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UNITED NATIONS JURIDICAL YEARBOOK

1999

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 INTERGOVERN- MENTAL ORGANIZATIONS

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

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE UNITED NATIONS.¹ APPROVED BY THE GENERAL AS- SEMBLY OF THE UNITED NATIONS ON 13 FEBRUARY 1946

As at 31 December 1999, there were 141 States parties to the Convention.²

2. AGREEMENTS RELATING TO INSTALLATIONS AND MEETINGS

(a) Agreement between the United Nations and Morocco concerning the status of the United Nations Mission for the Referendum in Western Sahara. Signed at New York on 11 February 1999³

I. DEFINITIONS

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

(a) "MINURSO" means the United Nations Mission for the Referendum in Western Sahara, established in accordance with Security Council resolution 690 (1991) of 20 April 1991 and the mandate of which has been extended by various Security Council resolutions, the most recent being resolution 1224 (1999) of 28 January 1999. MINURSO was strengthened pursuant to Security Council resolution 1148 (1998) of 26 January 1998. It comprises:

- (i) The "Special Representative" appointed by the Secretary-General of the United Nations. Except in paragraph 29 below, any reference in the present Agreement to the Special Representative shall also include any member of MINURSO to whom the Special Representative may have delegated his authority;
- (ii) The "civilian component" made up of United Nations officials and of personnel provided by participating States at the request of the Secretary-General;

- (iii) The "military component" made up of military and civilian personnel provided by participating States at the request of the Secretary-General;
- (iv) The "security component" made up of civilian police officers made available to MINURSO by participating States at the request of the Secretary-General;
- (b) "Mission area" means, for the purposes of the present Agreement, the Territory of Western Sahara and designated sites in Morocco necessary for the conduct of MINURSO activities;
- (c) "Settlement Plan" comprises the proposals contained in the reports of the Secretary-General dated 18 June 1990 and 19 April 1991 concerning the question of Western Sahara submitted to the Security Council.⁴ The above-mentioned reports were adopted by the Security Council under its resolutions 658 (1990) of 27 June 1990 and 690 (1991) of 29 April 1991;
- (d) "Member of MINURSO" means any member of the civilian or military component or the security component;
- (e) "Participating State" means a State contributing personnel, services, equipment, provisions, supplies, stores and other goods to the civilian or military component or the security component of MINURSO;
- (f) "The Government" means the Government of Morocco;
- (g) "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;
- (h) "Contractors" means individuals or legal entities and their employees and subcontractors, other than members of MINURSO, whom the United Nations hires to provide services and/or to supply equipment, provisions, supplies, stores and other goods to support MINURSO activities. Such contractors shall not be considered third-party beneficiaries within the meaning of the present Agreement;
- (i) "Vehicles" means civilian and military vehicles used by the United Nations and operated by members of MINURSO and by contractors hired to support MINURSO activities;
- (j) "Vessels" means civilian and military vessels used by the United Nations and operated by members of MINURSO and by contractors hired to support MINURSO activities;
- (k) "Aircraft" means civil and military aircraft used by the United Nations and operated by members of MINURSO and by contractors hired to support MINURSO activities.

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 MINURSO or to any member or contractor thereof apply in the mission area.

III. APPLICATION OF THE CONVENTION

3. MINURSO, 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 Morocco is a party.

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

IV. STATUS OF MINURSO

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

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

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

(a) The United Nations shall ensure that MINURSO conducts its mission in a manner fully consistent with the principles and rules of international conventions on the conduct of military personnel. Such international conventions include the four (Red Cross) Geneva Conventions of 12 August 1949 and the Protocols Additional thereto of 8 June 1977 and the UNESCO International Convention for the Protection of Cultural Property in the Event of Armed Conflict;

(b) The Government undertakes to treat MINURSO military personnel at all times in a manner fully consistent with the principles and rules of international conventions applicable to the treatment of military personnel. Such international conventions include the four (Red Cross) Geneva Conventions of 12 August 1949 and the universally recognized principles and rules of international humanitarian law.

8. MINURSO and the Government shall ensure that their respective military personnel are fully cognizant of the principles and rules of the international instruments referred to in paragraph 7 above.

United Nations flag and vehicle markings

9. The Government recognizes the right of MINURSO to display within the mission area the United Nations flag on its camps or other premises, vehicles, vessels and otherwise as decided by the Special Representative. Aside from the United Nations flag, other flags or pennants may be displayed only in exceptional cases and subject to the Government's consent.

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

Communications

11. MINURSO shall enjoy the facilities with 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) MINURSO shall have the right to install, in consultation with the Government, and to operate United Nations radio stations to disseminate information about the Settlement Plan. MINURSO shall also have authority to install radio sending and receiving stations as well as satellite systems to connect appropriate points within the mission area with each other and with United Nations offices in other countries, and to exchange traffic with the United Nations global telecommunication network. United Nations radio stations and telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations and the frequencies on which any such stations may be operated shall be decided upon in cooperation with the Government and shall be communicated by the United Nations to the International Frequency Regulation Board;

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

(c) MINURSO may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from its members. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of MINURSO or its members. In the event that postal arrangements applying to private mail of members of MINURSO are extended to transfers 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. MINURSO and its members shall enjoy, together with its contractors, vehicles, vessels, aircraft and equipment, freedom of movement throughout the mission area. That freedom shall, with respect to large movements of personnel, equipment, vehicles or aircraft through airports or on railways or roads used for general traffic within the mission area, be coordinated with the Government. The Government undertakes to supply MINURSO, where necessary, with maps and other information, including locations of minefields and other dangers and impediments, which may be useful in facilitating its movements within the context of the mission stemming from the Settlement Plan. Where necessary, armed escorts shall be provided to protect MINURSO personnel in the performance of their duties.

14. MINURSO 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.

15. MINURSO and its members, together with its contractors, shall be exempt, in all their travel and transport, from dues, tolls or charges, including wharfage charges. However, MINURSO will not claim exemption from charges which are in fact charges for services rendered.

Privileges and immunities of MINURSO

16. MINURSO, 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 MINURSO shall also apply to the property, funds and assets of participating States used in connection with the national contingents serving in MINURSO, as provided for in paragraph 4 of the present Agreement. The Government recognizes the right of MINURSO 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 MINURSO or for resale in the commissaries provided for hereinafter;

(b) To establish, maintain and operate commissaries in its camps and posts for the benefit of its members, but not of locally recruited personnel or of contractors. 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 MINURSO, 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 MINURSO 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 or to an entity nominated by them.

17. To the end that the importation, clearances, transfer or exportation referred to in paragraph 16 may be effected with the least possible delay, a mutually satisfactory procedure, including documentation, shall be agreed upon between MINURSO and the Government.

V. FACILITIES FOR MINURSO AND ITS CONTRACTORS

Premises required for the operational and administrative activities of MINURSO and for accommodating its members

18. The Government shall, subject to the resources available, provide, without cost to MINURSO and in agreement with the Special Representative, such sites and other premises as may be necessary for the conduct of the operational and administrative activities of MINURSO and for the accommodation of its members. Without prejudice to the fact that all such premises remain Moroccan territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations. When United Nations military personnel are co-located with Moroccan military personnel, a permanent, direct and immediate access by MINURSO to those premises shall be guaranteed.

19. The Government undertakes to assist MINURSO as far as possible in obtaining and making available, where applicable, water, electricity and other facilities 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 MINURSO as to essential national services. MINURSO shall pay the charges due for water, electricity and other facilities on terms to be agreed with the competent Moroccan authority. MINURSO shall be responsible for the maintenance and upkeep of facilities so provided.

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

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

Provisions, supplies and services, and sanitary arrangements

22. The Government agrees to grant all the authorizations and licences and all the permits necessary for the importation of equipment, provisions, supplies, stores and other goods to support MINURSO, including their importation free of duties, charges or taxes, including contractors' value-added tax.

23. The Government undertakes to assist MINURSO as far as possible in obtaining equipment, provisions, supplies, stores and other goods and services from local sources required for its subsistence and operations. With regard to equipment, provisions, supplies, stores and other goods purchased officially on the local market for the exclusive use of MINURSO, the Government shall take the necessary administrative steps to reimburse or refund the consumption duties or taxes included in the price. On the basis of observations made and information provided by the Government in that respect, MINURSO shall avoid any adverse effect on the local economy. The Government shall exempt MINURSO and its contractors from general sales taxes in respect of all official local purchases.

24. To enable contractors to provide proper support services to MINURSO, the Government agrees to grant contractors facilities enabling them to enter and leave the mission area and to be repatriated in times of international crisis. To this end, the Government shall issue to contractors promptly, free of charge and without restrictions all necessary visas, permits and authorizations.

25. Contractors, other than Moroccan nationals, hired exclusively to support MINURSO activities shall be exempt from payment of taxes on the services provided to MINURSO, including corporation tax, income tax, social security tax and other similar taxes arising directly from the provision of such services, as well as value-added tax.

26. MINURSO 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

27. MINURSO 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 MINURSO and to accelerate the process of such recruitment.

Currency

28. The Government undertakes to make available to MINURSO, against reimbursement in mutually acceptable currency, Moroccan dirhams required for the

use of MINURSO, including the pay of its members, at the rate of exchange most favourable to MINURSO.

VI. STATUS OF THE MEMBERS OF MINURSO

Privileges and immunities

29. The Special Representative, the Deputy Special Representative, the Force Commander of the military component, the Police Commissioner in charge of the security component 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.

30. Officials of the United Nations assigned to the civilian component to serve with MINURSO remain officials of the United Nations entitled to the privileges and immunities of articles V and VII of the Convention.

31. Military observers, members of the security component 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 articles VI and VII of the Convention.

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

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

34. Members of MINURSO 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 mission area. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

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

36. 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 Morocco by the members of MINURSO, in accordance with the present Agreement.

Entry, residence and departure

37. The Special Representative and members of MINURSO shall, whenever so required by the Special Representative, have the right to enter, reside in and depart from the mission area.

38. The Government undertakes to facilitate the entry into and departure from the mission area of the Special Representative and of the members of MINURSO, and shall be kept informed of such movement. To this end, the Government shall expedite the issuance without charge of visas for the Special Representative and members of MINURSO. Members of MINURSO must have identification documents issued by the United Nations while in the mission area and current individual or collective passports together with a movement order issued by the United Nations for all entries into or departures from the mission area.

39. The Special Representative and members of MINURSO shall be exempt from immigration inspection and restrictions on entering into or departing from the mission area. They shall also be exempt from any regulations governing the residence of aliens in the mission area, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the mission area.

Identification

40. The Special Representative shall issue to each member of MINURSO before or as soon as possible after such member's first entry into the mission area, as well as to all locally recruited personnel and to contractors, 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 38 of the present Agreement, such identity card shall be the only document required of a member of MINURSO.

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

Uniform and arms

42. Military members and civilian police members of MINURSO shall wear, while performing official duties under the Settlement Plan, 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 MINURSO may be authorized by the Special Representative at other times. Military members and civilian police members of MINURSO and United Nations Security Officers designated by the Special Representative may possess and carry their service weapons while on duty in accordance with their orders. Without prejudice to the provisions of this paragraph, the procedures for implementation shall be specified in an arrangement which shall be agreed without delay between the competent Moroccan authorities and the United Nations.

Permits and licences

43. Subject to the provisions of paragraph 57, 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 MINURSO, including locally recruited personnel, of any MINURSO transport or communication equipment and for the practice of any profession or occupation in connection with the functioning of MINURSO,

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.

44. The Government agrees to accept as valid, and, if appropriate, to validate free of charge and without restrictions, licences and certificates issued by the competent authorities of other States relating to aircraft and vessels. Without prejudice to the foregoing, the Government also agrees to grant promptly, free of charge and without restrictions, the necessary authorizations, licences and certificates, as appropriate, for the purchase, use, operation and maintenance of aircraft and vessels.

45. Without prejudice to the provisions of paragraph 42, 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 MINURSO for the carrying or use of firearms or ammunition in connection with the functioning of MINURSO.

Military police, arrest and transfer of custody and mutual assistance

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

47. The military police of MINURSO shall have the power of arrest in the mission area over the military members of MINURSO. 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 46 above may take into custody any other person who commits an offence on the premises of MINURSO. Such other person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with the offence or disturbance on such premises.

48. Subject to the provisions of paragraphs 29 and 31, officials of the Government may take into custody any member of MINURSO:

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

(b) When such a member of MINURSO 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 MINURSO, whereafter the provisions of paragraph 53 shall apply mutatis mutandis.

49. When a person is taken into custody under paragraph 47 or paragraph 48 (b), MINURSO 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.

50. MINURSO 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 a period of time 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 47 to 49.

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

Jurisdiction

52. All members of MINURSO 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 MINURSO and after the expiration of the other provisions of the present Agreement.

53. Should the Government consider that any member of MINURSO 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 29:

(a) If the accused person is a member of the civilian component or a member of the security 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 59 of the present Agreement;

(b) Military members of the military component of MINURSO 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 mission area.

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

(a) If the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 57 of the present Agreement shall apply;

(b) If the proceeding is not related to official duties, the proceeding may continue. If the Special Representative certifies that a member of MINURSO 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 90 days. Property of a member of MINURSO that is certified by the Special Representative to be needed by the defendant for the fulfillment 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 MINURSO 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

55. The Special Representative shall have the right to take charge of and dispose of the body of a member of MINURSO, as well as that member's personal property, in accordance with United Nations procedures.

VII. LIMITATIONS ON THE LIABILITY OF THE UNITED NATIONS

56. Third-party claims for property losses or damage or for personal injury, illness or death linked to MINURSO or directly attributable to it (excluding losses, damage or injury attributable to operational necessity) which cannot be settled in accordance with United Nations internal procedures shall be settled in accordance with article 57 of the present Agreement, provided that the claims are submitted within six months of the time when the loss, damage or personal injury was sustained or, if the claimant was not and could not reasonably have been aware of the damage or loss, within six months of the time when it was discovered by the claimant, but not in any event later than one year after the termination of the mandate of MINURSO. Once its liability has been established, the United Nations shall pay compensation, subject to the financial limitations approved by the General Assembly in its resolution 52/247 of 26 June 1998.

VIII. SETTLEMENT OF DISPUTES

57. Except as provided in paragraph 59, any dispute or claim of a private law character, not relating to damage attributable to the operational necessity of MINURSO, to which MINURSO or a member thereof is a party and over which the Moroccan courts do not have jurisdiction because of a provision of the present Agreement shall be settled by a standing claims commission to be established for that purpose. The Secretary-General of the United Nations and the Government shall each appoint a member of the commission and a chairman shall be appointed jointly by the Secretary-General and the Government. If the second member of the commission has not been appointed within 30 days of the appointment of the first member, the President of the International Court of Justice may, at the request of the party which appointed the first member, appoint the second member of the commission. If no agreement on the appointment of the chairman has been reached by the two parties within 30 days of the appointment of the second member of the commission, the President of the International Court of Justice may, at the request of either party, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the 30-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of 30 days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final and binding. The awards of the commission shall be notified to the parties and, if against a member of MINURSO, the Special Representative or the Secretary-General of the United Nations shall use his best endeavours to ensure compliance.

58. 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.

59. Any other dispute between MINURSO and the Government concerning the interpretation or application of the present Agreement shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission shall apply, *mutatis mutandis*, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.

60. 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.

IX. SUPPLEMENTAL ARRANGEMENTS

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

X. LIAISON

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

XI. MISCELLANEOUS PROVISIONS

63. Wherever the present Agreement refers to the privileges, immunities and rights of MINURSO and to the facilities the Government undertakes to provide to MINURSO and contractors, the Government shall have the ultimate responsibility for the implementation and fulfillment of such privileges, immunities, rights and facilities by the appropriate local authorities.

64. The present Agreement shall enter into force on the date of its signature by the Secretary-General of the United Nations or on his behalf and by the Government of Morocco.

65. The present Agreement shall remain in force until the departure of the final element of MINURSO, except that:

(a) The provisions of paragraphs 52, 59 and 60 shall remain in force;

(b) The provisions of paragraphs 56 and 57 shall remain in force until all claims submitted in accordance with paragraph 56 have been settled.

DONE at New York on 11 February 1999, in duplicate in the French language.

For the United Nations:

(Signed) Bernard MIYET
Under-Secretary-General
Department of Peacekeeping
Operations

*For the Government
of the Kingdom of Morocco:*

(Signed) Ahmed SNOUSSI
Ambassador Extraordinary and Plenipotentiary
Permanent Representative
to the United Nations

(b) Agreement between the United Nations and the Government of the Republic of Mali on the enforcement of sentences of the International Tribunal for Rwanda. Signed at Bamako on 12 February 1999⁵

The Government of the Republic of Mali, hereinafter called "the requested State", and

The United Nations, acting through the International Tribunal for Rwanda, hereinafter called "the Tribunal",

Recalling article 26 of the Statute of the Tribunal adopted by the Security Council in its resolution 955 (1994) of 8 November 1994, according to which im-

prisonment of persons sentenced by the Tribunal shall be served in Rwanda or in any of the States on a list of States which have indicated to the Security Council their willingness to accept convicted persons,

Noting the willingness of the requested State to enforce sentences imposed by the Tribunal,

Recalling the provisions of the Standard Minimum Rules for the Treatment of Prisoners approved by the Economic and Social Council in its resolutions 663 C (XXIV) of 31 July 1957 and 2067 (LXII) of 13 May 1977, the Body of Principles for the Protection of all Persons under Any Form of Detention or Imprisonment, adopted by the General Assembly in its resolution 43/173 of 9 December 1988, and the Basic Principles for the Treatment of Prisoners adopted by the General Assembly in its resolution 45/111 of 14 December 1990,

In order to give effect to the judgements and sentences of the Tribunal,
Have agreed as follows:

Article 1

PURPOSE AND SCOPE OF THE AGREEMENT

This Agreement shall govern matters relating to or arising out of all requests to the requested State to enforce sentences imposed by the Tribunal.

Article 2

PROCEDURE

1. A request to the requested State to enforce a sentence shall be made by the Registrar of the Tribunal (hereinafter "the Registrar"), with the approval of the President of the Tribunal.

2. The Registrar shall provide the following documents and items to the requested State when making the request:

- (a) A certified copy of the judgement;
- (b) A statement indicating how much of the sentence has already been served, including information on any pre-trial detention;
- (c) When appropriate, any medical or psychological reports on the convicted person, any recommendation for his/her further treatment in the requested State and any other factor relevant to the enforcement of the sentence;
- (d) Certified copies of identification papers of the convicted person in the Tribunal's possession.

3. All communications to the requested State relating to matters provided for in this Agreement shall be made to the Minister in charge of Penitentiary Administration through the Minister in charge of Foreign Affairs.

4. The requested State shall promptly decide upon the request of the Registrar, in accordance with national law, and inform the Registrar of its decision whether or not to agree to receive the convicted person(s).

Article 3

ENFORCEMENT

1. In enforcing the sentence pronounced by the Tribunal, the competent national authorities of the requested State shall be bound by the duration of the sentence so pronounced.

2. The conditions of imprisonment shall be governed by the law of the requested State, subject to the supervision of the Tribunal, as provided for in articles 6 to 8 and paragraphs 2 and 3 of article 9 below.

3. Conditions of imprisonment shall be compatible with the Standard Minimum Rules for the Treatment of Prisoners, the Body of Principles for the Protection of All Persons under Any Form of Detention or Imprisonment and the Basic Principles for the Treatment of Prisoners.

Article 4

TRANSFER OF THE CONVICTED PERSON

1. The Registrar shall make the appropriate arrangements for the transfer of the convicted person from the Tribunal to the competent authorities of the requested State. Prior to his/her transfer, the convicted person shall be informed by the Registrar of the content of this Agreement.

2. If, after transfer of the convicted person to the requested State, the Tribunal, in accordance with its Rules of Procedure and Evidence, orders that the convicted person appear as a witness in a trial before it, the convicted person shall be transferred temporarily to the Tribunal for that purpose, conditional on his/her return to the requested State within the period decided by the Tribunal.

3. The Registrar shall transmit the order for the temporary transfer of the convicted person to the national authorities of the requested State. The Registrar shall ensure the proper transfer of the convicted person from the requested State to the Tribunal and back to the requested State for the continued imprisonment after the expiration of the period of temporary transfer decided by the Tribunal. The convicted person shall receive credit for the period he/she may have spent in the custody of the Tribunal.

Article 5

NON BIS IN IDEM

The convicted person shall not be tried before a court of the requested State for acts constituting serious violations of international humanitarian law under the Statute of the Tribunal, for which he/she has already been tried by the Tribunal.

Article 6

INSPECTION

1. The competent authorities of the requested State shall allow the inspection of the conditions of detention and treatment of the convicted person(s) at any time and on a periodic basis by the International Committee of the Red Cross or such other person or body as the Tribunal may designate for that purpose. The frequency of such visits shall be determined by the International Committee or the designated person or body. The International Committee of the Red Cross or the designated person or body shall submit a confidential report based on the findings of these inspections to the requested State and to the President of the Tribunal.

2. Representatives of the requested State and the President of the Tribunal shall consult each other on the findings of the report referred to in paragraph 1. The President of the Tribunal may thereafter request the requested State to inform him/her of any changes made in the conditions of detention as suggested by the International Committee of the Red Cross or the designated person or body.

Article 7

INFORMATION

1. The requested State shall immediately notify the Registrar of the following:

- (a) The completion of the sentence by the convicted person, two months prior to such completion;
- (b) If the convicted person has escaped from custody before the sentence has been completed;
- (c) If the convicted person is deceased.

2. Notwithstanding the provisions of the preceding paragraph, the Registrar and the requested State shall consult each other on all matters relating to the enforcement of the sentence, upon request of either party.

Article 8

COMMUTATION OF SENTENCE, PARDON AND EARLY RELEASE

1. If, pursuant to the applicable national law of the requested State, the convicted person is eligible for commutation of sentence, pardon or any form of early release, the requested State shall notify the Registrar accordingly.

2. The President of the Tribunal shall determine, in consultation with the judges of the Tribunal, whether commutation of sentence, pardon or any form of early release is appropriate. The Registrar shall communicate the President's determination to the requested State, which shall act accordingly.

Article 9

TERMINATION OF ENFORCEMENT

1. The enforcement shall cease:

- (a) When the sentence has been completed;
- (b) Upon pardon of the convicted person or upon completion of the sentence as commuted in accordance with article 8 of this Agreement;
- (c) Following a decision of the Tribunal, as provided for in paragraph 2 of this article;
- (d) Upon the demise of the convicted person.

2. The Tribunal may at any time decide to request the termination of the enforcement of the sentence in the requested State and transfer the convicted person to another State or to the Tribunal.

3. The competent authorities of the requested State shall terminate the enforcement of the sentence as soon as the requested State is informed by the Registrar of any decision or measure as a result of which the sentence ceases to be enforceable.

Article 10

IMPOSSIBILITY TO ENFORCE SENTENCE

If, at any time after the decision has been taken to enforce a sentence, further enforcement has, for any legal or practical reason, become impossible, the requested State shall promptly so inform the Registrar. The Registrar shall make the appropri-

ate arrangements for the transfer of the convicted person. The competent authorities of the requested State shall allow at least sixty days following the notification of the Registrar before taking other measures on the matter.

Article 11

COSTS

1. Unless the parties agree otherwise:
 - (a) The Tribunal shall bear the expenses related to:
 - (i) The transfer of the convicted person to and from the requested State;
 - (ii) The repatriation of the convicted person upon completion of his/her sentence;
 - (iii) In the case of death, repatriation of the body of the convicted person;
 - (b) The requested State shall pay all other expenses incurred in the enforcement of the sentence.

2. The Tribunal undertakes to approach donor countries and donor agencies with a view to securing financial assistance for any projects aimed at upgrading to international standards imprisonment conditions under which convicted persons are to serve their sentences pursuant to this Agreement.

3. To that end, the requested State may, where necessary, submit to the Registrar a request relating to such projects as are referred to in the preceding paragraph for the purpose of arriving, through consultation, at a mutually agreed understanding on any necessary action.

4. The Tribunal, in approaching the donor countries or donor agencies referred to in paragraph 2 above, shall bring to their attention any special circumstances which may entail extraordinary costs in respect of a convicted person who is to serve a sentence in the requested State pursuant to this Agreement.

Article 12

SUBSTITUTION CLAUSE

In the event that the Tribunal is to be wound up, the Registrar will inform the Security Council of any sentences whose enforcement remains to be completed pursuant to this Agreement.

Article 13

ENTRY INTO FORCE

This Agreement shall enter into force provisionally upon the signature of both Parties, and definitively upon the date of notification by the requested State of ratification or approval of the Agreement by its competent authorities.

Article 14

DURATION OF THE AGREEMENT

1. Either of the Parties may, after consulting the other Party, terminate this Agreement by giving at least sixty days' prior notice in writing to the other Party of its intention that the Agreement be terminated.

2. This Agreement shall, however, continue to apply for a period not exceeding six months with regard to any convicted person in respect of whom the requested States is, at the time of the termination of this Agreement, enforcing a sentence pronounced by the Tribunal.

Article 15

AMENDMENT

This Agreement may be amended by mutual consent of the Parties.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

DONE at Bamako this twelfth day of February 1999, in duplicate, in English and French, both texts being equally authentic.

*For the Government
of the Republic of Mali:
(Signed) Modibo SIDIBÉ
Minister of Foreign Affairs
and Malians Abroad*

*For the United Nations:
(Signed) Agwu Ukiwe OKALI
Assistant Secretary-General
Registrar of the International
Tribunal for Rwanda*

- (c) Agreement between the United Nations and the Government of Sweden on the enforcement of sentences of the International Tribunal for the Former Yugoslavia. Signed at The Hague on 23 February 1999⁶

The United Nations, acting through the International Tribunal for the Former Yugoslavia, (hereinafter called "the International Tribunal"), and

The Government of Sweden, (for the purposes of this Agreement hereinafter called "the requested State"),

Recalling article 27 of the Statute of the International Tribunal ("the Statute") adopted by the Security Council in its resolution 827 (1993) of 25 May 1993, according to which imprisonment of persons sentenced by the International Tribunal shall be served in a State designated by the International Tribunal from a list of States which have indicated to the Security Council their willingness to accept convicted persons,

Noting the willingness of the requested State to enforce sentences imposed by the International Tribunal,

Recalling the provisions of the Standard Minimum Rules for the Treatment of Prisoners, approved by the Economic and Social Council in its resolutions 663 C(XXIV) of 31 July 1957 and 2067 (LXII) of 13 May 1977, the Body of Principles for the Protection of All Persons under Any Form of Detention or Imprisonment, adopted by the General Assembly in its resolution 43/173 of 9 December 1988, and the Basic Principles for the Treatment of Prisoners, adopted by the General Assembly in its resolution 45/111 of 14 December 1990,

In order to give effect to the judgements and sentences of the International Tribunal,

Have agreed as follows:

Article 1

PURPOSE AND SCOPE OF THE AGREEMENT

This Agreement shall regulate matters relating to or arising out of all requests to the requested State to enforce sentences imposed by the International Tribunal.

Article 2

PROCEDURE

1. A request to the Government of Sweden to enforce a sentence shall be made by the Registrar of the International Tribunal (hereinafter: "the Registrar"), with the approval of the President of the International Tribunal.

2. The Registrar shall provide the following documents to the requested State when making the request:

- (a) A certified copy of the judgement;
- (b) A statement indicating how much of the sentence has already been served, including information on any pre-trial detention;
- (c) When appropriate, any medical or psychological reports on the convicted person, any recommendation for his further treatment in the requested State and any other factor relevant to the enforcement of the sentence;
- (d) Any documents that the International Tribunal may have which show that the convicted person has strong ties with Sweden.

3. The requested State shall decide without delay upon the request of the Registrar, in accordance with national law.

Article 3

ENFORCEMENT

1. In enforcing the sentence pronounced by the International Tribunal, the competent national authorities of the requested State shall be bound by the duration of the sentence.

2. The conditions of imprisonment shall be governed by the law of the requested State, subject to the supervision of the International Tribunal, as provided for in articles 6 to 8 and paragraphs 2 and 3 of article 9 below.

3. The conditions of imprisonment shall be compatible with the Standard Minimum Rules for the Treatment of Prisoners, the Body of Principles for the Protection of All Persons under Any Form of Detention or Imprisonment and the Basic Principles for the Treatment of Prisoners.

Article 4

TRANSFER OF THE CONVICTED PERSON

The Registrar shall make appropriate arrangements for the transfer of the convicted person from the International Tribunal to the requested State. Prior to his transfer, the convicted person will be informed by the Registrar of the contents of this Agreement.

Article 5

NON BIS IN IDEM

The convicted person shall not be tried before a court of the requested State for acts constituting serious violations of international humanitarian law under the Statute for which he has already been tried by the International Tribunal.

Article 6

INSPECTION

1. The competent authorities of the requested State shall allow the inspection of the conditions of detention and treatment of the prisoner(s) by the International Committee of the Red Cross at any time and on a periodic basis, the frequency of visits to be determined by the International Committee. The International Committee of the Red Cross will submit a confidential report based on the findings of these inspections to the requested State and to the President of the International Tribunal.

2. The requested State and the President of the International Tribunal shall consult each other on the findings of the reports referred to in paragraph 1. The President of the International Tribunal may thereafter request the requested State to report to him any changes in the conditions of detention suggested by the International Committee of the Red Cross.

Article 7

INFORMATION

1. The requested State shall immediately notify the Registrar:

- (a) Two months prior to the completion of the sentence;
- (b) If the convicted person has escaped from custody before the sentence has been completed;
- (c) If the convicted person has deceased.

2. Notwithstanding the previous paragraph, the Registrar and the requested State shall consult each other on all matters relating to the enforcement of the sentence upon the request of either party.

Article 8

EARLY RELEASE, PARDON AND COMMUTATION OF SENTENCES

1. If, pursuant to the applicable national law of the requested State, the convicted person is eligible for early release, pardon or commutation of the sentence, the requested State shall notify the Registrar accordingly.

2. The International Tribunal will give its view as to whether early release, pardon or commutation of the sentence is appropriate. The requested State will take these views into consideration and respond to the International Tribunal prior to taking any decision in the matter.

3. Following the receipt of the response, the International Tribunal may request that the requested State transfer the convicted person in accordance with article 9, paragraph 2, in which event the requested State shall transfer the convicted person, as stipulated in that paragraph.

Article 9

TERMINATION OF ENFORCEMENT

1. The enforcement of the sentence shall cease:
 - (a) When the sentence has been completed;
 - (b) Upon the demise of the convicted;
 - (c) Upon the pardon of the convicted;
 - (d) Following a decision of the International Tribunal as referred to in paragraph 2 of this article.

2. The International Tribunal may at any time request the termination of the enforcement in the requested State and the requested State shall, in accordance with its national law, transfer the convicted person to another State or to the International Tribunal.

3. The competent authorities of the requested State shall terminate the enforcement of the sentence as soon as it is informed by the Registrar of any decision or measure as a result of which the sentence ceases to be enforceable.

Article 10

IMPOSSIBILITY TO ENFORCE SENTENCE

If, at any time after the decision has been taken to enforce the sentence, for any legal or practical reasons, further enforcement has become impossible, the requested State shall promptly inform the Registrar. The Registrar shall make the appropriate arrangements for the transfer of the convicted person. The competent authorities of the requested State shall allow for at least sixty days following the notification of the Registrar before taking other measures on the matter.

Article 11

COSTS

The International Tribunal shall bear the expenses related to the transfer of the convicted person to and from the requested State, unless the parties agree otherwise. The requested State shall pay all other expenses incurred by the enforcement of the sentence.

Article 12

ENTRY INTO FORCE

This Agreement shall enter into force upon the signature of both parties.

Article 13

DURATION OF THE AGREEMENT

1. This Agreement shall remain in force as long as sentences of the International Tribunal are being enforced by the requested State under the terms and conditions of this Agreement.

2. Upon consultation, either Party may terminate this Agreement, with two months' prior notice. This Agreement shall not be terminated before the sentences to which this Agreement applies have been completed or terminated and, if applicable, before the transfer of the convicted as provided for in article 10 has been effected.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

DONE at The Hague this twenty-third day of February 1999, in duplicate, in the English language.

For the United Nations:

(Signed) Dorothee de Sampayo GARRIDO-NIUGH
Registrar
International Tribunal for the Former Yugoslavia

For the Government of Sweden:

(Signed) Anna LINDH
Minister for Foreign Affairs

- (d) Exchange of letters constituting an agreement between the United Nations and the Government of Saint Lucia, concerning arrangements for the Caribbean Regional Seminar in accordance with the plan of action for the International Decade for the Eradication of Colonialism. Signed at New York on 15 and 30 April 1999⁷

I

LETTER FROM THE UNITED NATIONS

15 April 1999

Excellency,

I have the honour to refer to the arrangements for the Caribbean Regional Seminar in accordance with the plan of action for the International Decade for the Eradication of Colonialism, 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 the National Insurance Scheme (NIS Bldg.), Castries, Saint Lucia, from 25 to 27 May 1999. With the present letter, I wish to obtain your Government's acceptance of the following arrangements:

1. The Seminar will be attended by approximately 60 participants, including members of the Special Committee of 24, representatives of the administering Powers, of the United Nations bodies, international organizations, of the peoples of Non-Self-Governing Territories, experts, representatives of non-governmental organizations and observers, and assisted by approximately five United Nations staff members.

2. *Premises for the Seminar*

The Government of Saint Lucia will assist the United Nations in making the arrangements for conference hall facilities and equipment.

3. *Communication equipment*

The Government of Saint Lucia 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 Government of Saint Lucia will assist the United Nations in making arrangements with private companies to 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 Saint Lucia will assist in facilitating such arrangements at reasonable commercial rates.

6. *Transportation*

The Government of Saint Lucia will, as a matter of courtesy, provide three (3) VIP cars and one (1) 25-seater bus for use of the delegations, participants and officials on arrivals and departures to and from the airport to the hotel as well as other official use as appropriate.

7. *Liaison and other local personnel*

The Government of Saint Lucia will provide six (6) Foreign Service trainees as Liaison Officers to the Seminar and as guides to delegations and participants. The Government of Saint Lucia will assign one (1) Protocol Officer to assist in the planning and coordination of the Seminar. The Government of Saint Lucia will provide the following seven (7) support staff to the Seminar:

- (a) Three (3) secretaries;
- (b) One (1) administrative assistant;
- (c) Three (3) machine operators.

The United Nations will meet the cost of overtime of the above staff where necessary.

8. *Security*

The security coverage for the Seminar will be the responsibility of the Government of Saint Lucia.

9. *Medical facilities*

The Government of Saint Lucia will be responsible for making arrangements for medical treatment and admission to a hospital to be provided for Seminar participants should this be necessary.

10. *Exemption from departure tax*

The Government of Saint Lucia shall exempt United Nations personnel, holders of diplomatic passports and special invitees/guests from 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, to which Saint Lucia has been a Party since 27 August 1986, shall be applicable in respect of the Seminar. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Seminar 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 or arranged 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 exit from Saint Lucia. Visas and entry permits, where required, shall be granted free of charge and as promptly as possible.

(c) It is further understood that the Government of Saint Lucia will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) death of or injury to persons or damage to or loss of property in conference or office premises provided for the Seminar; (ii) death of or injury to persons or damage to or loss of property occurring during use of the transportation referred to in paragraph 8 above; and (iii) the employment for the Seminar of personnel provided or arranged by your Government; and your Government shall indemnify and 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 decision 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 Saint Lucia regarding the provision of host facilities by your Government for the Seminar.

(Signed) Jin YONGJIAN
Under-Secretary-General
for General Assembly Affairs and Conference Services

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF SAINT LUCIA TO THE UNITED NATIONS

30 April 1999

Dear Mr. Jin Yongjian:

I have the honour, on behalf of the Government of Saint Lucia, to confirm the agreement between the United Nations and the Government of Saint Lucia regarding the provision of host facilities by Saint Lucia as set forth in document SC24/19/99, for the Caribbean Regional Seminar in accordance with the plan of action for the International Decade for the Eradication of Colonialism.

(Signed) Julian R. HUNTE
*Ambassador Extraordinary and Plenipotentiary
Permanent Representative to the United Nations*

- (e) Agreement between the United Nations, Indonesia and Portugal regarding the modalities for the popular consultation of the East Timorese through a direct ballot. Signed at New York on 5 May 1999⁸

The Governments of Indonesia and Portugal and the Secretary-General of the United Nations,

Agree as follows:

1. A secure environment devoid of violence or other forms of intimidation is a prerequisite for the holding of a free and fair ballot in East Timor. Responsibility to ensure such an environment as well as for the general maintenance of law and order rests with the appropriate Indonesian security authorities. The absolute neutrality of the TNI (Indonesian Armed Forces) and the Indonesian Police is essential in this regard.

2. The Commission on Peace and Stability established in Dili on 21 April 1999 should become operational without delay. The Commission, in cooperation with the United Nations, will elaborate a code of conduct, by which all parties should abide, for the period prior to and following the consultation, ensure the laying down of arms and take the necessary steps to achieve disarmament.

3. Prior to the start of the registration, the Secretary-General shall ascertain, based on the objective evaluation of the United Nations mission, that the necessary security situation exists for the peaceful implementation of the consultation process.

4. The police will be solely responsible for the maintenance of law and order. The Secretary-General, after obtaining the necessary mandate, will make available a number of civilian police officers to act as advisers to the Indonesian Police in the discharge of their duties and, at the time of the consultation, to supervise the escort of ballot papers and boxes to and from the polling sites.

DONE in New York on this 5th day of May 1999.

For the Government of Indonesia:

(Signed) Ali ALATAS
*Minister for Foreign Affairs
Indonesia*

For the United Nations:

(Signed) Kofi A. ANNAN
*Secretary-General
United Nations*

For the Government of Portugal:

(Signed) Jaime GAMA
*Minister for Foreign Affairs
Portugal*

- (f) Exchange of letters constituting an agreement between the United Nations and the Government of the People's Republic of China on the United Nations/China/European Space Agency Conference on Space Applications in Promoting Sustainable Agriculture, hosted by the Government of the People's Republic of China (Beijing, 14-17 September 1999). Signed at Vienna on 10 May and 7 June 1999⁹

I

LETTER FROM THE UNITED NATIONS OFFICE AT VIENNA

10 May 1999

Sir,

I have the honour to refer to resolution 53/45 adopted by the General Assembly on 3 December 1998, and in particular to its paragraph 19, by which the General Assembly endorsed the United Nations Programme on Space Applications for 1999, which included the organization of a conference on applications of space technology in sustainable agricultural development.

The United Nations has received with appreciation the offer from Your Excellency's Government to host the United Nations/China/European Space Agency Conference on Space Applications in Promoting Sustainable Agriculture. As Your Excellency is aware, this course will be hosted in Beijing from 14 to 17 September 1999.

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

A. The United Nations and the European Space Agency

1. The United Nations and the European Space Agency shall provide international air travel for up to 20 participants among nominees from developing countries that are invited to participate in the Conference by the United Nations.
2. The cost of travel and per diem of up to two staff members of the Office for Outer Space Affairs of the United Nations Secretariat shall be borne by the United Nations.
3. The cost of travel and per diem of representatives of the United Nations system shall be borne by the concerned organizations.

B. Participation and language

1. The total number of participants will be limited to 85 (up to 40 foreign participants and up to 45 national participants).
2. The official language of the Conference will be English.

C. The Government of the People's Republic of China

1. The Government, through its Ministry of Science and Technology, will act as host to the Conference, which will be held in Beijing.

2. The Government will designate an official representing the Ministry of Science and Technology to act 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) Room and per diem for five (5) days for up to twenty (20) participants from developing countries;

(b) Appropriate premises and equipment (including duplication facilities and consumables) for holding the Conference;

(c) Appropriate premises for the offices and for the other working areas of the United Nations Secretariat staff responsible for the Conference, the liaison officer and the local personnel mentioned below;

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

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

(f) The local administrative personnel required for the proper conduct of the Conference, including reproduction and distribution of presented papers and other documents in connection with the Conference;

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

(h) Customs clearance and transportation between the port of entry and the location of the Conference for any equipment required in connection with the Conference;

(i) All official transportation within China for all participants in the Conference;

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

(k) Local transportation for the United Nations staff responsible for the Conference for official purposes during the Conference;

(l) Arrangements of adequate accommodations in hotels at reasonable commercial rates for persons other than those identified in (a) above, who are participating in, attending or servicing the Conference, at the expense of these same persons;

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

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

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

D. Privileges and immunities

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

1. (a) The Convention on the Privileges and Immunities of the United Nations (1946), acceded to by the People's Republic of China on 11 September 1979, shall be applicable in respect of the Conference. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Conference shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Conference shall be accorded the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies (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 Conference shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Conference.

2. All participants and all persons performing functions in connection with the Conference shall have the right of unimpeded entry into and exit from China. Visas and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Conference, visas shall be granted not later than two weeks before the opening of the Conference. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later than three days before the opening.

3. It is further understood that your Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of:

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

(b) Injury or damage to person or property occurring during use of the transportation referred to in paragraph 3 (h), (i), (j) and (k) of section C;

(c) The employment for the Conference 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.

4. Any dispute concerning the interpretation or implementation of these terms 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 that is not settled by negotiation 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 terms, this exchange of letters shall constitute an Agreement between the United Nations and the Government of the People's Republic of China regarding the provision of host facilities by your Government for the Conference.

(Signed) Pino ARLACCHI
Director-General
United Nations Office at Vienna

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF CHINA TO THE UNITED NATIONS OFFICE AT VIENNA

7 June 1999

Dear Sir,

Re: Exchange of Letters on the United Nations/China/European Space Agency Conference on Space Applications in Promoting Sustainable Agriculture, Hosted By the Government of the People's Republic of China (Beijing, 14-17 September 1999)

I have the honour to acknowledge receipt of your letter dated 10 May 1999 regarding the exchange of letters between the United Nations and the Government of the People's Republic of China on the above-mentioned Conference.

I consent to your proposal in the text of the exchange of letters that upon your receipt of my confirmation in writing of the terms in the revised text, the exchange of letters constitute an Agreement between the United Nations and the Government of the People's Republic of China regarding the provision of host facilities by my Government for the Conference.

I am hereby writing the letter of confirmation of your proposal. My letter shall accordingly make the revised text an Agreement between the United Nations and the Chinese Government upon your receipt.

(Signed) Zhang YISHAN
Ambassador
Permanent Representative
of the People's Republic of China
to the United Nations Office at Vienna

- (g) Memorandum of Understanding between the United Nations and the Republic of Rwanda to regulate matters of mutual concern relating to the office in Rwanda of the International Tribunal for Rwanda. Signed at Kigali on 3 June 1999¹⁰

Whereas the Security Council of the United Nations, acting under Chapter VII of the Charter of the United Nations, decided, by its resolution 955 (1994) of 8 November 1994, inter alia, "to establish an international tribunal for the sole pur-

pose 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" (hereinafter "the International Tribunal for Rwanda"),

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

Whereas the Security Council, in paragraph 6 of its resolution 955 (1994) of 8 November 1994, decided further, inter alia, that "an office will be established and proceedings will be conducted in Rwanda, where feasible and appropriate, subject to the conclusion of ... appropriate arrangements"; and whereas this office has been established,

Recalling the letter of the Secretary-General of the United Nations dated 11 August 1997 addressed to the Minister for Foreign Affairs and Cooperation of the Republic of Rwanda on the status of the office and requesting the Government of Rwanda to extend to that office and its staff the privileges and immunities provided for in the Convention on the Privileges and Immunities of the United Nations, to which the Republic of Rwanda is a party,

Noting that a reply to that letter from the Minister for Foreign Affairs and Cooperation of the Republic of Rwanda has not been received by the United Nations,

Whereas the United Nations and the Republic of Rwanda wish to conclude a comprehensive agreement regulating matters arising from the establishment and proper functioning of the International Tribunal for Rwanda in the Republic of Rwanda,

Now therefore, pending the conclusion of such a comprehensive agreement, the United Nations and the Republic of Rwanda have in this Memorandum of Understanding agreed as follows:

1. The Government of Rwanda, in fulfillment of its obligations under Article 105 of the Charter of the United Nations shall continue extending to the Tribunal's Office in Rwanda (hereafter "the Office"), in its capacity as an organ of the United Nations, and to its property, funds, assets and staff, the privileges and immunities provided for in the Convention on the Privileges and Immunities of the United Nations (the Convention).

2. The Government of Rwanda shall extend:

- To the Judges, to the Prosecutor, to the Registrar, to the Deputy Prosecutor, and to other key members (P-4 and above) of the Office whose names shall be communicated in advance to the Government of Rwanda for that purpose, the privileges, immunities, exemptions and facilities accorded to diplomatic envoys in accordance with international law;
- To officials of the United Nations Secretariat assigned to the Office whose names shall be communicated to the Government of Rwanda for that purpose, the privileges and immunities to which they are entitled under articles V and VII of the Convention;
- To other persons assigned to the Office whose names shall be communicated to the Government of Rwanda for that purpose, the privileges and immuni-

ties accorded to experts on mission for the United Nations, in accordance with article VI of the Convention.

3. The United Nations and the Government of Rwanda also agree that privileges and immunities necessary for the smooth running of the Office also include the following rights and facilities:

(a) The right of unimpeded and prompt entry into and exit from the territory of Rwanda for its staff and in respect of its property, supplies, equipment and means of transport;

(b) Complete freedom of movement throughout the territory of Rwanda for its staff and similar freedom in respect of property, equipment and means of transport;

(c) The right of access to all prisons and detention and interrogation centres in Rwanda, in coordination with the Government. The members of the Office may have private discussions with any person detained or found in such places;

(d) The right of access to all documents the consultation of which may be necessary for the smooth functioning of the Office;

(e) The right to make direct contacts with the national and local authorities in the various branches of the Government of Rwanda, including the armed forces;

(f) The right to question victims and witnesses, to gather evidence and all useful information and to conduct investigations in the field;

(g) The right to make direct contacts with individuals, intergovernmental and non-governmental organizations, private institutions and the media;

(h) The right to take all necessary steps, using its own resources, to have all databases and information collected transferred;

(i) Exemption from all direct taxes, import and export duties, registration fees and other charges. However, the payment of service fees shall not be exempted;

(j) The right to display the United Nations flag on its premises and on its vehicles;

(k) Unlimited right to communicate by radio, satellite or other means of communication with United Nations Headquarters and between the various offices, including the telecommunications network (radio and satellite) of the United Nations and all other means, telephone, telegraph, etc. The telecommunication services shall be operated in accordance with the International Telecommunication Convention and the Regulations on Radio Communications. The frequencies used to operate stations shall be determined in cooperation with the Government, and the United Nations shall notify the Frequency Registration Board accordingly;

(l) The right to make all necessary arrangements, using its own resources, for the sorting and forwarding of private mail addressed to members of the Office or sent by them. The Government of Rwanda shall be informed of the nature of these arrangements and it shall not interfere with them or in any way censor mail for the Office or its staff.

4. It is understood that the Government of Rwanda shall, as far as possible, provide the Office with appropriate premises for conducting its official and administrative activities throughout the territory of Rwanda. The premises used by the Office and its staff shall be inviolable and shall be under the sole control and authority of the International Tribunal for Rwanda.

5. This Memorandum of Understanding shall enter into force upon signature.

6. This Memorandum of Understanding shall remain in force until superseded by the comprehensive agreement referred to above, which shall be concluded by the Parties as soon as possible.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Memorandum of Understanding.

DONE at Kigali this 3rd day of June the year 1999 in the English language.

For the United Nations:

(Signed) Hans CORELL

*Under-Secretary General for Legal Affairs
The Legal Counsel*

For the Republic of Rwanda:

(Signed) Amri SUED

*Minister for Foreign Affairs
and Regional Cooperation*

(h) Supplementary arrangement between the United Nations and the International Organization for Migration. Signed at New York on 8 June 1999¹¹

The United Nations and the International Organization for Migration (IOM),

Recalling the Cooperation Agreement concluded between them on 25 June 1996, by which they agreed to act in close collaboration and hold consultations regularly on all matters of common interest,

Recalling also article VI of the Cooperation Agreement, by which the Parties agreed to act jointly in the implementation of projects that are of common interest, through special arrangements defining the modalities for their participation and the expenses payable by each Organization,

Recalling further the Agreement between the Republic of Indonesia and the Portuguese Republic on the question of East Timor concluded on 5 May 1999, and the Agreement regarding the modalities for the popular consultation of the East Timorese through a direct ballot, annexed thereto,

Have agreed to conclude the present Supplementary Arrangement, hereinafter the Arrangement, with a view to establishing modalities of cooperation in the organization of a popular consultation on the status of East Timor on the basis of a direct, secret and universal ballot.

Article 1

The United Nations and IOM shall cooperate in the organization of the popular consultation to be held on 8 August 1999 at locations of major concentration of East Timorese outside East Timor (in Indonesia, Mozambique, Macao, Portugal and the United States of America) (hereinafter "external voting"), subject to agreements concluded between the United Nations and the host country concerned.

Article 2

Overall responsibility for the conduct of the consultation process resides with the United Nations. IOM shall be responsible for the organization of the external voting process, including voter registration and balloting, and related information dissemination activities as may be agreed upon between the Parties.

Article 3

The United Nations shall bear all costs relating to the external voting process and other services provided by IOM hereunder, in accordance with the budget agreed upon for this purpose by the Parties and attached to this Arrangement as an annex.

The budget may be amended by mutual written agreement.

Upon the expiration or termination of this Arrangement, IOM shall submit financial reports to the United Nations, which shall include detailed information on all services and activities provided by IOM hereunder.

Article 4

IOM shall be responsible for the procurement of goods and services required to support the external voting process. These and related operating costs, including overheads, shall be reimbursed by the United Nations in accordance with the budget agreed by the Parties, which may be amended by mutual agreement.

Within ten days following the signature of this Arrangement, the United Nations will deposit 50 per cent of the budget in an IOM-designated account; a further 40 per cent will be deposited within one month following the signature and the remaining 10 per cent within 30 days following submission of the final financial reports.

Article 5

The United Nations shall seek the agreement of each host country for the provision of adequate premises free of charge for registration centres and polling stations.

Article 6

Pursuant to article VI of the Cooperation Agreement, a United Nations Certificate shall be issued to staff of IOM performing functions or traveling on official business for the United Nations.

The United Nations shall seek the agreement of the host country for the applicability, *mutatis mutandis*, of the 1946 Convention on the Privileges and Immunities of the United Nations to IOM, and for any other facilities necessary for the conduct of the voting process.

Article 7

The Secretariat of the United Nations and the Administration of IOM shall consult each other regularly on matters relating to the implementation of this Arrangement.

Article 8

Any dispute, controversy or claim arising out of or relating to the Agreement, including its invalidity, breach or termination, shall be settled amicably through discussion and negotiation.

Article 9

This Arrangement shall enter into force on the date of its signature by the duly authorized representatives of the two organizations and shall remain in force until the completion of the voting process and the settlement of all pending issues related thereto.

IN WITNESS WHEREOF, the undersigned representatives of the Secretariat of the United Nations and the Administration of the International Organization for Migration have signed the present Arrangement.

SIGNED this 8th day of June 1999 at New York in two originals in the English language.

For the United Nations:
(Signed) Kieran PRENDERGAST
Under-Secretary-General for
Political Affairs

*For the International
Organization for Migration:*
(Signed) Robert G. PAIVA
Permanent Observer to the United Nations
International Organization for Migration

ANNEX

Summary IOM budget for East Timor external voting

(In United States dollars)

	Country office	Quantity of voter registration centres	Cost per voter registration centre	Total
Coordinating office, Darwin	242,000			
Indonesia	180,000	10	50,000	500,000
Portugal	85,000	2	72,000	144,000
United States	85,000	1	51,000	51,000
Mozambique	85,000	1	51,000	51,000
Macao	85,000	1	51,000	51,000
Subtotal	762,000			797,000
Total coordinating offices and voter registration centres	1,559,000			
Overhead (10 per cent)	155,900			
GRAND TOTAL	1,714,900			

- (i) Memorandum of Understanding between the United Nations (United Nations Office for Drug Control and Crime Prevention) and the United Nations Interregional Crime and Justice Research Institute and the Government of the Republic of Hungary regarding a joint pilot project in the framework of the global programme against corruption. Signed at Budapest on 9 June 1999¹²

The United Nations Centre for International Crime Prevention, Office for Drug Control and Crime Prevention (hereinafter called "the Centre") and the United Nations Interregional Crime and Justice Research Institute (hereinafter called "the Institute") and the Government of the Republic of Hungary (hereinafter called "the Government"),

Aware of the threat posed by corruption to democracy, the rule of law and economic activity,

Drawing attention to the increasing number of international instruments recently developed to fight corruption, including the Organization for Economic Cooperation and Development Convention on Combating Bribery in International Business Transactions, signed at Paris on 17 December 1997, the Council of Europe Criminal Law Convention on Corruption and Agreement Establishing the Group of States against Corruption, the conventions and related protocols on corruption of the European Union as well as best practices, such as those compiled by the Financial Action Task Force on Money Laundering, the Basel Committee on Banking Supervision and the International Organization of Securities Commissions,

Commending the efforts in the United Nations to address the problem of corruption at the global level, including the United Nations Declaration against Corruption and Bribery in International Commercial Transactions, the International Code of Conduct for Public Officials and the ongoing development of the draft United Nations Convention against Transnational Organized Crime and protocols thereto by the Ad Hoc Committee on the Elaboration of a Convention against Transnational Organized Crime, established pursuant to General Assembly resolution 53/111 of 9 December 1998,

Welcoming the elaboration by the United Nations Centre for International Crime Prevention Office for Drug Control and Crime Prevention, in cooperation with the United Nations Interregional Crime and Justice Research Institute, of a global programme against corruption,

Taking into account the continuous consultations between the Government of Hungary and the Office for Drug Control and Crime Prevention to cooperate in the fight against corruption within the framework of the above global programme against corruption,

Agree as follows:

Article 1

The Centre and the Institute and the Government will cooperate in developing and implementing a joint pilot project in the framework of the global programme against corruption, along the following lines:

- (a) Organization of a scientific expert meeting for identifying the methodology and tools for a rapid assessment in the field of corruption;
- (b) Developing and carrying out a rapid assessment of the corruption situation in Hungary;
- (c) Joint evaluation of the findings of the rapid assessment;
- (d) Developing and carrying out a comprehensive analysis of the corruption situation in Hungary;
- (e) Organization of an international seminar to present and discuss the results of the analysis and sharing the applicable methodological tools with countries interested;
- (f) Testing the transparency and monitoring mechanisms of the global programme against corruption.

Once agreement has been reached by the parties on the content of the above joint activities, a project document should be formulated in accordance with United Nations rules and practice, containing, inter alia, information on budget, timetable of activities and respective tasks of the parties in accordance with articles 2 and 3.

The launching of project activities may begin as soon as possible subject to the availability of required funding.

Article 2

The Centre and the Institute, within the framework of the project document mentioned above, will:

(a) Make every effort to secure the necessary financial resources, including contributions from interested donors as required, and provide international expertise to support the joint pilot project in order to ensure its implementation;

(b) Carry out the activities foreseen by the joint pilot project as the Centre and the Institute and the competent Hungarian authorities may agree;

(c) Identify, together with the competent Hungarian authorities, relevant partners for the proper coordination and implementation of activities against corruption.

Article 3

The Government, through the Ministries of Justice and Interior and within the framework of the above-mentioned project document, will:

(a) Provide relevant information needed in the preparation and implementation of the joint pilot project in close cooperation with the competent Hungarian authorities;

(b) Provide national expertise for developing and implementing the joint pilot project;

(c) Consult with the Centre and the Institute, as required, in priority areas relevant for the joint pilot project.

Article 4

Following the completion of the joint pilot project, the Centre and the Institute and the Government will discuss possible future forms of cooperation outlined in the global programme against corruption.

Article 5

Nothing in this Memorandum of Understanding shall imply or be construed as a waiver or modification of the privileges and immunities of the United Nations.

Article 6

This Memorandum of Understanding shall enter into force on the date of signing by the Parties.

Article 7

This Memorandum of Understanding may be terminated by any Party by giving a written notice of one month to the other Party.

DONE at Budapest, in duplicate, in English and Hungarian, on this ninth day of June one thousand nine hundred and ninety-nine.

(Signed) Pino ARLACCHI

*for the Office for Drug Control
and Crime Prevention
and for the United Nations Interregional
Crime and Justice Research Institute*

(Signed) Ibolya DAVID

*for the Government
of the Republic of Hungary*

- (j) Memorandum of Understanding between the United Nations and the Government of the United Kingdom of Great Britain and Northern Ireland for the contribution of personnel to the International Tribunal for the Former Yugoslavia. Signed at The Hague on 10 June 1999¹³.*

Whereas the United Nations Security Council, in its resolutions 808 (1993) of 22 February 1993 and 827 (1993) of 25 May 1993, decided to establish an international tribunal for the sole purpose of prosecuting persons responsible for serious violations of international humanitarian law committed in the territory of the Former Yugoslavia between 1 January 1991 and a date to be determined by the Security Council upon the restoration of peace (hereinafter "the International Tribunal"),

Whereas by paragraph 5 of resolution 827 (1993) the Security Council urged States and intergovernmental and non-governmental organizations to contribute funds, equipment and services to the International Tribunal, including the offer of expert personnel,

Whereas the United Nations Security Council, in its resolution 1244 (1999) of 10 June 1999, decided on the deployment in Kosovo, under United Nations auspices, of an international civil and security presence,

Whereas the United Nations Security Council, in its resolution 1244 (1999) of 10 June 1999, demanded full cooperation by all concerned, including the international security presence, with the International Tribunal,

Whereas the Secretary-General may accept type II gratis personnel on an exceptional basis in accordance with the conditions established by the General Assembly in its resolution 51/243 of 15 September 1997 and guidelines approved by the General Assembly in its resolution 52/234 of 26 June 1998,

Whereas under General Assembly resolution 51/243, on 9 June 1999 the Secretary-General proceeded to approve a request of the Prosecutor of the International Tribunal to accept experts to provide temporary and urgent assistance for the specialized functions as identified by the Prosecutor, for a period of six months,

Whereas the Government of the United Kingdom of Great Britain and Northern Ireland (hereinafter "the Government") offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of this Memorandum of Understanding,

Now therefore the United Nations and the Government (hereinafter "the Participants") have reached the following understanding:

Paragraph I

TERMS AND CONDITIONS OF THE GOVERNMENT

1. The Government will make available to the International Tribunal for the duration and purposes of this Memorandum of Understanding the services of experts for certain specialized functions as identified by the Prosecutor of the International Tribunal (hereinafter "United Kingdom Personnel") listed in annex I hereto. Changes and modifications to annex I may be made with the mutual consent of the Participants.

* Annexes are not published herein.

2. The Government will pay all expenses in connection with the services of the United Kingdom Personnel, including salaries, travel costs to and from the location where the United Kingdom Personnel are based, and allowances and other benefits to which they are entitled, except as hereinafter provided. In this regard, annual leave may be taken by United Kingdom Personnel in accordance with their terms of service with the Government but may not exceed leave entitlements of staff members. Accordingly, United Kingdom Personnel accepted for a period of six months or less may be granted leave up to a maximum of one and one half days for each full month of continuous service. United Kingdom Personnel accepted for a period of more than six months and United Kingdom Personnel whose services are extended beyond six months may be granted leave up to a maximum of two and one half days for each full month of continuous service. Leave plans must be approved in advance by, or on behalf of, the head of the United Nations department or office concerned.

3. The Government will ensure that during the entire period of service under this Memorandum of Understanding, the United Kingdom Personnel are covered by adequate medical and life insurance, as well as insurance coverage for service-incurred illness, disability or death, with extended war risk coverage.

Paragraph II

TERMS AND CONDITIONS OF THE UNITED NATIONS

1. The United Nations will, as appropriate, provide the United Kingdom Personnel with office space, support staff and other resources necessary to carry out the tasks assigned to them.

2. Costs incurred by United Kingdom Personnel undertaking official travel in the discharge of their functions, in so far as not provided by the international civil and security presences deployed under United Nations auspices in Kosovo, will be paid by the United Nations on the same basis as costs incurred by staff members, including payment of daily or mission subsistence allowance, as applicable.

3. The United Nations does not accept any liability for claims for compensation in respect of illness, injury or death of the United Kingdom Personnel, 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. Any amounts payable by the United Nations will be reduced by amounts of any coverage under the insurance referred to in article I, section 3, of this Memorandum of Understanding.

Paragraph III

TERMS AND CONDITIONS OF THE UNITED KINGDOM PERSONNEL

The Government consents to the terms and obligations specified below, and will, as far as applicable, ensure that the United Kingdom Personnel performing services under this Memorandum of Understanding comply with these terms and conditions:

(a) The United Kingdom Personnel will perform their functions under the authority, and in full compliance with, the instructions of the Prosecutor of the International Tribunal, and any person acting on his or her behalf;

(b) The United Kingdom Personnel will respect the impartiality and independence of the United Nations and will neither seek nor accept instructions regard-

ing the services performed under this Memorandum of Understanding from any Government or from any authority external to the International Tribunal;

(c) The United Kingdom Personnel will refrain from any conduct which would adversely reflect on the United Nations and will not engage in any activity which is incompatible with the aims and objectives of the United Nations;

(d) The United Kingdom Personnel will comply with all rules, regulations, instructions, procedures or directives issued by the United Nations and the International Tribunal;

(e) 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 of the International Tribunal, to the media or to any institution, person, Government or other authority external to the United Nations, any information that has not been made public, and which has become known to them by reason of their association with the United Nations. They will not use any such information without the written authorization of the Prosecutor of the International Tribunal, and in any event, such information will not be used for personal gain. These obligations do not lapse upon expiration of this Memorandum of Understanding;

(f) The members of the United Kingdom Personnel will sign an understanding in the form attached to this Memorandum of Understanding in annex II.

Paragraph 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. While performing functions for the United Nations, the United Kingdom Personnel will be considered as "experts on mission" within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

Paragraph V

ACCOUNTABILITY

1. Unsatisfactory performance or failure to conform to the standards of conduct set out above may lead to termination of service, for cause, at the initiative of the United Nations. One month's notice will be given in such cases.

2. Any serious breach of the duties, terms and conditions which, in the view of the Secretary-General, would justify separation before the end of the notice period will be immediately reported to the Government, with a view to obtaining agreement on an immediate cessation of service. The Secretary-General may decide to limit or bar access to United Nations premises of the individual involved when the circumstances so warrant.

3. The Government will reimburse the United Nations for financial loss or for damage to United Nations-owned equipment or property caused by United Kingdom Personnel provided by the Government if such loss or damage (a) occurred outside the performance of services with the United Nations, or (b) arose or resulted from gross negligence or wilful misconduct or violation or reckless disregard of applicable rules and policies by such United Kingdom Personnel.

Paragraph VI

THIRD-PARTY CLAIMS

The United Nations will be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the actions or omissions of the United Kingdom Personnel in the performance of services to the United Nations under the agreement with the Government. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct of the United Kingdom Personnel provided by the donor, the Government will be liable to the United Nations for all amounts paid by the United Nations to the claimants and all costs incurred by the United Nations in settling such claims.

Paragraph VII

CONSULTATION

The United Nations and the Government will consult with each other in respect of any matter that may arise in connection with this Memorandum of Understanding.

Paragraph VIII

SETTLEMENT OF DISPUTES

Any disputes, controversy or claim arising out of, or relating to, this Memorandum of Understanding will be settled by negotiation or other mutually agreed mode of settlement.

Paragraph IX

ENTRY INTO OPERATION, DURATION AND TERMINATION

This Memorandum of Understanding will enter into operation on 10 June 1999, and will remain in operation for six months, unless terminated earlier by either Participant upon one month's written notice to the other Participant. The Memorandum of Understanding may be extended with the consent of both Participants on the same conditions and for a further agreed period jointly decided on.

Paragraph X

AMENDMENT

This Memorandum of Understanding may be amended by written approval of both Participants. Each Participant will give full consideration to any proposal for an amendment made by the other Participant.

The foregoing record represents the understandings reached between the Government of the United Kingdom of Great Britain and Northern Ireland and the United Nations upon the matters referred to therein.

SIGNED in duplicate by the representative of the Participants at The Hague on the tenth day of June 1999 in the English language.

For the United Nations:

(Signed) Dorothee de Sampayo
GARRIDO-NIJGH
Registrar

*For the Government of the United Kingdom of
Great Britain and Northern Ireland:*

(Signed) Rosemary SPENCER
Ambassador

- (k) Memorandum of Understanding between the United Nations and the Government of Australia establishing modalities of cooperation in the organization of a popular consultation on the status of East Timor. Signed at New York on 18 June 1999¹⁴

The United Nations and the Government of Australia,

Noting the Agreement between the Republic of Indonesia and the Portuguese Republic on the question of East Timor concluded on 5 May 1999, and the Agreement regarding the modalities for the popular consultation of the East Timorese through a direct ballot, annexed thereto,

Have mutually determined to conclude the present Memorandum of Understanding with a view to establishing modalities of cooperation in the organization of a popular consultation on the status of East Timor on the basis of a direct, secret and universal ballot.

Paragraph 1

The United Nations and the Government of Australia acting through the Australian Electoral Commission, will cooperate in the organization of the popular consultation to be held on 8 August 1999 outside East Timor at locations of major East Timorese concentration in Australia (Sydney, Darwin, Perth and Melbourne) (hereinafter "external voting").

Paragraph 2

Overall responsibility for the conduct of the consultation process resides with the United Nations. The Australian Electoral Commission will be responsible for the organization of the external voting process, including voter registration and the balloting, and other related voting responsibilities in accordance with the Directions relating to the Popular Consultation of the People of East Timor through a Direct Ballot agreed upon between the Parties.

Paragraph 3

The Australian Electoral Commission will bear the costs of the voting process.

Paragraph 4

The Chief Electoral Officer of the United Nations Assistance Mission in East Timor and the Administration of the Australian Electoral Commission will consult each other regularly on matters relating to the implementation of this Memorandum of Understanding.

Paragraph 5

This Memorandum of Understanding will take effect on the date of its signature by the duly authorized representatives of the two Parties.

IN WITNESS THEREOF, the undersigned representatives of the Secretariat of the United Nations and the Government of Australia have signed the present Memorandum of Understanding.

SIGNED this 18th day of June 1999 at New York in two originals in the English language.

For the United Nations:

(Signed) Kieran PRENDERGAST
*Under-Secretary General
for Political Affairs*

For the Government of Australia:

(Signed) Penelope Anne WENSLEY
*Permanent Representative of Australia
to the United Nations*

- (I) Memorandum of Agreement between the United Nations and the Government of the United States of America for the contribution of personnel to the International Tribunal for the Former Yugoslavia. Signed at New York on 2 July 1999¹⁵

Whereas the United Nations Security Council, in its resolutions 808 (1993) of 22 February 1993 and 827 (1993) of 25 May 1993, decided to establish an international tribunal for the sole purpose of prosecuting persons responsible for serious violations of international humanitarian law committed in the territory of the Former Yugoslavia between 1 January 1991 and a date to be determined by the Security Council upon the restoration of peace (hereinafter "the International Tribunal"),

Whereas by paragraph 5 of resolution 827 (1993) of 25 May 1993 the United Nations Security Council urged States and intergovernmental and non-governmental organizations to contribute funds, equipment and services to the International Tribunal, including the offer of expert personnel,

Whereas the United Nations Security Council, in its resolution 1244 (1999) of 10 June 1999, decided on the deployment in Kosovo, under United Nations auspices, of an international civil and security presence,

Whereas the United Nations Security Council, in its resolution 1244 (1999) of 10 June 1999, demanded full cooperation by all concerned, including the international security presence, with the International Tribunal,

Whereas the Secretary-General may accept type II gratis personnel on an exceptional basis in accordance with the conditions established by the General Assembly in its resolution 51/243 of 15 September 1997 and guidelines approved by the General Assembly in its resolution 52/234 of 26 June 1998,

Whereas under General Assembly resolution 51/243, on 9 June 1999 the Secretary-General proceeded to approve a request of the Prosecutor of the International Tribunal to accept experts to provide temporary and urgent assistance for the specialized functions as identified by the Prosecutor, for a period of six months,

Whereas the Government of the United States of America (hereinafter "the Government") offered to make available to the United Nations the services of qualified personnel to assist, in accordance with the terms of this Memorandum of Agreement,

Now therefore the United Nations and the Government (hereinafter "the Parties") have reached the following understanding:

Article I

OBLIGATIONS OF THE GOVERNMENT

1. The Government agrees to make available to the International Tribunal for the duration and purposes of this Agreement the services of expert personnel (hereinafter "United States Personnel") listed in annex I hereto. Changes and modifications, to the annex may be made with the agreement of the Parties.

2. The Government undertakes to pay all expenses in connection with the services of the United States Personnel, including salaries, travel costs to and from the location where the United States Personnel are based, and allowances and other benefits to which they are entitled, except as hereinafter provided. In this regard, annual leave may be taken by United States Personnel in accordance with their terms of service with the Government but may not exceed leave entitlements of staff members. Accordingly, United States Personnel accepted for a period of six months or less may be granted leave up to a maximum of one and one half days for each full month of continuous service. United States Personnel accepted for a period of more than six months and United States Personnel whose services are extended beyond six months may be granted leave up to a maximum of two and one half days for each full month of continuous service. Leave plans must be approved in advance by, or on behalf of, the head of the United Nations department or office concerned.

3. The Government undertakes to ensure that during the entire period of service under this Agreement, the United States Personnel are covered by adequate medical and life insurance, as well as insurance coverage for service-incurred illness, disability or death, with extended war risk coverage.

Article II

OBLIGATIONS OF THE UNITED NATIONS

1. The United Nations shall, as appropriate, provide the United States Personnel with office space, support staff and other resources necessary to carry out the tasks assigned to them.

2. Costs incurred by United States Personnel undertaking official travel in the discharge of their functions, in so far as not provided by the international civil and security presences deployed under United Nations auspices in Kosovo, shall be paid by the United Nations on the same basis as costs incurred by staff members, including payment of daily or mission subsistence allowance, as applicable.

3. The United Nations does not accept any liability for claims for compensation in respect of illness, injury or death of the United States Personnel arising out of or related to the provision of services under this Agreement, except where such illness, injury or death results directly from the gross negligence of the officials or staff of the United Nations. Any amounts payable by the United Nations shall be reduced by amounts of any coverage under the insurance referred to in article I, section 3, of this Agreement.

Article III

OBLIGATIONS OF THE UNITED STATES PERSONNEL

The Government agrees to the terms and obligations specified below, and shall, as appropriate, ensure that the United States Personnel performing services under this Agreement comply with these obligations:

(a) The United States Personnel shall perform their functions under the authority of, and in full compliance with, the instructions of the Prosecutor of the International Tribunal, and any person acting on his or her behalf;

(b) The United States Personnel shall undertake to respect the impartiality and independence of the United Nations and shall neither seek nor accept instructions regarding the services performed under this Agreement from any Government or from any authority external to the International Tribunal;

(c) The United States Personnel shall refrain from any conduct which would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations;

(d) The United States Personnel shall comply with all rules, regulations, instructions, procedures or directives issued by the United Nations and the International Tribunal;

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

(f) The members of the United States Personnel shall sign an undertaking in the form attached to this Agreement in annex II.

Article IV

LEGAL STATUS OF THE UNITED STATES PERSONNEL

1. The United States Personnel shall not be considered in any respect as being officials or staff of the United Nations.

2. While performing functions for the United Nations, the United States Personnel shall be considered as "experts on mission" within the meaning of article VI, sections 22 and 23, of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

Article V

ACCOUNTABILITY

1. Unsatisfactory performance or failure to conform to the standards of conduct set out above may lead to termination of service, for cause, at the initiative of the United Nations. One month's notice shall be given in such cases.

2. Any serious breach of the duties and obligations that, in the view of the Secretary-General, would justify separation before the end of the notice period will be immediately reported to the Government, with a view to obtaining agreement on an immediate cessation of service. The Secretary-General may decide to limit or bar access to United Nations premises by the individual involved when the circumstances so warrant.

3. The Government will reimburse the United Nations for financial loss or for damage to United Nations-owned equipment or property caused by United States Personnel provided by the Government if such loss or damage (a) occurred outside

the performance of services with the United Nations, or (b) arose or resulted from gross negligence or wilful misconduct or violation or reckless disregard of applicable rules and policies by such United States Personnel.

Article VI

THIRD-PARTY CLAIMS

The United Nations shall be responsible for dealing with claims by third parties where the loss of or damage to their property, or death or personal injury, was caused by the actions or omissions of the United States Personnel in the performance of services to the United Nations under the agreement with the Government. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct of the United States Personnel provided by the donor, the Government shall be liable to the United Nations for all amounts paid by the United Nations to the claimants and all costs incurred by the United Nations in settling such claims.

Article VII

CONSULTATION

The United Nations and the Government shall consult with each other in respect of any matter that may arise in connection with this Agreement.

Article VIII

SETTLEMENT OF DISPUTES

Any disputes, controversy or claim arising out of or relating to this Agreement shall be settled by negotiation or other mutually agreed mode of settlement.

Article IX

ENTRY INTO FORCE, DURATION AND TERMINATION

The Agreement shall enter into force on ..., and shall remain in force for six months unless terminated earlier by either Party upon one month's written notice to the other Party. The Agreement may be extended with the consent of both Parties on the same conditions and for a further agreed period.

Article X

AMENDMENT

This Agreement may be amended by written agreement of both Parties. Each Party shall give full consideration to any proposal for an amendment made by the other Party.

IN WITNESS WHEREOF, the respective representatives of the United Nations and the Government of the United States of America have signed this Agreement.

DONE in New York, this 2nd day of July in the year 1999, in two originals in the English language.

For the United Nations:

(Signed) Rafiah SALIM
Assistant Secretary-General
Office of Human Resources
Management

*For the Government
of the United States of America:*

(Signed) Carolyn WILLSON
Acting Legal Adviser
United States Mission to the United Nations

(m) Memorandum of Agreement between the United Nations (United Nations Office for Project Services) and the Government of New Zealand. Signed at New York on 6 July 1999¹⁶

Preamble

Whereas the United Nations General Assembly, in its resolution 53/26, adopted on 17 November 1998, paragraph 2, welcomed “the efforts made by the United Nations to foster the establishment of mine-clearance capacities in countries where mines constitute a serious threat to the safety, health and lives of the local population”, also emphasized, in paragraph 7, “the important role of the United Nations in the effective coordination of mine-action activities, including those by regional organizations”,

Whereas the United Nations involvement in mine action in Kosovo is more specifically mandated by the Security Council in its resolution 1244 (1999) adopted by the Council on 10 June 1999, which supports the deployment of an international civil presence, the responsibilities of which include “supporting, in coordination with international humanitarian organizations, humanitarian and disaster relief aid” (para. 11(h)) and “assuring the safe and unimpeded return of all refugees and displaced persons to their homes in Kosovo” (para. 11(k)),

Whereas since the international civil presence in Kosovo will take more time to deploy and become operational than the international security presence, Security Council resolution 1244 (1999) provides for temporary assistance in mine action by the international security presence. Thus, the responsibilities of the international security presence include “supervising demining until the international civil presence can, as appropriate, take over responsibility for this task” (para. 9(e)),

Whereas, in this connection, the Government of New Zealand (hereinafter referred to as “the Donor”) agreed to make available to the United Nations the services of certain personnel for assignments of limited duration to assist in carrying out the objectives of the United Nations in emergency humanitarian coordination activities,

Whereas the United Nations Mine Action Service has established a project, “Mine Action Programme—Kosovo” (hereinafter referred to as “the Project”), financed through the United Nations Voluntary Trust Fund and executed by the United Nations Office for Project Services (hereinafter referred to as “UNOPS”) for establishing a Mine Action Coordination Centre in Kosovo,

Whereas, in support of this project, the Donor has expressed interest to make available to the Project the services of a technical adviser as the Chief of the Mine Action Coordination Centre to support the mine-action activities in Kosovo and to assist in carrying out the objectives of the Project,

Whereas the Donor and UNOPS (hereinafter referred to as “the Parties”) wish to ensure the terms and conditions under which the technical adviser shall be deployed,

The Parties agree as follows:

Article I

PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to set forth the terms and conditions under which the Chief of the Mine Action Coordination Centre may be made available by

the Donor to the Project to assist in the mine action activities in the region in and around Kosovo and to assist in carrying out the objectives of the Project. Unless specifically provided otherwise, the terms and conditions of the Agreement shall apply only in the region in and around Kosovo.

Article II

DURATION, AMENDMENT AND TERMINATION

1. This Agreement shall enter into force upon signature and shall apply as from 18 June 1999. Unless otherwise determined by the parties, the Chief of the Mine Action Coordination Centre shall be withdrawn from assignment on 17 December 1999. The Agreement shall expire on the withdrawal of the Chief of the Mine Action Coordination Centre.

2. No modification of or change in this Agreement, waiver of any of its provisions or additional contractual provisions shall be valid or enforceable unless previously approved in writing by the Parties to this Agreement or their duly authorized representatives in the form of an amendment to this Agreement duly signed by the Parties hereto.

3. This Agreement may be terminated by either Party before completion of the Agreement by giving thirty (30) days' written notice to the other Party, and the Donor shall be responsible for all costs associated with repatriating the Chief of the Mine Action Coordination Centre.

Article III

OBLIGATIONS OF THE DONOR

1. The Donor agrees to provide a technical adviser selected in consultation with UNOPS to perform the services of the Chief of the Mine Action Coordination Centre as described in the attached terms of reference (annex A), which forms an integral part of this Agreement. The Chief of the Mine Action Coordination Centre will work under the overall supervision of the UNOPS Mine Action Unit and in consultation with the United Nations Mine Action Service.

2. The Donor shall be responsible for all of the costs associated with providing the services of the Chief of the Mine Action Coordination Centre, including but not limited to salary and national allowances, except for a round-trip airline ticket from New York to Skopje, former Yugoslav Republic of Macedonia, and mission subsistence allowance as described in article VI(8) below.

3. The Donor shall ensure that, during the entire period of service under this Agreement, the Chief of the Mine Action Coordination Centre is a participant in a national health-care scheme and/or is covered by adequate medical and life insurance, and is covered by appropriate arrangements assuring compensation in the case of illness, disability or death. Notwithstanding article VI(6) and (7) below, the Donor shall ensure that the Chief of the Mine Action Coordination Centre is covered by adequate medical and security evacuation insurance. The Donor shall be responsible for any costs related to the provision of the above requirements.

4. The Donor agrees that the Chief of the Mine Action Coordination Centre shall remain for six months in country inclusive of any accumulated leave to perform the services set forth in annex A. Where necessary, the Donor, in consultation with UNOPS, may withdraw the Chief of the Mine Action Coordination Centre for disciplinary, medical, compassionate, administrative or security reasons.

Article IV

OBLIGATIONS OF THE CHIEF OF THE MINE ACTION COORDINATION CENTRE

1. The Donor agrees to the terms and obligations specified below, and shall accordingly ensure that the Chief of the Mine Action Coordination Centre performing services under this Agreement is instructed to comply with these obligations:

(a) During the period of his assignment to UNOPS, the Chief of the Mine Action Coordination Centre will be subject to the managerial authority of UNOPS, vested in the Executive Director of UNOPS and responsible to UNOPS in the exercise of his functions. Accordingly, the Executive Director or his designated representative shall have managerial authority over the deployment, organization, conduct and direction of the Chief of the Mine Action Coordination Centre made available under this Agreement. During the period of this Agreement, such authority shall be exercised on behalf of the Executive Director by the Division Chief, UNOPS Mine Action Unit. The Division Chief, UNOPS Mine Action Unit, shall have general responsibility for coordination of all implementation activities under the Project;

(b) The Chief of the Mine Action Coordination Centre shall report to the Division Chief, UNOPS Mine Action Unit, on all technical and administrative matters concerning implementation of the Project. Any policy or priority setting decision taken by the United Nations Mine Action Service that has an effect on the implementation of the Project will be communicated first to UNOPS and then to the Chief of the Mine Action Coordination Centre so that UNOPS has the opportunity to amend implementation modalities;

(c) During his assignment with UNOPS, the Chief of the Mine Action Coordination Centre shall regulate his conduct with the interests of UNOPS only in view. The Chief of the Mine Action Coordination Centre shall not seek or accept instructions in respect of the performance of his duties from any authority external to UNOPS, except for decisions taken by the United Nations Mine Action Service as described in sub-paragraph (b) above, nor shall the Donor give such instructions to him, except on matters pertaining to his personal status as Chief of the Mine Action Coordination Centre;

(d) During his assignment with UNOPS, the Chief of the Mine Action Coordination Centre will not engage in any activity that is not compatible with the discharge of his duties with UNOPS. The Chief of the Mine Action Coordination Centre will exercise the utmost discretion in all matters of official business for UNOPS; the Chief of the Mine Action Coordination Centre will not communicate at any time to any other person, Government or authority external to UNOPS any information known to him by reason of his association with UNOPS which has not been made public, except in the course of his duties or by authorization of the UNOPS Executive Director or the Division Chief, UNOPS Mine Action Unit, nor shall he ever use such information for private gain. These obligations do not lapse upon cessation of service with UNOPS;

(e) The Donor shall ensure that the Chief of the Mine Action Coordination Centre meets the standards established by UNOPS for service with UNOPS as set forth in annex A, and shall comply with policies and procedures laid down by UNOPS regarding medical or other clearances, vaccinations, travel, shipping, leave or other entitlements. The standards of conduct expected of international civil servants shall be applicable to the Chief of the Mine Action Coordination Centre;

(f) The Chief of the Mine Action Coordination Centre shall be responsible to the Division Chief, UNOPS Mine Action Unit, performing the tasks indicated in the terms of reference attached in annex A;

(g) The Chief of the Mine Action Coordination Centre shall not engage in actual mine clearance activities other than in a supervisory or emergency assistance capacity. In addition, he is permitted to carry out mine clearance activities to secure safe operation for himself. UNOPS must authorize such activities in advance;

(h) The Chief of the Mine Action Coordination Centre will submit at the end of the assignment to the Division Chief, UNOPS Mine Action Unit, a final report on the activities performed during the entire duration of the assignment.

Article V

STATUS OF THE CHIEF OF THE MINE ACTION COORDINATION CENTRE

1. The Chief of the Mine Action Coordination Centre shall not be considered in any respect as being an official or a staff member of UNOPS or the United Nations. He shall have the status of an expert on mission in accordance with article VI, section 22, of the 1946 Convention on the Privileges and Immunities of the United Nations.

2. UNOPS shall take necessary steps to ensure that the appropriate Governments are aware of and respect the status accorded Chief of the Mine Action Coordination Centre under the Convention and shall issue the Chief of the Mine Action Coordination Centre an identity certificate as provided for in article VII, section 26, thereof.

3. The Chief of the Mine Action Coordination Centre shall benefit from all privileges and immunities of being an expert on mission for the United Nations, including immunity from personal arrest, subject to the right and duty of the Secretary-General of the United Nations to waive immunity where such immunity otherwise would impede the course of justice and can be waived without prejudice to the successful completion of the Project or to the interests of UNOPS or the United Nations.

Article VI

OBLIGATIONS OF THE UNITED NATIONS OFFICE FOR PROJECT SERVICES

1. UNOPS shall provide the Chief of the Mine Action Coordination Centre sufficient office space, access to telephone and facsimile, radios to maintain contact with deployed personnel and sets of maps pertaining to areas of operations.

2. UNOPS shall provide sufficient specialized or support equipment required by the Chief of the Mine Action Coordination Centre for the performance of his functions.

3. UNOPS shall provide the Chief of the Mine Action Coordination Centre with transport within the region reasonably necessary for the performance of his operational functions and shall be responsible for the provision of the necessary funds for the maintenance of all project vehicles.

4. The Chief of the Mine Action Coordination Centre shall be entitled to the same security while on official duty, including while travelling in the course of his duties, as other United Nations personnel. UNOPS shall advise the Special

Representative of the Secretary-General or his designated representative of the name of the Chief of the Mine Action Coordination Centre that may be assigned pursuant to the Agreement for this purpose.

5. UNOPS shall keep the Donor informed of the activities and proposed activities involving the Chief of the Mine Action Coordination Centre and, in particular, of any circumstance which may lead to a requirement for medical or security evacuation of the Chief of the Mine Action Coordination Centre.

6. UNOPS shall be responsible for providing casualty evacuation in-country to the Chief of the Mine Action Coordination Centre in case of injury during the course of performing his duties and medical evacuation to a proper medical facility in the region in case of injury or illness. Any medical evacuations from a third country will be borne by the Donor.

7. UNOPS undertakes no responsibilities in respect of life, health, accident, travel or any other insurance coverage for any person which may be necessary or desirable for the purpose of this Agreement or for any personnel performing services under this Agreement. Such responsibilities shall be bore by the Donor.

8. UNOPS shall pay daily subsistence allowance in New York and mission subsistence allowance established at the United Nations rate on a monthly basis in Kosovo to the Chief of the Mine Action Coordination Centre. In the event that the Project provides accommodation to the Chief of the Mine Action Coordination Centre, the mission subsistence allowance shall be adjusted in accordance with United Nations rules and regulations. In addition, UNOPS shall provide a round-trip airline ticket from New York to Skopje, former Yugoslav Republic of Macedonia.

Article VII

CONSULTATION

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

Article VIII

ADMINISTRATIVE MATTERS

Correspondence with the Chief of the Mine Action Coordination Centre on all administrative arrangements connected with assignment and travel, both prior to departure for the mission area and after completion of assignment with UNOPS, will be conducted by UNOPS headquarters in New York. During assignment in the mission area, the Chief of the Mine Action Coordination Centre shall deal through the Division Chief, UNOPS Mine Action Unit, on all administrative matters resulting from his assignment.

Article IX

DUTY SCHEDULE AND LEAVE

1. Hours of duty

Hours of duty are determined by the tasks to be performed and the situation in the area. Working hours may be irregular and longer than standard under normal conditions, especially during the formative stages of the mission or during periods of peak activity.

2. *Leave*

Leave credits are accrued at the rate of 2.5 days per month of completed service. UNOPS is not responsible for other travel costs in association with leave. The following general conditions apply to the granting of leave:

- (a) Leave may not be taken before it is earned;
- (b) All arrangements for leave are subject to the exigencies of services, and must be approved in advance by UNOPS;
- (c) Unauthorized absence, except for reasons beyond the individual's control, will be charged to accrued leave;
- (d) During the final month of service, no more than 12 days of leave may be approved.

3. *Sick leave*

All absence from duty for medical reasons shall be immediately reported to the supervising UNOPS officer.

Article X

NOTIFICATION OF WITHDRAWAL

1. The Donor shall not withdraw its Chief of the Mine Action Coordination Centre from UNOPS without giving reasonable prior notification to the UNOPS Executive Director.

2. Should the UNOPS Executive Director decide to reduce the numbers of personnel required for UNOPS field activities, he shall give reasonable prior written notification to the Donor.

3. Should the Donor or UNOPS wish to terminate the assignment of the Chief of the Mine Action Coordination Centre during the course of the assignment, repatriation will be promptly effected and the costs borne by the Donor.

Article XI

GENERAL PROVISIONS

1. This Agreement and the annexes attached hereto shall form the entire Agreement between the Donor and UNOPS, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Agreement.

2. The rights and obligations of the Donor and the Chief of the Mine Action Coordination Centre are limited to the terms and conditions of this Agreement. Accordingly, the Donor and the Chief of the Mine Action Coordination Centre performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement except as expressly provided in this Agreement.

3. The Parties agree to waive any claims against each other as related to injury of personnel or damage to goods and equipment, unless such injury or damage is a result of gross negligence or wilful misconduct. UNOPS shall further hold harmless the Donor for any third-party claims that may arise in the course of the performance of the Chief of the Mine Action Coordination Centre's official duties under this Agreement, including words spoken or written and acts done by them; however, the Donor shall accept responsibility for any third-party claims arising from gross neg-

ligence or wilful misconduct of the Chief of the Mine Action Coordination Centre outside his official duties.

4. Any controversy or claim arising out of or in accordance with this Agreement or any breach thereof shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the Parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

5. Nothing in or relating to this Agreement shall be deemed a waiver of any privileges and immunities of the United Nations or UNOPS.

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of UNOPS and of the Donor, respectively, have on behalf of UNOPS and the Donor signed the present Memorandum of Agreement on the dates indicated below their respective signatures.

On behalf of the Government of New Zealand:

(Signed) Trevor HUGHES

Acting Permanent Representative of New Zealand to the United Nations

New York

UNOPS, as represented by:

(Signed) Reinhart HELMKE

Executive Director

Date: 6 July 1999

ANNEX A

Terms of reference for the Chief of the Mine Action Coordination Centre in Kosovo

The Chief of the Mine Action Coordination Centre will be responsible for all personnel, equipment and operations of the Mine Action Coordination Centre. He will direct and supervise the work of all staff of the Centre at headquarters and in the regional offices. The Chief of the Mine Action Coordination Centre will work under the overall supervision of the UNOPS Mine Action Unit, who will consult regularly with the United Nations Mine Action Service for policy and operational guidance, and shall consult closely with the staff of the appropriate authorities (whether governmental or international), as appropriate.

While the technical supervision and administration of the Consultant will be a UNOPS responsibility, the United Nations Mine Action Service retains overall ownership for the project and will be responsible for:

- (a) Policy formulation and programme guidance;
- (b) Priority setting vis-à-vis programme objective.

This responsibility will be carried out in a coordinated fashion. The Consultant will provide monthly reports simultaneously to both agencies and will receive direction that has been coordinated by and agreed to by both agencies. Any policy or priority setting decision taken by the United Nations Mine Action Service that has an effect on the implementation of the project will be communicated first to UNOPS and then to the Consultant so that UNOPS has the opportunity to amend implementation modalities.

He will also report on a regular basis on the progress of the project to the Special Representative of the Secretary-General or to the Deputy Special Representative of the Secretary-General for Humanitarian Affairs.

More specifically, he will be responsible for the following:

1. The Chief of the Mine Action Coordination Centre will develop a humanitarian emergency mine/UXO clearance plan in cooperation with the Office of the United Nations High Commissioner for Refugees (UNHCR), the United Nations, and United Nations agencies and will advise on all aspects of a comprehensive emergency mine/UXO action programme, including coordination, mine/UXO clearance, mine/UXO survey, mine/UXO-field marking and mine/UXO awareness-training. In the future he will advise and assist the Government in the establishment of a national entity responsible for mine/UXO clearing activities in country (Province).

2. The Chief of the Mine Action Coordination Centre will establish coordination mechanisms and maintain relationships with the North Atlantic Treaty Organization (NATO) and all organizations charged with mine/UXO-related issues in his mission area and will provide advice on all demining matters to those organizations.

3. With the assistance of Mine Information Officer, two Information Management System for Mine Action (IMSMA) Assistants (data entry clerks) and the staff of two regional offices, he will establish a database and master mine/UXO map of Kosovo Province, and will actively seek the information necessary for this database. He will act as the point of contact for United Nations agencies and non-governmental organizations seeking information on the mine/UXO situation in any location of the province.

4. The Chief of the Mine Action Coordination Centre will in the future assist the Government in raising funds for mine/UXO-related activities.

5. He will be assisted in his duties by a Liaison Officer to NATO, a Chief Operations Officer, a Chief Mine Information Officer, a Quality Assurance Officer, a Mine Awareness Officer, a Chief Administrative Officer, an Administrative Assistant, an Office Manager, a Finance Assistant, a Logistics Assistant, two IMSMA Assistants (data entry clerks), a Quality Assurance (QA) Assistant, a Mine Awareness Assistant, an OPS Assistant and two Driver/Interpreters at the Mine Action Coordination Centre headquarters, and by a Regional Mine Officer (Regional Cell Manager), a Deputy Regional Mine Officer, a Regional IMSMA Assistant, a Regional QA Assistant, a Regional Administrative Assistant, and a Driver/Interpreter in each of the two regional offices. He will ensure that United Nations policy and procedures are adhered to by himself and all staff members.

6. The Chief of the Mine Action Coordination Centre will be responsible for maintaining the operations of the Centre within manpower and budgetary limits. He will provide such budgetary estimates as are required and operate within any financial restraints.

7. The Chief of the Mine Action Coordination Centre will carry out other tasks as directed by the UNOPS Mine Action Unit.

Qualifications

- Proven experience in the management of a major demining battle area clearance project
- Practical hands-on experience in demining and explosive ordnance disposal in post-conflict situations
- Thorough knowledge of demining and explosive ordnance equipment
- Fluency in English, sound working knowledge of Serbian/Albanian (desirable)
- Computer literacy
- Experience in mixed-nationality workforces
- Sound technical and mechanical background
- Military experience preferred. If not, candidate should be self-reliant and able to work independently
- Good health

Duration of tenure: six months.

- (n) Agreement between the United Nations and the Czech Republic on the United Nations information centre in Prague. Signed at Prague on 16 July 1999¹⁷

The Czech Republic and the United Nations,

Considering that the Government of the Czech Republic undertakes to assist the United Nations in securing all the necessary facilities for its functioning under the terms of paragraph 3 of General Assembly resolution 1405 (XIV) of 1 December 1959, by which the Secretary-General was requested to enlist the cooperation of the Member States concerned in providing all possible facilities for the establishment of such centres and in assisting actively in efforts to promote wider public understanding of the aims and activities of the United Nations,

Considering that the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 applies to the field offices of the Department of Public Information, which are hence an integral part of the Secretariat of the United Nations,

Considering that it is desirable to conclude an agreement to regulate questions arising as a result of the presence of the United Nations information centre in Prague (hereinafter referred to as “the Centre”),

Have agreed as follows:

Article I

DEFINITIONS

For the purposes of the present Agreement:

(a) The expression “officials of the Centre” means the Director and all members of the staff of the Centre, with the exception of those who are recruited locally and assigned to hourly rates;

(b) The expression “premises of the Centre” means the offices used for the official purposes of the Centre;

(c) The expression “the Government” means the Government of the Czech Republic;

(d) The expression “laws of the Czech Republic” includes:

(i) The Constitution of the Czech Republic;

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

(e) The expression “appropriate Czech authorities” means government, municipal or other authorities in the Czech Republic operating in accordance with the legislation of the Czech Republic;

(f) The expression “the Convention” means the 1946 Convention on the Privileges and Immunities of the United Nations;

(g) The expression “the Secretary-General” means the Secretary-General of the United Nations.

Article II

FUNCTIONS OF THE CENTRE

The United Nations information centre in Prague carries out the functions assigned to it by the Secretary-General within the framework of the Department of Public Information of the United Nations Secretariat.

Article III

STATUS OF THE PREMISES OF THE CENTRE

1. The Convention shall be applicable to the premises of the Centre. The premises of the Centre and the residence of the Director shall be inviolable. No officer or official of the appropriate Czech authorities shall enter the premises of the Centre or the residence of the Director to perform any official duties therein except with the consent of and under conditions determined by the Director.

2. Without prejudice to the provisions of the Convention, the Centre shall seek to prevent its premises from being misused as a refuge by persons who are avoiding prosecution under any law of the Czech Republic, who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process.

3. The appropriate Czech authorities shall exercise due diligence to ensure the security and protection of the premises of the Centre.

Article IV

FACILITIES AND SERVICES

1. The Government undertakes to support the United Nations in securing and maintaining adequate premises and facilities for the Centre.

2. The Government shall provide an annual financial contribution to cover part of the Centre's cost. For 1999, the contribution is set at 750,000 koruny; the precise amount for the following years will be determined in consultation between the Parties to this Agreement.

3. The appropriate Czech authorities shall ensure that the Centre is supplied with the necessary public services and that such public services shall be supplied on equitable terms.

Article V

COMMUNICATION FACILITIES

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

2. No official correspondence or other communication of the Centre shall be subject to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications as may be agreed upon by the Parties to the present Agreement. The Centre 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.

Article VI

OFFICIALS OF THE CENTRE

1. Officials of the Centre 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

notwithstanding that the persons concerned may have ceased to be officials of the United Nations;

(b) Be immune from inspection and seizure of their official baggage, and if the person is the Director of the Centre, be immune from inspection of personal baggage unless there are serious grounds for presuming that it contains articles the import and export of which is prohibited by law or controlled by the quarantine regulations of the Czech Republic;

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

(d) Be exempt from national service obligations;

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

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

(g) Have the freedom to acquire as well as maintain within the Czech Republic or elsewhere, foreign currency accounts as well as foreign securities and the right to take these funds and securities out of the Czech Republic through authorized channels without prohibition or restriction;

(h) Have the right to import their furniture and effects in one or more separate shipments, during the first year from their date of arrival, including two automobiles and, in case of officials accompanied by their dependants, three automobiles.

2. Officials of the Centre, except those who are Czech nationals or who have permanent resident status in the Czech Republic, shall furthermore have the right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports:

(a) Reasonable quantities of certain articles for personal use or consumption and not for gift or sale.

They shall further:

(b) Be exempt from any form of taxation on income derived by them from sources outside the Czech Republic;

(c) Be exempt from taxes and duties in accordance with Czech laws relating to diplomatic missions accredited to the Czech Republic.

3. The Director of the Centre, in addition to the privileges and immunities specified above, shall be accorded in respect of himself, his spouse and minor children, the privileges and immunities, exemptions and facilities normally accorded to heads of diplomatic missions. The name of the Director shall be included in the diplomatic list issued by the Ministry of Foreign Affairs of the Czech Republic.

4. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations regulations and rules, including those covering health and social security schemes.

5. The privileges and immunities under this Agreement are granted solely for the purpose of carrying out effectively the aims and purposes of the United Nations. The Secretary-General shall have the right and the duty to waive the immunity of any staff member whenever in his opinion such immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

Article VII

COOPERATION WITH THE HOST COUNTRY

1. Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the Czech Republic.

2. Should the Government consider that an abuse of a privilege or immunity conferred by the Agreement has occurred, the Director shall, upon request, consult with the appropriate Czech authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Government and to the United Nations, the matter shall be determined in accordance with the procedures set out in article VIII on settlement of disputes.

Article VIII

SETTLEMENT OF DISPUTES

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

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

(b) Disputes involving any official of the Centre who by reason of his official position enjoys immunity, if such immunity has not been waived by the Secretary-General.

2. Any dispute between the Czech Republic and the United Nations concerning the interpretation or application of this Agreement which 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 chosen by the Secretary-General, one to be chosen by the Government of the Czech Republic and the third, who shall be the chairman of the tribunal, to be chosen by the first two arbitrators.

3. Should the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, such third arbitrator shall be chosen by the President of the International Court of Justice at the request of the Government or the Secretary-General.

Article IX

GENERAL PROVISIONS

1. This Agreement shall be construed in the light of its primary purpose of enabling the Centre fully and efficiently to discharge its responsibilities and fulfil its purposes.

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

3. This Agreement shall cease to be in force if the Centre is removed from Czech territory, except for such provisions as may be applicable in connection with the orderly termination of the operations of the Centre in Prague and the disposal of its property therein.

4. This Agreement is subject to approval in conformity with the internal legal regulations valid in the Czech Republic and shall come into force on the day of notification of the approval.

IN WITNESS THEREOF, the undersigned, duly authorized representatives of the Czech Republic and the United Nations, have signed the present Agreement.

DONE at Prague, on 16 July 1999, in two originals in the English language.

For the United Nations:

(Signed) Kofi A. ANNAN
Secretary-General

For the Czech Republic:

(Signed) Jan KAVAN
Minister of Foreign Affairs

- (o) Memorandum of Understanding between the United Nations and the Federal Government of Austria on the enforcement of sentences of the International Tribunal for the Former Yugoslavia. Signed at Vienna on 23 July 1999¹⁸

The United Nations, acting through the International Tribunal for the Former Yugoslavia, hereinafter called “the International Tribunal”, and

The Federal Government of Austria, hereinafter called “the requested State”,

Recalling article 27 of the Statute of the International Tribunal adopted by the Security Council in its resolution 827 (1993) of 25 May 1993, according to which imprisonment of persons sentenced by the International Tribunal shall be served in a State designated by the International Tribunal from a list of States which have indicated to the Security Council their willingness to accept convicted persons,

Noting the willingness of the requested State to enforce sentences imposed by the International Tribunal,

In order to give effect to the judgements and sentences of the International Tribunal,

Have agreed as follows:

Article 1

PURPOSE AND SCOPE OF THE AGREEMENT

This Agreement shall regulate matters relating to or arising out of all requests to the requested State to enforce sentences imposed by the International Tribunal.

Article 2

PROCEDURE

1. A request to the Federal Government of Austria to enforce a sentence shall be made by the Registrar of the International Tribunal (hereinafter “the Registrar”), with the approval of the President of the International Tribunal.

2. The Registrar shall provide the following documents to the requested State when making the request:

(a) A certified copy of the judgement;

(b) A statement indicating how much of the sentence has already been served, including information on any pre-trial detention;

(c) When appropriate, any medical or psychological reports on the convicted person, any recommendation for his or her further treatment in the requested State and any other factor relevant to the enforcement of the sentence.

3. The requested State shall submit the request to the competent national authorities, in accordance with the national law of the requested State.

4. The competent national authorities of the requested State shall promptly decide upon the request of the Registrar, in accordance with national law.

Article 3

ENFORCEMENT

1. In enforcing the sentence pronounced by the International Tribunal, the competent national authorities of the requested State shall be bound by the duration of the sentence.

2. The conditions of imprisonment shall be governed by the law of the requested State, subject to the supervision of the International Tribunal, as provided for in articles 6 to 8 and paragraphs 2 to 4 of article 9 below.

3. The conditions of imprisonment shall be equivalent to those applicable to prisoners serving sentences under Austrian law and shall be in accordance with relevant human rights standards.

Article 4

TRANSFER OF THE CONVICTED PERSON

The Registrar shall make appropriate arrangements for the transfer of the convicted person from the International Tribunal to the competent authorities of the requested State. Prior to his or her transfer, the convicted person will be informed by the Registrar of the contents of this Agreement.

Article 5

RULE OF SPECIALTY

1. A convicted person transferred to the requested State pursuant to the terms of this Agreement shall not be prosecuted or proceeded against in the requested State for any act or conduct committed prior to his or her transfer to the requested State, unless:

(a) The convicted person stays on the territory of the requested State for more than 45 days after his or her release, despite the fact that he or she could leave the requested State; or

(b) The convicted person leaves the requested State and:

(i) Returns voluntarily, or

(ii) Is lawfully brought back by another State.

2. The provisions of this article are without prejudice to article 10 of the Statute of the International Tribunal.

Article 6

MONITORING

1. The competent authorities of the requested State shall allow visits of the prisoner(s) by the International Tribunal, or an entity designated by it, in accord-

ance with article 27 of the Statute of the International Tribunal and, subject to the Statute, with Austrian law. The competent authorities shall allow visits at any time and on a periodic basis, the frequency of visits to be determined by the International Tribunal. Reports on the conditions of detention and the treatment of the prisoner(s), based on the findings of the visits, will be issued, as appropriate.

2. The requested State and the President of the International Tribunal shall consult each other on the findings of the reports referred to in paragraph 1. The President of the International Tribunal may thereafter request the requested State to report to him or her any changes in the conditions of detention suggested in the reports.

Article 7

INFORMATION

1. The requested State shall immediately notify the Registrar:

- (a) Two months prior to the completion of the sentence;
- (b) If the convicted person has escaped from custody before the sentence has been completed;
- (c) If the convicted person has deceased.

2. Notwithstanding the previous paragraph, the Registrar and the requested State shall consult each other on all matters relating to the enforcement of the sentence upon the request of either Party.

Article 8

EARLY RELEASE, PARDON AND COMMUTATION OF SENTENCES

1. If, pursuant to the applicable national law of the requested State, the convicted person is eligible for early release, pardon or commutation of the sentence, the requested State shall notify the Registrar accordingly.

2. The requested State shall inform the Registrar of all circumstances pertaining to the eligibility for early release, pardon or commutation of the sentence.

3. The President of the International Tribunal shall determine, in consultation with the judges of the International Tribunal, whether any early release, pardon or commutation of the sentence is appropriate. The Registrar shall inform the requested State of the President's determination. If the President determines that an early release, pardon or commutation of the sentence is not appropriate, the requested State shall act accordingly.

Article 9

TERMINATION OF ENFORCEMENT

1. The enforcement of the sentence shall cease:

- (a) When the sentence has been completed;
- (b) Upon the demise of the convicted;
- (c) Upon the pardon of the convicted;
- (d) Following a decision of the International Tribunal as referred to in paragraph 2.

2. The International Tribunal may at any time decide to request the termination of the enforcement in the requested State and transfer the convicted person to another State or to the International Tribunal.

3. The competent authorities of the requested State shall terminate the enforcement of the sentence as soon as it is informed by the Registrar of any decision or measure as a result of which the sentence ceases to be enforceable.

4. The provisions of this Agreement shall be without prejudice to the right of the requested State to deport the convicted person after the completion of his or her sentence enforced pursuant to this Agreement, unless the International Tribunal notifies the requested State of the willingness of another State to accept the convicted person.

Article 10

IMPOSSIBILITY TO ENFORCE SENTENCE

If, at any time after the decision has been taken to enforce the sentence, for any legal or practical reasons, further enforcement has become impossible, the requested State shall promptly inform the Registrar. The Registrar shall make the appropriate arrangements for the transfer of the convicted person. The competent authorities of the requested State shall allow for at least sixty days following the notification of the Registrar before taking other measures on the matter.

Article 11

COSTS

The International Tribunal shall bear the expenses related to the transfer of the convicted person to and from the requested State, unless the parties agree otherwise. The requested State shall pay all other expenses incurred by the enforcement of the sentence.

Article 12

ENTRY INTO FORCE

This Agreement shall enter into force 30 days after signature.

Article 13

DURATION OF THE AGREEMENT

1. Upon consultation, either party may terminate this Agreement, with two months' prior notice. This Agreement shall not be terminated before the sentences to which this Agreement applies have been completed or terminated and, if applicable, before the transfer of the convicted as provided for in article 10 has been effected.

2. Notwithstanding paragraph 1 of this article, this Agreement shall be applicable as long as the requested State has notified its willingness to enforce sentences of the International Tribunal in accordance with article 27 of the Statute of the International Tribunal.

3. Articles 3 and 5 to 11 shall remain applicable as long as sentences of the International Tribunal are being enforced by the requested State under the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement.

DONE at Vienna this twenty-third day of July 1999, in duplicate, in the English language.

For the United Nations:

(Signed) Dorothee de SAMPAYO
GARRIDO-NIUGH

Registrar

International Tribunal

for the Former Yugoslavia

For the Federal Government of Austria:

(Signed) Benita FERRERO-WALDNER

State Secretary

Federal Ministry for Foreign Affairs

- (p) Exchange of letters constituting an agreement concerning arrangements between the United Nations and the Government of the Federal Republic of Germany regarding the Seminar on the Prevention of Chemical Accidents and Limitation of their Impact on Transboundary Waters, organized under the auspices of the Economic Commission for Europe, the Meeting of the Parties to the Convention on the Protection and Use of Transboundary Watercourses and International Lakes, and the Meeting of Signatories to the Convention on the Transboundary Effects of Industrial Accidents, held in Hamburg from 4 to 6 October 1999. Signed at Geneva on 2 and 24 August 1999¹⁹

I

LETTERS FROM THE UNITED NATIONS OFFICE AT GENEVA

2 August 1999

Sir,

I have the honour to give you below the text of arrangements between the United Nations and the Government of the Federal Republic of Germany (hereinafter referred to as "the Government") in connection with the Seminar on the Prevention of Chemical Accidents and Limitation of their Impact on Transboundary Waters, organized under the auspices of the Economic Commission for Europe, the Meeting of Parties to the Convention on the Protection and Use of Transboundary Watercourses and International Lakes, and the Meeting of Signatories to the Convention on the Transboundary Effects of Industrial Accidents, to be held, at the invitation of the Government, in Hamburg from 4 to 6 October 1999.

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

2. In accordance with United Nations General Assembly resolution 47/202 of 22 December 1992, part A, paragraph 17, the Government will assume responsibility for any supplementary expenses arising directly or indirectly from the Seminar, namely:

(a) To supply to the ECE staff members who are to be brought to Hamburg air tickets, economy class, Geneva-Hamburg-Geneva, to be used on the airlines that cover this itinerary;

(b) To supply vouchers for excess baggage for documents and records;

(c) To pay to the ECE staff members, on arrival in Hamburg, according to United Nations rules and regulations, a subsistence allowance in local currency at the Organization's official daily rate applicable at the time of the Seminar, together with terminal expenses up to 108 United States dollars per traveller, in convertible currency provided that the traveller submits proof of having incurred such expenses.

3. The Government will provide for the Seminar adequate facilities, including personnel resources, space and office supplies as described in the attached annex.

4. The Government will 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 Seminar; (b) the transportation provided by the Government; and (c) the employment for the Seminar of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand, except in cases of gross negligence or wilful misconduct of these officials and persons.

5. The Convention on the Privileges and Immunities of the United Nations of 13 February 1946, to which the Federal Republic of Germany is a party, shall be applicable to the Seminar.

(a) Accordingly, officials of the United Nations performing functions in connection with this Seminar shall enjoy the privileges and immunities provided under articles V and VII of the said Convention.

(b) Participants attending this Seminar in pursuance of paragraph 1 of this Agreement shall enjoy the privileges and immunities of experts on mission under articles VI and VII of the Convention on the Privileges and Immunities of the United Nations.

(c) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and all persons performing functions in 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.

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

(e) A list with the names and professional functions of all participants in this Seminar indicating their status will be communicated to the host authorities by the Secretariat at the earliest possible opportunity.

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

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

8. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Conventions 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 Federal Republic of Germany which shall enter into force on the date of your reply and shall remain in force for the duration of the Seminar and for such additional period as is necessary for its preparation and winding up.

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

II

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

24 August 1999

Mr. Director-General,

I have the honour to acknowledge receipt of your letter of 2 August 1999 concerning the arrangements between the United Nations and the Government of the Federal Republic of Germany regarding the Seminar on the Prevention of Chemical Accidents and Limitation of their Impact on Transboundary Waters, organized under the auspices of the Economic Commission for Europe, the Meeting of Parties to the Convention on the Protection and Use of Transboundary Watercourses and International Lakes, and the Meeting of Signatories to the Convention on the Transboundary Effects of Industrial Accidents, to be held in Hamburg from 4 to 6 October 1999.

I am pleased to confirm that the conditions listed in your letter are acceptable to the Government of the Federal Republic of Germany.

It is the understanding of the Government of the Federal Republic of Germany that the term "participants" within the meaning of paragraph 5 (b) of the Agreement designates persons who are experts on mission under article VI of the Convention and who are formally notified as such.

As regards the term "privileges and immunities" in paragraph 5 (c) of the Agreement, the Government of the Federal Republic of Germany understands that all privileges and immunities with respect to the session have been dealt with exclusively under paragraphs 5 (a) and (b).

(Signed) Holger EBERLE
Minister
Chargé d'affaires a.i.

- (q) Agreement between the United Nations and the International Tribunal for the Former Yugoslavia regarding the Detention Unit services and facilities. Signed at The Hague on 25 August and 11 September 1999^{20, *}

This Detention Unit Services and Facilities Agreement ("the Agreement") is made this twenty-fifth day of August 1999 by and between the United Nations, an international intergovernmental organization, represented in this matter by the Registrar of the International Tribunal for the Former Yugoslavia ("the Tribunal") and the State of The Netherlands ("the State"), represented in this matter by the Director-General of the Division of Public Law Enforcement of the Ministry of Justice.

Witnesseth:

Whereas the United Nations and the State concluded an Agreement concerning the headquarters of the Tribunal on 29 July 1994,

Whereas the State and the United Nations are signatories of a lease contract of 14 July 1994, amended on 7 January 1999, for the lease ("the Detention Unit Lease") of a detention unit complex ("the Detention Unit") on the premises of the State's Penitentiary Complex Scheveningen ("the Penitentiary Complex") located at Pomptstationsweg, Scheveningen, for the detention of persons awaiting trial before the Tribunal,

Whereas the Tribunal and the State are parties to the Agreement on Security and Order signed on 14 July 1994,

Whereas the Tribunal has promulgated Rules Governing the Detention of Persons Awaiting Trial or Appeal before the Tribunal or Otherwise Detained on the Authority of the Tribunal ("Rules of Detention"), as attached hereto as annex A, and Rules and Regulations relating to the Detention Unit, including Regulations for the Establishment of a Complaints Procedure for Detainees ("Complaints Procedure"), as attached hereto as annex B, Regulations for the Establishment of a Disciplinary Procedure for Detainees ("Disciplinary Procedures"), as attached hereto as annex C, the House Rules for Detainees ("House Rules"), as attached hereto as annex D, and the Regulations to Govern the Supervision of Visits to and Communications with Detainees ("Supervision Regulations"), as attached hereto as annex E, which Rules of Detention and Rules and Regulations relating to the Detention Unit establish certain rights for individuals detained in the Detention Unit,

Whereas the State has promulgated a programme of services and facilities to be provided for the incarceration of detainees and prisoners in the Dutch Prison Service ("the BIBA Programme"),

Whereas the State desires to offer the use of a comprehensive, cost-efficient programme for the service, maintenance and guarding of the Detention Unit and for the care of persons awaiting trial on the terms and conditions stated hereinafter,

Whereas it is the aim of the United Nations to fully satisfy the requirements of the security and welfare of the detainees and to establish the regime that most adequately serves this purpose, on the terms and conditions stated hereinafter,

* Annexes are not published herein. See United Nations Treaty Series, vol. 2085, p. 175.

Whereas it is the desire of the United Nations to obtain the use of the services and facilities contained in the programme designed by the State to address the needs of detainees assigned to the Detention Unit,

Now, therefore, in consideration of the mutual promises and covenants hereinafter contained, the Parties hereto mutually agree as follows:

1. Provision of services and facilities

1.1 The State hereby agrees to provide to the United Nations the services and facilities related to the Detention Unit ("the Services") which are described herein.

1.2 The Services shall include the services and facilities provided under the Dutch Prison Service's 1999 BIBA Programme, described in annex F, to be performed in accordance with the standards, levels and performance indicators set forth in annex G, provided that the provisions relating to prison labour under section 2.4 of annex G are excluded.

1.3 The Services shall be provided subject to any modifications as deemed appropriate by the United Nations. In particular, the following adaptations and additions shall apply to medical services (in accordance with article 2 of this Agreement), meals (article 3), Prison Guard services (article 4), cleaning and maintenance of the Detention Unit (article 5), and personnel providing services (article 6). In the event of any conflict or inconsistency between the description of the services and facilities in annex G and the adaptations made in this Agreement, the latter shall prevail.

1.4 The Services provided by the State to the United Nations under this Agreement shall be provided in accordance with the relevant provisions of the Rules of Detention and the Rules and Regulations relating to the Detention Unit.

1.5 The State shall not make any additional charge to the United Nations for any of the Services except as provided in this Agreement.

2. Medical services

2.0 The State shall provide medical services, as set out hereinbelow, for each detainee resident in the Detention Unit ("Unit detainee").

2.1 Medical services provided by the Medical Officer

2.1.1 The Detention Unit Medical Officer ("the Medical Officer") shall provide the following medical services to Unit detainees:

(a) A physical check-up on each Unit detainee upon arrival and follow-up medical examinations, as needed;

(b) Primary medical health care, which includes all medical treatment within the competence of a general medical practitioner;

(c) Consultations to and treatment of the Unit detainees at all times according to their actual medical needs;

(d) Treatment for Unit detainees at the Penitentiary Complex hospital located on the premises of the Penitentiary Complex, including nursing care by the Penitentiary Complex hospital staff and medical care by Penitentiary Complex medical doctors. Such treatment shall be ordered by the Medical Officer, or in his absence, his substitute and shall also include treatment, as appropriate, in the Penitentiary Complex hospital emergency room, operating theatre, hospital beds and other hospital facilities;

(e) Referral to an appropriate medical specialist and/or civil hospital outside the Penitentiary Complex hospital in the event that a Unit detainee requires medical treatment which cannot be provided by the Medical Officer, or which cannot be provided at the Penitentiary Complex hospital in accordance with articles 2.1 and 2.2 of this Agreement. When such a referral is made, the Tribunal shall be responsible for the costs of such specialist treatment and hospitalization outside the Penitentiary Complex.

2.1.2 The State shall provide and maintain a primary health-care clinic on the premises of the Detention Unit, which shall be operated under the authority of the Medical Officer, for the provision of the Services set out herein, including the provision of medications and medical supplies.

2.2 Medical services provided by Penitentiary Complex staff

2.2.1 In cases in which Unit detainees have illnesses or injuries which can be treated in the Detention Unit, Penitentiary Complex staff shall provide appropriate Medical services including:

(a) Mental health care for Unit detainees, for purposes of assessments, diagnosis and referral as appropriate in cooperation with the Dutch Prison Services District Psychiatric Service. Following initial assessment, diagnosis and referral for appropriate treatment, the Tribunal shall be responsible for the costs of additional psychiatric or psychological services;

(b) Dental health-care services currently available at the Penitentiary Complex hospital. In cases where the necessary dental care/service is not offered at the Penitentiary Complex hospital, the Tribunal shall be responsible for the costs of such care/services;

(c) Medical supplies and medicines, which are available without prescription.

2.3 Emergencies

2.3.1 The State shall ensure that a qualified medical doctor shall be available and reachable immediately at all times for the attention of medical emergencies of Unit detainees, upon request of the Detention Unit Commanding Officer or the shift supervisor of the Detention Unit.

2.4 Qualification of medical staff

2.4.1 All medical services provided by the State shall be delivered by medical doctors, nurses and other medical staff who possess the medical qualifications and skills necessary to provide appropriate medical care and services.

2.5 Medical records

2.5.1 The medical records of Unit detainees shall be maintained by the Medical Officer for use as appropriate. All medical records, reports, notes, x-rays, tests and diagnostic data and other materials relating to the medical care and treatment of Unit detainees prepared by personnel or facilities provided or made available by the Government under this Agreement shall be the property of the Tribunal. As such, they shall be treated as confidential and be turned over to the Tribunal upon request.

2.6 Appointment, duties and responsibilities of the Medical Officer

2.6.1 The Medical Officer shall, in accordance with the Rules of Detention, be appointed by agreement between the Registrar and the General Director of the host prison. The Medical Officer shall be a general practitioner qualified to practice in The Netherlands and shall exercise his functions under this Agreement under the overall authority of the Registrar of the Tribunal and in accordance with the Rules of Detention and the Rules and Regulations relating to the Detention Unit.

3. Meals

3.1 The State shall provide three (3) meals a day for Unit detainees. These meals shall consist of balanced diets, regularly including fruits and vegetables, and be of a nutritional standard appropriate for each of the Unit detainees, as established by a qualified Penitentiary Complex staff nutritionist.

3.2 The State shall provide dietary food on prescription, if available in the Penitentiary Complex kitchen facilities.

4. Prison guard services

4.1 The State shall, on request, provide to the United Nations such trained penitentiary personnel to serve as prison guards and officers in the Detention Unit ("Prison Guards") in accordance with the provisions of this article.

4.2 The initial number of Prison Guards loaned by the State to the United Nations shall be thirty-six (36). The United Nations may, at any time, request that the number of Prison Guards be decreased to thirty (30) or increased to forty-five (45); thereafter, the United Nations may, at any time, request that the number of Prison Guards be increased or decreased to forty-five (45), to thirty-six (36) or to thirty (30) guards as the case may be. The State shall comply with all such requests within two (2) months of the date of the request, in accordance with the provisions of this article.

4.3 The initial Prison Guards are identified on annex H. In the event of an increase of Prison Guards or for the filling of vacancies of Prison Guards, the Director-General of the Penitentiary Complex shall nominate candidates and make such candidates and their records available for interview or review by the United Nations. The United Nations may accept or reject any candidacy without giving any reasons.

4.4 The Prison Guards shall not be considered as staff members of the United Nations. They shall, however, be subject to the authority of the Registrar of the Tribunal and shall perform their duties under the direction and control of the Commanding Officer of the Detention Unit, in accordance with the Rules of Detention and the Rules and Regulations relating to the Detention Unit.

4.5 The Prison Guards shall not seek or accept instructions from any Government or from any other authority external to the United Nations, nor shall they communicate at any time any information which has become known to them as a result of their service to the United Nations. Each Prison Guard shall sign on the first day of duty an undertaking in the form attached hereto as annex I.

4.6 The primary place of duty for the Prison Guards shall be the Detention Unit. However, they shall also assist, in any other duties which are requested of

them by the Registrar or her designee with the approval of the Director-General of the Penitentiary Complex, which approval shall not be unreasonably withheld.

4.7 The United Nations may at any time request the transfer of a Prison Guard back to the responsibility of the State without giving any reason. The vacancy shall be filled within a reasonable time.

5. Cleaning and maintenance of the Detention Unit

5.1 The State shall, or shall arrange for a contractor satisfactory to the Tribunal to, maintain and clean all areas of the Detention Unit, except for custodial areas, on a daily basis, to the cleanliness standards maintained in the Penitentiary Complex as a whole. Such cleaning services shall be provided, in case of emergency, on request.

5.2 The State shall provide to the Tribunal the cleaning materials necessary for the maintenance and cleaning (to the standard referred to above) of the custodial areas of the Detention Unit.

6. Personnel providing services

6.1 The State shall inform the United Nations of the names and details of proposed personnel (whether employed by the State or by a third party), who will provide the Services described under articles 2, 3, 4 and 5 or any other services under this Agreement. The United Nations may at any time reject the entry by any person onto the premises of the Detention Unit without giving any reasons; in such case, the State shall promptly make other arrangements for the provision of the Services provided for hereunder.

7. Costs and payments

7.1 The State shall be responsible for all costs and obligations relating to the provision of the Services provided hereunder, including, but not limited to, all salaries, overtime, insurances, benefits, payments or the like relating to the Services provided under this Agreement.

7.2 The United Nations shall pay for the Services provided for herein based on a per cell per day price, as determined in accordance with paragraph 7.4 below. The number of Detention Unit cells leased by the United Nations pursuant to the Detention Unit Lease, which is currently thirty-six (36), shall be multiplied by the cell per day price, which shall be determined in accordance with paragraph 7.4 below, to determine the total daily amount to be paid by the United Nations for the Services.

7.3 The per cell per day price shall be determined by reference to the prices established in the table below, which vary in accordance with the number of Prison Guards provided to the United Nations pursuant to article 4 of this Agreement.

<i>Number of Prison Guards</i>	<i>Price per Detention Unit cell per day</i>	<i>Total daily price (based on 36 cells leased)</i>
	<i>(in Netherlands guilders)</i>	
Thirty (30)	343.94	36 x 343.94 = 12,381.84
Thirty-six (36)	379.81	36 x 379.81 = 13,673.16
Forty-five (45)	404.30	36 x 404.30 = 14,554.80

7.4 Payment shall be made on a quarterly basis in arrears, upon receipt and verification of the invoices no later than fifteen (15) days after the end of the calendar quarter to which the payment relates. The invoice shall reflect changes in Prison Guard staffing levels affecting price per Detention Unit cell per day, as well as any change in the number of detention cells leased by the United Nations.

8. *Scope of services*

8.1 Regardless of the number of Unit detainees or the number of Prison Guards, all of the Services provided by the State to the United Nations under this Agreement other than Prison Guard services shall remain at a constant level and may be modified only with the explicit agreement of the Tribunal.

9. *Indemnification*

9.1 *Medical Officer*

9.1.1 (a) In case of claims by Unit detainees or other third parties for acts or omissions falling within his competence as a medical practitioner, the Medical Officer shall be responsible for such claims. To this extent, the State shall ensure that the Medical Officer will be adequately covered by liability insurance for any claim for personal injury, loss, illness or death or loss of or damage to property for any act or omission by the Medical Officer under the Agreement. The State shall submit proof of such insurance satisfactory to the Tribunal before the Medical Officer commences work under the Agreement.

9.1.1 (b) In cases where no such insurance is provided, for whatever reason, or in cases where such insurance is insufficient, the State shall be responsible.

9.1.2 Notwithstanding article 9.1.1 above, in cases where a claim results from direct instructions by a United Nations official, acting in his official capacity and within the limits of his authority, the United Nations shall be responsible to the extent that such a claim was the direct result of such instructions.

9.1.3 Subject to the provisions of articles 9.1.1 and 9.1.2 above, the State shall be responsible for all other claims by Unit detainees or other third parties resulting from the acts or omissions of the Medical Officer under this Agreement and shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses.

9.2 *Medical services by Penitentiary Complex staff*

9.2.1 The State shall be responsible for all claims by Unit detainees or other third parties resulting from the acts or omissions of Penitentiary Complex staff under this Agreement and shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising in connection with and in the course of the performance of such services.

9.3 *Prison Guards*

9.3.1 The United Nations shall be responsible for dealing with any claims by Unit detainees or other third parties for personal injury, loss, illness, death or

damage to their property arising in connection with and in the course of the performance by the Prison Guards of their duties under this Agreement. However, if such claims arise from or are attributable to the failure to provide services in accordance with this Agreement or gross negligence or wilful conduct of such Prison Guards, the State will be responsible for such claims. The State will also be responsible for all other claims arising from acts or omissions of the Prison Guards for which the United Nations is not responsible under this article.

9.3.2 The State shall also be responsible for loss of or damage to property of the Tribunal or the United Nations and personal injury, illness, death or loss of or damage to property of personnel of the Tribunal or the United Nations arising from or attributable to the failure to provide services under this Agreement or gross negligence or wilful misconduct of such Prison Guards.

9.4 *Persons providing any other services*

9.4.1 Notwithstanding articles 9.1, 9.2 and 9.3 above, the State shall be responsible for all claims by Unit detainees or other third parties resulting from the acts or omissions of persons performing any other services under this Agreement and shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising in connection with and in the course of the performance of such services.

9.4.2 In cases where claims result from the acts or omissions of persons performing any other services under the previous provision, and such persons were at the time acting under direct instructions from a Tribunal official acting in his official capacity and within the limits of his authority, the United Nations shall be responsible to the extent the claims were the direct result of such instructions.

9.5 *Obligation to negotiate*

9.5.1 In the event of any occurrence covered by articles 9.1 to 9.4 above, the Parties agree that they will first enter into negotiations, on a case-by-case basis, regarding the consequences of the occurrence, prior to either Party resorting to article 15 of this Agreement. In any negotiation pursuant to this paragraph, the Registrar of the Tribunal shall represent the United Nations and the Minister of Justice shall represent the State.

10. *Terms of Agreement, termination*

10.1 The term of this Agreement shall commence on 1 January 1999 and shall terminate on 31 December 1999.

10.2 The United Nations shall have an irrevocable option to extend this Agreement from 1 January 2000 to 31 December 2000 ("the first option"). In the event the United Nations elects to exercise the first option, it shall have a second irrevocable option to further extend this Agreement from 1 January 2001 to 31 December 2001 ("the second option"). In the event the United Nations elects to exercise the second option, it shall have a third irrevocable option to extend this Agreement from 1 January 2002 to 31 December 2002. Any extension resulting from the exercise of the options described above shall be on the same terms and conditions, provided that the price of the Services shall be adjusted for the renewal

period on the basis of the annual consumer price index figure for family consumption in the series for families of employees with a family income in 1985 below the income line for compulsory medical insurance (1985=100), published by the Central Bureau of Statistics of The Netherlands.

10.3 To exercise the options described in paragraph 10.2 above, the United Nations shall give two months' written notice prior to the expiration of the Agreement or the extension thereof.

10.4 The United Nations may terminate this Agreement on three (3) months' written notice.

11. *Review clause*

11.1 In the event that the number of Unit detainees becomes, at any time, less than twelve (12) persons, the United Nations may request the State to enter into negotiations to conclude a new agreement, in order to provide the United Nations with the Services for the Detention Unit corresponding with its actual penitentiary needs at that time. In the event the United Nations makes such a request, the State shall, in good faith, use its best efforts to reach such an agreement.

12. *Amendments*

12.1 Amendments or additions to this Agreement may be made at any time by a document signed by the State and the United Nations.

13. *Assignment*

13.1 The State or the United Nations may transfer their rights and obligations under this Agreement to a third party only with the written permission of the other Party.

14. *Force majeure*

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the State shall give notice and full particulars in writing to the United Nations, of such occurrence or change if the State is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement. The State shall also notify the United Nations of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Agreement. On receipt of the notice required under this paragraph, the United Nations shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances.

14.2 Force majeure, as used in this section, means acts of God, war (whether declared or not), invasion, revolution, insurrection or other acts of a similar nature or force.

15. *Arbitration*

15.1 Disputes between the United Nations and the State concerning the interpretation or application of this Agreement which are 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 days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute. The arbitrators shall have no authority to award punitive damages. In addition, unless otherwise provided in this Contract, the arbitral tribunal shall have no authority to award interest.

16. *United Nations privileges and immunities*

16.1 Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and its subsidiary organs, including the Tribunal.

17. *Confidentiality*

17.1 The State agrees not to communicate at any time to any person or authority external to itself, any information known to it by reason of its association with the United Nations which has not been made public, except with the authorization of the United Nations. These obligations do not lapse upon the termination or expiration of the Agreement.

17.2 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the State under this Agreement shall be the property of the United Nations, shall be treated as confidential and shall be delivered only to United Nations authorized officials on completion of work under Agreement.

18. *Other agreements*

18.1 The Parties acknowledge and agree that this Agreement constitutes a separate agreement from other agreements between them relating to the Penitentiary Complex, including the Lease Contract of 14 July 1994, as amended.

19. *Effective dates*

19.1 The effective date of this Agreement shall be 1 January 1999.

IN WITNESS WHEREOF, the Parties have subscribed to this Agreement, through their authorized representatives, on the dates indicated herein below.

For the State:

(Signed) C. W. M. DESSENS
Director-General
Division of Public Law Enforcement
Ministry of Justice
Date: 11 September 1999

For the United Nations:

(Signed) Dorothee de SAMPAYO
GARRIDO-NIUGH
Registrar
International Tribunal
for the Former Yugoslavia
Date: 25 September 1999

- (r) Agreement between the United Nations (United Nations University) and the Government of the Hashemite Kingdom of Jordan regarding the establishment of the International Cooperation Office of the United Nations University—International Network on Water, Environment and Health. Signed at Amman on 26 August 1999²¹

Whereas the United Nations University was established as a subsidiary organ of the United Nations by the General Assembly in its resolution 2951 (XXVII) of 11 December 1972,

Whereas the Council of the United Nations University decided at its forty-second session, held in Tokyo from 4 to 8 December 1995, to establish the International Network on Water, Environment and Health as a research and training programme of the University in Hamilton, Ontario, Canada,

Whereas the International Network on Water, Environment and Health is an integral part of the United Nations University in accordance with the Charter of the University,

Whereas the purpose for which the International Network on Water, Environment and Health has been established was to make concrete contributions, through training, education, research, capacity-building and dissemination of information, on issues which relate water to environment and human health,

Whereas the Council of the United Nations University decided at its forty-fourth session, held in Tokyo from 1 to 6 December 1997, to establish International Cooperating Offices in the developing world to assist in the capacity-building water programmes of the International Network on Water, Environment and Health,

Whereas the Government of the Hashemite Kingdom of Jordan wishes to cooperate in giving effect to the location and operation of an United Nations University International Network on Water, Environment and Health International Cooperating Office for the Middle East in Amman, Hashemite Kingdom of Jordan, and

Whereas the Hashemite Kingdom of Jordan is a party to the Convention on the Privileges and Immunities of the United Nations,

Whereas the said Convention is applicable to the United Nations University in accordance with article XI of its Charter,

Whereas the Government of the Hashemite Kingdom of Jordan agrees to grant to the International Cooperating Office all the necessary privileges and immunities, exemptions and facilities to enable it to perform its functions, including programmes of work, projects and other relevant activities,

Desiring to conclude an agreement regulating matters arising from the establishment of the International Cooperating Office in the Hashemite Kingdom of Jordan,

Have agreed as follows:

Article I

DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

(a) "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;

(b) "the University" means the United Nations University, established by the General Assembly of the United Nations in its resolution 2951 (XXVII) of 11 December 1972;

(c) "the Charter of the University" means the Charter of the University adopted by the United Nations General Assembly in its resolution 3081 (XXVIII) of 6 December 1973;

(d) "Government" means the Government of the Hashemite Kingdom of Jordan;

(e) "the Higher Council" means the Higher Council for Science and Technology of the Government;

(f) "INWEH" means the International Network on Water, Environment and Health, a research and training programme of the University;

(g) "ICO" means the International Cooperating Office of INWEH;

(h) "the Secretary-General" means the Secretary-General of the United Nations;

(i) "the Rector" means the Rector of the University and, during his/her absence, any official designated to act on his/her behalf;

(j) "the Director" means the Director of INWEH acting on behalf of the Rector in the Hashemite Kingdom of Jordan, or in his/her absence any official designated to act on his/her behalf to be notified to the Government by the Director;

(k) "the Regional Coordinator" means the Regional Coordinator of ICO of INWEH for the Middle East;

(l) "appropriate authorities" means the national, provincial, regional or local authorities of the Hashemite Kingdom of Jordan as the context may require, in accordance with the laws of the Hashemite Kingdom of Jordan;

(m) "official activities" means the activities of INWEH, including those of its ICO, and includes administrative activities;

(n) "personnel of ICO" means persons appointed in accordance with article VIII, paragraph 7, of the Charter of the University;

(o) "officials" means persons who are appointed under the United Nations Staff Regulations and Rules;

(p) "experts" means persons within the meaning of article VI of the Convention;

(q) "premises of ICO" means the buildings or part of buildings occupied permanently or temporarily by the University or by meetings convened in the Hashemite Kingdom of Jordan by the University for the purposes of INWEH, including its ICO;

(r) "archives" means all records, correspondence, documents, manuscripts, photographs, films and recordings belonging to or held by the University, wherever located.

Article II

LEGAL STATUS

The University shall have the legal status as specified in article XI of the Charter of the University and in this Agreement.

Article III

ACADEMIC FREEDOM

The University, including INWEH and its ICO, shall enjoy the academic freedom required for the achievement of their objectives, with particular reference to the choice of subjects and methods of research and training, the selection of persons and institutions to share in its tasks, and freedom of expression.

Article IV

INVIOABILITY AND PROTECTION

1. (a) The premises of ICO shall be inviolable. The appropriate authorities shall not enter the premises to perform any official duties therein except with the express consent of, and under conditions approved by, the Regional Coordinator, or at his/her request;

(b) The University shall not permit its premises to become a refuge from justice for persons who are avoiding arrest or service of legal process or against whom an order of extradition or deportation has been issued by the appropriate authorities;

(c) The premises shall be used solely to further the purposes and activities of the University.

2. The appropriate authorities are under a special duty to take reasonable steps to protect the premises of ICO against any intrusion or damage and to prevent any disturbance of the peace of the premises of ICO or impairment of the dignity of the University.

3. Except as otherwise provided in this Agreement or in the Convention, the laws of the Hashemite Kingdom of Jordan shall apply within the premises of ICO. However, the premises of ICO shall be under the immediate control and authority of the University, which may establish regulations for the execution of its functions therein.

4. The archives of the University shall be inviolable.

5. The University shall be entitled to display its emblem on the premises of ICO and its means of transport.

Article V

PROPERTY, FUNDS AND ASSETS

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

2. The property, funds and assets of the University, 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.

3. Without being restricted by financial controls, regulations or moratoria of any kind, the University may:

(a) Hold funds, gold or currency of any kind and operate accounts in any currency;

(b) Freely transfer its funds, gold or currency to or from the Hashemite Kingdom of Jordan or within the Hashemite Kingdom of Jordan and convert any currency held by it into any other currency.

Article VI

FREEDOM FROM TAXES AND DUTIES

1. The University, its assets, income and other property shall be:

(a) Exempt from all direct and indirect taxes; however, the University will not claim exemption from taxes which are, in fact, no more than charges for public utility services rendered at a fixed rate according to the amount of services rendered, and which can be specifically identified, described and itemized;

(b) Exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the University for its official use. It is understood, however, that articles imported under such exemption will not be sold in the Hashemite Kingdom of Jordan except under conditions agreed with the Government;

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

Article VII

COMMUNICATIONS AND PUBLICATIONS

1. No censorship shall be applied to the official correspondence and other official communications of the University.

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

3. The University shall have the right to publish freely within the Hashemite Kingdom of Jordan, in the fulfilment of its purposes. It is, however, understood that the University shall respect the laws and the international conventions applicable to the Hashemite Kingdom of Jordan relating to intellectual property.

Article VIII

ENTRY, STAY AND DEPARTURE

1. The appropriate authorities shall facilitate the entry into and departure from the Hashemite Kingdom of Jordan of personnel of ICO, officials and experts and other persons invited thereto on official business.

2. Visas, where required, for persons referred to in paragraph 1 above shall be issued by the Government free of charge and as promptly as possible.

3. The provisions of paragraphs 1 and 2 shall also apply, as appropriate, to the spouses and relatives dependent on the persons referred to in those paragraphs.

4. No act performed by persons referred to in paragraph 1 above in their official capacity with respect to the University shall constitute a reason for preventing their entry into or departure from the territory of the Hashemite Kingdom of Jordan or for requiring them to leave the Hashemite Kingdom of Jordan.

Article IX

PRIVILEGES AND IMMUNITIES OF OFFICIAL PERSONNEL OF ICO AND EXPERTS

1. Officials of the University, regardless of their nationality, shall enjoy such privileges and immunities as are provided for by article V and article VII of the Convention.

2. The Regional Coordinator and his or her spouse and relatives dependent on him or her, unless they are Jordanian citizens or permanent residents of the Hashemite Kingdom of Jordan as defined by applicable Jordanian legislation, shall be accorded the same privileges, immunities and facilities as are enjoyed by diplomatic agents and their families in the Hashemite Kingdom of Jordan.

3. Personnel of ICO shall:

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;

(b) Be exempt from Jordanian income tax on the salaries and emoluments paid to them by the University;

(c) Be immune from national service obligations unless they are citizens of the Hashemite Kingdom of Jordan or permanent residents in the Hashemite Kingdom of Jordan as defined by the applicable legislation of the Hashemite Kingdom of Jordan;

(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 the 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 times of international crises as diplomatic envoys;

(g) Have the right to import free of duty their furniture and effects, including motor vehicles, at the time of first taking up their post in the Hashemite Kingdom of Jordan.

4. Experts of the University shall enjoy the privileges and immunities provided for by article VI of the Convention.

5. Local personnel provided by the Government to ICO, on mutually agreed terms, shall be immune from legal process in respect of words spoken or written and all acts performed by them for ICO.

6. The privileges and immunities are granted by this Agreement in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and the duty to waive the immunity of any individual in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

Article X

EMPLOYMENT OF DEPENDANTS

The spouses and dependants of officials and personnel of ICO shall, upon application, receive authorization for employment in the Hashemite Kingdom of Jordan.

Article XI

IDENTITY CARD AND UNITED NATIONS LAISSEZ-PASSER

1. The Government shall provide all personnel of ICO and officials with an identity card certifying their status under this Agreement.
2. The Government shall recognize and accept United Nations laissez-passer held by officials as valid travel documents. The Government further agrees to issue any required visa, free of charge and as promptly as possible on the United Nations laissez-passer.

Article XII

NOTIFICATION PROCEDURE

No persons referred to in this Agreement shall be entitled to the privileges and immunities accorded under this Agreement unless and until their names and status have been duly notified to the Minister for Foreign Affairs of the Hashemite Kingdom of Jordan.

Article XIII

RESPECT FOR THE LAWS OF THE HASHEMITE KINGDOM OF JORDAN

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 Hashemite Kingdom of Jordan. They also have the duty not to interfere in the internal affairs of the Hashemite Kingdom of Jordan.
2. The United Nations shall cooperate at all times with the appropriate authorities of the Hashemite Kingdom of Jordan to facilitate the proper administration of justice, secure the observance of police regulations and avoid the occurrence of any abuse in connection with the privileges and immunities referred to in this Agreement.

Article XIV

DELEGATION OF AUTHORITY

The Government shall, through the Higher Council, conclude an Agreement with the University relating to the contributions, including the occupancy and use of premises, in Amman for ICO.

Article XV

SETTLEMENT OF DISPUTES

1. Any dispute between the Parties concerning the interpretation or implementation of this Agreement or any supplemental agreement that is not settled by negotiation or other agreed method of settlement shall, at the request of either Party, be referred to a tribunal of three arbitrators. One arbitrator will be appointed by the Minister for Foreign Affairs of the Hashemite Kingdom of Jordan, one by the Rector of the University and the third by the two arbitrators. If, within thirty days of the request for arbitration, either Party has not appointed an arbitrator or if, within fifteen days of the appointment of two arbitrators, the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator.

2. The arbitrators shall determine the procedure of arbitration and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

3. The University shall take the measures necessary for ensuring the proper settlement of:

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

(b) Disputes involving any personnel of ICO, official or expert who by reason of his or her official position enjoys immunity, if immunity has not been waived by the Secretary-General.

Article XVI

FINAL PROVISIONS

1. This Agreement shall enter into force upon signature.

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

3. This Agreement may cease to be in force:

(a) By mutual consent of the University and the Government; or

(b) If ICO is removed from the territory of the Hashemite Kingdom of Jordan, on the understanding that the relevant provisions in connection with the orderly termination of the operations of INWEH in the Hashemite Kingdom of Jordan and the disposal of its property therein shall remain applicable as long as necessary.

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

5. This Agreement shall apply to any person within its scope irrespective of whether the Hashemite Kingdom of Jordan maintains or does not maintain diplomatic relations with the State to which such person belongs, and irrespective of whether the State to which such person belongs grants a similar privilege or immunity to diplomatic agents or nationals of the Hashemite Kingdom of Jordan:

IN WITNESS WHEREOF, the undersigned, duly authorized to that effect, have signed this Agreement.

DONE at Amman, Hashemite Kingdom of Jordan, on 26 August 1999, in duplicate, in the English language.

For the United Nations University:

(Signed) Jorgen LISSNER

United Nations Resident Coordinator

For the Government

of the Hashemite Kingdom of Jordan:

(Signed) Hashem AL-SHBOUL

Minister of Agriculture

- (s) United Nations Technical Cooperation Agreement between the United Nations and the Government of Greece. Signed at New York on 15 October 1999^{22, *}

Whereas the United Nations, represented by the United Nations Department of Economic and Social Affairs (hereinafter referred to "the Department"), and the Government of Greece (hereinafter referred to as "the government"), have agreed to cooperate in the implementation of activities relating to the enhancement of the role, professionalism, ethical standards and values in the public services of Central and Eastern European countries (hereinafter referred to as "the Project"), which Project is described in attachment A hereto,

Whereas the Government has informed the United Nations of its willingness to provide, free of charge, office premises, facilities and funds necessary to carry out the Project, and

Whereas it has been agreed between the United Nations and the Government that the Department shall be responsible for the management of the funds and the implementation of the Project,

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

Article I

CONTRIBUTIONS

1.1 The Government shall provide, free of charge, the office premises, fixtures, equipment and furniture, including services required for cleaning, maintenance, repair and operation of the office premises, to carry out the Project. An inventory of the equipment and furniture provided by the Government is set out in attachment B hereto.

1.2 The Government shall also provide funds in the amount of 2,069,821 United States dollars to cover the costs to be incurred by the Department for the Project as set forth in the budget contained in attachment A.

1.3 The Government shall, in accordance with the schedule of payments set out in attachment C to this Agreement, deposit the aforesaid funds, in convertible currencies of unrestricted use, in the Chase Manhattan Bank, Agencies Banking, 270 Park Avenue, 43rd floor, New York, NY 10017, indicating that such deposit is for the credit of the UNDESA (United Nations Department of Economic Social Affairs) Technical Cooperation Activities Account No. 001-1-506888.

Article II

TRUST FUND

2.1 The Department shall establish a Trust Fund in accordance with the Financial Regulations and Rules of the United Nations for the receipt and administration of the aforesaid funds.

2.2 The Trust Fund and the activities financed there from shall be administered by the Department in accordance with the United Nations Regulations, Rules and directives, applicable to the Department. Accordingly, personnel shall be engaged and administered; equipment, supplies and services purchased; and contracts

* Attachments are not published herein.

entered into in accordance with the provisions of such regulations, rules and directives.

2.3 All financial accounts and statements shall be expressed in United States dollars.

2.4 Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the financial regulations, rules and directives of the United Nations.

2.5 The Trust Fund shall be charged with expenditures incurred by the Department in the performance of activities under this Agreement.

2.6 The Trust Fund shall also be charged with thirteen per cent (13%) of all expenditures from the Trust Fund, which percentage shall be a charge for programme support services provided by the Department, which may include administrative support costs and the costs for technical personnel as required, in the implementation of the Project.

2.7 The Trust Fund shall also be charged with an amount equivalent to one per cent (1%) of the remuneration or net salary of persons engaged by the Department, and whose engagement is financed by the Trust Fund, to provide a reserve for coverage of any claim for service-incurred death, injury or illness, under the applicable United Nations regulations and rules or contracts, which reserve cannot be refunded to the Government.

Article III

IMPLEMENTATION OF THE PROJECT

3.1 The Department shall commence and continue to conduct operations under this Agreement in accordance with the terms set forth in attachment A, upon the receipt of funds in accordance with the schedule of payments set out in attachment C hereto.

3.2 The Department shall not make any commitments above the amounts specified for expenditure in attachment A.

3.3 If unforeseen expenditures arise, the Department shall submit on a timely basis a supplementary budget to the Government for its appraisal showing the further financing that will be necessary. The Government shall use its best endeavours to obtain the additional funds required. If no such further financing is available, the assistance provided to the Project under this Agreement may be reduced or, if necessary, terminated by the Department. In no event will the Department assume any liability in excess of the funds provided in the Trust Fund.

3.4 Evaluation of the activities financed from this Trust Fund, including joint evaluation by the Department and the Government, shall be undertaken in accordance with the provisions contained in attachment A.

3.5 Any intellectual property rights, including patent rights and copyrights, resulting from the Project shall belong to the United Nations.

Article IV

REPORTING

4.1 The Department shall provide the Government with the following statements and reports prepared in accordance with the United Nations accounting and reporting procedures:

- (a) Biannual progress reports;

(b) An annual financial statement showing income, expenditures, assets and liabilities as of 31 December each year with respect to the funds provided by the Government;

(c) A final report and a final financial statement by April of the following year after the dates of expiration or termination of this Agreement.

Article V

PRIVILEGES AND IMMUNITIES

5.1 In all matters connected with this Agreement, the provisions of the Convention on the Privileges and Immunities of the United Nations (hereinafter referred to as "the Convention"), to which the Government of Greece has been a party since 29 December 1947, shall be applied to the United Nations, including the Department, their property, funds and assets, wherever located and by whomsoever held, and to their officials and any person designated to perform services under this Agreement.

5.2 For the purpose of the Convention on the Privileges and Immunities of the United Nations, the premises offered by the Government referred to in article 1.1 above shall be deemed to constitute premises of the United Nations in the sense of section 3 of the Convention and access thereto shall be subject to the authority and control of the United Nations. The premises shall be inviolable for the entire term of the Project, including from the preparatory stage through the winding-up.

5.3 In respect of any seminar, symposium, workshop, conference or other research and training activity organized in the framework of the Project in Greece, the Government shall apply the provisions of the standard exchange of letters concerning the holding of United Nations seminars, symposia, workshops, conferences or other research and training activities, a copy of which is herewith attached in attachment D.

Article VI

SETTLEMENT OF DISPUTES

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

Article VII

TERMINATION

7.1 The Department shall notify the Government when, in its opinion, the purposes for which the Trust Fund was established have been realized. The date of which notification shall be deemed to be the date of expiration of this Agreement.

7.2 Either Party may terminate this Agreement by giving the other Party not less than sixty days' written notice of the intention to terminate.

7.3 The obligations assumed by the Parties under this Agreement shall survive the termination or expiration of the agreement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Parties hereto and the settlement of contractual liabilities that are required in respect of any subcontractors, consultants or suppliers.

7.4 Any funds that are undisbursed and uncommitted on completion of the Project or termination of the Agreement shall be held in the Account and, pending consultations with the Government, shall be returned to the Government at its request.

7.5 Upon completion or termination of the Project, equipment, including any electronic equipment required for the operation of the information clearing house in the framework of the Project, supplies and property shall be disposed of in consultation with the Government.

Article VIII

MISCELLANEOUS

8.1 Any action required or permitted to be taken under this Agreement may be taken on behalf of the Government by the Minister for Foreign Affairs, or his designated representative, and on behalf of the Department by the Under-Secretary-General, Department of Economic and Social Affairs, or his designated representative.

8.2 Any notice or request required or permitted to be given or made in this Agreement shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail, cable or telex to the Party to which it is required to be given or made, at such Party's address specified below or at such other address as the Party shall have specified in writing to the Party giving such notice or making such request.

Article IX

9.1 This Agreement may be amended by written agreement between the duly authorized representatives of Parties hereto, each of which shall give full and sympathetic consideration to any proposal for its amendment.

9.2 This Agreement shall become effective on the date on which it has been signed by both Parties hereto.

IN WITNESS WHEREOF the Government of Greece and the United Nations, acting through their duly authorized representatives, have caused this Agreement to be signed.

*For the United Nations Department
of Economic and Social Affairs:*
(Signed) Nitin DESAI
Under-Secretary-General
Department of Economic and Social Affairs
United Nations, New York

For the Government of Greece:
(Signed) Elias GOUNARIS
Ambassador Extraordinary
and Plenipotentiary
Permanent Representative
to the United Nations

- (t) Agreement between the United Nations and the Government of the Togolese Republic regarding the establishment in Lomé of the United Nations Regional Centre for Peace and Disarmament in Africa. Signed at Lomé on 17 November 1999²³

The Government of Togo and the United Nations,

Considering the decision of the Government of Togo and the United Nations, in accordance with resolution 40/151 G of the General Assembly dated 16 December 1985, to establish in Lomé, Togo, the United Nations Regional Centre for Peace and Disarmament in Africa,

Considering that the Government undertakes to assist the United Nations in securing all the necessary facilities for the establishment and functioning of the Centre,

Considering that the Convention on the Privileges and Immunities of the United Nations, to which Togo has been a party since 27 February 1962, applies to the field offices which are an integral part of the Secretariat of the United Nations,

Considering that it is desirable to conclude an agreement to regulate questions arising as a result of the establishment of the Centre in Lomé,

Have agreed as follows:

Article I

DEFINITIONS

In this Agreement:

(a) The word "Centre" means the United Nations Regional Centre for Peace and Disarmament in Africa;

(b) The expression "the Government" means the Government of Togo;

(c) The expression "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;

(d) The expression "officials of the Centre" means the Director and all members of the staff of the Centre, irrespective of nationality, except those who are recruited locally and paid at hourly rates.

Article II

ESTABLISHMENT OF THE CENTRE

The Centre shall be established in Lomé, Togo, to carry out the functions assigned to it by the General Assembly and the Secretary-General, within the framework of the Department for Disarmament Affairs.

Article III

LEGAL STATUS OF THE CENTRE

1. The provisions of the Convention shall apply fully to the Centre.

2. The Centre and the residence of the Director shall be inviolable. Government officers or officials shall not enter these premises to perform any official duties, except with the consent of the Director and under conditions agreed to by him.

3. Any location in or outside Lomé which may be used temporarily for meetings held by the Centre outside its premises shall be deemed to be covered by this Agreement for the duration of such meetings.

Article IV

PROPERTY, FUNDS AND ASSETS

1. The Centre, its property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from legal process, except insofar as, in this particular case, the United Nations has expressly waived its immunity. It is, however, understood that such waiver shall not extend to measures of execution.

2. The property, funds and assets of the Centre, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and other form of interference, whether by executive, administrative, judicial or legislative action.

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

(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.

4. The Centre shall be accorded the most favourable, legally available, rate of exchange for its financial activities.

5. The appropriate authorities shall exercise due diligence to ensure the security and protection the Centre and the residence, in order to ensure that the tranquility of these places is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

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

Article V

PUBLIC SERVICES

1. In addition to the provisions made in paragraph 1 of General Assembly resolution 40/151 G of 15 December 1985, the Government shall provide one office building and one official residence of appropriate standard to the Centre. Such contribution will be stipulated in an exchange of letters between the Government and the United Nations which shall form an integral part of this Agreement. Furthermore, the Government shall, freely and voluntarily, make additional contributions towards the maintenance of the Centre to the best of its ability.

2. The Government shall ensure that the Centre is supplied with the necessary public services on equitable terms. The Centre shall enjoy treatment for the use of telephone, radio-telegraph and mail communication facilities as favourable as that normally accorded to diplomatic missions in Togo.

3. In case of interruption or threatened interruption of the services referred to above, the Centre shall, for the performance of its functions, be accorded by the Government the same priority as is given to essential government agencies.

Article VI

EXEMPTION FROM TAXATION

The Centre, its assets, income and other property shall be exempt from all direct taxes, value-added tax, tolls or duties; it is understood, however, that the Centre 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.

Article VII

COMMUNICATION FACILITIES

1. The Centre shall have the right to use codes, and to dispatch and receive its correspondence and other materials by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

2. The Government shall secure the inviolability of the official communications and correspondence of the Centre and shall not apply any censorship to such communications and correspondence. Such inviolability shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, films and sound or videotape recordings and electronic data communications dispatched to or by the Centre.

3. The Centre shall have the right to operate, without hindrance or encumbrance and free of any duties, radio and any other telecommunications equipment, including a satellite earth station facility, on United Nations-registered frequencies and those allocated by the Government, within and outside the host country.

Article VIII

OFFICIALS OF THE CENTRE

1. Officials of the Centre shall:

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

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

(c) Be immune from national service obligations;

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

(e) Be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable rank 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 posts.

2. The Director of the Centre shall enjoy the same privileges and immunities as are accorded by the Government to members of diplomatic missions of compara-

ble rank. For this purpose, the name of the Director of the Centre may be incorporated in the diplomatic list.

3. Internationally recruited officials shall also be entitled to the following facilities applicable to members of diplomatic missions of comparable rank:

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

(b) To import a motor vehicle free of customs and excise duties, including value-added tax, in accordance with existing government regulations.

Article IX

LOCALLY RECRUITED PERSONNEL PAID AT HOURLY RATES

The terms of employment of persons recruited locally and paid at hourly rates shall be in accordance with United Nations resolutions, decisions, regulations and rules, and with the policies of the competent organs of the United Nations. Locally recruited personnel 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 Centre. Such immunity shall continue after the persons concerned cease to be employed by the Centre.

Article X

FINANCIAL AND PERSONAL ADMINISTRATION OF THE CENTRE

1. The activities of the Centre shall be administered in accordance with the Financial Regulations and Staff Regulations of the United Nations, except as otherwise specifically provided by the General Assembly of the United Nations. The activities of the Centre shall also be administered in accordance with the Financial Rules and the Staff Rules of the United Nations, except as otherwise provided in special rules promulgated by the Secretary-General of the United Nations.

2. The terms of employment of staff of the Centre who are appointed as staff members of the United Nations, including locally recruited persons, shall, regardless of their nationality, derive exclusively from the Staff Regulations and Rules of the United Nations.

Article XI

WAIVER OF PRIVILEGES AND IMMUNITIES

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

Article XII

SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government relating to the interpretation and application of the present Agreement which is not settled by ne-

gotiation 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 Chairman. If within thirty (30) days of the request for arbitration, either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of the two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article XIII

ENTRY TO AND EXIT FROM THE HOST COUNTRY

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

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

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

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

Article XIV

GENERAL PROVISIONS

1. The provisions of the present Agreement shall, where possible, be treated as complementary to those of the Convention, so that the provisions of both the Agreement and the Convention shall be applicable and neither shall restrict the effect of the other.

2. Consultation with respect to modifications of this Agreement shall be entered into at the request of either Party; any such modification shall be made by mutual consent.

3. This Agreement shall cease to be in force by mutual consent of both Parties or if the Centre is moved from the territory of Togo, except for such provisions as may be applicable in connection with the termination of the operations of the Centre in Togo and the disposal of its property therein.

4. This Agreement shall come into force upon signature by both Parties.

IN WITNESS WHEREOF, the undersigned, the duly authorized plenipotentiary of the Government and the duly appointed representative of the United Nations, have

on behalf of the Parties signed the present Agreement, in French and in English. For the purposes of interpretation and in the event of disputes, the English text shall be deemed authentic.

DONE at Lomé, this 17th day of November, nineteen hundred ninety-nine.

For the United Nations:

(Signed) Jayantha DHANAPALA

For the Government of Togo:

(Illegible)

- (u) Exchange of letters constituting an agreement between the United Nations and the Republic of Croatia on the status of the Liaison Office of the Prosecutor of the International Tribunal for the Former Yugoslavia and its personnel. Signed at New York on 6 December 1999 and 10 February 2000²⁴

I

LETTER FROM THE UNITED NATIONS

6 December 1999

Excellency,

I have the honour to refer to Security Council resolution 827 (1993) of 25 May 1993, by which the Council decided to establish an international tribunal for the sole purpose of prosecuting persons responsible for serious violations of international humanitarian law committed in the territory of the Former Yugoslavia since 1 January 1991 (hereinafter referred to as "the International Tribunal").

I further have the honour to refer to the Constitutional Act on the Cooperation of the Republic of Croatia with the International Tribunal, article 6 of which stipulates that for the efficient cooperation between the Republic of Croatia and the Tribunal, the Government of the Republic of Croatia may allow the establishment of an office of the Tribunal in its territory.

Accordingly, in order to facilitate the performance of the tasks of the Liaison Office of the Prosecutor of the International Tribunal for the Former Yugoslavia in Zagreb (hereinafter "the Liaison Office"), I propose that your Government, in the implementation of its obligations under Article 105 of the Charter of the United Nations, extend to the Liaison Office, as an organ of the United Nations, and to its property, funds, assets and personnel, the privileges and immunities provided for in the 1946 Convention on the Privileges and Immunities of the United Nations (hereinafter "the Convention"), to which the Republic of Croatia is a party.

In view of the importance of the functions which the Liaison Office will perform in the Republic of Croatia, I propose that your Government agree to extend to:

- The Liaison Officer, the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law;
- The officials of the Prosecutor's Office assigned to serve with the Liaison Office, the privileges and immunities provided under articles V and VII of the Convention;
- Other persons assigned to serve with the Liaison Office whose names will be communicated to the Government for that purpose, the privileges and immu-

nities accorded to experts on mission for the United Nations under article VI of the Convention.

Without prejudice to the powers of the Prosecutor under the Statute of the International Tribunal and its Rules of Procedure and Evidence, the Liaison Office and its personnel shall enjoy the following rights and facilities:

- (i) The unimpeded freedom of entry to and exit from the Republic of Croatia, without delay or hindrance, of its personnel, property, supplies, equipment and means of transport;
- (ii) The unimpeded freedom of movement throughout the country of its personnel, property, supplies, equipment and means of transport;
- (iii) Access via the Croatian Government Office for Cooperation with the International Tribunal for the Former Yugoslavia to all documentary material in the possession of the Government or State institutions relevant for the effective operation of the Liaison Office;
- (iv) The right to have contacts, through the Croatian Government Office for Cooperation with the International Tribunal for the Former Yugoslavia, with central and local government bodies, including the armed forces, and the right to have direct contacts with non-governmental organizations, private institutions and individuals;
- (v) The right to have the cooperation of the Croatian Government Office for Cooperation with the International Tribunal for the Former Yugoslavia and to meet regularly with its personnel to present and discuss requests for assistance;
- (vi) The right to have access to all prisons, detention centres and places of interrogation, upon approval by the Ministry of Justice, via the Croatian Government Office for Cooperation with the International Tribunal for the Former Yugoslavia;
- (vii) The right to make arrangements through its own facilities for the transfer of all databases and all information collected;
- (viii) The exemption from all direct taxes, import and export duties, registration fees and charges;
- (ix) The right to fly the United Nations flag on its premises and vehicles;
- (x) The right to unimpeded communication by radio, satellite or other forms of communication with United Nations Headquarters and between various offices, and to connect with the United Nations radio and satellite network on the registered frequencies of the United Nations and others assigned by the Government of the Republic of Croatia, as well as to communicate by telephone, telegraph or by other means;
- (xi) The right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the Liaison Office. The Government of the Republic of Croatia shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of the Liaison Office and its members.

Furthermore, in accordance with the provisions of article II of the Convention, the property, funds and assets of the Liaison Office, wherever located and by whomsoever held, shall be immune from search, seizure, requisition, confiscation, expro-

priation and any other form of interference, whether by executive, administrative, judicial or legislative action. The archives of the Liaison Office, and in general, all documents belonging to, used or held by it, wherever located in the Republic of Croatia and by whomsoever held, shall be inviolable.

It is understood that the Government shall, via the Croatian Government Office for Cooperation with the International Tribunal for the Former Yugoslavia, to the maximum extent possible, assist the Liaison Office in finding such premises as may be required for conducting the official and administrative activities of the Liaison Office in the territory of the Republic of Croatia. All premises used by the Liaison Office and its members shall be inviolable and subject to the exclusive control and authority of the Liaison Officer.

It is further understood that, upon the request of the Liaison Officer, the Government of the Republic of Croatia shall take the effective and adequate measures to ensure the appropriate security, safety and protection of the Liaison Office, its members, premises and property.

Any dispute or controversy arising out of or relating to this agreement shall be settled by negotiation or other mutually agreed mode of settlement.

If the above provisions meet with your approval, I would propose that this letter and your reply thereto constitute an agreement between the United Nations and the Republic of Croatia on the status of the Liaison Office of the Prosecutor of the International Tribunal for the Former Yugoslavia and its personnel with immediate effect.

(Signed) Kofi A. ANNAN

II

LETTER FROM THE PERMANENT MISSION OF THE REPUBLIC OF CROATIA TO THE UNITED NATIONS

10 February 2000

Excellency,

I have the honour to acknowledge receipt of Your Excellency's letter dated 6 December 1999 addressed to me, which reads as follows:

[See letter I]

I further have the honour to confirm on behalf of the Government of the Republic of Croatia its agreement with the provisions contained in Your Excellency's letter of 6 December 1999 and with Your Excellency's proposal that your letter of 6 December 1999 and this letter in reply constitute an agreement between the Republic of Croatia and the United Nations on the status of the Liaison Office of the Prosecutor of the International Tribunal for the Former Yugoslavia and its personnel with immediate effect upon the date of this reply.

(Signed) Ivan ŠIMONVIĆ
Permanent Representative
of the Republic of Croatia to the United Nations

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 the Hashemite Kingdom of Jordan. Signed at Amman on 30 June 1999²⁵

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 that 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 to 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 Hashemite Kingdom of Jordan 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, cooperate in programmes in Jordan,

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

Article I

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 Hashemite Kingdom of Jordan;

(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) "Kingdom" means the Hashemite Kingdom of Jordan;

(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 Nations 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 Kingdom;

(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 Kingdom.

2. UNICEF cooperation in programmes in the Kingdom shall be provided consistent with the relevant resolutions, decisions, 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 OPERATIONS

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 for 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 an office in the Kingdom 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 Kingdom to provide programme support to other countries in the region/area.

3. In the event that UNICEF does not maintain an office in the Kingdom, it may, with the agreement of the Government, provide support for 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 Kingdom 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.

2. UNICEF shall, from time to time, notify the Government of the names and the grades 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 organizations;

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

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

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

2. The Government shall also facilitate to UNICEF:

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

(b) 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 Kingdom, 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 Kingdom, 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 Kingdom, 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, transportation and distribution of such supplies, equipment and other materials after their arrival in the Kingdom.

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 provided by UNICEF 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, including the laws of the Kingdom.

2. Patent rights, copyright rights 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 Kingdom.

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 tranquillity of the office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

4. The archives of UNICEF, and in general all documents belonging to it, wherever located and by whomsoever held, shall be inviolable.

Article XI

UNICEF FUNDS, ASSETS AND OTHER PROPERTY

1. Without being restricted by financial controls, regulations or moratoria of any kind:

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

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

(c) UNICEF shall be accorded the most favourable, legally available rate of exchange for its financial activities.

2. UNICEF, its assets, income and other property shall:

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

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

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

Article XII

REETING 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 in the Kingdom;

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

(c) Be immune from national service obligations;

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

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

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

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

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 customs 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 in the Kingdom;

(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

UNICEF officials, experts on mission and persons performing services for UNICEF shall be entitled:

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

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

Article XVII

LOCALLY RECRUITED PERSONNEL ASSIGNED TO HOURLY RATES

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

Article XVIII

FACILITIES IN RESPECT OF COMMUNICATIONS

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

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

3. UNICEF shall have the right to operate radio and other telecommunication equipment at the frequencies internationally registered for the United Nations, and any other frequencies set by the Government, between the offices of the international organization (UNICEF), in particular with UNICEF headquarters in New York, and inside the Kingdom.

4. In the establishment and operation of its official communications, UNICEF shall be entitled to the rights and bound by the obligations of the relevant international conventions, including the International Telecommunication Convention (Nairobi, 1982) and the regulations annexed thereto.

Article XIX

FACILITIES IN RESPECT OF MEANS OF TRANSPORTATION

The Government shall, in accordance with the formal requirements of the Kingdom, grant UNICEF necessary permits or licences for, and shall not impose undue restrictions on, the acquisition or use and maintenance by UNICEF of civil aeroplanes and land motor vehicles required for programme activities under the present Agreement. These formal requirements, however, shall not affect the general principles laid down in this article.

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 Kingdom and, therefore, the Government shall bear all the risks of the operations under the present Agreement.

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

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

Article XXIII

ENTRY INTO FORCE

1. The present Agreement shall enter into force, following signature, on the day after the exchange between the Parties of an instrument of ratification or acceptance by the Government and of an instrument constituting an act of formal confirmation by UNICEF and, pending such ratification, it shall, by agreement of the Parties, be given provisional effect.

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 arising from or directly attributable to this Agreement, including its termination.

*
* *

A similar Basic Cooperation Agreement exists between the United Nations Children's Fund and the Government of Georgia.

4. AGREEMENTS RELATING TO THE UNITED NATIONS POPULATION FUND

Exchange of letters constituting an agreement between the United Nations (United Nations Population Fund) and the Kingdom of the Netherlands concerning arrangements for a forum associated with the five-year review of the implementation of the Programme of Action of the International Conference on Population and Development. Signed at New York on 4 February 1999²⁶

II

LETTER FROM THE UNITED NATIONS POPULATION FUND

4 February 1999

Sir,

I have the honour to refer to the letter dated March 1998, ref. 98/FE/020, (attached), from Mr. J. P. Pronk, former Minister for Development Cooperation of the Netherlands, which indicated that the Netherlands Government was willing to host a forum associated with the five-year review of the implementation of the Programme of Action of the International Conference on Population and Development and which also indicated that the Netherlands Government was willing to contribute financially to the Forum; and to recent discussions between officials of the United Nations Population Fund (UNFPA) and the Netherlands Ministry of Foreign Affairs.

With the present letter, I wish to obtain your Government's acceptance of the following arrangements:

I. DATE AND PLACE OF THE FORUM

1. The Forum, organized by UNFPA, shall be held at the Netherlands Congress Centre (Nederlands Congres Centrum) at The Hague, from 8 to 12 February 1999.
2. The activities related to The Hague Forum shall begin on Sunday, 7 February 1999, and end on Friday, 12 February 1999.

II. ATTENDANCE AT THE FORUM

1. The Forum shall be open to participation by:
 - (a) The representatives of States invited to participate by UNFPA;
 - (b) The representatives of associate members of the regional, commissions of the United Nations where UNFPA maintains programmes of assistance;
 - (c) The representatives of entities, intergovernmental organizations and other entities that have received a standing invitation from the General Assembly to participate in conferences in the capacity of observers;
 - (d) The representatives of specialized agencies of the United Nations;
 - (e) The representatives of other intergovernmental organizations;
 - (f) The representatives of interested organs of the United Nations;
 - (g) The representatives of non-governmental organizations (NGOs), including groups, invited by foundations, youth groups and regional parliamentary groups and UNFPA;
 - (h) Officials of the United Nations;
 - (i) Experts and consultants in the field of population and development invited by UNFPA;
 - (j) Other persons invited by UNFPA.
2. The public meetings of the Forum shall be open to representatives of information media accredited by the United Nations at its discretion, after consultation with the Government.

III. RESPONSIBILITIES OF UNFPA

1. Organize the Forum.
2. Issue invitations to the Forum and provide the Government with the list of participants.
3. Finance travel and related expenses for entitled participants.
4. Finance travel and related expenses for UNFPA officials, as well as experts and consultants invited by UNFPA referred to in paragraph II (1)(c) above.
5. In accordance with existing United Nations requirements, select, engage and finance a local contractor and personnel to assist UNFPA in the organization of the Forum.
6. Organize the registration of participants.
7. Provide a shuttle service to and from the principal hotels and the Forum premises for the duration of the Forum.

IV. RESPONSIBILITIES OF THE GOVERNMENT

1. The Government shall contribute 1,000,000 guilders towards the costs of the Forum.
2. The Government shall provide medical facilities adequate for first aid in emergencies within the Forum area. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital.
3. The Government shall furnish such police protection as may be required to ensure the effective functioning of the Conference in an atmosphere of security and tranquillity, free from interference of any kind. While such police services shall be under the direct supervision and control of a senior officer provided by the

Government, this officer shall work in close cooperation with a designated senior official of the United Nations.

V. LIABILITY

1. The Government shall deal with any action, claim or other demand against the United Nations or its personnel arising from:

(a) Injury to persons or damage to or loss of property in the premises provided for the Forum;

(b) Injury to persons or damage to or loss of property incurred in using the transportation provided by the Government for the Forum;

(c) The employment by the Government of local personnel for the Forum.

2. The Government shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand, unless the Parties agree that such injury or damage was caused due to gross negligence or wilful misconduct on the part of United Nations personnel.

VI. PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946 (hereinafter referred to as the "Convention"), shall be applicable to the Forum. Accordingly, the representatives of States referred to in paragraph II (1)(a) above shall enjoy the privileges and immunities provided under article IV of the Convention; officials of the United Nations performing functions in connection with the Forum referred to in paragraph II (1)(h) above shall enjoy the privileges and immunities under articles V and VII of the Convention and experts and consultants referred to in paragraph II (1)(i) above shall enjoy the privileges and immunities under articles VI and VII of the Convention.

2. The representatives of States which are not Members of the United Nations and the representatives referred to in paragraph I (1)(b) 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 Forum.

3. The representatives of the specialized agencies of the United Nations referred to in paragraph I (1)(d) above shall enjoy the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies.

4. The participants referred to in paragraph I (1)(c), (e), (f), (g) and (j) 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 Forum.

5. The local contractor and personnel engaged to provide services for the Forum, under paragraph III (5) above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with the Forum.

6. The Government shall impose no impediments to the transit to and from meetings of persons whose presence at the Forum is authorized by UNFPA and shall grant, without distinction on the ground of nationality, race, sex, religion and political affiliation, any visas required for such persons promptly and without charge, provided that the general conditions concerning entry are fulfilled. They shall be granted facilities for speedy travel.

7. For the purpose of the Convention on the Privileges and Immunities of the United Nations, the Forum premises 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 Forum, including the preparatory stage and the winding-up.

8. Without prejudice to their privileges and immunities, it is the duty of all participants enjoying privileges and immunities to respect the laws and regulations of the Netherlands. They also have a duty not to interfere in the internal affairs of the Netherlands.

VII. SETTLEMENT OF DISPUTES

Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention 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 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 procedures, 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 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 Kingdom of the Netherlands, which shall enter into force on the date of your reply and shall remain in force for the duration of the Forum and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled.

(Signed) Nafis SADIK, M.D.
Executive Director

ATTACHMENT

To the Executive Director of the United Nations Population Fund
Dr. Nafis SADIK

220 East 42nd Street, New York, NY 10017, USA

Date: March 1998

Reference: 98/FE/020

Section: DVN/FE

Subject: Programme of Action of the International Conference on Population and Development

With reference to your letters of 28 November 1997 and 12 January 1998 about the Forum associated with the five-year review of the implementation of

the Programme of Action of the International Conference on Population and Development, I am pleased to grant your request and host the Forum in Amsterdam. Our willingness to host the Forum is a sign of our commitment to the Conference process.

The Netherlands is also willing to contribute financially to the Forum. However, we would like to receive a more specific budget proposal before making any financial commitment.

(Signed) J. P. PRONK
Minister for Development Cooperation

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF THE NETHERLANDS TO THE UNITED NATIONS

4 February 1999

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

[See letter I]

In reply to your letter, I hereby confirm, on behalf of the Government of the Kingdom of the Netherlands, the above and that this exchange of letters shall constitute an Agreement between the United Nations and the Kingdom of the Netherlands, which shall enter into force on the date of this reply and shall remain in force for the duration of the Forum and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled. The total duration of this Agreement shall not exceed one year.

(Signed) Peter VAN WALSUM
*Ambassador
Permanent Representative
to the United Nations*

B. Treaty provisions concerning the legal status of intergovernmental organizations related to the United Nations

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES.²⁷ APPROVED BY THE GENERAL AS- SEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947

In 1999, no State acceded to the Convention or, if already parties, undertook by a subsequent notification to apply the provisions of the Convention in respect of the specialized agencies.

As at 31 December 1999, 106 States were parties to the Convention.²⁸

2. INTERNATIONAL LABOUR ORGANIZATION

- (a) Cooperation Agreement between the International Labour Organization and the Inter-Parliamentary Union. Signed at Geneva on 27 May 1999²⁹

Whereas the aim of the International Labour Organization (hereinafter referred to as "ILO") is to achieve social justice through the improvement of conditions of labour, the protection of workers and the promotion of democratic principles such as the principle of freedom of association based on tripartite dialogue,

Whereas the purpose of the Inter-Parliamentary Union (hereinafter referred to as "IPU") is to work for peace and cooperation among peoples and for the firm establishment of representative institutions based on the respect of fundamental human rights,

Whereas, the common objectives of ILO and IPU are the pursuance of peace and democracy by promoting international cooperation in their respective areas of competence in order to further universal respect for justice, the rule of law, human rights and fundamental freedoms, and whereas these common goals and objectives can be effectively advanced through cooperation and joint action,

Now therefore, ILO and IPU, being desirous of cooperating with each other within the framework of their respective constitutional mandates, have agreed as follows:

Article I

GENERAL

1.1 ILO recognizes that IPU, as the world organization of national parliaments, by virtue of its character and responsibilities plays an important role in promoting peace, democracy and international cooperation, in furtherance of and in conformity with the purposes for which ILO was established.

1.2 IPU recognizes the responsibilities and fields of action of ILO under its Constitution and undertakes to give active support to the activities of ILO, in accordance with the purposes and principles of the ILO Constitution and with the policies established by the respective governing bodies of the parties.

1.3 ILO and IPU agree that the strengthening of cooperative relations between them will facilitate the effective exercise of their mutually complementary activities and therefore undertake to further those relations through the adoption of the practical measures set forth in the following provisions of this Agreement.

Article II

CONSULTATIONS AND EXCHANGE OF INFORMATION

2.1 ILO and IPU shall hold consultations on a regular basis in order to exchange views on matters of common concern. The date and form of such consultations shall be agreed between the parties.

2.2 Each organization shall keep the other appropriately informed of developments in its work and shall arrange for a regular exchange of documents and publications which may be of mutual interest.

Article III

MUTUAL REPRESENTATION

3.1 ILO shall be invited to be represented and to participate as an observer at meetings of the Inter-Parliamentary Conference. ILO may also, whenever appropriate and subject to such conditions as may be agreed upon, be invited to participate in other meetings of IPU dealing with subjects which fall within the competence, activities and expertise of ILO.

3.2 IPU shall be invited to participate in meetings of the International Labour Conference with the status of an official international organization. IPU may also, whenever appropriate and subject to such conditions as may be agreed upon, be invited to participate in meetings organized by ILO in which IPU has expressed an interest.

Article IV

AREAS OF COOPERATION

4.1 In order to achieve effective cooperation and liaison between the two organizations, each organization shall designate a senior official to follow the progress of cooperation and to act as a point of contact.

4.2 ILO and IPU shall together explore areas for cooperation and shall offer appropriate assistance to each other in support of future joint action, particularly with regard to:

(a) The promotion or ratification of instruments adopted by the International Labour Conference and their implementation through appropriate national legislation and regulations; and

(b) The promotion and implementation of fundamental principles and rights at work, set out in the ILO Constitution and in the Declaration of Philadelphia annexed to it and recalled in the ILO Declaration on Fundamental Principles and Rights at Work, as an essential factor of parliamentary democracy and development.

4.3 These joint activities may include, but are not limited to, the holding of joint special meetings or conferences at appropriate intervals on subjects within the competence of ILO, and of particular relevance and interest to parliaments and parliamentarians, including follow-up action and implementation of relevant ILO activities.

4.4 Each organization may ask the other for its assistance in the technical study of matters which are within the latter's field of competence. Any such request shall be examined by the other organization, which, within the framework of its policies, programmes and rules, shall make every effort to give appropriate assistance in such a manner and along such lines as may be agreed upon by the two organizations.

4.5 Each organization shall follow its own procedures in authorizing and financing the conduct of joint activities.

Article V

ENTRY INTO FORCE, AMENDMENTS AND DURATION

5.1 This Agreement, having previously been approved by both the Governing Body of ILO and by the Inter-Parliamentary Council, shall enter into force on the date of its signature by the duly authorized representatives of the Parties.

5.2 This Agreement may be amended by mutual consent in accordance with the respective rules and regulations of the Parties. Such arrangements shall enter into force one month following notification of consent by both Parties.

5.3 Each Party may terminate this Agreement by giving six months' notice in writing to the other Party.

IN WITNESS WHEREOF, the undersigned, being duly authorized representatives of ILO and IPU, have signed the present Agreement.

Signed this 27th day of May 1999 at Geneva in two originals each in the English and French languages, both of which are the original and authentic texts.

*For the International Labour
Organization:*
(Signed) Juan SOMAVIA
Director-General
of the International Labour Office

For the Inter-Parliamentary Union:
(Signed) Miguel Angel MARTÍNEZ
President
of the Inter-Parliamentary Union

(Signed) Anders B. JOHANSSON
Secretary-General
of the Inter-Parliamentary Union

- (b) Memorandum of Understanding between the International Labour Organization and the Pan-American Health Organization to support Latin America and Caribbean countries in the extension of social protection in health to excluded populations. Signed at Lima on 24 August 1999³⁰

Preamble

Whereas the International Labour Organization (hereinafter referred to as "ILO"), a specialized agency of the United Nations, is the constitutionally mandated international organization and competent body to set and deal with international labour standards and, inter alia, to ensure the extension of social security and medical care to all,

Whereas the Pan-American Health Organization (hereinafter referred to as "PAHO"), serves as the regional office of the World Health Organization for the Americas and the specialized health agency of the inter-American system, internationally recognized and mandated to promote health and to prevent disease and contribute to attaining equitable access to quality health services,

Recalling that the heads of State and Government attending the World Summit for Social Development pledged to ensure a particular focus on and priority attention to the fight against the worldwide conditions that pose severe threats to the health, safety, peace, security and well-being of their people,

Considering that the goals and objectives of social development, articulated at the World Summit for Social Development, require continuous efforts to reduce and eliminate major sources of social distress and instability for the family and for society,

Recalling the ILO Declaration on Fundamental Principles and Rights at Work and its Follow-up, 1998,

Aware of the strategic objectives of ILO of enhancing the coverage and effectiveness of social protection for all, as well as strengthening tripartism and social dialogue,

Aware of the strategic and programme orientation of PAHO for the period 1999-2002 of strengthening and developing health-care systems and services in the Americas for attaining equitable access to quality and appropriate health care,

Recalling the mandate of the First Summit of the Americas, held at Miami in December 1994, of supporting member States in their health sector reform efforts,

Considering that the two organizations are committed to support countries of Latin America and the Caribbean to expand social protection in health to excluded populations,

The Parties have reached the following understanding:

Section I

PURPOSE AND SCOPE

This Memorandum of Understanding establishes a framework for cooperation between ILO and PAHO to develop and implement a joint initiative outlining activities to promote equitable access to quality and appropriate health care in Latin America and the Caribbean.

Section II

OBJECTIVES

The objective of the Parties is to design and implement jointly an initiative, based on a common work plan, to support the countries of Latin America and the Caribbean to reach the following long-term objectives:

(a) To enable States members of ILO and PAHO in Latin America and the Caribbean to extend coverage of health-care systems and to develop policies for extending social protection for health care, particularly in the informal sector, in both urban and rural areas and among unprotected groups;

(b) To involve all the major stakeholders in the process of policy design, implementation, monitoring and evaluation, in order to gain public support for health reform policy in the region.

Section III

IMPLEMENTATION

In the implementation of this Memorandum of Understanding, the Parties shall:

(a) Establish a technical committee composed of officials from the secretariats of both organizations to exchange information and promote and coordinate activities which the Parties may agree upon;

(b) Produce a position paper on the comparative advantages and disadvantages of micro-insurance schemes and other alternative mechanisms for extending social health insurance; examine, in the framework of the position paper, options and recommendations to strengthen existing social health insurance structures, as well as ways to enhance links between micro-insurance schemes and social security schemes, as appropriate;

(c) Conduct case studies in the region in the framework of a comprehensive overview of successful and unsuccessful experiences of micro-insurance in terms of their contribution to the reduction of exclusion and enhanced access to health services and with a view to developing recommendations of best practices;

(d) Carry out a comparative analysis of national policies for health insurance; this analysis will provide information on institutional causes of, and the magnitude of, exclusion from social protection for health care and identify strategies to overcome these obstacles specifically adapted to the conditions prevailing in Latin American and the Caribbean;

(e) Jointly organize a regional tripartite meeting on the "Extension of Social Protection for Health Care to Unprotected People in Latin America and the Caribbean" in November 1999 in Mexico City; the meeting will bring together all key stakeholders (workers' and employers' organizations, governmental institutions, including ministries of labour, health and social development, representatives of social security institutions, local government, non-governmental organizations, international organizations and selected communities, as well as selected research institutions and universities); the meeting will formulate an action plan to support countries in their efforts to extend social protection for health care to the informal sector and excluded populations;

(f) Develop a tool kit for the use of decision makers in Latin America and Caribbean countries in implementing policies to extend social protection for health care, and a support structure for micro-insurance schemes;

(g) Any other activities as the Parties may agree upon.

Section IV

OPERATIONAL ASPECTS

In the framework of this Memorandum of Understanding, the Parties undertake the following responsibilities:

(a) ILO and PAHO shall jointly bear the costs of the regional meeting planned for November 1999 in Mexico;

(b) ILO and PAHO shall establish joint technical cooperation programmes with the member countries involving national counterparts;

(c) ILO and PAHO shall coordinate the implementation of such cooperation programmes with the member countries;

(d) ILO and PAHO shall join their efforts for the mobilization of external financial and technical resources from the international community to advance this initiative and shall develop a general framework to promote these efforts;

(e) The initiative of ILO and PAHO should serve as a catalyst for the development and implementation of, and financial commitments towards, innovative approaches for the extension of health insurance, in partnership and consultation with all key stakeholders;

(f) ILO and PAHO shall share information about proposed development operations to be financed within the resources available from each organization; operational plans will be endorsed and realized through exchanges of letters in the context of this Memorandum of Understanding;

(g) ILO and PAHO shall consult and agree on how the activities to be jointly undertaken should be financed.

Section V

COLLABORATIVE AGREEMENTS

1. External collaboration

ILO and PAHO may, in accordance with their respective rules and regulations, collaborate with outside specialized institutions and universities for the following purposes:

- (a) To carry out specific research tasks, in accordance with modalities to be agreed upon by the Parties;
- (b) To publish the results of research undertaken in connection with this Memorandum of Understanding;
- (c) To advise on the design and the scientific evaluation of activities to be carried out in connection with this Memorandum of Understanding.

2. Intellectual property

Research results shall, as far as possible, be published jointly; where this is not feasible, the Parties agree, after consultation with each other, to permit either organization to publish any of the results on its own or in collaboration with others, giving due recognition to the contribution of the other organization. For material published under joint copyright, each Party shall have the right to adapt the published material for its work in other regions or outside the framework of this Memorandum of Understanding.

Section VI

EVALUATION

ILO and PAHO will jointly evaluate progress in the implementation of this Memorandum of Understanding at least once every year. The Parties may consider a specific role for outside research and evaluation bodies for this purpose and may consider setting up a technical advisory group for this purpose.

Section VII

COOPERATION WITH INTERNATIONAL AND NATIONAL ORGANIZATIONS

1. ILO and PAHO may consult, separately or jointly, with international and national organizations, as appropriate and in accordance with their respective rules and regulations, in order to achieve the objectives of the initiative, maximize the efficient use of resources or acquire additional funding. These may include both public and private organizations active in the area of social, economic and health development. The Parties shall inform each other on their respective contacts in this regard.

2. ILO and PAHO may, in accordance with their respective rules and regulations, explore strategic alliances with other governmental and non-governmental organizations to implement appropriate strategies for related activities in the region.

Section VIII

CONFLICT RESOLUTION

Any differences in the interpretation or application of this Memorandum of Understanding shall be resolved by common agreement of the Parties. In the absence of such agreement, any differences shall be referred to arbitration under a procedure to be agreed upon by the Parties.

Section IX

DATE OF ENTRY INTO FORCE, AMENDMENTS AND TERMINATION

1. This Memorandum of Understanding shall enter into force upon its signature and shall remain in force until revoked by the Parties. After an initial period of three years, the Parties shall review the Memorandum of Understanding with a view to its continuation, amendment or termination.

2. This Memorandum of Understanding may be amended by written agreement between the Parties. Such amendments shall specify the effective date of the modifications.

3. This Memorandum of Understanding may be terminated by either of the Parties at any time upon giving 90 days' advance notice in writing to the other Party. However, such termination shall be without prejudice to any commitments made to third parties before the notice of termination was received.

*For and on behalf of the International
Labour Organization:*

*(Signed) Juan SOMAVIA
Director-General*

*For and behalf of the Pan-American
Health Organization:*

*(Signed) George A. O. ALLEYNE
Director*

3. UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

Cooperation Agreement between the United Nations Educational, Scientific and Cultural Organization and the International Criminal Police Organization—Interpol. Signed at Paris on 5 October 1999³¹

Preamble

The International Criminal Police Organization—Interpol (hereinafter referred to as INTERPOL) and *The United Nations Educational, Scientific and Cultural Organization* (hereinafter referred to as UNESCO),

Wishing to coordinate their efforts within the framework of the mission assigned to them,

Recognizing that INTERPOL is responsible for ensuring and promoting the widest possible mutual assistance between all the criminal police authorities within the limits of the laws existing in the different countries and in the spirit of the Universal Declaration of Human Rights,

Recognizing that the purpose of UNESCO is to contribute to peace and security by promoting collaboration among the nations through education, science and culture in order to further universal respect for justice, for the rule of law and for human rights and fundamental freedoms,

Recognizing the desirability of UNESCO cooperating with INTERPOL in combatting, among other things, illicit traffic in cultural property and crime, taking advantage of new technology, such as cybercrime and child pornography,

Have agreed on the following:

Article 1

MUTUAL CONSULTATION

1. INTERPOL and UNESCO shall consult regularly on policy issues and matters of common interest for the purpose of realizing their objectives and coordinating their respective activities.

2. INTERPOL and UNESCO shall exchange information on developments in any of their fields and projects that are of mutual interest and shall reciprocally take observations concerning such activities into consideration with a view to promoting effective cooperation.

3. When appropriate, consultation shall be arranged at the required level between representatives of UNESCO and INTERPOL to agree upon the most effective way in which to organize particular activities and to optimize the use of their resources in compliance with their respective mandates.

Article 2

EXCHANGE OF INFORMATION

1. INTERPOL and UNESCO shall combine their efforts to achieve the best use of all available information relevant to trafficking of cultural properties and crime, taking advantage of new technology.

2. Subject to such arrangements as may be necessary for the safeguarding of confidential information, INTERPOL and UNESCO shall ensure full and prompt exchange of information and documents concerning matters of common interest.

3. Communication of police information by INTERPOL to UNESCO shall be subject to the internal regulations of INTERPOL. If an item of information communicated by INTERPOL to UNESCO is modified or deleted, INTERPOL shall inform UNESCO so that the latter may keep its own archives up to date. INTERPOL shall not be liable in the event that the use by UNESCO of an item of information is prejudicial to an individual's or entity's interests, if INTERPOL has informed UNESCO that that item of information has been modified or deleted. Police information communicated by INTERPOL to UNESCO shall be used by UNESCO exclusively for the purposes of prevention or suppression of transnational ordinary law crime, with due respect for national laws and international treaties.

4. Communication of information by UNESCO to INTERPOL shall be subject to the provisions of UNESCO's internal regulations.

Article 3

RECIPROCAL REPRESENTATION

1. Representatives of INTERPOL and representatives of UNESCO shall be invited to attend meetings convened under their respective auspices and participate, as observers without vote, in the deliberations thereof, with respect to matters of mutual interest and competence. Additional arrangements for reciprocal representation may be made if and when necessary.

2. The Director-General of UNESCO and the Secretary-General of INTERPOL shall each designate a person to act as a focal point with a view to ensuring the implementation of the provisions of the present Cooperation Agreement.

Article 4

TECHNICAL COOPERATION

1. INTERPOL and UNESCO shall, in the interest of their respective activities, seek and share each other's expertise and experience to optimize the effects of such activities.

2. UNESCO shall review, at the request of INTERPOL, projects at national, regional and global levels in order to provide comments and suggestions appropriate to its domain of expertise.

3. By mutual agreement, UNESCO and INTERPOL shall cooperate in the development and execution of programmes, projects and activities relating particularly to crimes and offences concerning cultural property and information and communication technologies.

4. Joint activities to be conducted under the present Cooperation Agreement shall be subject to the approval of individual project documents by both Parties and shall be monitored under an agreed mechanism.

5. INTERPOL and UNESCO shall cooperate in evaluating such programmes, projects and activities of common interest, subject to mutual agreement on a case-by-case basis.

Article 5

PERSONNEL ARRANGEMENTS

Subject to their relevant internal regulations, UNESCO and INTERPOL shall examine the possibility of organizing the exchange of personnel on a temporary basis. They will enter into special arrangements, if necessary, for that purpose.

Article 6

ENTRY INTO FORCE, MODIFICATION AND DURATION

1. The present Cooperation Agreement shall enter into force on the date on which it is signed by the Secretary-General of INTERPOL and the Director-General of UNESCO, subject to the approval of the INTERPOL Executive Committee and of the Executive Board of UNESCO.

2. The present Cooperation Agreement may be modified by mutual consent expressed in writing. It may also be revoked by either Party by giving six months' notice to the other Party.

IN WITNESS WHEREOF, the Secretary-General of the International Criminal Police Organization—Interpol and the Director-General of the United Nations Educational, Scientific and Cultural Organization have signed the present Cooperation Agreement in duplicate in English and French, both texts being equally authentic, on the dates appearing under their respective signatures.

For INTERPOL:

(Signed) R. E. KENDALL
Secretary-General

5 October 1999

For UNESCO:

(Signed) Fredrico MAYOR
Director-General

5 October 1999

4. INTERNATIONAL CIVIL AVIATION ORGANIZATION

Supplementary Agreement between the International Civil Aviation Organization and the Government of Canada regarding the headquarters of the International Civil Aviation Organization. Signed at Calgary on 28 May 1999³²

The International Civil Aviation Organization and the Government of Canada,

Considering the obligations of the Government of Canada as host State to the International Civil Aviation Organization (ICAO),

Considering the Headquarters Agreement between the Government of Canada and the International Civil Aviation Organization signed on 4 and 9 October 1990,

Recalling the desire expressed by the Council, particularly on 12 December 1979, that the Lease for the headquarters premises of the International Civil Aviation Organization be signed by the Government of Canada,

Desiring to replace the Supplementary Headquarters Agreement signed on 12 and 16 September 1980 in order to reflect the relocation of the International Civil Aviation Organization's Headquarters on 1 November 1996,

Have agreed as follows:

Article I

LEASE OF ICAO PREMISES

1. The Government of Canada has signed a lease with the owner of La Maison de l'OACI (hereinafter referred to as "the Lease"), located at 999 University Street (hereinafter referred to as "the Building"), Montreal, Quebec, Canada, for the sole purpose of providing reasonable and adequate space for the headquarters of the International Civil Aviation Organization (hereinafter referred to as "the Organization").

2. The Government of Canada agrees to rent from the owner and the Organization agrees to occupy the entire Building for a period of 20 years and one month, renewable as prescribed in clause 4.4 of the Lease, beginning 1 November 1996, and corresponding to the present needs of the Organization's headquarters. The Organization shall not make substantial alteration to the surface it occupies involving, inter alia, major electrical or mechanical systems and base building structures without the consent of the Government of Canada.

3. The Government of Canada and the Organization agree that the total rental cost of the Building includes the rent as set out in clause 3 of the Lease, operating costs as set out in clause 10 of the Lease and property taxes as set out in clause 6 of the Lease.

4. The Government of Canada shall assume, on a yearly basis, 75 per cent of the rent and of operating costs and all of the property taxes; the Organization agrees, on its part, to assume, on a yearly basis, 25 per cent of the rent and of operating costs to be paid to the Government of Canada. In accordance with article 6 of the Headquarters Agreement, the Government of Canada shall continue to exempt the Organization from all direct taxes; however, the Organization shall not claim exemption from taxes which are, in fact, no more than charges for public utility services.

5. The Government of Canada and the Organization shall work in cooperation to ensure that expenses relating to the operation of the Building are kept as low as possible.

Article II

OBLIGATIONS UNDER THE LEASE

1. Taking into consideration that the said premises are rented solely and exclusively for the needs of the Organization's headquarters, the Government of Canada shall, as the lessee, assure that the lessor complies with its obligations as specified in the Lease or as they may be prescribed in the Civil Code of Quebec, or under any other laws.

2. Subject to the relevant provisions of the Headquarters Agreement and the present Agreement, in particular article I, paragraph 4, the Organization shall, as the lawful occupant of the premises located in the Building, assume the same obligations and liabilities towards the Government of Canada as the Government of Canada shall, as the lawful lessee of the said premises, assume towards the lessor under the Lease or the Civil Code of Quebec or any other law.

3. Notwithstanding any references in this Supplementary Agreement to the Lease between the Government of Canada and the owner of the premises, the mutual rights and obligations of the Government of Canada and the Organization with respect to the headquarters premises shall be governed by this Supplementary Agreement.

Article III

CONSULTATION

1. Any matter related to the use and management of the Building which may, in the view of the Organization, affect its interest as the lawful occupant of the Building shall be subject to consultation between the Parties, with a view to reaching a mutually satisfactory agreement.

2. Without limiting the generality of the foregoing, the matters subject to consultation include sublease by the Government of Canada, security, cleaning standards, standards for leased accommodation, replacement of building management and/or contractors, and any matter related to the option to purchase the Building.

Article IV

CONCURRENCE

The following matters shall be subject to the concurrence of the Organization, which the Organization as the lawful occupant of the Building shall not unreasonably withhold:

(1) Estimated capital costs of repair, replacement, maintenance and operation of the Building and equipment incurred after the first five (5) years other than capital costs, which will be borne solely by the lessor;

(2) Estimated capital costs of renovation and upgrades of the Building and equipment at any time except the cost of the atrium extension, which will be borne by the lessor;

(3) Projected operating costs that would exceed substantially the operating costs of the previous year.

Article V

SPACE ALLOCATED TO REPRESENTATIVES AND OTHERS

1. On conditions it may determine consistent with the Lease, the Organization shall have the right to:

(a) Provide space for occupancy by representatives of the member States on the Council and representatives of such other States members of the Organization and other international organizations who are accredited to it; it is understood that no consular activities shall be carried out in the building;

(b) Provide parking space on the premises to its staff members and to the representatives mentioned in subparagraph (a) above and to such other persons as required by the official activities of the Organization;

(c) Make available the conference facilities to:

(i) Other United Nations bodies, intergovernmental and non-governmental organizations, listed in annex A to this Agreement. All additional expenses incurred by such use shall be borne entirely by the Organization. The Government of Canada shall be informed in writing pursuant to a subsidiary arrangement as set out in annex B as soon as possible prior to holding such meetings;

(ii) Other bodies not covered in (i) above, with the concurrence of Canada, which shall not be unreasonably withheld. Any income and expenses related to such use shall be shared between the Parties pursuant to the above-mentioned subsidiary arrangement. The latter shall also deal with related matters such as immunities, insurance coverage and security.

2. For the purpose of the activities described in paragraph 1 (c) of this article and when the facilities are made available to organizations or individuals who do not enjoy, in Canada, privileges and immunities comparable to those enjoyed by the Organization, the Organization is deemed to be involved in commercial activities and to have renounced, with respect to such activities which shall be located only in the conference block, the immunities referred to in articles 3 and 4 of the Headquarters Agreement. However, when ICAO makes available conference facilities to intergovernmental organizations working in the field of civil aviation and listed in annex A for meetings scheduled to take place in the context of the ICAO Council or Assembly, such use of conference facilities will be considered related to the work of ICAO.

Article VI

SECURITY

In consultation with the Government of Canada, the Organization shall provide on the headquarters premises internal security measures required by the nature, function and operations of the Organization.

Article VII

PURCHASE OF THE BUILDING

The Government of Canada reserves the right to exercise, at the end of the term and under the conditions specified in the Lease, the option to purchase the Building. In the case of exercise of such option, the Government of Canada shall transfer to the Organization twenty-five per cent (25%) of the ownership in the

Building corresponding to the pro-rata share of rental instalments actually paid by the Organization during the twenty (20) year rental period, subject to the obligation of the Organization to accept such a transfer and to reimburse the Government of Canada for twenty-five per cent (25%) of the purchase price, as set out in the Lease as applicable to the exercise of the purchase option. In case the Government of Canada does not wish to exercise the option for itself, it shall, at the written request of the Organization, exercise the option and transfer ownership of the Building to the Organization for its own use during a minimum period of twenty (20) years. In this case, the Organization shall make payment to the Government of Canada of the purchase price, as set out in the Lease as applicable to the exercise of the purchase option and of any cost associated with the transaction itself. In the event of the Organization purchasing the Building, all the obligations of the Government of Canada under this Agreement regarding accommodation of the Organization, in particular those under articles I and II thereof, shall cease, subject to the provisions of the Headquarters Agreement.

Article VIII

SETTLEMENT OF DISPUTES

Any dispute between the Organization and the Government of Canada concerning the interpretation or application of this Supplementary Agreement shall be settled in accordance with article 32 of the Headquarters Agreement.

Article IX

COURT ACTIONS

1. Without prejudice to the privileges and immunities of the Organization as defined in the Headquarters Agreement, the Government of Canada reserves its right to refer any cause of action, vis-à-vis a third party, related to the Lease or the premises to the competent courts of Canada.

2. The Organization shall, in such circumstances, facilitate the proper administration of justice and assist the Government of Canada by providing all relevant evidence.

Article X

FINAL CLAUSES

1. This Supplementary Agreement may be revised at the request of either of the Parties, subject to mutual consultation and mutual consent concerning any amendments. The Organization and the Government of Canada may conclude supplementary agreements amending the provisions of this Supplementary Agreement so far as this is deemed desirable.

2. This Supplementary Agreement shall enter into force on the date of signature, but with effect from 1 November 1996. It shall remain in force for a period of 20 years and one month, until 30 November 2016, in accordance with paragraph 2 of article I and thereafter for any period agreed between the Parties.

3. This Supplementary Agreement shall supersede the Supplementary Agreement signed on 12 and 16 September 1980.

IN WITNESS WHEREOF the respective representatives, being duly authorized thereto, have signed this Supplementary Agreement.

DONE in duplicate at Montreal on the 28th day of May 1999, in the English and French languages, both texts being equally authentic.

*For the International Civil Aviation
Organization:*

(Signed) R. C. COSTA-PEREIRA

*For the Government
of Canada:*

(Signed) Ghislaine RICHARD

ANNEX A

List of international organizations

1. *Organizations with which agreements have been concluded*

United Nations

International Atomic Energy Agency

2. *Specialized agencies*

Food and Agriculture Organization of the United Nations

International Fund for Agricultural Development

International Labour Organization

International Maritime Organization

International Monetary Fund

International Telecommunication Union

United Nations Educational, Scientific and Cultural Organization

United Nations Industrial Development Organization

Universal Postal Union

World Bank

World Health Organization

World Intellectual Property Organization

World Meteorological Organization

Including the following UN programmes and regional economic commissions:

United Nations programmes

Office of the United Nations Disaster Relief Coordinator

Office of the United Nations High Commissioner for Refugees

United Nations Children's Fund

United Nations Conference on Trade and Development

United Nations Development Programme

United Nations Environment Programme

United Nations Institute for Training and Research

United Nations Relief and Works Agency for Palestine Refugees in the Near East

United Nations University

World Food Programme

Regional economic commissions

Economic and Social Commission for Asia and the Pacific

Economic and Social Commission for Western Asia

Economic Commission for Africa

Economic Commission for Europe

Economic Commission for Latin America and the Caribbean

3. *Intergovernmental organizations*

African Civil Aviation Commission
Agency for the Safety of Aerial Navigation in Africa and Madagascar
Arab Civil Aviation Commission
Central American Corporation for Air Navigation Services
Council of Europe
European Civil Aviation Conference
European Economic Community
European Organization for the Safety of Air Navigation
European Space Agency
International Criminal Police Organization—Interpol
International Hydrographic Organization
International Institute for the Unification of Private Law
Interstate Aviation Committee
Latin American Civil Aviation Commission
League of Arab States
Organization of American States
Organization of Central American States
Pan American Institute of Geography and History
World Tourism Organization
World Trade Organization

4. *Non-governmental organizations*

Aeronautical Radio Inc.
Aerospace Medical Association
Airports Council International
Institute of Air Transport
Institute of International Law
Inter-American Statistical Institute
International Academy of Aviation and Space Medicine
International Aeronautical Federation
International Airline Navigators Council
International Air Safety Association
International Air Transport Association
International Association of Aircraft Brokers and Agents
International Association for the Physical Sciences of the Ocean
International Automobile Federation
International Business Aviation Council
International Chamber of Commerce
International Commission on Illumination
International Coordinating Council of Aerospace industries Associations
International Council of Aircraft Owner and Pilot Associations
International Federation of Air Line Pilots' Associations
International Geographic Union
International Law Association
International Maritime Radio Committee
International Organization for Standardization

International Statistical Institute
International Touring Alliance
International Transport Workers' Federation
International Union of Aviation Insurers
International Union of Geodesy and Geophysics
International Union of Railways
Société internationale de télécommunications aéronautiques

ANNEX B

28 May 1999

Mr. R. C. Costa Pereira
Secretary-General International Civil Aviation Organization
Suite 12.15
999 University Street
Montreal, Quebec
H3C 5H7

Dear Mr. Costa Pereira:

Pursuant to the Supplementary Headquarters Agreement between the Government of Canada and the International Civil Aviation Organization (ICAO), signed on 28 May 1999, I would like to propose the following arrangements setting out the details as to how the process envisaged by article V (1)(c) (i) and (ii) of the said Agreement will work in practice:

1. As soon as possible before the meetings envisaged in subparagraph (i) are being held, ICAO shall inform in writing (by fax or otherwise) the official of the Department of Public Works and Government Services working at the Canadian Mission to ICAO, with a copy to the regional administrator of the Department.

2. Such communication shall include:

- (a) The date(s) and duration of the event;
- (b) Its exact location;
- (c) The approximate number of participants;
- (d) What administrative (support staff and security) measures are envisaged by ICAO to ensure that all organization aspects will work properly;
- (e) A confirmation of sufficient insurance coverage.

3. When the meetings envisaged in subparagraph (ii) are being considered by ICAO, that is before the conclusion of any contract with a third party, ICAO shall seek in writing Canada's concurrence by communicating with the above official from the Department of Public Works and Government Services. The ICAO communication shall cover the same points as above, if possible; otherwise the information sought in (a) to (e) shall be transmitted to Canada as soon as available. The Canadian response shall be sent back to the Chief, Conference Services, acting as ICAO representative. Furthermore, the Parties agree to share on a 50%/50% basis any net income created by the rental activities covered by this subparagraph (ii) of article V (1)(c).

4. Using the above channel of communication, ICAO shall swiftly inform Canada of any cancellation, or other change in plans further to a notification pursuant to subparagraph (i) or to a request for concurrence as per subparagraph (ii).

If you are agreeable to the above, I would appreciate your confirmation in writing. This letter and your positive reply will then constitute the subsidiary arrangement referred to in Article V (1)(c)(i) and (ii).

(Signed) Ghislaine RICHARD

5. WORLD HEALTH ORGANIZATION

- (a) Agreement between the World Health Organization and the Universal Postal Union.³³ Signed at Geneva on 9 February 1999³⁴

Preamble

The World Health Organization (hereinafter referred to as WHO) and
The Universal Postal Union (hereinafter referred to as UPU)

Wishing to coordinate their efforts within the framework of the missions assigned to them,

Recognizing that WHO is the United Nations specialized agency responsible for providing information, counsel and assistance in the field of health; promoting cooperation among scientific and professional groups which contribute to the advancement of health; and advancing work in the prevention and control of the international spread of diseases,

Recognizing that UPU is the United Nations specialized agency the purpose of which is to organize and improve the postal services and to promote, in this field, the safe transport of mail,

Recognizing that the desirability of UPU cooperating, within the field of its competence, with WHO in promoting, among other things:

- (a) The safe transport of infectious substances;
- (b) The safe transport of diagnostic specimens;
- (c) The development of safer packaging systems at minimum cost;
- (d) The development of simple labelling to aid compliance;
- (e) The development of training programmes and awareness campaigns to introduce Recommendations in all countries,

Have agreed on the following:

Article I

MUTUAL CONSULTATION

1. WHO and UPU shall consult as needed on policy issues and matters of common interest for the purpose of realizing their objectives and coordinating their respective activities.

2. WHO and UPU shall exchange information on developments in any of their fields and projects that are of mutual interest and shall reciprocally take observations concerning such activities into consideration with a view to promoting effective coordination.

3. When appropriate, consultations shall be arranged at the required level between representatives of UPU and WHO to agree upon the most effective way in which to organize particular activities and to optimize the use of their resources in compliance with their respective mandates.

Article II

EXCHANGE OF INFORMATION

WHO and UPU shall combine their efforts to achieve the best use of all available information relevant to the transportation of infectious substances using the postal services.

Article III

RECIPROCAL REPRESENTATION

1. Appropriate arrangements may be made for the reciprocal representation at WHO and UPU meetings convened under their respective auspices and which consider matters in which the other Party has an interest or technical competence.

2. The Director-General of the International Bureau of UPU and the Director-General of WHO shall appoint a focal point with a view to ensuring the implementation of the provisions of the present Agreement.

Article IV

TECHNICAL COOPERATION

1. When in the interest of their respective activities, WHO and UPU shall seek each other's expertise to optimize the effects of such activities.

2. UPU shall endeavour, through its bodies as well as its Postal Security Action Group, to sensitize the national postal administration to the need to apply measures to ensure the safe transport of infectious substances.

3. By mutual agreement, UPU and WHO shall associate themselves in the development and execution of programmes, projects and activities relating particularly to the safe transport of infectious substances through the post.

4. Joint activities to be conducted under the present Agreement shall be subject to the approval of individual project documents by both Parties and shall be monitored under an agreed mechanism.

5. WHO and UPU shall cooperate in evaluating such programmes, projects and activities as have common interest subject to mutual agreement on a case-by-case basis.

Article V

ENTRY INTO FORCE, MODIFICATION AND DURATION

1. The present Agreement shall enter into force on the date on which it is signed by the Director-General of WHO and the Director-General of the International Bureau of UPU, subject to the approval of the UPU Council of Administration and the World Health Assembly.

2. The Agreement may be modified by mutual consent expressed in writing. It may also be revoked by either Party by giving six months' notice to the other Party.

IN WITNESS WHEREOF, the Director-General of the World Health Organization and the Director-General of the International Bureau of the Universal Postal Union sign the present Agreement in duplicate, in English and French, both texts being authentic, on the dates appearing under their respective signatures.

For the World Health Organization:
(Signed) Dr. Gro Harlem BRUNDTLAND
Director-General
9 February 1999

*For the Universal Postal Union
(International Bureau):*
(Signed) Thomas E. LEAVEY
Director-General
9 February 1999

- (b) Basic Agreement between the World Health Organization and the Government of Belarus for the establishment of technical advisory cooperative relations. Signed at Geneva on 20 May 1999³⁵

The World Health Organization (hereinafter referred to as “the Organization”) and

The Government of Belarus (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 and 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:

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 Government and the Organization 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 partners;

(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 Government and the Organization.

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 Government and the Organization.

(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 wilful 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 finding 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 such other 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 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 the Government pursuant to article IV, paragraph I, 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 and 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 the Specialized Agencies.

2. Staff of the Organization, including advisers engaged by it as members of the staff assigned to carry out the purposes of this Agreement, shall be deemed to be officials within the meaning of the above Convention. The WHO Programme Coordinator/Representative appointed to the Government of Belarus shall be afforded the treatment provided for under section 21 of the said Convention.

Article VI

1. This Basic Agreement shall enter into force on the date of notification by the Republic of Belarus to the WHO Director-General on the completion of internal procedures necessary for its entry into force.

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.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organization and the Government respectively, have, on behalf of the Parties, signed the present Agreement on this 20th day of May 1999 in the English and Russian languages in two copies.

For the World Health Organization:
(Signed) G. E. ASVALL

For the Government of Belarus:
(Signed) Igor B. ZELENKEVICH

6. UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

Basic Cooperation Agreement between the United Nations Industrial Development Organization and the Government of the Republic of Ghana. Signed on 2 December 1999³⁶

...

Article X

PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNIDO, including its organs, its property, funds, assets and its officials, including the UNIDO representative in Ghana and his/her staff in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations, except that if the Government has acceded in respect of UNIDO to the Convention on the Privileges and Immunities of the Specialized Agencies, the Government shall apply the provisions of the latter Convention, including any annex to that Convention applicable to UNIDO.

2. The UNIDO representative and his/her staff in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise of their official functions. In particular, the UNIDO representative shall enjoy the same privileges and immunities as the Government accords to diplomatic envoys in accordance with international law.

3. (a) Except as the Government and UNIDO may otherwise agree in project documents relating to specific projects, the Government shall grant all persons, other than Government nationals employed locally, performing services on behalf of UNIDO, who are not covered by paragraphs 1 and 2 above, the same privileges and immunities as are granted to officials under section 18 or 19, respectively, of the Convention on the Privileges and Immunities of the United Nations or of the Specialized Agencies, as applicable.

(b) For purposes of the instruments 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 3 (a) above shall be deemed to be documents belonging to UNIDO; and
- (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 the property of UNIDO.

4. The expression "persons performing services" as used in articles X, XI and XIV of this Agreement includes operational experts, volunteers, consultants and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations or firms which UNIDO may retain to execute or to assist in the implementation of UNIDO 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.

7. INTERNATIONAL ATOMIC ENERGY AGENCY

- (a) Exchange of letters constituting an agreement between the International Atomic Energy Agency and the Federative Republic of Brazil in connection with the Treaty on the Non-Proliferation of Nuclear Weapons and the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Caribbean. Signed at Vienna on 31 May and 30 July 1999³⁷

I

LETTER FROM THE INTERNATIONAL ATOMIC ENERGY AGENCY

31 May 1999

Sir,

I have the honour to refer to the decision of the Board of Governors of the International Atomic Energy Agency of 15 June 1995, which authorized the Secretariat of the IAEA to confirm, through an exchange of letters with the relevant States of the Latin American and Caribbean region that, inter alia, the Agreement between Argentina, Brazil, the Argentine-Brazilian Agency for Accounting and Control of Nuclear Materials and IAEA for the application of safeguards (hereinafter called "the Quadripartite Agreement") satisfies the requirement of the States parties under the Treaty on the Non-Proliferation of Nuclear Weapons ("the Non-Proliferation Treaty") and under the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Caribbean ("the Treaty of Tlatelolco") to conclude a comprehensive Safeguards Agreement.

The Government of the Federative Republic of Brazil ("Brazil") is party to the Treaty of Tlatelolco and to the Non-Proliferation Treaty, and has accepted an obligation, under both treaties, to sign and bring into force a Safeguard Agreement with the International Atomic Energy Agency. The Government of Brazil is also party to the Agreement on the Exclusively Peaceful Utilization of Nuclear Energy ("the SCCC Agreement"), which serves as a basis for the Quadripartite Agreement.

Against that background, I should like to propose the following:

1. Brazil and IAEA consider that the Quadripartite Agreement satisfies the obligation of Brazil under article 13 of the Treaty of Tlatelolco and article III of the Non-Proliferation Treaty.

2. Brazil and IAEA agree that the safeguards set forth in the Quadripartite Agreement shall also apply, as regards Brazil, in connection with the Treaty of Tlatelolco and the Non-Proliferation Treaty.

3. The provisions of the Quadripartite Agreement shall apply as long as Brazil is party to either the SCCC Agreement, the Treaty of Tlatelolco or the Non-Proliferation Treaty.

It is the Secretariat's understanding that your Government concurs with the statements in paragraphs 1 to 3 above. In that case, this letter and your affirmative reply shall, subject to approval by the Board of Governors of IAEA, constitute an agreement which shall enter into force on the date of its approval by the Board of Governors of IAEA.

(Signed) Mohamed ELBARADEI
Director General

II

LETTER FROM THE EMBASSY OF THE FEDERATIVE REPUBLIC OF BRAZIL IN VIENNA

30 July 1999

Sir,

I have the honour to acknowledge receipt of your note dated 31 May 1999, which reads as follows:

[See letter I]

2. In response, I have the honour to inform you that the terms of the above-mentioned letter are acceptable for the Brazilian Government.

(Signed) Sergio DE QUEIROZ DUARTE
Resident Representative

- (b) Protocol Additional to the Agreement between the International Atomic Energy Agency and the Republic of Indonesia for the application of safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons. Signed at Vienna on 29 September 1999^{38,*}

Whereas the Republic of Indonesia (hereinafter referred to as "Indonesia") and the International Atomic Energy Agency (hereinafter referred to as "the Agency") are parties to an Agreement for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter referred to as "the Safeguards Agreement"), which entered into force on 14 July 1980,

Aware of the desire of the international community to further enhance nuclear non-proliferation by strengthening the effectiveness and improving the efficiency of the Agency's safeguards system,

Recalling that the Agency must take into account in the implementation of safeguards the need to: avoid hampering the economic and technological development of Indonesia or international cooperation in the field of peaceful nuclear activities;

* Annexes are not published herein.

respect the health, safety, physical protection and other security provisions in force and the rights of the individuals; and take every precaution to protect commercial, technological and industrial secrets as well as other confidential information coming to its knowledge,

Whereas the frequency and intensity of activities described in this Protocol shall be kept to the minimum consistent with the objective of strengthening the effectiveness and improving the efficiency of Agency safeguards,

Now therefore Indonesia and the Agency have agreed as follows:

RELATIONSHIP BETWEEN THE PROTOCOL AND THE SAFEGUARDS AGREEMENT

Article 1

The provisions of the Safeguards Agreement shall apply to this Protocol to the extent that they are relevant to and compatible with the provisions of this Protocol. In case of conflict between the provisions of the Safeguards Agreement and those of this Protocol, the provisions of this Protocol shall apply.

PROVISION OF INFORMATION

Article 2

- (a) Indonesia shall provide the Agency with a declaration containing:
- (i) A general description of and information specifying the location of nuclear fuel cycle-related research and development activities not involving nuclear material carried out anywhere that are funded, specifically authorized or controlled by, or carried out on behalf of Indonesia;
 - (ii) Information identified by the Agency on the basis of expected gains in effectiveness or efficiency, and agreed to by Indonesia, on operational activities of safeguards relevance at facilities and at locations outside facilities where nuclear material is customarily used;
 - (iii) A general description of each building on each site, including its use and, if not apparent from that description, its contents. The description shall include a map of the site;
 - (iv) A description of the scale of operations for each location engaged in the activities specified in annex I to this Protocol;
 - (v) Information specifying the location, operational status and the estimated annual production capacity of uranium mines and concentration plants and thorium concentration plants, and the current annual production of such mines and concentration plants for Indonesia as a whole. Indonesia shall provide, upon request by the Agency, the current annual production of an individual mine or concentration plant. The provision of this information does not require detailed nuclear material accountancy;
 - (vi) Information regarding source material which has not reached the composition and purity suitable for fuel fabrication or for being isotopically enriched, as follows:
 - a. The quantities, the chemical composition, the use or intended use of such material, whether in nuclear or non-nuclear use, for each

location in Indonesia at which the material is present in quantities exceeding ten metric tons of uranium and/or twenty metric tons of thorium, and for other locations with quantities of more than one metric ton, the aggregate for Indonesia as a whole if the aggregate exceeds ten metric tons of uranium or twenty metric tons of thorium. The provision of this information does not require detailed nuclear material accountancy;

b. The quantities, the chemical composition and the destination of each export out of Indonesia of such material for specifically non-nuclear purposes in quantities exceeding:

- (1) Ten metric tons of uranium, or for successive exports of uranium from Indonesia to the same State, each of less than ten metric tons, but exceeding a total of ten metric tons for the year;
- (2) Twenty metric tons of thorium, or for successive exports of thorium from Indonesia to the same State, each of less than twenty metric tons, but exceeding a total of twenty metric tons for the year;

c. The quantities, chemical composition, current location and use or intended use of each import into Indonesia of such material for specifically non-nuclear purposes in quantities exceeding:

- (1) Ten metric tons of uranium, or for successive imports of uranium into Indonesia each of less than ten metric tons, but exceeding a total of ten metric tons for the year;
- (2) Twenty metric tons of thorium or for successive imports of thorium into Indonesia each of less than twenty metric tons, but exceeding a total of twenty metric tons for the year,

it being understood that there is no requirement to provide information on such material intended for a non-nuclear use once it is in its non-nuclear end-use form;

(vii) a. Information regarding the quantities, uses and locations of nuclear material exempted from safeguards pursuant to article 37 of the Safeguards Agreement;

b. Information regarding the quantities (which may be in the form of estimates) and uses at each location, of nuclear material exempted from safeguards pursuant to article 36(b) of the Safeguards Agreement but not yet in a non-nuclear end-use form, in quantities exceeding those set out in article 37 of the Safeguards Agreement. The provision of this information does not require detailed nuclear material accountancy;

(viii) Information regarding the location or further processing of intermediate or high-level waste containing plutonium, high enriched uranium or uranium-233 on which safeguards have been terminated pursuant to article 11 of the Safeguards Agreement. For the purpose of this paragraph, "further processing" does not include repackaging of the waste or its further conditioning not involving the separation of elements, for storage or disposal;

- (ix) The following information regarding specified equipment and non-nuclear material listed in annex II:
 - a. For each export out of Indonesia of such equipment and material: the identity, quantity, location of intended use in the receiving State and date or, as appropriate, expected date, of export;
 - b. Upon specific request by the Agency, confirmation by Indonesia, as importing State, of information provided to the Agency by another State concerning the export of such equipment and material to Indonesia;
 - (x) General plans for the succeeding ten-year period relevant to the development of the nuclear fuel cycle (including planned nuclear fuel cycle-related research and development activities) when approved by the appropriate authorities in Indonesia.
- (b) Indonesia shall make every reasonable effort to provide the Agency with the following information:
- (i) A general description of and information specifying the location of nuclear fuel cycle-related research and development activities not involving nuclear material which are specifically related to enrichment, reprocessing of nuclear fuel or the processing of intermediate or high-level waste containing plutonium, high-enriched uranium or uranium-233 that are carried out anywhere in Indonesia but which are not funded, specifically authorized or controlled by or carried out on behalf of Indonesia. For the purpose of this paragraph, "processing" of intermediate or high-level waste does not include repackaging of the waste or its conditioning not involving the separation of elements, for storage or disposal;
 - (ii) A general description of activities and the identity of the person or entity carrying out such activities, at locations identified by the Agency outside a site which the Agency considers might be functionally related to the activities of that site. The provision of this information is subject to a specific request by the Agency. It shall be provided in consultation with the Agency and in a timely fashion.
- (c) Upon request by the Agency, Indonesia shall provide amplifications or clarifications of any information it has provided under this article, in so far as relevant for the purpose of safeguards.

Article 3

(a) Indonesia shall provide to the Agency the information identified in article 2(a)(i), (iii), (iv), (v), (vi)a., (vii) and (x) and article 2(b)(i) within 180 days of the entry into force of this Protocol.

(b) Indonesia shall provide to the Agency, by 15 May of each year, updates of the information referred to in paragraph (a) above for the period covering the previous calendar year. If there has been no change to the information previously provided, Indonesia shall so indicate.

(c) Indonesia shall provide to the Agency, by 15 May of each year, the information identified in article 2(a)(vi)b. and c. for the period covering the previous calendar year.

(d) Indonesia shall provide to the Agency on a quarterly basis the information identified in article 2(a)(ix)a. This information shall be provided within sixty days of the end of each quarter.

(e) Indonesia shall provide to the Agency the information identified in article 2(a)(viii) 180 days before further processing is carried out and, by 15 May of each year, information on changes in location for the period covering the previous calendar year.

(f) Indonesia and the Agency shall agree on the timing and frequency of the provision of the information identified in article 2(a)(ii).

(g) Indonesia shall provide to the Agency the information in article 2(a)(ix)b. within sixty days of the Agency's request.

COMPLEMENTARY ACCESS

Article 4

The following shall apply in connection with the implementation of complementary access under article 5 of this Protocol:

(a) The Agency shall not mechanistically or systematically seek to verify the information referred to in article 2; however, the Agency shall have access to:

- (i) Any location referred to in article 5(a)(i) or (ii) on a selective basis in order to assure the absence of undeclared nuclear material and activities;
- (ii) Any location referred to in article 5(b) or (c) to resolve a question relating to the correctness and completeness of the information provided pursuant to article 2 or to resolve an inconsistency relating to that information;
- (iii) Any location referred to in article 5(a)(iii) to the extent necessary for the Agency to confirm, for safeguards purposes, Indonesia's declaration of the decommissioned status of a facility or of a location outside facilities where nuclear material was customarily used.

(b) (i) Except as provided in subparagraph (ii) below, the Agency shall give Indonesia advance notice of access of at least 24 hours;

- (ii) For access to any place on a site that is sought in conjunction with design information verification visits or ad hoc or routine inspections on that site, the period of advance notice shall, if the Agency so requests, be at least two hours but, in exceptional circumstances, it may be less than two hours.

(c) Advance notice shall be in writing and shall specify the reasons for access and the activities to be carried out during such access.

(d) In the case of a question or inconsistency, the Agency shall provide Indonesia with an opportunity to clarify and facilitate the resolution of the question or inconsistency. Such an opportunity will be provided before a request for access, unless the Agency considers that delay in access would prejudice the purpose for which the access is sought. In any event, the Agency shall not draw any conclusions about the question or inconsistency until Indonesia has been provided with such an opportunity.

(e) Unless otherwise agreed to by Indonesia, access shall only take place during regular working hours.

(f) Indonesia shall have the right to have Agency inspectors accompanied during their access by representatives of Indonesia, provided that the inspectors shall not thereby be delayed or otherwise impeded in the exercise of their functions.

Article 5

Indonesia shall provide the Agency with access to:

- (a) (i) Any place on a site;
- (ii) Any location identified by Indonesia under article 2(a)(v)-(viii);
- (iii) Any decommissioned facility or decommissioned location outside facilities where nuclear material was customarily used;
- (b) Any location identified by Indonesia under article 2(a)(i), article 2(a)(iv), article 2(a)(ix)b. or article 2(b), other than those referred to in subparagraph (a)(i) above, provided that if Indonesia is unable to provide such access, Indonesia shall make every reasonable effort to satisfy Agency requirements, without delay, through other means;
- (c) Any location specified by the Agency, other than locations referred to in subparagraphs (a) and (b) above, to carry out location-specific environmental sampling, provided that if Indonesia is unable to provide such access, Indonesia shall make every reasonable effort to satisfy Agency requirements, without delay, at adjacent locations or through other means.

Article 6

When implementing article 5, the Agency may carry out the following activities:

- (a) For access in accordance with article 5(a)(i) or (iii): visual observation; collection of environmental samples; utilization of radiation detection and measurement devices; application of seals and other identifying and tamper indicating devices specified in Subsidiary Arrangements; and other objective measures which have been demonstrated to be technically feasible and the use of which has been agreed by the Board of Governors (hereinafter referred to as "the Board") and following consultations between the Agency and Indonesia;
- (b) For access in accordance with article 5(a)(ii): visual observation; item counting of nuclear material; non-destructive measurements and sampling; utilization of radiation detection and measurement devices; examination of records relevant to the quantities, origin and disposition of the material; collection of environmental samples; and other objective measures which have been demonstrated to be technically feasible and the use of which has been agreed by the Board and following consultations between the Agency and Indonesia;
- (c) For access in accordance with article 5(b): visual observation; collection of environmental samples; utilization of radiation detection and measurement devices; examination of safeguards-relevant production and shipping records; and other objective measures which have been demonstrated to be technically feasible and the use of which has been agreed by the Board and following consultations between the Agency and Indonesia;
- (d) For access in accordance with article 5(c): collection of environmental samples and, in the event the results do not resolve the question or inconsistency at the location specified by the Agency pursuant to article 5(c), utilization at that location of visual observation, radiation detection and measurement devices and, as agreed by Indonesia and the Agency, other objective measures.

Article 7

(a) Upon request by Indonesia, the Agency and Indonesia shall make arrangements for managed access under this Protocol in order to prevent the dissemination of proliferation-sensitive information, to meet safety or physical protection requirements or to protect proprietary or commercially sensitive information. Such arrangements shall not preclude the Agency from conducting activities necessary to provide credible assurance of the absence of undeclared nuclear material and activities at the location in question, including the resolution of a question relating to the correctness and completeness of the information referred to in article 2 or of an inconsistency relating to that information.

(b) Indonesia may, when providing the information referred to in article 2, inform the Agency of the places at a site or location at which managed access may be applicable.

(c) Pending the entry into force of any necessary Subsidiary Arrangements, Indonesia may have recourse to managed access consistent with the provisions of paragraph (a) above.

Article 8

Nothing in this Protocol shall preclude Indonesia from offering the Agency access to locations in addition to those referred to in articles 5 and 9 or from requesting the Agency to conduct verification activities at a particular location. The Agency shall, without delay, make every reasonable effort to act upon such a request.

Article 9

Indonesia shall provide the Agency with access to locations specified by the Agency to carry out wide-area environmental sampling, provided that if Indonesia is unable to provide such access it shall make every reasonable effort to satisfy Agency requirements at alternative locations. The Agency shall not seek such access until the use of wide-area environmental sampling and the procedural arrangements therefor have been approved by the Board and following consultations between the Agency and Indonesia.

Article 10

The Agency shall inform Indonesia of:

(a) The activities carried out under this Protocol, including those in respect of any questions or inconsistencies the Agency had brought to the attention of Indonesia, within sixty days of the activities being carried out by the Agency;

(b) The results of activities in respect of any questions or inconsistencies the Agency had brought to the attention of Indonesia, as soon as possible but in any case within thirty days of the results being established by the Agency;

(c) The conclusions it has drawn from its activities under this Protocol. The conclusions shall be provided annually.

DESIGNATION OF AGENCY INSPECTORS

Article 11

(a) (i) The Director General shall notify Indonesia of the Board's approval of any Agency official as a safeguards inspector. Unless Indonesia advises

the Director General of its rejection of such an official as an inspector for Indonesia within three months of receipt of notification of the Board's approval, the inspector so notified to Indonesia shall be considered designated to Indonesia.

- (ii) The Director General, acting in response to a request by Indonesia or on his own initiative, shall immediately inform Indonesia of the withdrawal of the designation of any official as an inspector for Indonesia.

(b) A notification referred to in paragraph (a) above shall be deemed to be received by Indonesia seven days after the date of the transmission by registered mail of the notification by the Agency to Indonesia.

VISAS

Article 12

Indonesia shall, within one month of the receipt of a request therefor, provide the designated inspector specified in the request with appropriate multiple entry/exit and/or transit visas, where required, to enable the inspector to enter and remain on the territory of Indonesia for the purpose of carrying out his/her functions. Any visas required shall be valid for at least one year and shall be renewed, as required, to cover the duration of the inspector's designation to Indonesia.

SUBSIDIARY ARRANGEMENTS

Article 13

(a) Where Indonesia or the Agency indicates that it is necessary to specify in Subsidiary Arrangements how measures laid down in this Protocol are to be applied, Indonesia and the Agency shall agree on such Subsidiary Arrangements within ninety days of the entry into force of this Protocol or, where the indication of the need for such Subsidiary Arrangements is made after the entry into force of this Protocol, within ninety days of the date of such indication.

(b) Pending the entry into force of any necessary Subsidiary Arrangements, the Agency shall be entitled to apply the measures laid down in this Protocol.

COMMUNICATIONS SYSTEMS

Article 14

(a) Indonesia shall permit and protect free communications by the Agency for official purposes between Agency inspectors in Indonesia and Agency headquarters and/or regional offices, including attended and unattended transmission of information generated by Agency containment and/or surveillance or measurement devices. The Agency shall have, in consultation with Indonesia, the right to make use of internationally established systems of direct communications, including satellite systems and other forms of telecommunication, not in use in Indonesia. At the request of Indonesia or the Agency, details of the implementation of this paragraph with respect to the attended or unattended transmission of information generated by Agency containment and/or surveillance or measurement devices shall be specified in the Subsidiary Arrangements.

(b) Communication and transmission of information as provided for in paragraph (a) above shall take due account of the need to protect proprietary or com-

mercially sensitive information or design information which Indonesia regards as being of particular sensitivity.

PROTECTION OF CONFIDENTIAL INFORMATION

Article 15

(a) The Agency shall maintain a stringent regime to ensure effective protection against disclosure of commercial, technological and industrial secrets and other confidential information coming to its knowledge, including such information coming to the Agency's knowledge in the implementation of this Protocol.

(b) The regime referred to in paragraph (a) above shall include, among others, provisions relating to:

- (i) General principles and associated measures for the handling of confidential information;
- (ii) Conditions of staff employment relating to the protection of confidential information;
- (iii) Procedures in cases of breaches or alleged breaches of confidentiality.

(c) The regime referred to in paragraph (a) above shall be approved and periodically reviewed by the Board.

ANNEXES

Article 16

(a) The annexes to this Protocol shall be an integral part thereof. Except for the purposes of amendment of the annexes, the term "Protocol" as used in this instrument means the Protocol and the annexes together.

(b) The list of activities specified in annex I, and the list of equipment and material specified in annex II, may be amended by the Board upon the advice of an open-ended working group of experts established by the Board. Any such amendment shall take effect four months after its adoption by the Board.

ENTRY INTO FORCE

Article 17

(a) This Protocol shall enter into force upon signature by the representatives of Indonesia and the Agency.

(b) The Director General shall promptly inform all States members of the Agency of any declaration of provisional application of, and of the entry into force of, this Protocol.

DEFINITIONS

Article 18

For the purpose of this Protocol:

(a) "Nuclear fuel cycle-related research and development activities" means those activities which are specifically related to any process or system development aspect of any of the following:

- Conversion of nuclear material,
- Enrichment of nuclear material,
- Nuclear fuel fabrication,
- Reactors,
- Critical facilities,
- Reprocessing of nuclear fuel,
- Processing (not including repackaging or conditioning not involving the separation of elements, for storage or disposal) of intermediate- or high-level waste containing plutonium, high-enriched uranium or uranium-233,

but do not include activities related to theoretical or basic scientific research or to research and development on industrial radioisotope applications, medical, hydrological and agricultural applications, health and environmental effects and improved maintenance;

(b) "Site" means that area delimited by Indonesia in the relevant design information for a facility, including a closed-down facility, and in the relevant information on a location outside facilities where nuclear material is customarily used, including a closed-down location outside facilities where nuclear material was customarily used (this is limited to locations with hot cells or where activities related to conversion, enrichment, fuel fabrication or reprocessing were carried out). It shall also include all installations, co-located with the facility or location, for the provision or use of essential services, including: hot cells for processing irradiated materials not containing nuclear material; installations for the treatment, storage and disposal of waste, and buildings associated with specified activities identified by Indonesia under article 2(a)(iv) above;

(c) "Decommissioned facility" or "decommissioned location outside facilities" means an installation or location at which residual structures and equipment essential for its use have been removed or rendered inoperable so that it is not used to store and can no longer be used to handle, process or utilize nuclear material;

(d) "Close-down facility" or "closed-down location outside facilities" means an installation or location where operations have been stopped and the nuclear material removed but which has not been decommissioned;

(e) "High-enriched uranium" means uranium containing 20 per cent or more of the isotope uranium-235;

(f) "Location-specific environmental sampling" means the collection of environmental samples (e.g., air, water, vegetation, soil, smears) at, and in the immediate vicinity of, a location specified by the Agency for the purpose of assisting the Agency in drawing conclusions about the absence of undeclared nuclear material or nuclear activities at the specified location;

(g) "Wide-area environmental sampling" means the collection of environmental samples (e.g., air, water, vegetation, soil, smears) at a set of locations specified by the Agency for the purpose of assisting the Agency in drawing conclusions about the absence of undeclared nuclear material or nuclear activities over a wide area;

(h) "Nuclear material" means any source or any special fissionable material as defined in article XX of the Statute. The term source material shall not be interpreted as applying to ore or ore residue. Any determination by the Board under arti-

cle XX of the Statute of the Agency after the entry into force of this Protocol which adds to the materials considered to be source material or special fissionable material shall have effect under this Protocol only upon acceptance by Indonesia;

- (i) "Facility" means:
- (ii) A reactor, a critical facility, a conversion plant, a fabrication plant, a reprocessing plant, an isotope separation plant or a separate storage installation; or
- (iii) Any location where nuclear material in amounts greater than one effective kilogram is customarily used;
- (j) "Location outside facilities" means any installation or location, which is not a facility, where nuclear material is customarily used in amounts of one effective kilogram or less.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by, respectively, the Government of the Republic of Indonesia and the Board of Governors of the International Atomic Energy Agency, have signed the Additional Protocol.

DONE at Vienna on this 29th day of September 1999 in duplicate in the English language.

For the Republic of Indonesia:
(Signed) R. I. Rhousdy SOERIAATMADJA
Permanent Representative

For the International Atomic Energy Agency:
(Signed) Mohamed ELBARADEI
The Director General

NOTES

¹ United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1).

² For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General of the United Nations: Status as at 31 December 2000* (United Nations publication, Sales No. E.00.V.2).

³ Came into force on 11 February 1999 by signature.

⁴ S/21360 and S/22464.

⁵ Came into force provisionally on 12 February 1999.

⁶ Came into force on 23 February 1999 by signature.

⁷ Came into force on 3 May 1999.

⁸ Came into force on 5 May 1999 by signature.

⁹ Came into force on 7 June 1999 by signature.

¹⁰ Came into force on 3 June 1999 by signature.

¹¹ Came into force on 8 June 1999 by signature.

¹² Came into force on 9 June 1999 by signature.

¹³ Came into force on 10 June 1999 by signature.

¹⁴ Came into force on 18 June 1999 by signature.

¹⁵ Came into force on 2 July 1999 by signature.

¹⁶ Came into force on 6 July 1999 by signature.

¹⁷ Came into force on 6 March 2001.

¹⁸ Came into force on 22 August 1999.

¹⁹ Came into force on 24 August 1999 by signature.

²⁰ Came into force retroactively on 1 January 1999.

²¹ Came into force on 26 August 1999 by signature.

²² Came into force on 15 October 1999 by signature.

²³ Came into force on 17 November 1999 by signature.

²⁴ Came into force on 10 February 2000.

²⁵ Came into force on 30 June 1999 by signature.

²⁶ Came into force on 4 February 1999 by signature.

²⁷ United Nations, *Treaties Series*, vol. 33, p. 43.

²⁸ For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General of the United Nations* (United Nations publication, Sales No. E.00.V.2).

²⁹ Came into force on the date of signature.

³⁰ Came into force on the date of signature.

³¹ Came into force on 5 October 1999.

³² Came into force on the date of signature.

³³ WHO document A52/26.

³⁴ Came into force on the date of signature.

³⁵ Came into force on 20 May 1999.

³⁶ Not yet in force.

³⁷ Came into force on 20 September 1999.

³⁸ Came into force on the date of signature.