with the Government. They shall be responsible to the Organization.

(b) In the performance of their duties, the advisers shall act in close consultation with the Government and with persons or bodies so authorized by the Government, and shall comply with instructions from the Government as may be appropriate to the nature of their duties and the cooperation in view and as may be mutually agreed upon between the Organization and the Government.

(c) The advisers shall, in the course of their advisory work, make every effort to instruct any technical staff the Government may associate with them, in their professional methods, techniques and practices, and in the principles on which these are based.

5. Any technical equipment or supplies which may be furnished by the Organization shall remain its property unless and until such time as title may be transferred in accordance with the policies determined by the World Health Assembly and existing at the date of transfer.

6. The Government shall be responsible for dealing with any claims which may be brought by third parties against the Organization and its advisers, agents and employees and shall hold harmless the Organization and its advisers, agents

and employees in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government and the Organization that such claims or liabilities arise from the gross negligence or willful misconduct of such advisers, agents or employees.

### *Article II*

#### PARTICIPATION OF THE GOVERNMENT IN TECHNICAL ADVISORY COOPERATION

1. The Government shall do everything in its power to ensure the effective development of the technical advisory cooperation.
2. The Government and the Organization shall consult together regarding the publication, as appropriate, of any findings and reports of advisers that may prove of benefit to other countries and to the Organization.
3. The Government shall actively collaborate with the Organization in the furnishing and compilation of findings, data, statistics, and other such information as will enable the Organization to analyze and evaluate the results of the programmes of technical advisory cooperation.

### *Article III*

#### ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANIZATION

1. The Organization shall defray, in full or in part as may be mutually agreed upon, the costs necessary to the technical advisory cooperation which are payable outside the country as follows:
  - (a) The salaries and subsistence (including duty travel per diem) of the advisers;
  - (b) The costs of transportation of the advisers during their travel to and from the point of entry into the country;
  - (c) The cost of any other travel outside the country;
  - (d) Insurance of the advisers;
  - (e) Purchase and transport to and from the point of entry into the country of any equipment or supplies provided by the Organization;
  - (f) Any other expenses outside the country approved by the Organization.
2. The Organization shall defray such expenses in local currency as are not covered by the Government pursuant to article IV, paragraph 1, of this Agreement.

### *Article IV*

#### ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government shall contribute to the cost of technical advisory cooperation by paying for, or directly furnishing, the following facilities and services:

- (a) Local personnel services, technical and administrative, including the necessary local secretarial help, interpreter-translators and related assistance;
- (b) The necessary office space or other premises;
- (c) Equipment and supplies produced within the country;
- (d) Transportation of personnel, supplies and equipment for official purposes within the country;
- (e) Postage and telecommunications for official purposes;
- (f) Facilities for receiving medical care and hospitalization by the international personnel.

2. The Government shall defray such portion of the expenses to be paid outside the country as are not covered by the Organization, and as may be mutually agreed upon.

3. In appropriate cases the Government shall put at the disposal of the Organization such labour, equipment, supplies and other services or property as may be needed for the execution of its work and as may be mutually agreed upon.

#### *Article V*

##### FACILITIES, PRIVILEGES AND IMMUNITIES

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

2. Staff of the Organization, including advisers engaged by it as members of the staff assigned to carry out the purposes of this Agreement, shall be deemed to be officials within the meaning of the above Convention. The WHO Programme Coordinator/Representative appointed to Latvia shall be afforded the treatment provided for under section 21 of the said Convention.

#### *Article VI*

1. This Basic Agreement shall enter into force when both contracting parties have notified each other in writing that the legal requirements for entry into force have been completed.

2. This Basic Agreement may be modified by agreement between the Organization and the Government, each of which shall give full and sympathetic consideration to any request by the other for such modification.

3. This Basic Agreement may be terminated by either party upon written notice to the other party and shall terminate sixty days after receipt of such notice.

Similar agreements were concluded with Cambodia on 10 February 1995, with the Marshall Island on 8 August 1995 and with Nauru on 31 July 1995.

## 5. UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

Agreement between the United Nations and the United Nations Industrial Development Organization regarding a unified conference service at the Vienna International Centre. Signed at Vienna on 4 October 1995<sup>38</sup>

*Whereas* the General Assembly by its resolutions 39/68 of 13 December 1984, 39/242 of 18 December 1984, 44/201 of 21 December 1989, and 45/248 A of 21 December 1990 requested the Secretary-General to engage in negotiations with the United Nations Industrial Development Organization (hereinafter referred to as UNIDO) and the International Atomic Energy Agency (hereinafter referred to as IAEA) with a view to establishing unified conference services at the Vienna International Centre under the administration of the United Nations;

*Whereas* the Industrial Development Board of UNIDO by its decision IDB.11/Dec. 27 of 2 July 1993 and the General Conference of UNIDO by its decision GC.5/Dec. of 9 December 1993, concerning the establishment of a unified conference service under the United Nations administration, urged the Director-General to finalize with the United Nations the arrangements for the transfer of administrative responsibility for the conference services from UNIDO to the United Nations Office at Vienna, effective 1 January 1995;

*Whereas* with effect from January 1986 the United Nations has been managing an Interpretation and Meeting Service for UNIDO and the United Nations meetings and outside Vienna, and with effect from January 1992 the United Nations has been managing a Common Interpretation Service including IAEA;

*Therefore*, the United Nations Industrial Development Organization and the United Nations hereby agree to establish a Unified Conference Service with effect from 1 April 1995 on the following terms:

1. The Unified Conference Service, consisting of the services listed below, hitherto separately managed by the United Nations and UNIDO, shall henceforth be operated and managed by United Nations Office at Vienna:

- (a) Programme direction management;
- (b) Translation;
- (c) Text processing;
- (d) Reference and terminology;
- (e) Editorial control;
- (f) Documents control;
- (g) Printing and copy preparation;
- (h) Correspondence;
- (i) Reproduction;
- (j) Documents distribution;
- (k) Meetings planning, coordination and serving;
- (l) Interpretation.

2. The level of reimbursement to be paid by UNIDO to the United Nations for services provided under this Agreement shall be determined in accordance with the cost-sharing arrangements described in annex A to this Agreement.

3. UNIDO agrees to make a contribution in the amount of US\$ 200,000 towards the cost of acquisition and installation of the hardware and software in 1995 necessary for the upgrading of the text-processing capability of the Unified Conference Service. In addition, the Parties shall equally share the costs of the software material in respect of the equipment transferred by UNIDO to the United Nations. Subsequent acquisition, replacement, maintenance of equipment and software for the services listed in paragraph 1(a) to (l), as agreed by the Parties, shall be cost-shared as described in annex A.

4. The equipment and furniture (as listed in annex C) and space (as listed in annex D) hitherto used by UNIDO for the purpose of providing conference services shall be transferred to the control of the United Nations.

5. Supplies and materials for the services listed in paragraph 1(a) to (l) shall be cost-shared by the Parties as indicated in annex A.

6. The United Nations is responsible for those customized mainframe applications related to reference and terminology, documents control, documents distribution and mailing lists that support the Unified Conference Service. However, until such time as the United Nations rewrites or finds a suitable replacement, UNIDO agrees to provide the United Nations with services related to the maintenance and production runs for such customized mainframe applications, subject to reimbursement of all associated costs.

7. In order to ensure the continuous operation of the customized mainframe applications referred to in paragraph 6 above, UNIDO guarantees, until the end of 1997, the availability of a mainframe computer environment that is quantitatively and qualitatively equivalent to the one now provided under the present UNIDO/IAEA Facilities Management Agreement. The United Nations in turn agrees to reimburse UNIDO, under the current cost-sharing formulae, for computer processing of those customized mainframe applications referred to in paragraph 6 above.

8. To enable the United Nations to support the payroll processing of daily short-term staff for the Unified Conference Service, UNIDO agrees to provide the United Nations with a copy of the newly developed mainframe-based payroll system for daily short-term staff. This copy is provided by UNIDO on an "as is" basis.

9. United Nations Office at Vienna shall seek to keep costs to a minimum by recruiting suitably qualified short-term staff and by contracting out work whenever feasible.

10. The staff of the Unified Conference Service shall be administered by the United Nations in accordance with its rules and regulations.

11. All United Nations staff members hitherto assigned to the Languages and Documentation Service administered by UNIDO, including those on loan to the Common Printing Service of IAEA (listed in annex B to this Agreement), shall retain their acquired rights and contractual status upon transfer of the administrative responsibility for the Service from UNIDO to the United Nations office at Vienna.

12. The Director of the UNIDO Languages and Documentation Service shall be transferred to the United Nations upon transfer of the administrative responsibility for the Service from UNIDO to the United Nations office at Vienna, and the provisions contained in paragraphs 10 and 11 above shall be applicable.

13. There shall be established a Joint Working Group which shall review annually the operation of this Agreement. The Joint Working Group may make proposals to the signatories of this Agreement concerning any aspect of the activities carried out under this Agreement, including amendments to this Agreement.

14. This Agreement shall enter into force with retroactive effect from 1 April 1995 and shall be reviewed by the Parties in accordance with paragraph 13 above.

15. Either Party may terminate this Agreement by giving notice to the other Party at least 18 months prior to the end of the biennium. The effective date of such termination will be the first day of the following budgetary biennium.

## 6. INTERNATIONAL ATOMIC ENERGY AGENCY

- (a) Agreement between the International Atomic Energy Agency and the Government of Chile regarding the application of safeguards in connection with the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Caribbean.<sup>39</sup> Signed at Vienna on 5 April 1995<sup>40</sup>

*Whereas* the Republic of Chile (hereinafter referred to as “Chile”) is a party to the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Caribbean (hereinafter referred to as “the Tlatelolco Treaty”) opened for signature at Mexico City on 14 February 1967;

*Whereas* paragraph 13 of the Tlatelolco Treaty states *inter alia*, that “Each Contracting Party shall negotiate multilateral or bilateral agreements with the International Atomic Energy Agency for the application of its safeguards to its nuclear activities...”;

*Whereas* the International Atomic Energy Agency (hereinafter referred to as “the Agency”) is authorized, pursuant to article III.A.5 of its Statute hereinafter referred to as the “the Statute”), to conclude such agreements;

*Now therefore* Chile and the Agency have agreed as follows:

### Part I

#### BASIC UNDERTAKINGS

##### *Article 1*

Chile undertakes to accept safeguards, in accordance with the terms of this Agreement, on all nuclear materials in all nuclear activities within its territory, under its jurisdiction or carried out under its control anywhere, for the exclusive purpose of verifying that such material is not diverted to nuclear weapons or other nuclear explosive devices.

### *Article 2*

The Agency shall have the right and the obligation to ensure that safeguards will be applied, in accordance with the terms of this Agreement, on all nuclear material in all nuclear activities within the territory of Chile, under its jurisdiction or carried out under its control anywhere, for the exclusive purpose of verifying that such material is not diverted to nuclear weapons or other nuclear explosive devices.

### *Article 3*

Chile and the Agency shall cooperate to facilitate the implementation of the safeguards provided for in this Agreement.

## IMPLEMENTATION OF SAFEGUARDS

### *Article 4*

The safeguards provided for in this Agreement shall be implemented in a manner designed:

(a) To avoid hampering the economic and technological development of Chile or international cooperation in the field of nuclear activities, including international exchange of nuclear material;

(b) To avoid undue interference in Chile's nuclear activities, and in particular in the operation of facilities;

(c) To be consistent with prudent management practices required for the economic and safe conduct of nuclear activities; and

(d) To enable the Agency to fulfil its obligations under this Agreement taking into account the requirement for the Agency to preserve technological secrets.

### *Article 5*

(a) The Agency shall take every precaution to protect any confidential information coming to its knowledge in the implementation of this Agreement.

(b) (i) The Agency shall not publish or communicate to any State, organization or person any information obtained by it in connection with the implementation of this Agreement, except that specific information relating to the implementation thereof may be given to the Board of Governors of the Agency (hereinafter referred to as "the Board") and to such Agency staff members as require such knowledge by reason of their official duties in connection with safeguards, but only to the extent necessary for the Agency to fulfil its responsibilities in implementing this Agreement.

(ii) Summarized information on nuclear material subject to safeguards under this Agreement may be published upon decision of the Board if the States directly concerned agree thereto

#### *Article 6*

(a) The Agency shall, in implementing safeguards pursuant to this Agreement, take full account of technological developments in the field of safeguards, and shall make every effort to ensure optimum cost-effectiveness and the application of the principle of safeguarding effectively the flow of nuclear material subject to safeguards under this Agreement by use of instruments and other techniques at certain strategic points to the extent that present or future technology permits.

(b) In order to ensure optimum cost-effectiveness, use shall be made, for example, of such means as:

- (i) Containment as a means of defining material balance areas for accounting purposes;
- (ii) Statistical techniques and random sampling in evaluating the flow of nuclear material;
- (iii) Concentration of verification procedures on those states in the nuclear fuel cycle involving the production, processing, use or storage of nuclear material from which nuclear weapons or other nuclear explosive devices could readily be made, and minimization of verification procedures in respect of other nuclear material, on condition that this does not hamper the Agency in applying safeguards under this Agreement.

#### NATIONAL SYSTEM OF MATERIALS CONTROL

#### *Article 7*

(a) Chile shall establish a system for accounting for and control of all nuclear material subject to safeguards under this Agreement.

(b) The Agency shall apply its safeguards in such a manner as to enable it to verify, in ascertaining that there has been no diversion of nuclear material to nuclear weapons or other nuclear explosive devices, findings of Chile's system. The Agency's verification shall include, *inter alia*, the independent measurements and observations conducted by the Agency, in accordance with the procedures specified in this Agreement. The Agency, in its verification, shall take due account of the technical effectiveness of Chile's system.

#### *Article 8*

(a) In order to ensure the effective implementation of safeguards under this Agreement, Chile shall, in accordance with the provisions set out in this Agreement, provide the Agency with information concerning nuclear material subject to safeguards under this Agreement and the features of facilities relevant to safeguarding such material.

- (b) (i) The Agency shall require only the minimum amount of information and data consistent with carrying out its responsibilities under this Agreement.



- (ii) Information pertaining to facilities shall be the minimum necessary for safeguarding nuclear material subject to safeguards under this Agreement.

(c) If Chile so requests, the Agency shall be prepared to examine directly on the premises of Chile design information which Chile regards as being of particular sensitivity. Such information need not be physically transmitted to the Agency provided that it remains readily available for further examination by the Agency on the premises of Chile.

#### AGENCY INSPECTORS

##### *Article 9*

- (a)
  - (i) The Agency shall secure the consent of Chile to the designation of Agency inspectors to Chile.
  - (ii) If Chile, either upon proposal of a designation or at any other time after a designation has been made, objects to the designation, the Agency shall propose an alternative designation or designations.
  - (iii) If, as a result of the repeated refusal of Chile to accept the designation of Agency inspectors, inspections to be conducted under this Agreement would be impeded, such refusal shall be considered by the Board, upon referral by the Director General of the Agency (hereinafter referred to as "the Director General"), with a view to its taking appropriate action.
- (b) Chile shall take the necessary steps to ensure that Agency inspectors can effectively discharge their functions under this Agreement.
- (c) The visits and activities of Agency inspectors shall be so arranged as:
  - (i) To reduce to a minimum the possible inconvenience and disturbance to Chile and to the nuclear activities inspected;
  - (ii) To ensure protection of any confidential information coming to the knowledge of Agency inspectors.

#### STARTING POINT OF SAFEGUARDS

##### *Article 10*

(a) When any material containing uranium or thorium which has not reached the stage of the nuclear fuel cycle described in paragraph (b) is imported, Chile shall inform the Agency of its quantity and composition, unless the material is imported for specifically non-nuclear purposes; and

(b) When any nuclear material of a composition and purity suitable for fuel fabrication or for isotopic enrichment leaves the plant or the process stage in which it has been produced, or when such nuclear material, or any other nuclear material produced at a later stage in the nuclear fuel cycle, is imported into Chile, the nuclear material shall become subject to the other safeguards procedures specified in this Agreement.

## TERMINATION OF SAFEGUARDS

### *Article 11*

(a) Safeguards shall terminate on nuclear material upon determination by the Agency that the material has been consumed, or has been diluted in such a way that it is no longer usable for any nuclear activity relevant from the point of view of safeguards, or has become practicably irrecoverable.

(b) Where nuclear material subject to safeguards under this Agreement is to be used in non-nuclear activities, such as the production of alloys and ceramics, Chile shall agree with the Agency, before the material is so used, on the circumstances under which the safeguards under this Agreement on such material may be terminated.

## EXEMPTION FROM SAFEGUARDS

### *Article 12*

(a) Nuclear material shall be exempted from safeguards in accordance with the provisions specified in Article 35 of this Agreement.

(b) Where nuclear material subject to safeguards under this Agreement is to be used in non-nuclear activities which, in the opinion of either Chile or the Agency, will not render the material practicably irrecoverable, Chile shall agree with the Agency, before the material is so used, on the circumstances under which such material may be exempted from safeguards.

## TRANSFER OF NUCLEAR MATERIAL OUT OF CHILE

### *Article 13*

(a) Chile shall give the Agency notification of transfers of nuclear material subject to safeguards under this Agreement out of Chile, in accordance with the provisions set out in this Agreement. The Agency shall terminate safeguards under this Agreement when the recipient State has assumed responsibility therefor, as provided for in Part II of this Agreement. The Agency shall maintain records indicating each transfer and re-application of safeguards to the transferred nuclear material.

(b) When any material containing uranium or thorium which has not reached the stage of the nuclear fuel cycle described in article 10(b) is directly or indirectly exported by Chile, Chile shall inform the Agency of its quantity, composition and destination, unless the material is exported for specifically non-nuclear purposes.

## SPECIAL PROCEDURES

### *Article 14*

If Chile intends to exercise its discretion to use nuclear material which is required to be safeguarded under this Agreement for nuclear propulsion or operation of any vehicle, including submarines and prototypes, or in such other non-proscribed nuclear activity as agreed between Chile and the Agency, the following procedures shall apply:

(a) Chile shall inform the agency of the activity, and shall make it clear:

- (i) That the use of the nuclear material in such an activity will not be in conflict with any undertaking of Chile under agreements concluded with the Agency in connection with article XI of the Statute of the Agency or any other agreement concluded with the Agency in connection with INFCIRC/26 (and Add.1) or INFCIRC/66 (and Rev.1 or 2), as applicable;
- (ii) That during the period of application of the special procedures the nuclear material will not be used for the production of nuclear weapons or other nuclear explosive devices;

(b) Chile and the Agency shall make an arrangement so that, these special procedures shall apply only while the nuclear material is used for nuclear propulsion or in the operation of any vehicle, including submarines and prototypes, or in such other non-proscribed nuclear activity as agreed between Chile and the Agency. The arrangement shall identify, to the extent possible, the period or circumstances during which the special procedures shall be applied. In any event, the other procedures provided for in this Agreement shall apply again as soon as the nuclear material is reintroduced into a nuclear activity other than the above. The Agency shall be kept informed of the total quantity and composition of such material in Chile and of any export of such material;

(c) Each arrangement shall be concluded between Chile and the Agency as promptly as possible and shall relate only to such matters as temporal and procedural provisions and reporting arrangements, but shall not involve any approval or classified knowledge of such activity or relate to the use of the nuclear material therein.

## MEASURES IN RELATION TO VERIFICATION OF NON-DIVERSION

### *Article 15*

If the Board, upon report of the Director General, decides that an action by Chile is essential and urgent in order to ensure verification that nuclear material subject to safeguards under this Agreement is not diverted to nuclear weapons or other nuclear explosive devices, the Board may call upon Chile to take the required action without delay, irrespective of whether procedures have been invoked pursuant to article 23 of this Agreement for the settlement of a dispute.

#### *Article 16*

If the Board, upon examination of relevant information reported to it by the Director General, finds that the Agency is not able to verify that there has been no diversion of nuclear material required to be subject to safeguards under this Agreement to nuclear weapons or other nuclear explosive devices, it may make the reports provided for in paragraph C of article XII of the Statute and may also take, where applicable, the other measures provided for in that paragraph. In taking such action, the Board shall take account of the degree of assurance provided by the safeguards measures that have been applied and shall afford Chile every reasonable opportunity to furnish the Board with any necessary reassurance.

#### PRIVILEGES AND IMMUNITIES

#### *Article 17*

Chile shall apply to the Agency, including its property, funds and assets, and to its inspectors and other officials performing functions under this Agreement, the relevant provisions of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency.<sup>41</sup>

#### FINANCE

#### *Article 18*

Chile and the Agency will bear the expenses incurred by them in implementing their respective responsibilities under this Agreement. However, if Chile, or persons under this jurisdiction, incur extraordinary expenses as a result of a specific request by the Agency, the Agency shall reimburse such expenses provided that it has agreed in advance to do so. In any case, the Agency shall bear the cost of any additional measuring or sampling which Agency inspectors may request.

#### THIRD PARTY LIABILITY FOR NUCLEAR DAMAGE

#### *Article 19*

Chile shall ensure that any protection against third party liability in respect of nuclear damage, including any insurance or other financial security, which may be available under its laws or regulations shall apply to the Agency and its officials for the purpose of the implementation of this Agreement, in the same way as that protection applies to nationals of Chile.

#### INTERNATIONAL RESPONSIBILITY

#### *Article 20*

Any claims by Chile against the Agency or by the Agency against Chile in respect of any damage resulting from the implementation of safeguards under this Agreement, other than damage arising out of a nuclear incident, shall be settled in accordance with international law.

INTERPRETATION AND APPLICATION OF THE AGREEMENT  
AND SETTLEMENT OF DISPUTES

*Article 21*

Chile and the Agency shall, at the request of either, consult about any question arising out of the interpretation or application of this Agreement.

*Article 22*

Chile shall have the right to request that any question arising out of the interpretation or application of this Agreement be considered by the Board. The Board shall invite Chile to participate in the discussion of any such question by the Board.

*Article 23*

Any dispute arising out of the interpretation or application of this Agreement, except a dispute with regard to a finding by the Board under Article 16 or an action taken by the Board pursuant to such a finding, which is not settled by negotiation or another procedure agreed to by Chile and the Agency shall, at the request of either, be submitted to an arbitral tribunal composed as follows: Chile and the Agency shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If, within thirty days of the request for arbitration, either Chile or the Agency has not designated an arbitrator, either Chile or the Agency may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall require the concurrence of two arbitrators. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal shall be binding on Chile and the Agency.

SUSPENSION OF APPLICATION OF AGENCY SAFEGUARDS  
UNDER OTHER AGREEMENTS

*Article 24*

The application of Agency safeguards in Chile under other safeguards agreements with the Agency shall be suspended while this Agreement is in force. Chile's undertaking in such agreements, and in connection with assistance from the Agency under Project Agreements, not to use items which are subject thereto in such a way as to further any military purpose shall continue to apply.

AMENDMENT OF THE AGREEMENT

*Article 25*

(a) Chile and the Agency shall, at the request of either consult each other on amendment to this Agreement.

- (b) All amendments shall require the agreement of Chile and the Agency.
- (c) Amendments to this Agreement shall enter into force in the same conditions as the entry into force of the Agreement itself.
- (d) The Director General shall promptly inform all Member States of the Agency of any amendment to this Agreement.

#### ENTRY INTO FORCE AND DURATION

##### *Article 26*

This Agreement shall enter into force upon signature by the representatives of Chile and the Agency. The Director General shall promptly inform all Member States of the Agency of the entry into force of this Agreement.

##### *Article 27*

This Agreement shall remain in force as long as Chile is Party to the Tlateloco Treaty.

## **Part II**

#### INTRODUCTION

##### *Article 28*

The purpose of this part of the Agreement is to specify the procedures to be applied in the implementation of the safeguards provisions of a Part I.

#### OBJECTIVE OF SAFEGUARDS

##### *Article 29*

The objective of the safeguards procedures set forth in this Agreement is the timely detection of diversion of significant quantities of nuclear material from peaceful nuclear activities to the manufacture of nuclear weapons or of other nuclear explosive devices or for purposes unknown, and deterrence of such diversion by the risk of early detection.

##### *Article 30*

For the purpose of achieving the objective set forth in article 29, nuclear material accountancy shall be used as a safeguards measure of fundamental importance, with containment and surveillance as important complementary measures.

*Article 31*

The technical conclusion of the Agency's verification activities shall be a statement, in respect of each material balance area, of the amount of material unaccounted for over a specific period, and giving the limits of accuracy of the amounts stated.

NATIONAL SYSTEM OF ACCOUNTING FOR AND CONTROL  
OF NUCLEAR MATERIAL

*Article 32*

Pursuant to article 7, the Agency, in carrying out its verification activities, shall make full use of Chile's system of accounting for and control of all nuclear material subject to safeguards under this Agreement and shall avoid unnecessary duplication of Chile's accounting and control activities.

*Article 33*

Chile's system of accounting for and control of nuclear material under this Agreement shall be based on a structure of material balance areas, and shall make provision, as appropriate and specified in the Subsidiary Arrangements, for the establishment of such measures as:

- (a) A measurement system for the determination of the quantities of nuclear material received, produced, shipped, lost or otherwise removed from inventory, and the quantities on inventory;
- (b) The evaluation of precision and accuracy of measurements and the estimation of measurement uncertainty;
- (c) Procedures for identifying, reviewing and evaluating differences in shipper/receiver measurements;
- (d) Procedures for taking a physical inventory;
- (e) Procedures for the evaluation of accumulations of unmeasured inventory and unmeasured losses;
- (f) A system of records and reports showing, for each material balance area, the inventory of nuclear material and the changes in that inventory including receipts into and transfers out of the material balance area;
- (g) Provisions to ensure that the accounting procedures and arrangements are being operated correctly; and
- (h) Procedures for the provision of reports to the Agency in accordance with Articles 57 to 63 and 65 to 67.

## TERMINATION OF SAFEGUARDS

### *Article 34*

(a) Safeguards shall terminate on nuclear material subject to safeguards under this Agreement under the conditions set forth in article 11(a). Where the conditions of article 11(a) are not met, but Chile considers that the recovery of safeguarded nuclear material from residues is not for the time being practicable or desirable, Chile and the Agency shall consult on the appropriate safeguards measures to be applied.

(b) Safeguards shall terminate on nuclear material subject to safeguards under this Agreement under the conditions set forth in article 11(b) provided that Chile and the Agency agree that such nuclear material is practicably irrecoverable.

(c) Safeguards shall terminate on nuclear material subject to safeguards under this Agreement transferred out of Chile under the conditions set forth in article 13(a) and the procedures specified in articles 89 to 92.

## EXEMPTIONS FROM SAFEGUARDS

### *Article 35*

At the request of Chile, the Agency shall exempt nuclear material from safeguards as follows:

(a) Special fissionable material, when it is used in gram quantities or less as a sensing component in instruments;

(b) Nuclear material, when it is used in non-nuclear activities in accordance with article 12(b).

(c) If the total quantity of nuclear material which has been exempted in Chile in accordance with this sub-article does not at any time exceed:

(i) one kilogram in total of special fissionable material, which may consist of one or more of the following:

(1) plutonium;

(2) uranium with an enrichment of 0.2 (20 per cent) and above, taken account of by multiplying its weight by its enrichment;

(3) uranium with an enrichment below 0.2 (20 per cent) and above that of natural uranium, taken account of by multiplying its weight by five times the square of its enrichment;

(ii) ten metric tons in total of natural uranium and depleted uranium with an enrichment above 0.005 (0.5 per cent);

(iii) twenty metric tons of depleted uranium with an enrichment of 0.005 (0.5 per cent) or below;

(iv) twenty metric tons of thorium; or

(d) plutonium with an isotopic concentration of plutonium-238 exceeding 80 per cent.



*Article 36*

If exempted nuclear material is to be processed or stored together with nuclear material subject to safeguards under this Agreement, provision shall be made for the re-application of safeguards thereto.

SUBSIDIARY ARRANGEMENTS

*Article 37*

Chile and the Agency shall make Subsidiary Arrangements which shall specify in detail, to the extent necessary to permit the Agency to fulfil its responsibilities under this Agreement in an effective and efficient manner, how the procedures laid down in this Agreement are to be applied. By agreement between Chile and the Agency, the Subsidiary Arrangements may, without amendment of this Agreement, be extended or changed or, in respect of a particular facility, terminated.

*Article 38*

The Subsidiary Arrangements shall enter into force at the same time as, or as soon as possible after the entry into force of this Agreement. Chile and the Agency shall make every effort to achieve their entry into force within ninety days of the entry into force of this Agreement; an extension of that period shall require the agreement of both Parties. Chile shall provide the Agency promptly with the information required for completing the Subsidiary Arrangements. Upon the entry into force of this Agreement, the Agency shall have the right to apply the procedures laid down therein respect of the nuclear material listed in the inventory provided for in Article 39 even if the Subsidiary Arrangements have not yet entered into force.

INVENTORY

*Article 39*

On the basis of the initial report referred to the article 60, the Agency shall establish a unified inventory of all nuclear material in Chile subject to safeguards under this Agreement, irrespective of its origin, and shall maintain this inventory on the basis of subsequent reports and of the results of its verification activities. Copies of the inventory shall be made available to Chile at intervals to be agreed.

Similar agreements were concluded with Barbados on 10 July 1995 and 14 August 1996, with Dominica on 10 July 1995 and 3 May 1996, with Saint Kitts and Nevis on 10 July 1995 and 7 May 1996 and with Zimbabwe on 26 June 1995.

- (b) Agreement between the International Atomic Energy Agency and the Government of Myanmar on the application of safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons (with protocol).<sup>42</sup> Signed at Vienna on 20 April 1995<sup>43</sup>

*Whereas* the Union of Myanmar (hereinafter referred to as “Myanmar”) is party to the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter referred to as “the Treaty”) opened for signature at London, Moscow and Washington on 1 July 1968 which entered into force on 5 March 1970.

*Whereas* paragraph 1 of Article III of the Treaty reads as follows:

“Each non-nuclear-weapon State Party to the Treaty undertakes to accept safeguards as set forth in an agreement to be negotiated and concluded with the International Atomic Energy Agency in accordance with the Statute of the International Atomic Energy Agency and the Agency’s safeguards system, for the exclusive purpose of verification of the fulfilment of its obligations assumed under this Treaty with a view to preventing diversion of nuclear energy from peaceful uses to nuclear weapons or other nuclear explosive devices. Procedures for the safeguards required by this Article shall be followed with respect to source or special fissionable material whether it is being produced, processed or used in any principal nuclear facility or is outside any such facility. The safeguards required by this Article shall be applied on all source or special fissionable material in all peaceful nuclear activities within the territory of such State, under its jurisdiction, or carried out under its control anywhere”.

*Whereas* the International Atomic Energy Agency (hereinafter referred to as “the Agency”) is authorized, pursuant to article III of its Statute, to conclude such agreements;

*Now therefore* Myanmar and the Agency have agreed as follows:

## **Part I**

### **BASIC UNDERTAKING**

#### *Article 1*

Myanmar undertakes, pursuant to paragraph 1 of article III of the Treaty, to accept safeguards, in accordance with the terms of this Agreement, on all source or special fissionable material in all peaceful nuclear activities within its territory, under its jurisdiction or carried out under its control anywhere, for the exclusive purpose of verifying that such material is not diverted to nuclear weapons or other nuclear explosive devices.

### **APPLICATION OF SAFEGUARDS**

#### *Article 2*

The Agency shall have the right and the obligation to ensure that safeguards will be applied, in accordance with the terms of this Agreement, on all source or special fissionable material in all peaceful nuclear activities within

the territory of Myanmar, under its jurisdiction or carried out under its control anywhere, for the exclusive purpose of verifying that such material is not diverted to nuclear weapons or other nuclear explosive devices.

#### COOPERATION BETWEEN MYANMAR AND THE AGENCY

##### *Article 3*

Myanmar and the Agency shall cooperate to facilitate the implementation of the safeguards provided for in this Agreement.

#### IMPLEMENTATION OF SAFEGUARDS

##### *Article 4*

The safeguards provided for in this Agreement shall be implemented in a manner designed:

(a) To avoid hampering the economic and technological development of Myanmar or international cooperation in the field of peaceful nuclear activities, including international exchange of nuclear material;

(b) To avoid undue interference in Myanmar's peaceful nuclear activities, and in particular in the operation of facilities;

(c) To be consistent with prudent management practices required for the economic and safe conduct of nuclear activities.

##### *Article 5*

(a) The Agency shall take every precaution to protect commercial and industrial secrets and other confidential information coming to its knowledge in the implementation of this Agreement.

(b) (i) The Agency shall not publish or communicate to any State, organization or person any information obtained by it in connection with the implementation of this Agreement, except that specific information relating to the implementation thereof may be given to the Board of Governors of the Agency (hereinafter referred to as "the Board") and to such Agency staff members as required such knowledge by reason of their official duties in connection with safeguards, but only to the extent necessary for the Agency to fulfil its responsibilities in implementing this Agreement.

(ii) Summarized information on nuclear material subject to safeguards under this Agreement may be published upon decision of the Board if the States directly concerned agree thereto.

##### *Article 6*

(a) The Agency shall, in implementing safeguards pursuant to this Agreement, take full account of technological developments in the fields of safeguards, and shall make every effort to ensure optimum cost-effectiveness and the appli-

cation of the principle of safeguarding effectively the flow of nuclear material subject to safeguards under this Agreement by use of instruments and other techniques at certain strategic points to the extent that present or future technology permits.

(b) In order to ensure optimum cost-effectiveness, use shall be made, for example, of such means as:

- (i) Containment as a means of defining material balance areas for accounting purposes;
- (ii) Statistical techniques and random sampling in evaluating the flow of nuclear material;
- (iii) Concentration of verification procedures on those stages in the nuclear fuel cycle involving the production, processing, use or storage of nuclear material from which nuclear weapons or other nuclear explosive devices could readily be made, and minimization of verification procedures in respect of other nuclear material, on condition that this does not hamper the Agency in applying safeguards under this Agreement.

#### NATIONAL SYSTEM OF MATERIALS CONTROL

##### *Article 7*

(a) Myanmar shall establish and maintain a system of accounting for and control of all nuclear material subject to safeguards under this Agreement.

(b) The Agency shall apply its safeguards in such a manner as to enable it to verify, in ascertaining that there has been no diversion of nuclear material to nuclear weapons or other nuclear explosive devices, findings of Myanmar's system. The Agency's verification shall include, *inter alia*, independent measurements and observations conducted by the Agency, in accordance with the procedures specified in part II of this Agreement. The Agency, in its verification, shall take due account of the technical effectiveness of Myanmar's system.

#### PROVISION OF INFORMATION TO THE AGENCY

##### *Article 8*

(a) In order to ensure the effective implementation of safeguards under this Agreement, Myanmar shall, in accordance with the provisions set out in part II of this Agreement, provide the Agency with information concerning nuclear material subject to safeguards under this Agreement and the features of facilities relevant to safeguarding such material.

- (b) (i) The Agency shall require only the minimum amount of information and data consistent with carrying out its responsibilities under this Agreement.
- (ii) Information pertaining to facilities shall be the minimum necessary for safeguarding nuclear material subject to safeguards under this Agreement.

(c) If Myanmar so requests, the Agency shall be prepared to examine on the premises of Myanmar design information which Myanmar regards as being of particular sensitivity. Such information need not be physically transmitted to the Agency provided that it remains readily available for further examination by the Agency on the premises of Myanmar.

#### AGENCY INSPECTORS

##### *Article 9*

- (a)
  - (i) The Agency shall secure the consent of Myanmar to the designation of Agency inspectors to Myanmar.
  - (ii) If Myanmar, either upon proposal of a designation or at any other time after a designation has been made, objects to the designation, the Agency shall propose to Myanmar an alternative designation or designations.
  - (iii) If, as a result of the repeated refusal of Myanmar to accept the designation of Agency inspectors, inspections to be conducted under this Agreement would be impeded, such refusal shall be considered by the Board, upon referral by the Director General of the Agency (hereinafter referred to as “the Director General”), with a view to its taking appropriate action.
- (b) Myanmar shall take the necessary steps to ensure that Agency inspectors can effectively discharge their functions under this Agreement.
- (c) The visits and activities of Agency inspectors shall be so arranged as:
  - (i) To reduce to a minimum the possible inconvenience and disturbance to Myanmar and to the nuclear activities inspected; and
  - (ii) To ensure protection of any confidential information coming to the knowledge of Agency inspectors.

#### PRIVILEGES AND IMMUNITIES

##### *Article 10*

Myanmar shall apply to the Agency (including its property, funds and assets) and to its inspectors and other officials, performing functions under this Agreement, the same privileges and immunities as those set forth in the relevant provisions of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency.

#### TERMINATION OF SAFEGUARDS

##### *Article 11*

###### *Consumption or dilution of nuclear material*

Safeguards shall terminate on nuclear material upon determination by the Agency that the material has been consumed, or has been diluted in such a way that it is no longer usable for any nuclear activity relevant from the point of view of safeguards, or has become practicably irrecoverable.

## *Article 12*

### *Transfer of nuclear material out of Myanmar*

Myanmar shall give the Agency notification of transfers of nuclear material subject to safeguards under this Agreement out of Myanmar, in accordance with the provisions set out in part II this Agreement. The Agency shall terminate safeguards on nuclear material under this Agreement when the recipients State has assumed responsibility therefor, as provided for in Part II of this Agreement. The Agency shall maintain records indicating each transfer and, where applicable, the re-application of safeguards to the transferred nuclear material.

## *Article 13*

### *Provisions relating to nuclear material to be used in non-nuclear activities*

Where nuclear material subject to safeguards under this Agreement is to be used in non-nuclear activities, such as the production of alloys or ceramics, Myanmar shall agree with the Agency, before the material is so used, on the circumstances under which the safeguards under this Agreement on such material may be terminated.

Non-Application of safeguards to nuclear material to be used in non-peaceful activities

## *Article 14*

If Myanmar intends to exercise its discretion to use nuclear material which is required to be safeguarded under this Agreement for nuclear activity which does not require the application of safeguards under this Agreement, the following procedures shall apply:

(a) Myanmar shall inform the Agency of the Activity, and shall make it clear:

- (i) That the use of the nuclear material in a non-proscribed military activity will not be in conflict with any undertaking Myanmar may have given and in respect of which Agency safeguards apply, that the material will be used only in a peaceful nuclear activity;
- (ii) That during the period of non-application of safeguards, the nuclear material will not be used for the production of nuclear weapons or other nuclear explosive devices;

(b) Myanmar and the Agency shall make an arrangement so that, only while the nuclear material is in such an activity, the safeguards provided for in this Agreement will not be applied. The arrangement shall identify, to the extent possible, the period or circumstances during which safeguards will not be applied. In any event, the safeguards provided for in this Agreement shall apply again as soon as the nuclear material is reintroduced into a peaceful nuclear activity. The Agency shall be kept informed of the total quantity and composition of such material in Myanmar and of any export of such material;

(c) Each arrangement shall be in agreement with the Agency. Such agreement shall be given as promptly as possible and shall relate only to such matters as *inter alia*, temporal and procedural provisions and reporting arrangements, but shall not involve any approval or classified knowledge of such activity or related to the use of the nuclear material therein.

#### FINANCE

##### *Article 15*

Myanmar and the Agency will bear the expenses incurred by them in implementing their respective responsibilities under this Agreement. However, if Myanmar or persons under its jurisdiction incur extraordinary expenses as a result of a specific request by the Agency, the Agency shall reimburse such expenses provided that it has agreed in advance to do so. In any case the Agency shall bear the cost of any additional measuring or sampling which inspectors may request.

#### THIRD-PARTY LIABILITY FOR NUCLEAR DAMAGE

##### *Article 16*

Myanmar shall ensure that any protection against third party liability in respect of nuclear damage, including any insurance or other financial security, which may be available under its laws or regulations shall apply to the Agency and its officials for the purpose of the implementation of this Agreement, in the same way as that protection applies to nationals of Myanmar.

#### INTERNATIONAL RESPONSIBILITY

##### *Article 17*

Any claims by Myanmar against the Agency or by the Agency against Myanmar in respect of any damage resulting from the implementation of safeguards under this Agreement, other than damage arising out of a nuclear incident, shall be settled in accordance with international law.

#### MEASURES IN RELATION TO VERIFICATION OF NON-DIVERSION

##### *Article 18*

If the Board, upon report of the Director General, decides that an action by Myanmar is essential and urgent in order to ensure verification that nuclear material subject to safeguards under this Agreement is not diverted to nuclear weapons or other nuclear explosive devices, the Board may call upon Myanmar to take the required action without delay, irrespective of whether procedures have been invoked pursuant to article 22 of this agreement for the settlement of a dispute.

### *Article 19*

If the Board, upon examination of relevant information reported to it by the Director General, finds that the Agency is not able to verify that there has been no diversion of nuclear material required to be safeguarded under this Agreement to nuclear weapons or other nuclear explosive devices, it may make the reports provided for in paragraph C of article XII of the Statute of the Agency (hereinafter referred to as "the Statute") and may also take, where applicable, the other measures provided for in that paragraph. In taking such action the Board shall take account of the degree of assurance provided by the safeguards measures that have been applied and shall afford Myanmar every reasonable opportunity to furnish the Board with any necessary reassurance.

#### INTERPRETATION AND APPLICATION OF THE AGREEMENT AND SETTLEMENT OF DISPUTES

### *Article 20*

Myanmar and the Agency shall, at the request of either, consult about any question arising out of the interpretation or application of this Agreement.

### *Article 21*

Myanmar shall have the right to request that by question arising out of the interpretation or application of this Agreement be considered by the Board. The Board shall invite Myanmar to participate in the discussion of any such question by the Board.

## 7. MULTIPLE INTERGOVERNMENTAL ORGANIZATIONS

Memorandum of Understanding concerning the establishment of the Inter-Organization Programme for the Sound Management of Chemicals. Concluded at Stockholm on 11, 17, 31 January and 13 March 1995<sup>44</sup>

*The parties to this Memorandum,*

*Noting* the endorsement by the United Nations General Assembly, in its resolution 47/190 of 22 December 1992, of Agenda 21 as adopted by the United Nations Conference on Environment and Development at Rio de Janeiro on 14 June 1992, and in particular its chapter 19, and

*Taking into account* the resolutions adopted at the International Conference on Chemical Safety at Stockholm on 29 April 1994,

*Have agreed* as follows:



## 1. PARTIES

1.1 This Memorandum of Understanding shall be open to signature by the following Organizations:

- United Nations Environment Programme;
- International Labour Organization;
- Food and Agriculture Organization of the United Nations
- World Health Organization;
- United Nations Industrial Development Organization
- Organization for Economic Cooperation and Development.

1.2 The organizations listed in paragraph 1.1 which have become parties to this Memorandum of Understanding shall be known as Participating Organizations.

1.3 Other intergovernmental organizations may also become Participating Organizations upon the unanimous consent of the Participating Organizations and after fulfilment of the provisions of paragraph 10.2.

## 2. ESTABLISHMENT AND PURPOSE OF PROGRAMME

2.1 The Inter-Organization Programme for the Sound Management of Chemicals is hereby established.

2.2 The purpose of the Programme is to promote coordination of the policies and activities pursued by the Participating Organizations, jointly and separately, to achieve the sound management of chemicals in relation to human health and environment.

2.3 The areas in which coordination shall be sought are the following:

- (a) International assessment of chemical risks;
- (b) Harmonization of classification and labelling of chemicals;
- (c) Information exchange on chemicals and chemicals risks;
- (d) Establishment of risk reduction programmes;
- (e) Strengthening of national capabilities and capacities for management of chemicals;
- (f) Prevention of illegal international traffic in toxic and dangerous products;
- (g) Other areas as agreed by all Participating Organizations.

## 3. INTER-ORGANIZATION COORDINATING COMMITTEE

3.1 There shall be an Inter-Organization Coordinating Committee (IOCC), composed of one representative of each Participating Organization, which shall perform the functions identified in paragraph 5 below.

3.2 These representatives may be assisted by advisors, as appropriate.

- 3.3 IOCC may agree to invite observers to attend its meetings.
- 3.4 IOCC may agree to set up advisory bodies, if necessary.
- 3.5 IOCC shall adopt its rules of procedure.
- 3.6 IOCC shall elect its Chairperson and as necessary, Vice Chairpersons, serving on a rotational basis unless otherwise agreed by IOCC.

#### 4. MEETINGS

4.1 IOCC shall normally hold two regular sessions every year. IOCC shall determine the date, time and place of each regular session.

4.2 An extraordinary session of IOCC may be called at the request of at least two of the Participating Organizations. The date, time and place of an extraordinary session shall be determined by the Chairperson in consultation with the Secretariat and the Participating Organizations.

4.3 Each Participating Organization shall make its own arrangements for bearing the cost of attending meetings of IOCC.

4.4 IOCC may agree to meet from time to time with the representatives of other organizations, programmes and intergovernmental meetings and arrangements.

#### 5. FUNCTIONS

5.1 The functions of IOCC shall be the following:

(a) To consult on the planning, programming, funding, implementation and monitoring of activities undertaken jointly or individually by the Participating Organization with regard to the sound management of chemicals;

(b) To identify gaps and areas of overlap in such activities and recommend ways to reduce or eliminate them;

(c) To make recommendations on the distribution of work among the Participating Organizations with regard to the sound management of chemicals;

(d) To recommend common policies to be pursued by the Participating Organizations;

(e) To encourage the Participating Organizations to undertake joint programmes for the sound management of chemicals;

(f) To endorse specific activities planned or undertaken by one or more of the Participating Organizations as being within the framework of the Programme;

(g) To exchange information about the activities undertaken and planned to be undertaken jointly or separately, by the Participating Organizations with regard to the sound management of chemicals;

(h) To review actions taken, and to consider recommendations made by other organizations, programmes and intergovernmental meetings and arrangements (such as the Intergovernmental Forum on Chemical Safety) concerning matters within the scope of the Programme, as well as to consider possible follow-up which might be given by the Participating Organizations;

- (i) To make recommendations to such organizations, programmes and intergovernmental meetings and arrangements;
  - (j) To consider and approve the budget of the secretariat
  - (k) To determine the work to be carried out by the Secretariat.
- 5.2 IOCC may be given additional functions as agreed by all the Participating Organizations.

## 6. RECOMMENDATIONS AND DECISION-MAKING

Except as otherwise provided in this Memorandum of Understanding, and subject to advance notice of the provisional agenda of the meeting, recommendations and decisions of IOCC shall be taken by consensus among the representatives of the Participating Organizations who are present at a meeting of IOCC.

## 7. SECRETARIAT

7.1 There shall be a secretariat providing IOCC with services, including the following:

- (a) Organize meeting of IOCC;
- (b) Collect and analyze information for the preparation of documents for such meetings;
- (c) Prepare and circulate the minutes of each meeting and the report referred to in paragraph 9.1;
- (d) Perform other inter-sessional work as necessary for such meetings;
- (e) Draw up a draft budget of the Secretariat for consideration by IOCC.

7.2 The secretariat shall carry out its work in accordance with the guidance of IOCC.

7.3 To the extent that corresponding resources are made available, the Secretariat of the Programme may also provide secretariat services for other intergovernmental meetings and arrangements if so decided by IOCC. For this purpose, that part of the Secretariat providing such services shall be functionally distinct from that part of the Secretariat under the direction of IOCC.

7.4 The secretariat shall be located at the administering organization.

7.5 Until agreed otherwise by the Participating Organizations, the administering organization for the Secretariat shall be the World Health Organization.

7.6 The Participating Organizations shall review the designation of the administering organization five years after the date on which this Memorandum of Understanding entered into force and periodically thereafter.

7.7 To the extent that resources are made available to so provide, the Secretariat shall be composed of such staff as deemed necessary by IOCC.

7.8 The loan or secondment of a staff member to perform work for the Secretariat shall be subject to agreement between the organization releasing the staff member and the administering organization of the Secretariat.

7.9 The Executive Head of the administering organization shall designate the head of the Secretariat upon the consensus recommendation of the IOCC attended by all the Participating Organizations.

## 8. BUDGET

8.1 The Participating Organizations shall share the costs of the Secretariat, taking into account resources provided under paragraph 8.3 and 8.4.

8.2 The budget of the Secretariat shall state the amount of its budgetary needs and the resources envisaged to meet them.

8.3 The resources of the Secretariat, as approved by the IOCC, may be provided as follows:

(a) Voluntary monetary and in kind contributions from the Participating Organizations and Governments;

(b) Voluntary monetary and in kind contributions from other intergovernmental sources;

(c) Secondment or loan of staff members from the Participating Organization as a contribution in kind.

8.4 Contributions from other sources may also be approved by IOCC attended by all the Participating Organization.

8.5 No Participating Organization shall be required to provide financial support for the Secretariat beyond what that Organization has pledged.

## 9. REPORTING

9.1 The secretariat shall submit a report of activities and the use of budgetary resources to IOCC for its adoption at least once a year.

9.2 The adopted report shall be sent to the executive heads of the Participating Organizations and be forwarded through the appropriate channel to the Inter-Agency Committee on Sustainable Development and to any other bodies IOCC may deem appropriate.

## 10. ENTRY INTO FORCE

10.1 This Memorandum of Understanding shall enter into force upon signature by four of the organizations mentioned in paragraph 1.1 above.

10.2 It shall enter into force for any other intergovernmental organization mentioned in paragraph 1.3 upon the date of the written acceptance by that organization of the Memorandum of Understanding, including any amendments thereto.

## 11. AMENDMENTS

This Memorandum of Understanding may be amended by consensus of all Participating Organizations. An amendment shall enter into force upon written acceptance by all the Participating Organizations.

## 12. WITHDRAWAL

12.1 Any Participating Organization may withdraw from this Memorandum of Understanding by written notification to the head of the Secretariat of IOCC, who shall immediately inform the Participating Organizations of such notification.

12.2 The withdrawal shall take effect upon the expiration of six months from the date on which the written notification has been received by the head of the Secretariat of IOCC or at any later date indicated in the notification.

### 13. DURATION AND TERMINATION

This Memorandum of Understanding may be terminated only by consensus of all Participating Organizations or whenever the number of the Participating Organizations is less than four, unless the remaining Participating organizations agree otherwise.

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#### NOTES

<sup>1</sup>United Nations, *Treaty Series*, vol. 1, p 15, and vol. 90, p.327 (corrigendum to vol. 1).

<sup>2</sup>The Convention is in force with regard to each State which deposited an instrument of accession or succession 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* (United Nations publication, Sales No. E. 96. V.5

<sup>4</sup>*International Law Materials*, vol. XXXI, No.4, p. 849-813.

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

<sup>6</sup>United Nations, *Treaty Series*, vol.33, p. 261.

<sup>7</sup>*Ibid.*, vol.374, p.147.

<sup>8</sup>Came into force on 10 February 1995.

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

<sup>10</sup>United Nations, *Treaty Series*, vol. 75, p. 5.

<sup>11</sup>*Ibid.*, vol. 1125, pp. 3 to 609.

<sup>12</sup>*Ibid.*, vol. 249, p. 240.

<sup>13</sup>*Ibid.*, vol. 195, p. 2; vol. 1209, p. 32; vol. 1281, p. 297. See also "International Telecommunication Convention," concluded at Nairobi on 6 November 1982 (not yet published) and Constitution and Convention of the International Telecommunication Union, concluded at Geneva on 22 December 1992 (not yet published).

<sup>14</sup>Came into force on 12 April 1995.

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

<sup>16</sup>Came into force on the date of signature.

<sup>17</sup> Came into force on 17 May 1995.

<sup>18</sup>Came into force on 19 May 1995.

<sup>19</sup>Came into force on 29 June 1995.

<sup>20</sup> Came into force on 6 July 1995.

<sup>21</sup> Came into effect with retroactive effect on 1 May 1995.

<sup>22</sup>Came into force provisionally on the date of signature.

<sup>23</sup>United Nations, *Treaty Series*, vol. 500, p.95.

<sup>24</sup>Came into force provisionally on the date of signature.

<sup>25</sup>Came into force on 14 December 1995.

<sup>26</sup>Came into force provisionally on the date of signature.

<sup>27</sup>Came into force on the date of signature.

<sup>28</sup>Came into force provisionally on the date of signature.

<sup>29</sup>Came into force on the date of signature.

<sup>30</sup>*International Legal Materials*, vol. XXXI, p.822.

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

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

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

<sup>34</sup> For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General*.  
<sup>35</sup>In accordance with article 1 of the Agreement, the term "the Convention" refers to the 1947 Convention on the Privileges and Immunities of the Specialized Agencies.

<sup>36</sup>The 1947 Convention, mentioned in the preamble to the Agreement, refers to the

Convention on the Privileges and Immunities of the Specialized Agencies.

<sup>37</sup>Came into force on the date of signature.

<sup>38</sup>Came into force with retroactive effect from 1 April 1995.

<sup>39</sup>United Nations, *Treaty Series*, vol. 634, p.281.

<sup>40</sup>Came into force on the date of signature.

<sup>41</sup>INFCIRC/9/Rev.2

<sup>42</sup>*International Legal Materials*, vol. XXXV, No.6, p.1439-1478.

<sup>43</sup>Came into force on the date of signature.

<sup>44</sup>Came into force on 13 March 1995.