

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

2013

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

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



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Chapter II

TREATIES CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL ORGANIZATIONS*

A. TREATIES CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS

1. Status of the Convention on the Privileges and Immunities of the United Nations. Approved by the General Assembly of the United Nations on 13 February 1946**

Brunei Darussalam acceded to the Convention on 1 August 2013. As of 31 December 2013, there were 160 States parties to the Convention.***

2. Agreements relating to missions, offices and meetings

(a) Exchange of letters constituting an agreement between the United Nations and the Government of the People's Republic of China on the holding of the United Nations International Meeting in support of Israeli-Palestinian Peace in Beijing from 18 to 19 June 2013 Geneva on 7 June 2013 and New York on 17 June 2013****

I

7 June 2013

Excellency,

1. I have the honour to refer to resolution 67/20 entitled "Committee on the Exercise of the Inalienable Rights of the Palestinian People" (hereinafter referred to as "the Committee") on the agenda item "Question of Palestine", adopted by the General Assembly on 30 November 2012, in particular to its operative paragraph 2, by which the General Assembly requested "the Committee to continue to exert all efforts to promote the

* In light of the large number of treaties concluded, only a selection of the relevant treaties is reproduced herein.

** United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1).

*** For the list of the States parties, see *Multilateral Treaties Deposited with the Secretary-General*, available on the website <https://treaties.un.org>.

**** Entered into force on 17 June 2013 by the exchange of the said letters, in accordance with their provisions.

realization of the inalienable rights of the Palestinian people, including their right to self-determination, to support the Middle East process for the achievement of the two-State solution on the basis of the pre-1967 borders and the just resolution of the final status issues...”. Accordingly, the Committee included the organization of international meetings and conferences in various regions in its annual programme of work.

2. The Committee has received with appreciation the acceptance of Your Excellency’s Government to hold the United Nations International Meeting in support of Israeli-Palestinian Peace (hereinafter referred to as “the Meeting”) from 18 to 19 June 2013 in Beijing, People’s Republic of China. The Meeting, organized by the United Nations, represented by the Department of Political Affairs (DPA) (hereinafter referred to as “the United Nations”), in cooperation with the Government of the People’s Republic of China, (hereinafter referred to as “the Government”), will be held at the Sofitel Wanda, Beijing, on the above dates. With the present letter, I wish to obtain your Government’s acceptance of the arrangements set out below.

3. The number of persons who will participate in the meeting is expected to be about 150–200. They will include:

- (a) Representatives of States, including Members and Observers of the Committee;
- (b) United Nations officials;
- (c) representatives of specialized agencies of the United Nations;
- (d) representatives of intergovernmental organizations;
- (e) representatives of non-governmental organizations; and
- (f) other persons invited by the United Nations, including eminent personalities, parliamentarians, and individuals drawn from academic community.

All participants will be invited by the United Nations in consultation with the Government.

4. The public sessions of the Meeting shall be open to representatives of information media, accredited by the United Nations at its discretion in consultation with the Government.

5. The official languages of the Meeting will be Chinese and English. Simultaneous interpretation from and into these languages will be provided by the United Nations.

6. The United Nations shall be responsible for:

- (a) The preparation and conduct of the Meeting;
- (b) invitation of participants;
- (c) travel and DSA for United Nations officials specified in sub-paragraph 3(b) above, including experts and Secretariat staff servicing the Meeting;
- (d) rental of conference facilities and office space, as well as necessary conference and office equipment, stationery and supplies;
- (e) recruitment of local staff; and
- (f) preparation and distribution of documentation and preparation and publication of the reports of the Meeting.

7. The Government shall be responsible for:

- (a) first aid and medical services; and

(b) the necessary security arrangements and furnish such police protection as may be required to ensure the effective functioning of the Meeting 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 official of the United Nations.

8. I wish to propose that the following terms shall apply to the Meeting:

(a) (i) The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 ("the Convention"), to which the People's Republic of China is a party, shall be applicable in respect of the Meeting. In particular, representatives of States, referred to in sub-paragraph 3(a) above, shall enjoy the privileges and immunities accorded under article IV of the Convention. The participants, invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under articles VI and VII of the Convention. Officials of the United Nations, referred to in sub-paragraph 3(b) above, participating in or performing functions in connection with the Meeting, shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Meeting, referred to in sub-paragraph 3(c) above, 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 adopted by the General Assembly on 21 November 1947;

(ii) Without prejudice to the provisions of the two Conventions, all participants and persons performing functions in connection with the Meeting shall enjoy such facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting;

(b) The Meeting premises shall be deemed to constitute premises of the United Nations in the sense of Section 3 of the Convention for the duration of the Meeting, including the preparatory stage and the winding-up. The premises of the Meeting shall not be used in a way inconsistent with the purposes and functions of the Meeting. Without prejudice to the provisions of the Convention or this Agreement, the United Nations shall prevent the premises from being used as a refuge by persons who are avoiding arrest under any law of the People's Republic of China, who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process;

(c) All participants and all persons performing functions in connection with the Meeting shall have the right of entry into and exit from the People's Republic of China without undue delay. The Government shall provide necessary facilitation for this purpose. Visas and entry permits, when required, shall be granted as speedily as possible and free of charge;

(d) The Government shall allow the temporary importation, duty-free, of all equipment, including technical equipment accompanying representatives of the information media duly accredited by the United Nations, and shall waive import duties on supplies necessary for the official use of the United Nations for the Meeting. It shall issue without delay, to the United Nations and the representatives of the information media specified in paragraph 4 above, any necessary import and export permits for this purpose. All equipment and supplies mentioned in this paragraph shall not be resold or diverted for purposes other than the official use of the Meeting unless agreed by the Government.

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

(a) injury to persons or damage to or loss of property in the Meeting premises that are provided by or are under the control of the Government for the Meeting;

(b) injury to persons or damage to or loss of property caused by, or incurred in using the transportation services provided by or under the control of the Government; and

(c) the employment for the Meeting of local personnel provided or arranged by the Government.

The Government shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand unless they are caused by willful acts or gross negligence of the United Nations or its officials.

10. Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement, except for a dispute subject to Section 30 of the Convention or to any other applicable agreement, shall, unless the parties otherwise agree, be resolved by negotiations or other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted, if agreed by both parties, for a final decision 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 Chairperson, 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 Chairperson, then such arbitrators 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.

11. I further propose that upon receipt of your Government's written acceptance of this proposal, the present letter and the letter in reply from your Government shall constitute an Agreement between the United Nations and the Government of the People's Republic of China on the holding of the United Nations International Meeting in support of Israeli-Palestinian Peace. It shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled.

Please accept, Excellency, the assurances of my highest consideration.

[Signed] JEFFREY FELTMAN
Under-Secretary-General
for Political Affairs

II

New York, 17 June 2013

Your Excellency,

I have the honour to refer to your letter ... of 7 June 2013 relating to the arrangements for the hosting of the United Nations International Meeting in support of Israeli-Palestinian Peace to be held in Beijing, China from 18 to 19 June 2013, which reads as follows:

[letter reproduces text of paragraphs 1 to 11 of letter as contained in I, above]

In reply, I have the honour to confirm that the terms of your proposal are acceptable to the Government of People's Republic of China. Consequently, your letter and this reply shall constitute an Agreement between the United Nations and the Government of the People's Republic of China, which shall enter in force on today's date and shall remain in force for the duration of the United Nations International Meeting in support of Israeli-Palestinian Peace and for such additional period as is necessary for the completion of this work and for the resolution of any matters arising out of the Agreement.

Please accept, Your Excellency, the assurances of my highest consideration.

[Signed] WANG MIN

Chargé d'affaires, a.i.

and Deputy Permanent Representative of the
People's Republic of China to the United Nations

**(b) Agreement between the Government of the Federal Democratic Republic
of Ethiopia and the United Nations regarding the establishment
of the United Nations Office to the African Union
Addis Ababa, 13 June 2013***

The Government of the Federal Democratic Republic of Ethiopia and the United Nations (hereinafter jointly referred to as "the Parties" and separately as "Party");

Recalling the proposal by the United Nations Secretary-General in his report A/64/762 of 20 April 2010 to integrate the former United Nations Liaison Office, the African Union Peace and Support team, the United Nations Planning Team for the African Union Mission in Somalia and the administrative functions of the Joint Support and Coordination Mechanism of the African Union—United Nations Hybrid Operation in Darfur;

Bearing in Mind the approval of the establishment of UNOAU by the General Assembly of the United Nations in its resolution 64/288 of 24 June 2010;

Desiring to regulate the legal framework within which the United Nations Office to the African Union will carry out its activities in Ethiopia;

Have agreed as follows:

* Entered into force on 13 June 2013 by signature, in accordance with its article 17.

Article 1. Definitions

In this Agreement, unless the context otherwise requires, the following terms and expressions shall have the meanings as stated hereunder:

(a) “Appropriate Ethiopian Authorities” means such national, local or other authorities in the Federal Democratic Republic of Ethiopia as may be appropriate in accordance with its laws;

(b) “Convention” means the Convention on the Privileges and Immunities of the United Nations as adopted by the General Assembly of the United Nations of 13 February 1946 and acceded by the Federal Democratic Republic of Ethiopia on 22 July 1947;

(c) “Government” means the Government of the Federal Democratic Republic of Ethiopia;

(d) “Head of Office” means the head of the United Nations Office to the African Union or his/her authorized representative;

(e) “Laws of Ethiopia” includes legislative acts, proclamations, regulations, directives, decrees or orders issued by or under the authority of the Government or the Appropriate Ethiopian Authorities;

(f) “Officials” means officials of the UNOAU, including the Head of Office and all members of the staff of UNOAU, irrespective of nationality, with the exception of those who are both recruited locally and assigned to hourly rates;

(g) “Premises” means the building and structures or portions thereof which at any given moment are in fact occupied by the United Nations Office to the African Union;

(h) “UN” means the United Nations;

(i) “UNOAU” means the United Nations Office to the African Union established in Addis Ababa, the Federal Democratic Republic of Ethiopia.

Article 2. Establishment

The Government hereby agrees to the establishment of UNOAU in Addis Ababa, Ethiopia.

Article 3. Purpose and scope of the Agreement

1. This Agreement shall regulate matters relating to or arising out of the establishment and functioning of UNOAU and its relationship with the Government in the territory of the Federal Democratic Republic of Ethiopia.

2. The UNOAU, its officials and experts on mission shall refrain from any action or activity incompatible with the impartial and international nature of their duties or which is inconsistent with the spirit of the present Agreement. The UNOAU, its officials and experts on mission shall respect all local laws and regulations. The Head of Office shall take all appropriate measures to ensure the observance of those obligations.

Article 4. Activities of the UNOAU

The activities of UNOAU shall include the following:

(a) to liaise with and strengthen the cooperation between the UN and the African Union, including in the area of peace and security, as well as to provide technical advice

and support in the areas of mediation, good offices and conflict prevention; elections; disarmament, demobilization and reintegration; and public information;

(b) to provide technical advice and support in the areas of military and police operations, as well as mine action and security-related matters;

(c) to provide technical advice and support to the African Union Commission in the development of its institutional and operational capacity in the areas of mission-related administration; information technology and communications; training and logistics; and contingent-owned equipment; and

(d) to advise, assist and liaise with African Union counterparts regarding ongoing and future peace support operations, and requirements in support of the African peace and security architecture, including the African Standby Force.

Article 5. Inviolability of the Premises

1. The Premises shall be inviolable and shall be under the control and authority of UNOAU as provided under this Agreement.

2. Government officials, whether administrative, judicial, military or police, shall not enter the Premises to perform any official duties therein except with the consent of and under conditions agreed to by the Head of Office.

3. Without prejudice to the provisions of the Convention or of this Agreement, UNOAU shall prevent the Premises from becoming a refuge for persons who are avoiding arrest under the laws of Ethiopia, or who are required by the Government for extradition to another country or who are endeavouring to avoid service of legal process.

4. The Appropriate Ethiopian Authorities shall exercise due diligence to ensure that the tranquillity of the Premises is not disturbed by the unauthorized entry of grounds of persons from outside or by disturbance in its immediate vicinity, and shall cause to provide on the boundaries of the Premises such police protection as required for these purposes.

5. If so requested by the Head of Office, the Appropriate Ethiopian Authorities shall provide a sufficient number of police for the preservation of law and order on the Premises and for the removal therefrom of persons as requested under the authority of the Head of Office.

Article 6. Communication and transport

1. UNOAU shall enjoy for its official communication treatment not less favorable than that accorded by the Government to any other government or to any other international organization, including foreign diplomatic missions in the Federal Democratic Republic of Ethiopia.

2. No censorship shall be applied to the official correspondence or other communications of UNOAU. Such immunity shall extend, without limitation by reason of this enumeration, to publications, documents, still and moving pictures, films and sound recordings.

3. UNOAU shall have the right to use codes and to dispatch and receive official correspondence and, without limitation by reason of this enumeration, publications,

documents, still and moving pictures, films and sound recordings, either by courier or in sealed bags which shall have the same immunities and privileges as diplomatic couriers and bags.

4. UNOAU shall have the authority to install and operate at the Premises, for its exclusive official use, a radio sending and receiving station or stations to exchange traffic with the United Nations radio network, subject to the provisions of article 45 of the Constitution of the International Telecommunication Union relating to harmful interference. The frequencies on which any such station may be operated will be agreed between UNOAU and the Appropriate Ethiopian Authorities and shall be duly communicated by the Appropriate Ethiopian Authorities to the International Telecommunication Union within one month from the date on which the frequencies are agreed, in accordance with the previous sentence. A copy of such communication shall be provided to UNOAU.

5. UNOAU shall be entitled, for its official purposes, to use transportation operated by the Government at the same rates and treatment as may be granted to resident diplomatic missions.

6. Aircrafts operated by or for the UN shall be exempt from all charges, except those for actual service rendered, and from fees or taxes incidental to the landing at, parking on or taking off from any aerodrome in the Federal Democratic Republic of Ethiopia. Except as limited by the preceding sentence, nothing herein shall be construed as exempting such aircraft from full compliance with all applicable rules and regulations governing the operation of flights into, within, and out of the territory of the Federal Democratic Republic of Ethiopia.

Article 7. Access and residence

1. The Appropriate Ethiopian Authorities shall not impede the transit to or from the Premises of the following persons:

- (a) Officials and their families;
- (b) Persons, other than Officials, performing missions for the UNOAU and their spouses; and
- (c) Other persons invited to the Premises on official business whose names shall be communicated to the Government by the Head of Office or his/her duly authorized representative.

2. This article shall not apply to general interruptions of transport and shall not impede the enforcement of the law.

Article 8. Visas

1. The Government shall process applications for visas from all those listed in article 7, paragraph 1 above, as speedily as possible and free of charge, provided that they are travelling on the business of UNOAU.

2. Paragraph 1 of this article shall not imply exemption from the reasonable application of rules governing quarantine and public health, consistent with internationally accepted regulations in that domain.

Article 9. Representatives of government

The representatives of governments participating in the work of UNOAU or in any conference which may be convened by UNOAU on its Premises shall be entitled in the territory of Ethiopia, while exercising their functions and during the journey to and from the premises, the same privileges and immunities as are accorded to diplomatic envoys of comparable rank under international law.

Article 10. Privileges and immunities of Officials of UNOAU

1. The Officials of UNOAU shall enjoy, in the territory of the Federal Democratic Republic of Ethiopia, the following privileges and immunities:

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

(b) immunity from personal arrest or detention;

(c) immunity from seizure of their personal and official baggage;

(d) the right to import, free of duty and other levies, prohibitions and restrictions on imports, their furniture and effects within twelve months after first taking up their post in the Federal Democratic Republic of Ethiopia; the same regulation shall apply in the case of importation, transfer and replacement of automobiles, as are in force for the resident members of diplomatic missions of comparable rank, except to Ethiopian nationals and foreigners who are permanent residents in Ethiopia;

(e) immunity from national service obligations;

(f) immunity, together with members of their families and their personal employees, from immigration restrictions and alien registrations;

(g) 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;

(h) the same repatriation facilities in time of international crisis, together with members of their families and their personal employees, as diplomatic envoys;

(i) exemption from taxation on their salaries and emoluments paid to them by the UN.

2. All officials of UNOAU shall be provided with a special identity card certifying the fact that they are officials of UNOAU enjoying privileges and immunities specified in this Agreement. The Head of Office and all Officials of UNOAU who are at the P-4 level and above shall be provided, in accordance with paragraph 3 below, with a diplomatic card certifying that they are officials of UNOAU enjoying the privileges and immunities specified in this Agreement and the Vienna Convention on Diplomatic Relations.

3. The Government shall accord to the Head of Office and all officials of UNOAU who are at the P-4 level and above, in respect of themselves, their spouses and dependent children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys, in accordance with international law.

4. For this purpose, the Head of Office and all Officials of UNOAU who are at the P-4 level and above referred to in paragraph 3 above shall be incorporated by the Ministry

of Foreign Affairs into the appropriate diplomatic categories in the Federal Democratic Republic of Ethiopia.

5. United Nations Volunteers assigned to UNOAU shall be assimilated to Officials of UNOAU for the purposes of this Agreement and shall accordingly enjoy in the territory of the Federal Democratic Republic of Ethiopia the privileges and immunities set out in paragraphs 1 and 2 of this article.

6. United Nations civilian police advisers and military advisers assigned to UNOAU and personnel other than United Nations Officials who are assigned to UNOAU whose names are for that purpose notified to the Government by the Head of Office shall be considered as experts on mission within the meaning of article VI of the Convention and shall enjoy the privileges, immunities, exemptions and facilities specified in that article and in article VII. They shall be provided with an identity card certifying the fact that they are personnel of UNOAU enjoying the privileges and immunities set out in those articles of the Convention.

Article 11. Waiver of privileges and immunities

1. The privileges and immunities accorded by article 10 are granted in the interests of United Nations and not for the personal benefit of the individuals themselves. The Secretary-General of the United Nations shall have the right and duty to waive the immunity of any official or any expert on mission in any case where, in his/her opinion, such immunity would impede the course of justice and can be waived without prejudice to the interests of United Nations.

2. UNOAU shall cooperate at all times with the Appropriate Ethiopian Authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in article 10.

Article 12. Public services and utilities

The Appropriate Ethiopian Authorities will exercise, to the extent requested by the Head of Office, the powers which they possess with respect to the supplying of public services to ensure that the Premises shall be supplied on equitable terms with the necessary public services, including electricity, water, post, telephone, telegraph, transportation, drainage, collection of refuse, fire protection etc. In case of any interruption or threatened interruption of any such services, the Appropriate Ethiopian Authorities will consider the needs of UNOAU as being of equal importance with the similar needs of essential agencies of the Government, and will take steps accordingly to ensure that the work of UNOAU is not prejudiced.

Article 13. Uniforms

United Nations Security Officers may wear the United Nations uniform. United Nations civilian police advisers and military advisers may, while on duty, wear the national military or police uniform of their respective States, with standard United Nations accoutrements.

Article 14. Interpretation and application

1. The provisions of the Convention and of this Agreement shall, where they relate to the same subject matter, be treated wherever possible as complementary, so that the provisions of both shall be applicable and neither shall narrow the effect of the other; but in any case of absolute conflict, the provisions of this Agreement shall prevail.

2. The Parties may enter into such supplementary agreement(s) as may be necessary to fulfill the purposes of this Agreement.

3. Whenever this Agreement imposes obligations on the Appropriate Ethiopian Authorities, the ultimate responsibility for the fulfillment of such obligations shall rest with the Government.

4. This Agreement shall be interpreted in the light of its primary purpose to enable UNOAU to fully and efficiently discharge its responsibilities and to fulfill its objectives.

Article 15. Settlement of disputes

1. Any dispute between the Parties concerning the interpretation or application of this Agreement or of any supplementary agreement(s), which is not settled in negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Government, and the third to be chosen by the two, or, if they should fail to agree upon a third, then by the President of the International Court of Justice.

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

Article 16. Modifications and amendments

1. The Parties shall enter into consultations on modification(s) or amendments(s) to this Agreement at the request of either Party.

2. Any modification(s) or amendment(s) made to this Agreement in accordance with paragraph 1 above shall be made in writing by mutual consent. Any such modification or amendment shall be considered an integral part of the present Agreement.

Article 17. Entry into force and termination

1. This Agreement shall enter into force upon signature and shall remain in force for an indefinite period of time.

2. This Agreement and any supplementary agreement(s) entered into between the Parties within the framework of this Agreement shall cease to be in force six months after either of the Parties have given notice in writing to the other of its decision to terminate the Agreement, except as regards those provisions which may apply to the normal cessation of the activities of UNOAU in the Federal Democratic Republic of Ethiopia and the disposal of its property.

In witness whereof, the undersigned, being duly authorized, has signed this Agreement in duplicate in the English language, both texts being equally authentic.

Done at Addis Ababa on this thirteenth day of the month of June in the year 2013.

H.E. Amb. Brehane GEBRE-CHRISTOS
State Minister
Ministry of Foreign Affairs
Federal Republic of Ethiopia
Addis Ababa

[Signed]

For the Government of the Federal
Democratic Republic of Ethiopia

Mr. Zachary MUBURI-MUITA
Special Representative of the
Secretary-General to the
African Union
Addis Ababa

[Signed]

For the United Nations

**(c) Agreement between the United Nations and
the Government of the Kingdom of Bahrain regarding
arrangements for the 2013 United Nations Public Service Forum
New York, 19 June 2013***

Whereas the Secretary-General accepted the invitation of the Kingdom of Bahrain, represented by the Government Authority, (hereinafter referred to as the “Government”) to hold the 2013 United Nations Public Service Forum (hereinafter referred to as the “Meeting”) in Manama, and whereas the United Nations General Assembly in its resolution 57/277 designated 23 June as the United Nations Public Service Day. Its purpose is to celebrate the value and virtue of service to the community at the local, national and global levels, with prizes to be awarded to public sector organizations for contributions made to the cause of enhancing the role, prestige and visibility of public service. Therefore, the Division of Public Administration and Development Management has organized every year since 2003 the United Nations Public Service Day and Awards Ceremony, a global event where innovators from the entire world meet to present and discuss their awarded initiatives to improve citizens’ quality of life.

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

Article I. Date and place of the Meeting

The Meeting shall be held in Manama at the National Theatre of Bahrain (24 and 27 June) and the Bahrain International Circuit (25 and 26 June), from 24 to 27 June 2013.

Article II. Attendance at the Meeting

1. The Meeting will be attended by the following participants:

(a) up to 450 international participants, including government officials from developing countries selected by the United Nations in consultation with the Government;

* Entered into force on 19 June 2013 by signature, in accordance with its article XIV.

- (b) up to 8 resource persons selected by the United Nations;
- (c) up to 21 officials from the United Nations; and
- (d) up to 200 other participants invited by the United Nations and the Government, including representatives of regional and international organizations and the United Nations system, and other public administration partners and experts from academia and civil society organisations.

2. The total number of participants is approximately 700. The provisional list of participants will be determined by the United Nations in consultation with the Government, prior to the holding of the Meeting.

3. All meetings shall be open to representatives of information media accredited by the United Nations at its discretion in consultation with the Government.

Article III. Premises, equipment, utilities and supplies

1. The division of functions and responsibilities between the United Nations and the Government is set out in annex I to the present Agreement.

2. The Government shall provide the necessary premises, including meeting rooms for informal meetings, office space, working areas and other related facilities, as specified in annex II and annex III. The Government shall at its expense furnish, equip and maintain in good repair all these premises and facilities in a manner that the United Nations considers adequate for the effective conduct of the Meeting. The Meeting will be conducted in English with simultaneous translation provided by the Government in English, Arabic and French for the opening session, plenary session and the Ministerial Round Table, in addition to one of the Capacity Development Workshops. The main meeting room shall be equipped for reciprocal simultaneous interpretation between three languages (English, Arabic and French) and shall have facilities for digital sound recording in that number of languages as well as facilities for press, television, radio and film operations, to the extent required by the United Nations as specified in annex IV. The premises shall remain at the disposal of the United Nations 24 hours a day from one day prior to the meeting until the day after it closes.

3. The Government shall provide, if possible within the meeting area or within its proximity: bank, post office, telephone and telegram facilities, as well as appropriate eating facilities, a travel agency and a secretarial service centre, equipped in consultation with the United Nations, for the use of delegations to the meeting on a commercial basis.

4. The Government shall provide the necessary Information and Communication Technology (ICT) services, as specified in annex V.

5. The Government shall bear the cost of transport and insurance charges, from any established United Nations office to the site of the Meeting and return, of all United Nations equipment and supplies required for the adequate functioning of the Meeting. The United Nations shall determine the mode of shipment of such equipment and supplies.

Article IV. Accommodation

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

Article V. Financial arrangements

The Government shall cover all financial obligations related to its responsibilities under this Agreement and its annexes. In particular, the Government shall directly fund and carry out all arrangements related to paragraph 2 of annex 1.

Article VI. Medical facilities

1. Medical facilities adequate for first aid in emergencies shall be provided by the Government within the Meeting area.

2. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital.

Article VII. Transport

1. The Government shall provide transport between the airport and the Meeting area and principal hotels for the members of the United Nations Secretariat servicing the Meeting upon their arrival and departure.

2. The Government shall ensure the availability of transport for all participants and those attending the Meeting between the airports, the principal hotels and the meeting area.

3. The Government shall provide an adequate number of cars with drivers for official use by the principal officers and the secretariat of the meeting, as well as such other local transportation as is required by the secretariat in connection with the Meeting.

4. The Government shall also provide regular shuttle buses to transport people between the hotels and the Meeting venue for the duration of the Meeting.

Article VIII. Police protection and security

1. The Government shall be responsible for providing, at its expense, such police protection and security as may be required to ensure the efficient functioning of the Meeting without interference of any kind. Such police services shall be under the direct supervision and control of a senior officer to be designated by the Government. He/she shall work in close cooperation with the security liaison officer appointed by the secretariat for this purpose, so as to ensure a proper atmosphere of security and tranquillity.

Article IX. Local personnel

1. The Government shall appoint a liaison officer who shall be responsible, in consultation with the United Nations, for making and carrying out the administrative and personnel arrangements for the Meeting as required under this Agreement.

2. The Government shall recruit and provide an adequate number of secretaries, typists, clerks, personnel for the reproduction and distribution of documents, assistant Meeting officers, ushers, messengers, bilingual receptionists, telephone operators, cleaners and workmen required for the proper functioning of the Meeting, as well as drivers for the cars referred to in article VI, paragraphs 1 and 3. The exact requirements in this respect are specified in annex VI. Some of the persons shall be available at least four days before

the opening of the Meeting and until a maximum of two days after its close, as required by the United Nations.

Article X. Liability

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

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

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

(c) the employment for the Meeting of the personnel provided by or arranged by the Government under article VIII.

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

Article XI. Privileges and immunities

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”), to which the Government of the Kingdom of Bahrain is a party, shall be applicable in respect to the Meeting.

(a) the representative of States and other participants invited by the United Nations shall enjoy the privileges and immunities provided under article IV of the Convention. Other participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Meeting 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, adopted by the General Assembly, on 21 November 1947;

(b) without prejudice to the provisions of the Convention all participants and persons performing functions in connection with the Meeting shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting. The representatives of the information media referred to in article II, paragraph 3 shall be accorded the appropriate facilities necessary for the independent exercise of their functions in connection with the Meeting;

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

(d) all participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from Bahrain. This does not exclude the presentation by the Government of well-founded objections concerning a particular individual. Such objections, however, must not relate to nationality, religion,

professional or political affiliation. Visas and entry permits, where required, shall be granted free of charge and issued as speedily as possible. When applications are made four weeks before the opening of the Meeting, visas shall be granted not later than two weeks before the opening of the Meeting. 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. Arrangements shall also be made to ensure that visas for the duration of the Meeting are delivered at the airport of arrival to those who are unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible and in any case not later than three days before the closing of the Meeting;

(e) the Government shall allow the temporary importation, tax-free and duty-free, of all equipment, including technical equipment accompanying representatives of information media, and shall waive import duties and taxes on supplies necessary for the Meeting. It shall issue without delay any necessary import and export permits for this purpose.

Article XII. Settlement of disputes

Any dispute between the United Nations and the Government concerning the interpretation or implementation of this Agreement, except for a dispute subject to section 30 of the Convention or to any other applicable agreement, shall, unless the parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by negotiations or any other agreed mode of settlement shall be referred at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one to be appointed by the Government and the third, who shall be the chairperson, to be chosen by the first two. If either party fails to appoint an arbitrator within 60 days of the appointment by the other party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice shall nominate such arbitrators at the request of either party. 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.

*Article XIII. Annexes**

All annexes to this Agreement form an integral part of the Agreement.

Article XIV. Final provisions

1. This Agreement may be modified by written agreement between the United Nations and the Government.

2. This Agreement shall enter into force immediately upon signature by the Parties and shall remain in force for the duration of the Meeting and for such a period thereafter as is necessary for all matters relating to any of its provisions to be settled.

* Annexes I–VI not reproduced herein.

Signed this nineteenth of June 2013 in New York in duplicate in English.

For the United Nations

[*Signed*] WU HONGBO
Under-Secretary-General for
Economic and Social Affairs

For the Government
of the Kingdom of Bahrain

[*Signed*] JAMAL FARES AL ROWAIE
Permanent Representative
Permanent Mission of the Kingdom
of Bahrain to the United Nations

- (d) Exchange of letters constituting an agreement between the United Nations and the Government of the Federal Republic of Germany concerning the applicability, *mutatis mutandis*, of the Agreement of 10 November 1995 between the Federal Republic of Germany and the United Nations concerning the Headquarters of the United Nations Volunteers and the Exchange of Notes of the same date between the Administrator of the United Nations Development Programme and the Permanent Representative of Germany to the United Nations concerning the interpretation of certain provisions of the Agreement (hereinafter referred to as the “UNV Headquarters Agreement”) to the Office of the United Nations Platform for Space-based Information for Disaster Management and Emergency Response (UN-SPIDER) in the Federal Republic of Germany—Vienna, 18 January 2013 and 8 May 2013*

I

18 January 2013

Excellency,

I have the honor to refer to discussions which have taken place between officials of the United Nations and the Government of the Federal Republic of Germany relating to the applicability, *mutatis mutandis*, of the Agreement between the United Nations and the Federal Republic of Germany concerning the Headquarters of the United Nations Volunteers Programme concluded on 10 November 1995 and the Exchange of Notes of the same date between the Administrator of the United Nations Development Programme and the Permanent Representative of Germany to the United Nations concerning the interpretation of certain provisions of the Agreement (hereinafter referred to as the “UNV Headquarters Agreement”) to the UNOOSA/UN-SPIDER Bonn Office.

Pursuant to the discussions, I am pleased to propose on behalf of the United Nations to the Government of the Federal Republic of Germany the following:

* Entered into force provisionally on 8 May 2013, in accordance with the provisions of the said letters. Registration with the Secretariat of the United Nations: *ex officio*, 14 June 2013—Registration Number: I-50880.

1. *Purpose and field of application*

This Agreement governs the issues connected with or resulting from the location and the effective discharge of the functions of the UNOOSA/UN-SPIDER Bonn Office in the Federal Republic of Germany.

2. *Application of the UNV Headquarters Agreement*

The UNV Headquarters Agreement shall apply, *mutatis mutandis*, to the UNOOSA/UN-SPIDER Bonn Office in accordance with article 4, paragraph 2, thereto.

3. *Definitions and understandings*

The following definitions and understandings shall apply for the purposes of the present Agreement, which shall complement the definitions in article 1 of the UNV Agreement already applying:

- (i) “the Office” means the UNOOSA/UN-SPIDER Bonn Office, established by the United Nations Office for Outer Space Affairs with the support of the Government of the Federal Republic of Germany;
- (ii) References to “the UNV” or “the Programme” in the UNV Headquarters Agreement shall be deemed to mean the United Nations Office for Outer Space Affairs, an Office of the United Nations Secretariat, and its UN-SPIDER Programme established by General Assembly resolution 61/110;
- (iii) “Head of Office” means the Head of the UNOOSA/UN-SPIDER Bonn Office;
- (iv) References to “the Executive Coordinator” in the UNV Headquarters Agreement shall be deemed to mean the Head of the UNOOSA/UN-SPIDER Bonn Office;
- (v) References to “officials of the Programme” in the UNV Headquarters Agreement shall be deemed to mean the Head of the UNOOSA/UN-SPIDER Bonn Office and all members of its staff, irrespective of nationality, with the exception of those who are locally recruited and assigned to hourly rates as provided for in the United General Assembly resolution 76 (1) of December 1946.

4. *Final provisions*

(a) This Agreement shall also apply *mutatis mutandis* to such other UNOOSA/UN-SPIDER Offices as may be located in the Federal Republic of Germany with the consent of the Government of the Federal Republic of Germany.

(b) This Agreement shall cease to be in force twelve months after the date when either of the Parties has given notice in writing to the other of its decision to terminate the Agreement. The relevant date shall be the date on which the notice is received. This Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of activities in the Federal Republic of Germany and

the disposition of their property therein, and the resolution of any dispute between the Parties of this Agreement.

I have the honor to propose that, if the Government of the Federal Republic of Germany agrees to the proposals made in paragraphs 1 to 4 above, this letter and your Excellency's letter in reply thereto expressing the agreement of the Government of the Federal Republic of Germany shall constitute an Agreement between the United Nations and the Government of the Federal Republic of Germany regarding the UNOOSA/UN-SPIDER Bonn Office, which shall apply provisionally as provided for in article 27 paragraph 4 of the Agreement and shall enter into force on the date on which the Parties have informed each other that their internal requirements for such entry into force have been fulfilled. The relevant date shall be the day on which the last communication is received. This Agreement shall be concluded in the German and English languages, both texts being equally authentic.

Please accept, Excellency, the assurances of my highest consideration

[Signed] YURY FEDOTOV
Director-General
United Nations Office at Vienna

II

Vienna, 8 May 2013

I have the honour to confirm receipt of your letter of 18 January 2013 proposing on behalf of United Nations Office for Outer Space Affairs (UNOOSA) the conclusion of an Agreement between the Government of the Federal Republic of Germany and the United Nations Office for Outer Space Affairs concerning the applicability *mutatis mutandis* of the Agreement of 10 November 1995 between the Federal Republic of Germany and the United Nations concerning the Headquarters of the United Nations Volunteers Programme to the Office of the United Nations Platform for Space-based Information for Disaster Management and Emergency Response (UN-SPIDER) in the Federal Republic of Germany.

Your letter reads as follows:

[text of letter as contained in I, above, is reproduced]

I have the honour to inform you that my Government agrees to the proposals contained in your letter. Your letter and this letter in reply thereto shall thus constitute an Agreement between the Government of the Federal Republic of Germany and the United Nations regarding the UN-SPIDER office in Bonn.

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

[Signed]
KONRAD MAX SCHARINGER

3. Other agreements

**(a) Memorandum of understanding between the United Nations and the International Criminal Court concerning cooperation between the United Nations Operation in Côte d'Ivoire (UNOCI) and the International Criminal Court
New York, 4–5 June 2013 and The Hague, 12 June 2013***

Whereas the United Nations and the International Criminal Court (the “Court”) have concluded a Relationship Agreement between the United Nations and the International Criminal Court (the “Relationship Agreement”), which entered into force on 4 October 2004;

Whereas the United Nations General Assembly, in its resolution 58/318 of 13 September 2004, decided that all expenses resulting from the provision of services, facilities, cooperation and any other support rendered to the Court that may accrue to the United Nations as a result of the implementation of the Relationship Agreement shall be paid in full to the Organization;

Whereas the United Nations and the Court have concluded a memorandum of understanding between the United Nations, represented by the United Nations Security Coordinator, and the International Criminal Court regarding coordination of security arrangements (the “MOU on Security Arrangements”), which entered into force on 22 December 2004;

Whereas the United Nations Operation in Côte d'Ivoire (“UNOCI”) was established pursuant to United Nations Security Council resolution 1528 (2004) of 27 February 2004 as a subsidiary organ of the United Nations;

Whereas the United Nations Security Council, in its resolution 2062 (2012) of 26 July 2012, called upon UNOCI, where consistent with its authorities and responsibilities, to continue to support national and international efforts to bring to justice perpetrators of grave abuses of human rights and violations of international humanitarian law in Côte d'Ivoire, irrespective of their status or political affiliation;

Whereas the Government of Côte d'Ivoire (the “Government”), on 18 April 2003, lodged with the Registrar of the International Criminal Court (the “Registrar”) pursuant to article 12, paragraph 3, of the Rome Statute of the International Criminal Court (the “Rome Statute”) a declaration accepting the exercise of jurisdiction by the International Criminal Court and reaffirmed its acceptance of the Court’s jurisdiction on 14 December 2010;

Whereas the Pre-Trial Chamber of the International Criminal Court, on 3 October 2011, authorized the Prosecutor of the International Criminal Court (the “Prosecutor”) to commence an investigation into the situation of crimes within the jurisdiction of the Court which may have been committed on the territory of Côte d'Ivoire since 28 November 2010 and whereas the Prosecutor has commenced such an investigation;

* Entered into force on 12 June 2013 by signature, in accordance with its article 24. As between the United Nations and the Prosecutor the provisions of the MOU shall be deemed to have taken effect as from 20 January 2012.

Whereas the Pre-Trial Chamber of the International Criminal Court, on 22 February 2012, extended its authorization for investigation in Côte d'Ivoire to include crimes within the jurisdiction of the Court allegedly committed between 19 September 2002 and 28 November 2010;

Whereas in order to carry out its mandate, and more particularly, to conduct investigations and protect victims and witnesses, the Court needs administrative and logistical arrangements to support its activities in the territory of Côte d'Ivoire;

Whereas, in article 10 of the Relationship Agreement, the United Nations agrees that, upon the request of the Court, it shall, subject to availability, provide on a reimbursable basis for the purposes of the Court such facilities and services as may be required and whereas it is further stipulated in that article that the terms and conditions on which any such facilities or services may be provided by the United Nations shall, as appropriate, be the subject of supplementary arrangements;

Whereas, in article 15 of the Relationship Agreement, with due regard to its responsibilities and competence under the Charter and subject to its rules as defined under applicable international law, the United Nations undertakes to cooperate with the Court;

Whereas, in article 18 of the Relationship Agreement, the United Nations undertakes, with due regard to its responsibilities and competence under the Charter of the United Nations and subject to its rules, to cooperate with the Prosecutor of the Court and to enter with the Prosecutor into such arrangements or agreements as may be necessary to facilitate such cooperation, in particular when the Prosecutor exercises her or his duties and powers with respect to investigation and seeks the cooperation of the United Nations under article 54 of the Statute;

Whereas the United Nations and the Court wish to conclude arrangements of the kind foreseen in articles 10 and 18 of the Relationship Agreement; Now, therefore, the United Nations represented by UNOCI (hereinafter UNOCI) and the Court (the "Parties") represented by the Registrar and the Prosecutor (hereinafter the Registrar and the Prosecutor) have agreed as follows:

CHAPTER 1: GENERAL PROVISIONS

Article 1. Purpose

This memorandum of understanding (the "MOU") sets out the modalities of cooperation between the United Nations and the Court in connection with investigations conducted by the Prosecutor into crimes within the jurisdiction of the Court which may have been committed on the territory of Côte d'Ivoire since 19 September 2002.

Article 2. Cooperation

1. The United Nations undertakes to cooperate with the Court, including the Prosecutor, in accordance with the specific modalities set out in this MOU.

2. This MOU may be supplemented from time to time by means of written agreement between the signatories or their designated representatives setting out additional modalities of cooperation between the United Nations and the Court or the Prosecutor, as the case may be.

3. This MOU is supplementary and ancillary to the Relationship Agreement. It is subject to that Agreement and shall not be understood to derogate from any of its terms. In the case of any inconsistency between the provisions of this MOU and those of the Relationship Agreement, the provisions of the Relationship Agreement shall prevail.

Article 3. Basic principles

1. It is understood that UNOCI shall afford the assistance and support provided for in this MOU to the extent feasible within its capabilities and areas of deployment and without prejudice to its ability to discharge its other mandated tasks.

2. The Court acknowledges that the Government has primary responsibility for the safety and security of all individuals, property and assets present on its territory. Without prejudice to the MOU on Security Arrangements, neither the United Nations nor UNOCI shall be responsible for the safety or security of the staff/officials or assets of the Court or of potential witnesses, witnesses, victims, suspects or accused or convicted persons identified in the course, or as a result, of the Prosecutor's investigations. In particular, nothing in this MOU shall be understood as establishing or giving rise to any responsibility on the part of the United Nations or UNOCI to ensure or provide for the protection of witnesses, potential witnesses or victims identified or contacted by the Court, including the Prosecutor, in the course of its investigations.

Article 4. Reimbursement

1. All services, facilities, cooperation, assistance and other support that may be provided to the Court by the United Nations or by UNOCI pursuant to this MOU shall be provided on a fully reimbursable basis.

2. The Court shall reimburse the United Nations or UNOCI in full for and in respect of all clearly identifiable direct costs that the United Nations or UNOCI may incur as a result of or in connection with providing services, facilities, cooperation, assistance or support pursuant to this MOU.

3. The Court shall not be required to reimburse the United Nations or UNOCI for or in respect of:

(a) costs that the United Nations or UNOCI would have incurred regardless of whether or not services, facilities, cooperation, assistance or support were provided to the Court pursuant to this MOU;

(b) any portion of the common costs of the United Nations or of UNOCI;

(c) depreciation in the value of United Nations or contingent owned equipment, vehicles, vessels or aircraft that might be used by the United Nations or UNOCI in the course of providing services, facilities, cooperation, assistance or support pursuant to this MOU.

CHAPTER II: SERVICES, FACILITIES AND SUPPORT

Article 5. Administrative and logistical services

1. At the request of the Court, UNOCI is prepared to provide administrative and logistical services to the Court, including:

(a) access to UNOCI's information technology (IT) facilities in areas where available, subject to compliance with UNOCI's information technology protocols, policies and rules, in particular with respect to the use of external applications and the installation of software;

(b) with the prior written consent of the Government and on the understanding that the Court purchases compatible equipment for that purpose, access to UNOCI's internal telecommunications facilities (PABX) and its two-way radio security channels for the purpose of communications within Côte d'Ivoire;

(c) storage for items of equipment or property owned by the Court on a space available basis, it being understood that risk of damage to, or deterioration or loss of, such equipment or property during its storage by UNOCI shall lie with the Court. The Court hereby agrees to release the United Nations, including UNOCI, and their officials, agents, servants and employees from any claim in respect of damage to, or deterioration or loss of, such equipment or property;

(d) provided that (i) staff/officials of the Court and (ii) victims, witnesses, defence counsel and defence team members travelling for Court related purposes ("Other Persons") are lawfully entitled to benefit from the same immigration formalities on their entry into and departure from Côte d'Ivoire as members of UNOCI, assistance to staff/officials of the Court and Other Persons in completing those formalities when arriving or departing on flights that are also carrying members of UNOCI. It is understood that it is the Court's responsibility to ensure that its staff/officials and Other Persons are in possession of appropriate travel documents and that UNOCI is not in a position to resolve any travel, immigration or departure problems for staff/officials of the Court and Other Persons;

(e) on an exceptional basis and with the prior written consent of the Government, temporary or overnight accommodation for staff/officials of the Court on UNOCI premises, it being understood that UNOCI will consider requests for such services on a case-by-case basis, taking duly into consideration the security of its own members and assets and the availability of alternative suitable accommodation in the vicinity. It shall be a condition of the accommodation of any staff member/official of the Court on UNOCI premises that he or she first sign a waiver of liability as set out in Annex A of this MOU. The Court shall advise their staff/officials concerned of this requirement and shall instruct them to complete and sign that waiver. UNOCI and the Court shall make practical arrangements for the transmittal to UNOCI of completed and signed waivers at least 5 (five) working days in advance of the arrival of the staff/officials concerned at UNOCI premises at which they are to be accommodated. The United Nations shall not be responsible in any way for the safety or security of any staff/officials of the Court who are accommodated on UNOCI premises pursuant to a request by the Court;

(f) access to UNOCI's vehicle maintenance facilities for the purpose of first line maintenance of the Court's vehicles, it being understood that neither the United Nations nor UNOCI is in a position to guarantee parts, consumables or workmanship;

(g) sale, at prevailing market rates, of computing equipment and supplies and of Post Exposure Prophylaxis (PEP) kits, subject to availability and to the priority that is to be accorded to UNOCI's own operational requirements, it being understood that such items can only be sold where no alternative sources are available or in emergency situations, and provided that UNOCI has surplus emergency stocks;

(h) geographic or cartographic information relating to a particular area, including cartographic outputs in digital or paper format from existing UNOCI resources.

2. The Court shall make requests for such services in writing, preferably on a quarterly basis but no less than 30 days before the service is required. In making such requests, the Court shall specify the nature of the administrative or logistical services sought, when they are sought and for how long. UNOCI shall inform the Court in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. In the event that it accedes to a request, UNOCI shall simultaneously inform the Court in writing of the date on which it is able to commence provision of the services concerned and of their estimated cost.

3. Should UNOCI, in its sole discretion, determine that the provision of the administrative or logistical services requested by the Court is beyond the staffing capabilities of UNOCI, UNOCI shall nevertheless provide such services if the Court first agrees to provide UNOCI with the funds needed by it to recruit and pay for the services of additional administrative support staff to assist UNOCI in performing the said administrative or logistical services and provides all related infrastructure and common services requirements necessary to accommodate such staff.

Article 6. Medical services

1. In the event of a medical emergency affecting staff/officials of the Court while they are present in UNOCI's areas of deployment, UNOCI undertakes, subject to availability and to the security of its own members and assets, to provide, on request by the Court

(a) on-site medical support to the staff/officials of the Court concerned; and

(b) transportation to the nearest available appropriate medical facility, including emergency medical evacuation services to an appropriate country, it being understood that it is the Court's responsibility to arrange for subsequent hospitalisation and further medical treatment in that country, it being further understood that, in the provision of such services, staff/officials of the Court shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

2. UNOCI shall provide Level I medical services for staff/officials at UNOCI's United Nations-owned medical facilities in Côte d'Ivoire on a space-available basis, it being understood that, in the delivery of such services, staff/officials shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

3. The Court shall advise its staff/officials travelling to Côte d'Ivoire on official business of the requirement to complete and sign a release from liability form (the Release from Liability Form), as set out in Annex B of this MOU, as a condition to obtaining medical services pursuant to this MOU and shall accordingly instruct them to complete and sign such a form before travelling and to carry a copy with them at all times while in Côte d'Ivoire. UNOCI and the Court shall make practical arrangements for the transmittal to UNOCI of completed and signed forms in advance of the arrival of the staff/officials concerned in Côte d'Ivoire. Without prejudice to the foregoing, it is nevertheless understood that no staff member or official of the Court will be denied medical services provided

for in this MOU solely on the grounds of his or her not having previously completed and signed a Release from Liability Form if, at the time of the medical emergency or of arrival at the medical facility, he or she is physically unable to complete and sign such a form.

Article 7. Transportation

1. At the request of the Court and subject to prior signature of a waiver of liability by the staff member/official concerned as set out in annex C of this MOU, UNOCI shall provide aircraft passenger services to staff/officials of the Court, on a space-available basis, aboard its regular flights, it being understood that, in the provision of such services, staff/officials of the Court shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

2. UNOCI is prepared to give favourable consideration, when appropriate and on a case-by-case basis, to requests by the Court for additional ground time at landing sites subject to operational limitations.

3. UNOCI may provide special flights to the Court, where possible, at the Court's request on a full cost reimbursement basis.

4. At the request of the Court and with the prior written consent of the Government, UNOCI may provide assistance to the Court by transporting on UNOCI aircraft, witnesses who are voluntarily cooperating with the Court. UNOCI will consider such requests on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, seat availability on UNOCI aircraft and the availability of alternative means of transportation, such as commercial flights. Neither UNOCI nor the United Nations shall be responsible for the security or safety of any witnesses whom UNOCI might transport on its aircraft in response to such requests. It shall be a condition to the transportation of any witness on UNOCI aircraft pursuant to such a request that the witness concerned first sign a waiver of liability as set out in annex D of this MOU and that a staff member/official of the Court accompany the witness during the entire period of his or her transportation by UNOCI. In the event that it is necessary to protect the identity of a particular witness, the Court and UNOCI shall consult with each other, at the Court's request, with a view to putting in place practical arrangements that will make it possible for the witness concerned to complete the waiver of liability as set out in annex D of this MOU while at the same time protecting his or her identity.

5. At the request of the Court and subject to the signature of a waiver of liability by the staff member/official concerned as set out in annex E of this MOU, UNOCI shall provide transportation in its motor vehicles to staff/officials on a space-available basis, it being understood that, in the provision of such services, staff/officials of the Court shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

6. At the request of the Court and with the prior written consent of the Government, UNOCI may provide assistance to the Court by transporting in UNOCI motor vehicles witnesses who are voluntarily cooperating with the Court. The provisions of paragraph 3 of this article shall apply in respect of such requests, *mutatis mutandis*, except that the waiver that is to be signed by any witness who may be transported by UNOCI pursuant to any such request shall be as set out in annex E of this MOU.

7. At the request of the Court, UNOCI shall provide air or ground transportation services for items of Court-owned equipment or property on a space-available basis, it being understood that, in the provision of such services, items of Court-owned equipment or property shall be accorded the same priority as is accorded to equipment or property of the specialized agencies and of the other related organizations of the United Nations. Risk of damage to, or loss of, items of Court-owned equipment or property during such transportation shall lie with the Court. The Court hereby agrees to release the United Nations, including UNOCI, from any claim in respect of damage to, or loss of, such equipment or property.

8. The Court shall make all requests regarding the provision of transportation by UNOCI under this article in writing. In making such requests, the Court shall specify for whom or what and the date on, and the locations between, which transportation is sought. UNOCI shall inform the Court in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. If UNOCI accedes to a request, it shall simultaneously provide the Court with a written estimate of the cost of the transportation services chargeable to it.

9. Without prejudice to article 4 of this MOU, it is understood that costs that are reimbursable by the Court in connection with services provided pursuant to this article shall include, *inter alia*, those arising from the payment by the United Nations of any additional insurance premiums and of any increase in fees for the charter of aircraft and, in the case of any special flights provided pursuant to paragraph 3 of this article, the cost of fuel consumed by United Nations or contingent owned aircraft and of helicopter or aircraft flying hours.

10. UNOCI confirms to the Court that it is prepared, in principle, to give consideration to requests from the Government to assist the Government in the transportation of:

- (a) suspects or accused persons, for the purpose of their transfer to the Court;
- (b) witnesses who have received a summons from the competent authorities of Côte d'Ivoire to attend for questioning, for the purpose of their transfer to the location in Côte d'Ivoire identified in that summons.

11. At the request of the Court, UNOCI is prepared to arrange for the rental by the Court from commercial operators, of motor vehicles for the purpose of the official travel of its staff/officials. The procurement of such rental services shall be carried out in accordance with the United Nations Financial Regulations and Rules, provided that the vehicle rental contract will be entered into between the Court and the rental service provider.

Article 8. Police and military support

1. At the request of the Court and with the prior written consent of the Government, UNOCI may provide police or military support to the Court for the purpose of facilitating its investigations in areas where UNOCI police or military units are already deployed.

2. The Court shall make requests for such support in writing. When making such requests, the Court shall provide such information as the location, date, time and nature of the investigations that is to be conducted and the number of staff/officials of the Court involved, as well as an evaluation of the attendant risks of which the Court may be aware.

3. UNOCI will review such requests on a case-by-case basis, taking into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, the consistency of the support requested with its mandate and Rules of Engagement or Directive on the Use of Force and the capacity of the Government to provide adequate security for the investigation concerned. UNOCI shall inform the Court in writing whether or not it accedes to such requests as soon as possible and in any event within 10 (ten) working days of their receipt.

4. In the event that UNOCI agrees to a request, UNOCI shall, on the basis of the information provided by the Court, determine in an operational order the extent, nature and duration of the police or military support to be provided, together with an estimate of the total reimbursable cost of the operation chargeable to the Court. The Court shall acknowledge in writing his or her agreement to that operational order.

5. Any police or military units and equipment that UNOCI might deploy pursuant to such an order shall remain exclusively and at all times under UNOCI's command and control.

6. For the purposes of this article, reference to police support is restricted to formed police units (FPU's).

7. Without prejudice to article 4 of this MOU, it is understood that the costs that are reimbursable by the Court in connection with support provided pursuant to this article shall include, *inter alia*, the cost of fuel consumed by United Nations or contingent owned vehicles, vessels or aircraft and of any helicopter or aircraft flying hours.

CHAPTER III: COOPERATION AND LEGAL ASSISTANCE

Article 9. Access to documents and information held by UNOCI

1. Requests by the Prosecutor for access to documents held by UNOCI are governed by article 18 of the Relationship Agreement.

2. Requests by the Prosecutor for access to such documents shall be communicated by the Prosecutor in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for Côte d'Ivoire.

3. Such requests shall identify with a reasonable degree of specificity the document or the category or categories of documents to which the Prosecutor wishes to be afforded access, and shall explain succinctly how and why such document or documents or the information that they contain is relevant to the conduct of the Prosecutor's investigations and explain why that information cannot reasonably be obtained by other means or from some other source.

4. The Under-Secretary-General for Peacekeeping Operations shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

5. The United Nations, acting through the Under-Secretary-General for Peacekeeping Operations, may, on its own initiative make available to the Prosecutor documents held by UNOCI that the United Nations may have reason to believe may be of use to the Prosecutor in connection with her or his investigations.

6. The United Nations shall endeavour, wherever possible, to accede to the Prosecutor's requests by providing the document or documents to which the Prosecutor wishes to be afforded access and by not placing any conditions, limitations, qualifications or exceptions on their disclosure.

7. Where a document requested contains information the disclosure of which would:

- (a) endanger the safety or security of any person; or
- (b) prejudice the security or proper conduct of any operation or activity of the United Nations or of its specialised agencies or related organizations or of its implementing partners or executing agencies; or
- (c) violate an obligation of confidentiality owed by the United Nations to a third party; or
- (d) violate or interfere with the privacy of a third person; or
- (e) undermine or compromise the free and independent decision-making processes of the United Nations; or
- (f) endanger the security of any Member State of the United Nations,

the United Nations shall nevertheless endeavour, wherever possible, to provide the document concerned to the Prosecutor. To this end, the United Nations may request the order by the Court of appropriate measures of protection in respect of the document or, in the absence of such measures, may place conditions, limitations, qualifications or exceptions on the disclosure of the document or on specified parts of its contents, including the introduction of redactions, for the purpose of preventing the disclosure of information of one or other of the kinds described above in a manner that would endanger the safety or security of any person or be detrimental to the interests of the United Nations or its Member States or place the United Nations in violation of its obligations.

8. Where it considers there is no other practicable way in which it can respond positively to the Prosecutor's request, the United Nations may, on an exceptional basis, provide documents to the Prosecutor subject to the arrangements and protections provided for in article 18, paragraph 3, of the Relationship Agreement. In such an eventuality, the provisions set out in annex F to this MOU shall apply.

9. It is understood that, in the normal course of events, the United Nations will provide the Prosecutor with photocopies of documents held by UNOCI and not with original versions. The United Nations is, nevertheless, prepared, in principle, to make available to the Prosecutor, on a temporary basis, the original versions of specific documents, should the Prosecutor indicate that such original versions are needed for evidentiary or forensic reasons. Requests for such original versions shall be communicated by the Prosecutor in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for Côte d'Ivoire. The United Nations undertakes to endeavour to accede to such requests whenever possible. It is nevertheless understood that the United Nations shall be free to decline any such request or to accede to it subject to such conditions, limitations, qualifications or exceptions as it might deem appropriate. It is further understood that the agreement of the United Nations to make available original

versions of documents may only be given in writing, by the Under-Secretary-General for Peacekeeping Operations.

10. For the purposes of this article, documents are understood to include communications, notes and records in written form, including records of meetings and transcripts of audio or video-taped conversations, facsimile transmissions, electronic mail, computer files and maps, whether generated by members of UNOCI or received by UNOCI from third parties.

11. References in this article to documents are to be understood to include other recorded forms of information, which may be in the form, *inter alia*, of audiotapes, including audiotapes of radio intercepts, video recordings, including video recordings of crime scenes and of statements by victims and potential witnesses, and photographs.

12. Without prejudice to article 4 of this MOU, it is understood that costs that are reimbursable by the Court in connection with assistance provided pursuant to this article shall include, *inter alia*:

- (a) the costs of copying documents provided to the Prosecutor;
- (b) the costs of transmitting those copies to the Prosecutor;
- (c) costs incurred in, or necessarily incidental to, making available and transmitting to the Prosecutor original versions of documents pursuant to paragraph 9 of this article.

13. References in paragraphs 4, 5 and 9 of this article to the Under-Secretary-General for Peacekeeping Operations are to be understood to include the Assistant Secretary-General for Peacekeeping Operations.

14. References in this article to the Prosecutor are to be understood to include the Deputy Prosecutor and the Heads of Divisions.

15. The provisions of this article and annex F shall apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purposes of facilitating investigations pursuant to an order of a Pre-Trial Chamber [or] Trial Chamber.

16. The Parties agree that counsel retained by persons accused before the Court for their defence shall benefit from the possibilities of accessing documents and information held by UNOCI on and subject to, *mutatis mutandis*, the terms and conditions set out in this article and annex F. Such requests will be submitted through the Registrar.

17. The Parties agree that counsel retained by victim participants in a case before the Court shall benefit from the possibilities of accessing documents and information held by UNOCI on and subject to, *mutatis mutandis*, the terms and conditions set out in this article. Such requests will be submitted through the Registrar.

Article 10. Interview of members of UNOCI

1. The United Nations undertakes to cooperate with the Prosecutor by taking such steps as are within its powers and capabilities to make available for interview by the Prosecutor members of UNOCI whom there is good reason to believe may have information that is likely to be of assistance to the Prosecutor in the conduct of her or his investigations and that cannot reasonably be obtained by other means or from some other source. It is understood that, in the case of interviews conducted on the territory of Côte d'Ivoire, UNOCI will only so cooperate with the prior written consent of the Government.

2. Requests by the Prosecutor to interview members of UNOCI shall be communicated in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for Côte d'Ivoire.

3. Such requests shall identify the member of UNOCI whom the Prosecutor wishes to interview, identify with a reasonable degree of specificity the category or categories of information that the Prosecutor believes that the member of UNOCI concerned might be able to provide, explain succinctly how and why such information is relevant to the conduct of the Prosecutor's investigations and explain why that information cannot reasonably be obtained by other means or from some other source.

4. The Under-Secretary-General for Peacekeeping Operations shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

5. It is understood that police or military members of national contingents assigned to the police or military component of UNOCI remain subject to the police or military rules, regulations and discipline of the State contributing the contingent to which they belong. The Prosecutor accordingly understands that, once she or he has obtained the response of the Under-Secretary-General for Peacekeeping Operations to a request to interview a police or military member of a national contingent assigned to UNOCI's police or military component, she or he may need to approach the competent authorities of the State contributing the contingent to which that member of UNOCI belongs with a view to arranging for him or her to be interviewed.

6. Whenever so requested by the Under-Secretary-General for Peacekeeping Operations, the Prosecutor shall accept the presence of a representative of the United Nations at and during the interview of a member of UNOCI. The Under-Secretary-General for Peacekeeping Operations shall provide reasons in writing for any such request.

7. The Prosecutor shall, as soon as possible after the interview of a member of UNOCI, provide both the Under-Secretary-General for Peacekeeping Operations and the member of UNOCI concerned with a written transcript of the interview or the interview record.

8. It is understood that, unless otherwise expressly stated by the Under-Secretary-General for Peacekeeping Operations, members of UNOCI who may be interviewed by the Prosecutor are not at liberty to disclose to the Prosecutor information the disclosure of which would:

- (a) endanger the safety or security of any person;
- (b) prejudice the security or proper conduct of any operation or activity of the United Nations or of its specialised agencies or related organizations or of its implementing partners or executing agencies;
- (c) violate an obligation of confidentiality owed by the United Nations to a third party;
- (d) violate or interfere with the privacy of a third person;
- (e) undermine or compromise the free and independent decision-making processes of the United Nations;

(f) endanger the security of any Member State of the United Nations.

9. In the event that a member of UNOCI who is interviewed by the Prosecutor discloses to the Prosecutor during the interview without specific authorization from the Under-Secretary-General for Peacekeeping Operations information of one or other of the kinds specified in the preceding paragraph, the Prosecutor, at the request of and in consultation with the Under-Secretary-General for Peacekeeping Operations, shall take the necessary measures to ensure the confidentiality of that information, to restrict its availability within her or his Office on a strictly “need to know” basis and, as necessary, to request that necessary measures be taken by the Court to prevent its onward disclosure. In the event that the Prosecutor her/himself has reason to believe that the member of UNOCI concerned has disclosed such information during the interview, she or he shall immediately so notify the Under-Secretary-General for Peacekeeping Operations, and pending his or her response, shall take necessary measures to ensure the confidentiality of that information.

10. It is understood that members of UNOCI who may be interviewed by the Prosecutor are not at liberty to provide the Prosecutor with copies of any confidential documents of the United Nations that might be in their possession. It is further understood that, if the Prosecutor wishes to obtain copies of such documents, she or he should direct any request to that end to the Under-Secretary-General for Peacekeeping Operations in accordance with article 11, paragraph 2, of this MOU. At the same time, it is understood that, unless otherwise specified by the Under-Secretary-General for Peacekeeping Operations, members of UNOCI are at liberty to refer to such documents and, subject to paragraph 8 of this article, to disclose their contents in the course of their interview.

11. The provisions of this article shall also apply with respect to the interview by the Prosecutor of:

- (a) former members of UNOCI;
- (b) contractors engaged by the United Nations or by UNOCI to perform services or to supply equipment, provisions, supplies, materials or other goods in support of UNOCI’s activities (“contractors”);
- (c) employees of such contractors (“employees of contractors”).

12. The Court shall bear all costs incurred in connection with the interview of members of UNOCI.

13. The provisions of this article shall not apply to cases in which the Prosecutor wishes to interview a member of UNOCI who the Prosecutor has reason to believe may be criminally responsible for a crime within the jurisdiction of the Court.

14. References in paragraphs 4, 5, 6, 8 and 9 of this article to the Under-Secretary-General for Peacekeeping Operations are to be understood to include the Assistant Secretary-General Peacekeeping Operations.

15. References in this article to the Prosecutor are to be understood to include the Deputy Prosecutor(s) and the Heads of Divisions.

16. The provisions of this article and its related annexes shall apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purposes of facilitating investigations pursuant to an order of a Pre-Trial Chamber or a Trial Chamber.

17. The Parties agree that counsel retained by persons accused before the Court for their defence and counsel engaged by victims party to a case before the Court shall benefit from the possibilities of interviewing members of UNOCI subject to, *mutatis mutandis*, the terms and conditions set out in this article. Such requests will be submitted through the Registrar.

Article 11. Testimony of members of UNOCI

1. Requests by the Prosecutor for the testimony of officials of the United Nations assigned to serve with UNOCI are governed by article 16 of the Relationship Agreement. That article shall also apply *mutatis mutandis* with respect to requests by the Prosecutor for the testimony of other members of UNOCI, including United Nations Volunteers, military observers, military liaison officers, civilian police, experts performing missions for the United Nations and military members of national contingents assigned to serve with UNOCI's military component.

2. Requests by the Prosecutor for the testimony of members of UNOCI shall be communicated in writing to the Legal Counsel of the United Nations and shall be simultaneously copied to the Under-Secretary-General for Peacekeeping Operations and to the Special Representative of the Secretary-General for Côte d'Ivoire. The Legal Counsel of the United Nations or the Assistant Secretary-General for Legal Affairs shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

3. Requests shall identify the member of UNOCI whom the Prosecutor wishes to testify, identify with a reasonable degree of specificity the matter or matters on which the Prosecutor wishes the member of UNOCI concerned to testify, explain succinctly how and why such testimony is relevant to the Prosecutor's case and explain why testimony on the matter or matters concerned cannot reasonably be obtained from some other source.

4. It is understood that only the Legal Counsel of the United Nations or the Assistant Secretary-General for Legal Affairs may, on behalf of the Secretary-General, execute* the waiver contemplated in article 16 of the Relationship Agreement in respect of a member of UNOCI. It is further understood that any such waiver must be executed in writing.

5. It is understood that police or military members of national contingents assigned to the police or military component of UNOCI remain subject to the police and military rules, regulations and discipline of the State contributing the contingent to which they belong. The Prosecutor accordingly understands that, once she or he has obtained the response of the Legal Counsel of the United Nations or of the Assistant Secretary-General for Legal Affairs to a request for the testimony of a police or military member of a national contingent assigned to UNOCI's police or military component, she or he may need to approach the competent authorities of the State contributing the contingent to which that member of UNOCI belongs with a view to arranging for his or her testimony.

6. The provisions of this article shall also apply with respect to the testimony of:

- (a) former members of UNOCI;
- (b) contractors;

* The authentic text reads "can execute".

(c) employees of contractors.

7. The Court shall bear all costs incurred in connection with the testimony of members of UNOCI.

8. The provisions of this article shall not apply to cases in which the Court seeks to exercise its jurisdiction over a member of UNOCI who may be alleged to be criminally responsible for a crime within the jurisdiction of the Court.

9. References in this article to the Prosecutor are to be understood to include the Deputy Prosecutor(s) and the Heads of Divisions.

10. The provisions of this article and its related annexes shall apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purposes of facilitating investigations pursuant to an order of a Pre-Trial Chamber or Trial Chamber.

11. The Parties agree that counsel retained by persons accused before the Court for their defence and counsel for victims party to a case before the Court shall benefit from the possibilities of requesting testimony of members of UNOCI through the Registrar, subject to, *mutatis mutandis*, the terms and conditions set out in this article.

Article 12. Assistance in tracing witnesses

1. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may assist the Prosecutor by taking such steps as may be within its powers and capabilities to identify, trace and locate witnesses or victims not members of UNOCI whom the Prosecutor wishes to contact in the course of her or his investigations and who there is good reason to believe may be present in UNOCI's areas of deployment. UNOCI will consider such requests by the Prosecutor on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities and the risks to victims or witnesses that may arise from any attempt by UNOCI to identify, trace or locate them, as well as any attendant risks to their families, dependants or third parties.

2. The Prosecutor shall make requests for assistance under this article in writing. When making such requests, she or he shall provide UNOCI in writing with an evaluation of the risks of which she or he is aware that are likely to be attendant on any attempt to identify, trace, or locate the victims or witnesses concerned. UNOCI shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within ten (10) working days of its receipt.

3. UNOCI shall not be responsible for the safety or security of any witnesses or victims whom it may endeavour to identify and locate pursuant to this article, nor shall it be responsible for the safety or security of their families or dependants or of any third parties.

4. The provisions of this article shall apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purposes of facilitating investigations pursuant to an order of a Pre-Trial or a Trial Chamber.

Article 13. Assistance in respect of interviews

1. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may agree to allow the Prosecutor to conduct on UNOCI premises interviews of witnesses who are not members of UNOCI and who are voluntarily

cooperating with the Prosecutor in the course of her or his investigations. UNOCI will consider such requests by the Prosecutor on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities and the availability of suitable alternative locations for the conduct of such interviews.

2. The Prosecutor shall make requests for assistance under this article in writing. When making such requests, she or he shall explain in writing why the use of UNOCI premises is being sought and shall provide UNOCI in writing with an evaluation of the risks attendant on the interview of the witness concerned of which she or he may be aware. UNOCI shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within ten (10) working days of its receipt.

3. It shall be a condition to the interview of any witness on UNOCI premises pursuant to this article that a staff member/official of the Court accompany the witness throughout the time that he or she is present on UNOCI premises.

4. Neither UNOCI nor the United Nations shall be responsible for the security or safety of any staff/officials of the Court or of any witnesses while they are on UNOCI premises for the purpose of the conduct of interviews pursuant to this article.

5. The provisions of this article shall apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purposes of facilitating investigations pursuant to an order of a Pre-Trial or a Trial Chamber.

Article 14. Assistance in the preservation of physical evidence

1. At the request of the Prosecutor and with the prior written consent of the Government UNOCI may assist the Prosecutor, by storing items of physical evidence for a limited period of time in secure rooms, closets or safes on UNOCI premises.

2. The Prosecutor shall make such requests in writing. In making such requests, the Prosecutor shall specify the items of physical evidence whose storage is sought, where their storage is sought and for how long. UNOCI shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. In the event that it accedes to a request, UNOCI shall simultaneously inform the Prosecutor of the date on which storage can be provided, where and for how long.

3. Notwithstanding UNOCI's previous accession to a request to store a particular item of evidence, UNOCI may, at any time and upon giving reasonable notice in writing, require the Prosecutor to remove that item from its premises.

4. It is understood that the risk of damage to, or deterioration or loss of, items of physical evidence during their storage by UNOCI shall lie with the Court. The Court hereby agrees to release the United Nations, including UNOCI, and their officials, agents, servants and employees from any claim in respect of damage to, or deterioration or loss of, such items of physical evidence.

5. The provisions of this article shall apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purposes of facilitating investigations pursuant to an order of a Pre-Trial or a Trial Chamber.

Article 15. Arrests, searches and seizures and securing of crime scenes

1. UNOCI confirms to the Court that it is prepared, in principle and consistently with its mandate, to give consideration, on a case-by-case basis, to requests from the Government to assist the Government in:

- (a) carrying out the arrest of persons whose arrest is sought by the Court;
- (b) securing the appearance of a person whose appearance is sought by the Court;
- (c) carrying out the search of premises and seizure of items whose search and seizure are sought by the Court;

it being understood that UNOCI, if and when it accedes to such requests to assist the Government does not in any way take over responsibilities that lie with the Government.

2. UNOCI confirms to the Court that it is prepared, in principle and consistently with its mandate, to secure the scenes of possible crimes within the jurisdiction of the Court (crime scenes) which it may encounter in the course of carrying out its mandate, pending the arrival of the relevant authorities of Côte d'Ivoire. UNOCI shall notify the Prosecutor as soon as possible of the existence of any such crime scene. UNOCI further confirms to the Court that it is prepared, in principle where consistent with its existing authorities and responsibilities, to give consideration to requests for assistance whether from the Prosecutor or the Government to assist the Government in securing and preserving the integrity of such crime scenes, pending arrival of staff/officials of the Office of the Prosecutor, and thereafter, if requested by the Government or the Court.

CHAPTER IV: SECURITY

Article 16. Security arrangements

1. The provisions of this article are supplemental and additional to those of the MOU on Security Arrangements and shall be understood to be without prejudice to, and not to derogate in any manner from, its terms. The Special Representative of the Secretary-General for Côte d'Ivoire is the Designated Official for Côte d'Ivoire within the meaning of that expression as it appears in the Memorandum of Understanding.

2. At the request of the Court, UNOCI shall, upon presentation of a valid form of identification, issue to staff/officials of the Court identity cards granting them access to UNOCI facilities as official visitors for the duration of their mission in Côte d'Ivoire. The Court shall make such requests in writing, at least five (5) working days in advance of the arrival of the staff/officials concerned in Côte d'Ivoire.

3. UNOCI shall permit staff/officials of the Court to attend security-related briefings provided by UNOCI, as and when deemed appropriate by the Special Representative of the Secretary-General for Côte d'Ivoire.

4. UNOCI shall, in case of emergency, provide temporary shelter within UNOCI premises to staff/officials of the Court and who present themselves at such premises and request protection, pending their emergency evacuation or relocation to another country, if necessary.

5. The Court shall instruct its staff/officials

(a) to follow the security instructions and directives issued by or under the authority of the Special Representative of the Secretary-General for Côte d'Ivoire;

(b) to comply with operational directions or orders issued to them by members of UNOCI while they are under their immediate protection;

(c) to comply at all times while they are on UNOCI premises, are aboard UNOCI vehicles, vessels or aircraft, or are under the immediate protection of members of UNOCI, with all UNOCI instructions, directives and policies regarding the care, carriage, display and use of firearms.

6. Staff/officials of the Court carrying firearms shall, upon entering UNOCI premises or boarding any UNOCI vehicle, vessel or aircraft, report to the Senior UNOCI security officer or other Senior member of UNOCI present that they are carrying firearms and shall, upon request, hand over the firearms to UNOCI for the duration of their stay on such premises or journey on such vehicle, vessel or aircraft. It is understood that the risk of damage to or loss of such firearms during their storage by UNOCI shall remain with the Court, unless such damage or loss results from the negligence of the United Nations or of UNOCI officials, agents, servants and employees or any third party. Subject to this exception, the Court hereby agrees to release the United Nations, including UNOCI, and their officials, agents, servants and employees from any claim in respect of such damage or loss.

7. UNOCI undertakes to store such firearms in a secure place and to treat them with the same level of care as it applies to its own firearms of the same nature.

8. UNOCI confirms to the Court that, subject to the security of its own members assets, it is prepared to provide temporary shelter within UNOCI premises to witnesses who are not members of UNOCI and who are cooperating with the Court in the course of its investigations in the event that they come under imminent threat of physical violence and present themselves at such premises and request protection.

9. At the request of the Court, UNOCI may undertake operations of a limited character to extract witnesses who are not members of UNOCI and who are cooperating with the Court in the course of its investigations in the event that they come under imminent threat of physical violence. UNOCI will review such requests on a case-by-case basis, taking into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, the consistency of the proposed operation with its mandate and its Rules of Engagement or Directives on the Use of Force and the capacity of the Government to provide security for the witnesses concerned. UNOCI shall inform the Court as soon as possible whether or not it accedes to its request.

10. Without prejudice to article 4 of this MOU, it is understood that the costs that are reimbursable by the Court in connection with support provided pursuant to the preceding paragraph shall include, *inter alia*, the cost of fuel consumed by United Nations or contingent owned vehicle, vessels or aircraft and of any helicopter or aircraft flying hours.

CHAPTER V: IMPLEMENTATION

Article 17. Payments

1. UNOCI shall submit invoices to the Court for the provision of services, facilities, cooperation, assistance and support under this MOU. It shall do so promptly and, in any

event, within 60 (sixty) days of the date on which the services, facilities, cooperation, assistance or support concerned was provided.

2. The Court shall make payment against such invoices within 30 (thirty) days of the date printed on them.

3. Payment shall be made in United States Dollars, by means of bank transfer made payable to the United Nations bank account specified on the invoice concerned.

Article 18. Communications

1. UNOCI and the Registrar and the Prosecutor shall each designate official contact persons responsible:

(a) for making, receiving and responding to requests under articles 5, 7, 8, 9, 10, 11, 12, 13, 14 and 16 of this MOU for administrative and logistical services, transportation, police and military support, assistance in tracing witnesses, assistance in respect of interviews, assistance in the preservation of physical evidence, the issuance of identity cards and the extraction of witnesses;

(b) for transmitting and receiving medical release forms under article 6, paragraph 3, of this MOU;

(c) for submitting and receiving invoices and for making and receiving payments under article 17 of this MOU.

These designated official contact persons shall be the exclusive channels of communication on these matters between UNOCI and the Court.

2. All requests, notices and other communications provided for or contemplated in this MOU shall be made in writing, either in English or in French.

3. All requests and communications provided for or contemplated in this MOU shall be treated as confidential, unless the Party making the request or communication specifies otherwise in writing. The United Nations, UNOCI, the Registrar and the Prosecutor shall restrict the dissemination and availability of such requests and communications and the information that they contain within their respective organizations or offices on a strictly “need to know” basis, it being understood that the Registry and the Prosecutor, may nevertheless share such requests with the Chambers on a strictly *ex parte* basis, should this become necessary, in which event the Registrar or the Prosecutor shall immediately inform the United Nations in writing by means of a communication addressed to the Legal Counsel. The Parties shall also take the necessary steps to ensure that those handling such requests and communications are aware of the obligation strictly to respect their confidentiality.

Article 19. Consent of the Government

It shall be the responsibility of the Registrar or the Prosecutor to obtain the prior written consent of the Government, as provided for in article 5 paragraph 1 (b), (e) and (g), article 7, paragraphs 4 and 6, article 8, article 10, paragraph 1, article 12, paragraph 1, article 13, paragraph 1, and article 14, paragraph 1.

Article 20. Planning

The Registrar and the Prosecutor shall each regularly prepare and submit to UNOCI a rolling work plan for the three months ahead, indicating the nature and scope of the services, facilities, cooperation, assistance and support that she or he anticipates requesting from UNOCI pursuant to articles 5, 7, 8, 9, 10, 11, 12, 13, 14 and 16 of this MOU, as well as the size, timing, location and duration of each of the missions that it anticipates sending to Côte d'Ivoire during that time.

Article 21. Consultation

1. The Parties shall keep the application and implementation of this MOU under close review and shall regularly and closely consult with each other for that purpose.

2. The Parties shall consult with each other at the request of either Party on any difficulties, problems or matters of concern that may arise in the course of the application and implementation of this MOU.

3. Any differences between the Parties arising out or in connection with the implementation of this MOU shall be settled by consultations between the Deputy Prosecutor or the Deputy Registrar and the Assistant-Secretary-General for Peacekeeping Operations. If such differences are not settled by such consultations, they shall be referred to the Prosecutor or the Registrar and to the Under-Secretary-General for Peacekeeping Operations for resolution.

Article 22. Indemnity

1. Each Party shall, at its sole cost and expense, be responsible for resolving, and shall indemnify, hold and save harmless, and defend the other Party, its officials, agents, servants and employees from and against, all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses (the "Liability"), brought by its officials, agents, servants or employees, based on, arising out of, related to, or in connection with the implementation of this MOU, unless the Liability results from the gross negligence or wilful misconduct of the other Party or of the other Party's officials, agents, servants or employees.

2. The Court shall, at its sole cost and expense, be responsible for resolving, and shall indemnify, hold and save harmless, and defend the United Nations, including UNOCI, and their officials, agents, servants and employees from and against, all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses (the "Liability"), brought by third parties, including, but not limited, to invitees of the Office of the Prosecutor, witnesses, victims, suspects and accused, convicted or sentenced persons or any other third parties, based on, arising of, related to, or in connection with the implementation of this MOU, unless the Liability results from the gross negligence or wilful misconduct of the United Nations, including UNOCI, or their officials, agents, servants or employees.

CHAPTER VI: MISCELLANEOUS AND FINAL PROVISIONS

Article 23. Assistance to UNOCI

This MOU does not apply in respect of any activities that the Prosecutor might undertake, at the request of the Special Representative of the Secretary-General for Côte d'Ivoire, in order to assist UNOCI in conducting its own investigations into a particular matter or incident. The terms on which any such assistance is given shall be the subject of separate arrangements between the Prosecutor and UNOCI.

Article 24. Final provisions

1. This MOU shall enter into force on the date on which it is signed by the Parties.
2. This MOU shall remain in force indefinitely, notwithstanding the eventual termination of UNOCI's mandate.
3. This MOU may be modified or amended by written agreement between the Parties.
4. The annexes to this MOU are an integral part of this MOU.*
5. As between the United Nations and the Prosecutor, this MOU shall supersede the Memorandum of Understanding between the United Nations and the International Criminal Court Concerning Cooperation between the United Nations Operation in Côte d'Ivoire (UNOCI) and the Prosecutor of the International Criminal Court, done on 20 and 23 January 2012, which is hereby terminated. As between the United Nations and the Prosecutor, the provisions of this MOU shall be deemed to have taken effect as from 20 January 2012.

In witness whereof, the duly authorized representatives of the Parties have affixed their signatures.

For and on behalf of the United Nations

For and on behalf of the Court

[Signed] HERVÉ LADSOUS
Under-Secretary-General
for Peacekeeping Operations
Date: 4 June 2013

[Signed] FATOU BENSOUDA
Prosecutor
Date: 5 June 2013

[Signed] AMEERAH HAQ
Under-Secretary-General
for Field Support
Date: 4 June 2013

[Signed] HERMAN VON HEBEL
Registrar
Date: 12 June 2013

[For Annexes A to F, see United Nations, *Treaty Series*, No. II-1371.]

* Annexes A–E not reproduced herein.

**(b) Agreement between the United Nations and the Government of the Republic of Iraq on the transfer of funds for compensation of the Iraqi private citizens whose assets remained on Kuwaiti territory following the demarcation of the international boundary between Iraq and Kuwait
Baghdad, 26 May 2013***

Whereas the Security Council has indicated its concurrence with the Secretary-General's approach in resolving the issue of compensation to Iraqi nationals for the loss of their assets located in Kuwait as a result of the demarcation of the international boundary between Iraq and Kuwait (S/25085 Annex II, S/1994/240 and S/RES/899 (1994));

Whereas on 22 September 1993 the United Nations entered into an arrangement with the Government of Kuwait under which the United Nations was to provide assistance in resolving the issue of compensation to those Iraqi nationals who lost their assets located in Kuwait as a result of the demarcation of the international boundary between Iraq and Kuwait (hereinafter the "Iraqi Beneficiaries");

Whereas pursuant to the arrangement with the United Nations, the Government of the State of Kuwait deposited an amount of compensation into a trust fund established by the United Nations from which the United Nations was to pay compensation to the Iraqi Beneficiaries identified by the United Nations (hereinafter the "UN Trust Fund");

Whereas on 28 March 2007 the Government of the Republic of Iraq informed the Secretary-General that the Council of Ministers of Iraq had decided to establish a team from the relevant Ministries headed by a representative of the Council of Ministers with a view to distributing compensation to the Iraqi Beneficiaries;

Whereas on 2 May 2013 the Government of Iraq requested the Secretary-General to transfer the total amount of compensation in the UN Trust Fund to the Ministry of Foreign Affairs' account number 2 in United States dollars at the Rasheed Bank;

Whereas on 19 May 2013 the Government of Iraq instead requested the Secretary-General to transfer the total amount of compensation in the UN Trust Fund to the Central Bank of Iraq's account in United States dollars at the Federal Reserve Bank of New York (hereinafter the "account");

Whereas the Security Council has concurred with the Secretary-General's proposal for the Government of the Republic of Iraq to assume full responsibility for identifying and making appropriate payment to the Iraqi Beneficiaries and for this purpose to transfer the funds currently held in the UN Trust Fund to the Government of Iraq [S/2013/295; S/2013/296];

Now therefore, the United Nations and the Government of the Republic of Iraq (hereinafter the "Parties") agree as follows:

Article 1. Purpose

This Agreement sets out the arrangements under which the Government of the Republic of Iraq (hereinafter the "Government") will assume from the United Nations the task of identifying and paying compensation to the Iraqi Beneficiaries and, for this

* Entered into force on 26 May 2013 by signature.

purpose, the modalities for the transfer by the United Nations to the Government the funds held in the UN Trust Fund.

Article 2. Responsibility of the United Nations

The United Nations shall transfer as soon as possible after entry into force of this Agreement and the receipt of written notification by the Government on the necessary banking details, the funds contained in the UN Trust Fund, less applicable administrative costs, to the account thus notified to the United Nations by the Government, to pay compensation to the Iraqi Beneficiaries.

Article 3. Responsibility of the Government

1. Upon deposit of funds by the United Nations into the account pursuant to article 2 of this Agreement, the Government shall assume all responsibility for identifying the Iraqi Beneficiaries, determining the amount of compensation to be paid to each beneficiary, and the disbursement of such compensation to such beneficiaries.

2. The Government shall routinely inform the Secretary-General on the progress achieved in identifying and paying compensation to the Iraqi Beneficiaries and on completion of the process.

Article 4. Liability and indemnity

1. The Government hereby assumes full responsibility and liability for the identification of the Iraqi Beneficiaries and for the disbursement of compensation to such beneficiaries, including any claims related thereto.

2. In addition, and without limitation to the foregoing, the United Nations shall not be liable to the Government of Iraq, or to any third party, for (i) the United Nations administration and management of the UN Trust Fund pursuant to the arrangements set forth in the letter dated 22 February 1994 from the Secretary-General addressed to the President of the Security Council (S/1994/240), as approved by Security Council resolution 899 (1994); or (ii) the transfer of the remaining funds in the United Nations Trust Fund to the account.

3. In furtherance of paragraphs 1 and 2 of this article, the Government of Iraq shall indemnify, hold and save harmless, and defend, at its own expense, the United Nations, its officials, agents and employees, from and against any suits, proceedings, claims, demands, losses and liability of any nature or kind, including, without limitation, their costs and expenses, arising out of, related to, or in connection with (i) the United Nations' administration and management of the UN Trust Fund pursuant to the arrangements set forth in the letter dated 22 February 1994 from the Secretary-General addressed to the President of the Security Council (S/1994/240), as approved by Security Council resolution 899 (1994), (ii) the transfer of the remaining funds in the UN Trust Fund to the account; and (iii) the identification of the Iraqi Beneficiaries, determination of the amount of compensation to be paid to each beneficiary, and the disbursement of compensation to such beneficiaries, by the Government.

Article 5. Privileges and immunities

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, including its subsidiary organs.

Article 6. Dispute settlement

Any disputes between the United Nations 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 should appoint a third, who shall be the chairperson. 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 final and binding upon the Parties.

Article 7. Final clauses

1. This Agreement shall enter into force upon the signature of both Parties and shall remain in force until complete fulfillment of all obligations entered into by virtue of this Agreement.

2. This Agreement may be modified by written agreement between the Parties.

3. The obligations assumed by the Government under article 4 of this Agreement shall survive the termination of this Agreement.

In witness whereof, the undersigned, duly appointed representatives of the Parties, have signed the present Agreement at Baghdad on this 26th day of May, 2013, in the English language, in duplicate.

[Signed] MARTIN KOBLER
Special Representative for Secretary-General's
For the United Nations in Iraq

[Signed] HOSHYAR ZEBARI
Minister of Foreign Affairs
For the Republic of Iraq

**(c) Memorandum of understanding between the United Nations and
the Government of the Republic of Estonia concerning contributions
to the United Nations Standby Arrangements System
New York, 16 May 2013***

The signatories to the present memorandum

Mr. Herve Ladsous
Under-Secretary-General
for Peacekeeping operations,
representing the United Nations

and

H.E. Mr. Mikk Marran
Permanent Secretary of the Ministry
of Defence of the Republic of Estonia,
representing the Government of the
Republic of Estonia

Recognizing the need to expedite the provision of certain resources to the United Nations in order to effectively implement in a timely manner, the mandate of the United Nations peacekeeping operations authorized by the Security Council,

Further recognizing that the advantages of pledging resources for peacekeeping operations contributes to enhancing flexibility and low costs,

Have reached the following understanding:

I. Purpose

The purpose of the present Memorandum of understanding is to identify the resources which the Government of the Republic of Estonia has indicated that it will provide to the United Nations for use in peacekeeping operations under the specified conditions.

II. Description of resources

1. The detailed description of the resources to be provided by the Government of the Republic of Estonia is set out in the annex to the present Memorandum of understanding.

2. In the preparation of the annex, the Government of the Republic of Estonia and the United Nations, have followed the guidelines for the provision of resources for United Nations peacekeeping operations.

III. Condition of provision

The final decision whether to actually deploy the resources by the Government of the Republic of Estonia remains a national decision.

IV. Entry into effect

1. The present Memorandum of understanding shall come into effect on the date of its signature.

* Entered into force on 16 May 2013 by signature, in accordance with its article IV.

2. The present Memorandum of understanding shall cease to have effect three months after the date on which either signatory gives written notice to the other signatory of its intention to terminate it.

V. Modification

The present Memorandum of understanding including the annex may be modified at any time by the signatories through exchange of letters.

Signed in New York on May 16, 2013

For the United Nations

For the Government of the Republic
of Estonia

[*Signed*] MR. HERVE LASDOUS
Under Secretary-General
for Peacekeeping Operations

[*Signed*] H.E. MR. MIKK MARRAN
Permanent Secretary of the Ministry
of Defence of the Republic of Estonia

Annex to Memorandum of understanding between
the United Nations and the Government of the Republic of Estonia
On Stand-by-Arrangements

SUMMARY OF CONTRIBUTIONS

<i>National Number</i>	<i>Description</i>	<i>Category</i>	<i>Source</i>	<i>Response Time</i>	<i>Strength</i>	<i>Remarks</i>
1	Observers	Military observers	Military	90 Days	2	Available with effect from 1 January, 2013– 31 December, 2014. Belongs to the Army, Air Force, Navy. Language: English
2	Staff Officers	Headquarters	Military	90 Days	1	Available with effect from 1 January, 2013– 31 December, 2014. Belongs to the Army, Air Force, Navy. Language: English
3	Observers	Military observers	Military	90 Days	2	Available with effect from 1 January, 2014– 31 December, 2015. Belongs to the Army, Air Force, Navy. Language: English, French
4	Staff Officers	Headquarters	Military	90 Days	2	Available with effect from 1 January, 2014– 31 December, 2016. Belongs to the Army, Air Force, Navy. Language: English, French
5	Observers	Military observers	Military	90 Days	3	Available with effect from 1 January, 2016. Belongs to the Army, Air Force, Navy. Language: English, French

**(d) Exchange of letters constituting an agreement between
the United Nations and the Government of Norway concerning
the website for the United Nations Regular Process
New York, 26 November 2012 and 17 January 2013***

I

26 November 2012

Excellency,

I have the honour to refer to resolution 65/37 B of 4 April 2011, in which the General Assembly requested the Secretary-General to explore, in consultation with the Group of Experts of the Regular Process for Global Reporting and Assessment of the State of the Marine Environment, including Socioeconomic Aspects (the "Regular Process"), the establishment of appropriate means to address the communication requirements of the Regular Process, having in mind the need to avoid duplication of efforts (paragraph 2).

The General Assembly also requested the Secretary-General, upon the request of the Group of Experts and in line with paragraph 211 of resolution 65/37 A of 7 December 2010, to facilitate the use of appropriate data handling and information schemes within the United Nations system, drawing on the experiences, existing systems and support of other United Nations specialized agencies and programmes (paragraph 4). Paragraph 211 of resolution 65/37 A requested the Secretary-General to invite the United Nations Environment Programme, among others, to provide technical and scientific support to the Regular Process.

In this regard, the secretariat of the Regular Process, represented by the Division for Ocean Affairs and the Law of the Sea, Office of Legal Affairs, United Nations (the "United Nations") and GRID-Arendal, a Norwegian foundation, intend to enter into a Memorandum of understanding (MOU) for the development, establishment and operation of a website for the purpose of preparing the First Global Integrated Marine Assessment of the Regular Process (the "website") at GRID-Arendal in Arendal, Norway. Pursuant to that MOU, *inter alia*:

(a) the website shall be developed, established and operated at GRID-Arendal, in Arendal, Norway, under the auspices of the United Nations;

(b) the website shall be financed through voluntary funding from the Member States and it shall be provided free-of-charge to the United Nations;

(c) the United Nations shall administer the website and monitor the material and content that is to be posted on the website;

(d) GRID-Arendal shall be responsible for the maintenance of the website; and

(e) the Parties shall cooperate to ensure the uninterrupted operation of the website.

With the present letter, I wish to propose that the following terms shall apply with respect to the website:

* Entered into force on 17 January 2013 by the exchange of the said letters, in accordance with their provisions.

(a) the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 (the “Convention”), to which Norway acceded on 18 August 1947, shall be applicable with respect to the website. In particular:

- (i) the website and its contents, as property and assets of the United Nations, shall enjoy immunity from every form of legal process in Norway except insofar as, in any particular case, the United Nations has expressly waived the immunity. It is, however, understood that no waiver of immunity shall extend to any measures of execution;
- (ii) the website and its contents, as property and assets of the United Nations, shall be immune from search, requisition, confiscation, expropriation and any other form of interference in Norway, whether by executive, administrative, judicial or legislative action; and
- (iii) the website, and in particular its contents, which shall be considered as part of the archives and documents of the United Nations pursuant to section 4 of the Convention, shall be inviolable;

(b) all official communications between GRID-Arendal and the United Nations shall be accorded the same immunity from censorship and from any other form of interference as accorded to official communications of the United Nations pursuant to the Convention; and

(c) any dispute concerning the interpretation of this Agreement shall be subject to the relevant terms for dispute settlement under the Convention.

I further propose that upon receipt of your Government’s confirmation in writing of the above, this exchange of letters shall constitute an agreement between the United Nations and the Government of Norway concerning the status, privileges and immunities of the website for the First Global Integrated Marine Assessment of the Regular Process, which shall enter into force on the date of your reply.

Please accept, Excellency, the assurances of my highest consideration.

[Signed] PATRICIA O’BRIEN
Under-Secretary-General for Legal Affairs
The Legal Counsel

II

17 January 2013

...

Reference is made to your letter dated 26 November 2012 regarding the development, establishment and operation of a website for the purpose of preparing the First Global Integrated Marine Assessment of the Regular Process (the “Website”) at GRID-Arendal in Arendal, Norway, where you proposed that the following terms shall apply with respect to the website:

[Letter contains text of sub-paragraphs (a) to (c) in I, above]

I have the honour to confirm that the proposed terms shall apply with respect to the website and that your letter together with this reply shall constitute an agreement

between the United Nations and the Government of Norway concerning the status, privileges and immunities of the website for the First Global Integrated Marine Assessment of the Regular Process, which shall enter into force on the date of this letter.

[Signed] GEIR O. PEDERSEN
Ambassador
Permanent Representative

4. United Nations Development Programme

Standard Basic Assistance Agreement between the Government of the Kingdom of Tonga and the United Nations Development Programme Nuku'alofa, 28 January 2013*

Whereas the General Assembly of the United Nations has established the United Nations Development Programme (hereinafter called the UNDP) to support and supplement the national efforts of developing countries at solving the most important problems of their economic development and to promote social progress and better standards of life; and

Whereas the Government of the Kingdom of Tonga wishes to request assistance from the UNDP for the benefit of its people;

Now therefore the Government the Kingdom of Tonga and the UNDP (hereinafter called the Parties) have entered into this Agreement in a spirit of friendly cooperation.

Article I. Scope of this Agreement

1. This Agreement embodies the basic conditions under which the UNDP and its Executing Agencies shall assist the Government in carrying out its development projects, and under which such UNDP-assisted projects shall be executed. It shall apply to all such UNDP assistance and to such project documents or other instruments (hereinafter called Project documents) as the Parties may conclude to define the particulars of such assistance and the respective responsibilities of the Parties and the Executing Agency hereunder in more detail in regard to such projects.

2. Assistance shall be provided by the UNDP under this Agreement only in response to requests submitted by the Government and approved by the UNDP. Such assistance shall be made available to the Government or to such entity as the Government may designate, and shall be furnished and received in accordance with the relevant and applicable resolutions and decisions of the competent UNDP organs, and subject to the availability of the necessary funds to the UNDP.

Article II. Forms of assistance

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

* Entered into force on 28 January 2013, by signature in accordance with its article XIII.

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

(b) the services of operational experts selected by the Executing Agency, to perform functions of an operational, executive or administrative character as civil servants of the Government or as employees of such entities as the Government may designate under Article I, paragraph 2, hereof;

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

(d) equipment and supplies not readily available in the Kingdom of Tonga (hereinafter called the country);

(e) seminars, training programmes, demonstration projects, expert working groups and related activities;

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

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

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

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

4. (a) the UNDP may maintain a permanent mission, headed by a resident representative, in the country to represent the UNDP therein and be the principal channel of communication with the Government on all Programme matters. The resident representative shall have full responsibility and ultimate authority, on behalf of the UNDP Administrator, for the UNDP programme in all its aspects in the country, and shall be team leader in regard to such representatives of other United Nations organizations as may be posted in the country, taking into account their professional competence and their relations with appropriate organs of the Government. The resident representative shall maintain liaison on behalf of the Programme with the appropriate organs of the Government, including the Government's co-ordinating agency for external assistance, and shall inform the Government of the policies, criteria and procedures of the UNDP and other relevant programmes of the United Nations. He shall assist the Government, as may be required, in the preparation of UNDP country programme and project requests, as well as proposals for country programme or project changes, assure proper co-ordination of all assistance

rendered by the UNDP through various Executing Agencies or its own consultants, assist the Government, as may be required, in co-ordinating UNDP activities with national, bilateral and multilateral programmes within the country, and carry out such other functions as may be entrusted to him by the Administrator or by an Executing Agency.

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

Article III. Execution of projects

1. The Government shall remain responsible for its UNDP-assisted development projects and the realization of their objectives as described in the relevant Project documents, and shall carry out such parts of such projects as may be stipulated in the provisions of this Agreement and such Project documents. The UNDP undertakes to complement and supplement the Government's participation in such projects through assistance to the Government in pursuance of this Agreement and the work plan forming part of such Project documents, and through assistance to the Government in fulfilling its intent with respect to investment follow-up. The Government shall inform UNDP of the Government Cooperating Agency directly responsible for the Government's participation in each UNDP-assisted project. Without prejudice to the Government's overall responsibility for its projects, the Parties may agree that an Executing Agency shall assume primary responsibility for execution of a project in consultation and agreement with the Cooperating Agency, and any arrangements to this effect shall be stipulated in the project work plan forming part of the Project Document together with arrangements, if any, for transfer of such responsibility, in the course of project execution, to the Government or to an entity designated by the Government.

2. Compliance by the Government with any prior obligations agreed to be necessary or appropriate for UNDP assistance to a particular project shall be a condition of performance by the UNDP and the Executing Agency of their responsibilities with respect to that project. Should provision of such assistance be commenced before such prior obligations have been met, it may be terminated or suspended without notice and at the discretion of the UNDP.

3. Any agreement between the Government and an Executing Agency concerning the execution of the UNDP-assisted project or between the Government and an operational expert shall be subject to the provisions of this Agreement.

4. The Cooperating Agency shall, as appropriate and in consultation with the Executing Agency, assign a full-time director for each project who shall perform such functions as are assigned to him by the Cooperating Agency. The Executing Agency shall, as appropriate and in consultation with the Government, appoint a Chief Technical Adviser or Project Coordinator responsible to the Executing Agency to oversee the Executing Agency's participation in the project at the project level. He shall supervise and coordinate activities of experts and other Executing Agency personnel and be responsible for the on-the-job training of national Government counterparts. He shall be responsible for the management and efficient utilization of all UNDP financed inputs, including equipment provided to the project.

5. In the performance of their duties, advisory experts, consultants and volunteers shall act in close consultation with the Government and with persons or bodies designated by the Government, and shall comply with such instructions from the Government as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the UNDP and the Executing Agency concerned and the Government. Operational experts shall be solely responsible to, and be under the exclusive direction of, the Government or the entity to which they are assigned, but shall not be required to perform any functions incompatible with their international status or with the purposes of the UNDP or of the Executing Agency. The Government undertakes that the commencing date of each operational expert in its service shall coincide with the effective date of his contract with the Executing Agency concerned.

6. Recipients of fellowships shall be selected by the Executing Agency. Such fellowships shall be administered in accordance with the fellowship policies and practices of the Executing Agency.

7. Technical and other equipment, materials, supplies and other property financed or provided by the UNDP shall belong to the UNDP unless and until such time as ownership thereof is transferred, on terms and conditions mutually agreed upon between the Government and the UNDP, to the Government or to an entity nominated by it.

8. Patent rights, copyright rights, and other similar rights to any discoveries or work resulting from UNDP assistance under this Agreement shall belong to the UNDP. Unless otherwise agreed by the Parties in each case, however, the Government shall have the right to use any such discoveries or work within the country free of royalty or any charge of similar nature.

Article IV. Information concerning projects

1. The Government shall furnish the UNDP with such relevant reports, maps, accounts, records, statements, documents and other information as it may request concerning any UNDP-assisted project, its execution or its continued feasibility and soundness, or concerning the compliance by the Government with its responsibilities under this Agreement or Project documents.

2. The UNDP undertakes that the Government shall be kept currently informed of the progress of its assistance activities under this Agreement. Either party shall have the right, at any time, to observe the progress of operations on UNDP-assisted projects.

3. The Government shall, subsequent to the completion of a UNDP-assisted project, make available to the UNDP at its request information as to benefits derived from and activities undertaken to further the purposes of that project, including information necessary or appropriate to its evaluation or to evaluation of UNDP assistance, and shall consult with and permit observation by the UNDP for this purpose.

4. Any information or material which the Government is required to provide to the UNDP under this article shall be made available by the Government to an Executing Agency at the request of the Executing Agency concerned.

5. The Parties shall consult each other regarding the publication, as appropriate, of any information relating to any UNDP-assisted project or to benefits derived therefrom. However, any information relating to any investment-oriented project may be released

by the UNDP to potential investors, unless and until the Government has requested the UNDP in writing to restrict the release of information relating to such project.

Article V. Participation and contribution of government in execution of projects

1. In fulfillment of the Government's responsibility to participate and cooperate in the execution of the projects assisted by the UNDP under this Agreement, it shall contribute the following in kind to the extent detailed in relevant Project documents:

(a) local counterpart professional and other services, including national counterparts to operational experts;

(b) land, buildings, and training and other facilities available or produced within the country; and

(c) equipment, materials and supplies available or produced within the country.

2. Whenever the provision of equipment forms part of UNDP assistance to the Government, the latter shall meet charges relating to customs clearance of such equipment, its transportation from the port of entry to the project site together with any incidental handling or storage and related expenses, its insurance after delivery to the project site, and its installation and maintenance.

3. The Government shall also meet the salaries of trainees and recipients of fellowships during the period of their fellowships.

4. If so provided in the Project document, the Government shall pay, or arrange to have paid, to the UNDP or an Executing Agency the sums required, to the extent specified in the Project budget of the Project document, for the provision of any of the items enumerated in paragraph 1 of this article, whereupon the Executing Agency shall obtain the necessary items and account annually to the UNDP for any expenditures out of payments made under this provision.

5. Monies payable to the UNDP under the preceding paragraph shall be paid to an account designated for this purpose by the Secretary-General of the United Nations and shall be administered in accordance with the applicable financial regulations of the UNDP.

6. The cost of items constituting the Government's contribution to the project and any sums payable by the Government in pursuance of this article, as detailed in Project budgets, shall be considered as estimates based on the best information available at the time of preparation of such Project budgets. Such sums shall be subject to adjustment whenever necessary to reflect the actual cost of any such items purchased thereafter.

7. The Government shall as appropriate display suitable signs at each project identifying it as one assisted by the UNDP and the Executing Agency.

Article VI. Assessed programme costs and other items payable in local currency

1. In addition to the contribution referred to in article V, above, the Government shall assist the UNDP in providing it with assistance by paying or arranging to pay for the following local costs or facilities, in the amounts specified in the relevant Project Document or otherwise determined by the UNDP in pursuance of relevant decisions of its governing bodies:

(a) the local living costs of advisory experts and consultants assigned to projects in the country;

(b) local administrative and clerical services, including necessary local secretarial help, interpreter-translators, and related assistance;

(c) transportation of personnel within the country; and

(d) postage and telecommunications for official purposes.

2. The Government shall also pay each operational expert directly the salary, allowances and other related emoluments which would be payable to one of its nationals if appointed to the post involved. It shall grant an operational expert the same annual and sick leave as the Executing Agency concerned grants its own officials, and shall make any arrangement necessary to permit him to take home leave to which he is entitled under the terms of his service with the Executing Agency concerned. Should his service with the Government be terminated by it under circumstances which give rise to an obligation on the part of an Executing Agency to pay him an indemnity under its contract with him, the Government shall contribute to the cost thereof the amount of separation indemnity which would be payable to a national civil servant or comparable employee of like rank whose service is terminated in the same circumstances.

3. The Government undertakes to furnish in kind the following local services and facilities:

(a) the necessary office space and other premises;

(b) such medical facilities and services for international personnel as may be available to national civil servants;

(c) simple but adequately furnished accommodation to volunteers; and

(d) assistance in finding suitable housing accommodation for international personnel, and the provision of such housing to operational experts under the same conditions as to national civil servants of comparable rank.

4. The Government shall also contribute towards the expenses of maintaining the UNDP mission in the country by paying annually to the UNDP a lump sum mutually agreed between the Parties to cover the following expenditures:

(a) an appropriate office with equipment and supplies, adequate to serve as local headquarters for the UNDP in the country;

(b) appropriate local secretarial and clerical help, interpreters, translators and related assistance;

(c) transportation of the resident representative and his staff for official purposes within the country;

(d) postage and telecommunications for official purposes; and

(e) subsistence for the resident representative and his staff while in official travel status within the country.

5. The Government shall have the option of providing in kind the facilities referred to in paragraph 4, above, with the exception of items (b) and (e).

6. Monies payable under the provisions of this article, other than under paragraph 2, shall be paid by the Government and administered by the UNDP in accordance with article V, paragraph 5.

Article VII. Relation to assistance from other sources

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

Article VIII. Use of assistance

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

Article IX. Privileges and immunities

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

2. The Government shall apply to each specialized agency acting as an Executing Agency, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies*, including any annex to the Convention applicable to such specialized agency. In case the International Atomic Energy Agency (the IAEA) acts as an Executing Agency, the Government shall apply to its property, funds and assets, and to its officials and experts, the Agreement on the Privileges and Immunities of the IAEA**.

3. Members of the UNDP mission in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise by the mission of its functions.

4. (a) except as the Parties may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than Government nationals employed locally, performing services on behalf of the UNDP, a specialized agency or the IAEA who are not covered by paragraphs 1 and 2 above, the same privileges and immunities as officials of the United Nations, the specialized agency concerned or the IAEA under sections 18, 19 or 18 respectively of the Conventions on the Privileges and Immunities of

* United Nations, *Treaty Series*, vol. 33, p. 261.

** *Ibid.*, vol. 374, p. 147.

the United Nations or of the specialized agencies, or of the Agreement on the Privileges and Immunities of the IAEA;

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

- (1) all papers and documents relating to a project in the possession or under the control of the persons referred to in sub-paragraph 4(a), above, shall be deemed to be documents belonging to the United Nations, the specialized agency concerned, or the IAEA, as the case may be; and
- (2) equipment, materials and supplies brought into or purchased or leased by those persons within the country for purposes of a project shall be deemed to be property of the United Nations, the specialized agency concerned, or the IAEA, as the case may be.

5. The expression “persons performing services” as used in articles IX, X and XIII 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 UNDP may retain, whether as an Executing Agency or otherwise, to execute or to assist in the execution of UNDP assistance to a project, and their employees. Nothing in this Agreement shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees in any other instrument.

Article X. Facilities for execution of UNDP assistance

1. The Government shall take any measures which may be necessary to exempt the UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNDP assistance. It shall, in particular, grant them the following rights and facilities:

- (a) prompt clearance of experts and other persons performing services on behalf of the UNDP or an Executing Agency;
- (b) prompt issuance without cost of necessary visas, licenses or permits;
- (c) access to the site of work and all necessary rights of way;
- (d) free movement within or to or from the country, to the extent necessary for proper execution of UNDP assistance;
- (e) the most favourable legal rate of exchange;
- (f) any permits necessary for the importation of equipment, materials and supplies, and for their subsequent exportation;
- (g) any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of the UNDP, its Executing Agencies, or other persons performing services on their behalf, and for the subsequent exportation of such property; and
- (h) prompt release from customs of the items mentioned in sub-paragraphs (f) and (g), above.

2. Assistance under this Agreement being provided for the benefit of the Government and people of the Kingdom of Tonga, the Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims which may be brought by third parties against the UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Parties and the Executing Agency have agreed that a claim or liability arises from the gross negligence or willful misconduct of the above-mentioned individuals.

Article XI. Suspension or termination of assistance

1. The UNDP may by written notice to the Government and to the Executing Agency concerned suspend its assistance to any project if in the judgement of the UNDP any circumstance arises which interferes with or threatens to interfere with the successful completion of the project or the accomplishment of its purposes. The UNDP may, in the same or a subsequent written notice, indicate the conditions under which it is prepared to resume its assistance to the project. Any such suspension shall continue until such time as such conditions are accepted by the Government and as the UNDP shall give written notice to the Government and the Executing Agency that it is prepared to resume its assistance.

2. If any situation referred to in paragraph 1 of this article shall continue for a period of fourteen days after notice thereof and of suspension shall have been given by the UNDP to the Government and the Executing Agency, then at any time thereafter during the continuance thereof, the UNDP may by written notice to the Government and the Executing Agency terminate its assistance to the project.

3. The provisions of this article shall be without prejudice to any other rights or remedies the UNDP may have in the circumstances, whether under general principles of law or otherwise.

Article XII. Settlement of disputes

1. Any disputes between the UNDP 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 should 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.

2. Any dispute between the Government and an operational expert arising out of or relating to the conditions of his service with the Government may be referred to the Executing Agency providing the operational expert by either the Government or the operational expert involved, and the Executing Agency concerned shall use its good offices

to assist them in arriving at a settlement. If the dispute cannot be settled in accordance with the preceding sentence or by other agreed mode of settlement, the matter shall at the request of either Party be submitted to arbitration following the same provisions as are laid down in paragraph 1 of this article, except that the arbitrator not appointed by either Party or by the arbitrators of the Parties shall be appointed by the Secretary-General of the Permanent Court of Arbitration (PCA).

Article XIII. General provisions

1. This Agreement shall enter into force upon signature, and it shall continue in force until terminated under paragraph 3, below. Upon the entry into force of this Agreement, it shall supersede existing Agreements concerning the provision of assistance to the Government out of UNDP resources and concerning the UNDP office in the country, and it shall apply to all assistance provided to the Government and to the UNDP office established in the country under the provisions of the Agreements now superseded.

2. This Agreement may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

3. This Agreement may be terminated by either Party by written notice to the other and shall terminate sixty days after receipt of such notice.

4. The obligations assumed by the Parties under articles IV (concerning project information) and VIII (concerning the use of assistance) hereof shall survive the expiration or termination of this Agreement. The obligations assumed by the Government under articles IX (concerning privileges and immunities), X (concerning facilities for project execution) and XII (concerning settlement of disputes) hereof shall survive the expiration or termination of this Agreement to the extent necessary to permit orderly withdrawal of personnel, funds and property of the UNDP and of any Executing Agency, or of any persons performing services on their behalf under this Agreement.

In witness whereof the undersigned, duly appointed representatives of the United Nations Development Programme and of the Government, respectively, have on behalf of the Parties signed the present Agreement in the English language in two copies at Nuku'alofa this 28 day of January 2013.

For the United Nations Development
Programme:

[Signed] MR. KNUT OSTBY
UNDP Resident Representative
UNDP Fiji Multi-Country Office of
the Federated States of Micronesia, Fiji,
Kiribati, Marshall Islands, Nauru, Palau,
Solomon Islands, Tonga, Tuvalu and
Vanuatu

For the Government of the
Kingdom of Tonga

[Signed] LORD TU'IVAKANO
Lord Prime Minister

B. TREATIES CONCERNING THE LEGAL STATUS OF INTERGOVERNMENTAL ORGANIZATIONS RELATED TO THE UNITED NATIONS

1. Convention on the Privileges and Immunities of the Specialized Agencies. Approved by the General Assembly of the United Nations on 21 November 1947*

During 2013, San Marino acceded, without reservations, to the Convention and undertook to apply the provisions of the Convention to the following specialized agencies:

<i>State</i>	<i>Date of receipt of instrument of accession</i>	<i>Specialized agencies</i>
San Marino	21 February 2013	ILO, FAO (second revised text of annex II), ICAO, UNESCO, IMF, IBRD, WHO (third revised text of annex VII), UPU, ITU, IMO (second revised text of annex XII), WIPO, UNWTO

As of 31 December 2013, there were 123 States parties to the Convention.**

2. International Labour Organization

On 8 February 2013, an agreement for extension of the “Supplementary Understanding and its Minutes of the Meeting dated 28th February, 2007”*** was concluded and entered into force with the Government of Myanmar. This agreement extends the Supplementary Understanding relating to the role of the Liaison Officer with respect to forced labour complaints channelled through him/her.****

* United Nations, *Treaty Series*, vol. 33, p. 261.

** For the list of the State parties, see *Multilateral Treaties Deposited with the Secretary-General*, available on the website of the Treaty Section of the United Nations Office of Legal Affairs: <http://treaties.un.org/Pages/ParticipationStatus.aspx>.

*** International Labour Office (ILO), Developments concerning the question of the observance by the Government of Myanmar of the Forced Labour Convention, 1930 (No. 29), document GB.298/5/1, Appendix. Available from http://ilo.org/gb/GBSessions/WCMS_GB_298_5_1_EN/lang-en/index.htm (accessed on 31 December 2013).

**** ILO, Follow-up to the resolution concerning the measures on the subject of Myanmar adopted under article 33 of the ILO Constitution by the Conference at its 101st Session (2012), document GB.317/INS/4/2, Appendix III. Available from http://www.ilo.org/wcmsp5/groups/public/-ed_norm/-relconf/documents/meetingdocument/wcms_207599.pdf (accessed on 31 December 2013).

On 22 February 2013, the Government of the Republic of South Sudan and the International Labour Organization concluded a Framework Agreement for Cooperation to strengthen their cooperation.*

In October 2013, an agreement for the “Further developments in relation to the International Organization for Standardization, including in the field of occupational safety and health (OSH)” was concluded on a pilot basis between the International Labour Organization and the International Organization for Standardization.**

3. United Nations Educational, Scientific and Cultural Organization

For the purpose of holding international conferences on the territory of Member States, UNESCO concluded various agreements that contained the following provisions concerning the legal status of the Organization:

Privileges and immunities

The Government of [name of the State] shall apply, in all matters relating to this meeting, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations as well as annex IV thereto to which it has been a party from [date].

In particular, the Government shall not place any restriction on the entry into, sojourn in, and departure from the territory of [name of the State] of all persons, of whatever nationality, entitled to attend the meeting by virtue of a decision of the appropriate authorities of UNESCO and in accordance with the Organization’s relevant rules and regulations.

Damage and accidents

As long as the premises reserved for the meeting are at the disposal of UNESCO, the Government of [name of State] shall bear the risk of damage to the premises, facilities and furniture and shall assume and bear all responsibility and liability for accidents that may occur to persons present therein. The [name of State] authorities shall be entitled to adopt appropriate measures to ensure the protection of the participants, particularly against fire and other risks, of the above-mentioned premises, facilities and furniture. The Government of [name of State] may also claim from UNESCO compensation for any damage to persons and properly caused by the fault of staff members or agents of the Organization.

* ILO , Framework Agreement for Cooperation between the Republic of South Sudan and the International Labour Organization. Available from http://www.ilo.org/dyn/legprot/en/f?p=2200:10002:3217716357447746::NO:10002:P10002_COUNTRY_ID:2697100:NO (accessed on 31 December 2013).

** ILO, Further developments in relation to the International Organization for Standardization, including in the field of occupational safety and health (OSH), document GB.319/INS/INF/1, Appendix. Available from http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---relconf/documents/meeting-document/wcms_222296.pdf (accessed on 31 December 2013).

4. Food and Agriculture Organization of the United Nations

(a) Agreements regarding the establishment of FAO representations and offices

The legal status, privileges and immunities enjoyed by FAO representations, regional, country and liaison offices, their personnel and assets are set out in agreements concluded with the host States. Whenever States hosting such offices are parties to the Convention on the Privileges and Immunities of the Specialized Agencies, 1947, the agreements confirm the applicability of the Convention to the office, personnel and assets concerned, and to FAO activities within that State. On 28 May 2013 and 9 August 2013, respectively, such agreements were concluded with the Kingdom of Tonga and the Republic of Vanuatu for the establishment of FAO representations in those countries. The agreements clarify the scope and nature of privileges and immunities to be accorded to personnel of the offices and the legal capacity that the Organization will enjoy in the countries concerned.

When the State entering in an agreement with FAO has not acceded to the Convention on the Privileges and Immunities of the Specialized Agencies, 1947, instead of reference to the Convention, the agreement includes specific clauses defining the legal capacity and the privileges and immunities that the Organization will enjoy in the country concerned. Such an agreement was concluded between the Republic of Equatorial Guinea and FAO for the establishment of a Liaison and Partnership Office, on 20 June 2013.

(b) Agreements for hosting meetings of FAO bodies

For the purpose of holding international conferences and meetings of FAO bodies outside FAO Headquarters and premises, FAO normally concludes agreements confirming the privileges and immunities and other facilities that the Organization and participants will enjoy for the purpose of the meeting. These agreements are based on a standard Memorandum of responsibilities.* During 2013, Memoranda of responsibilities were concluded with Brazil, France, India, Italy, Norway, Oman, Papua New Guinea, the Russian Federation, Sri Lanka, Thailand and Uruguay, for hosting sessions of the FAO Governing and Statutory Bodies in 2013 and 2014.

(c) Framework Agreement for providing premises, logistic and administrative support

On 27 February 2013, FAO and the International Fund for Agricultural Development (IFAD) concluded a framework agreement by which office space, as well as administrative and logistic support, will be provided by FAO to IFAD at its country offices. The Framework Agreement establishes only the general terms for providing such premises and facilities, and individual agreements will be concluded between FAO and IFAD for each country office arrangement. The framework agreement sets forth the general principles and terms for the allocation of office space, management of premises and the status of personnel working for IFAD in these offices. In particular, as regards the privileges and

* See *United Nations Juridical Yearbook*, 1972 (United Nations Publication, Sales No. E.74.V.1).

immunities of personnel working for IFAD in the offices hosted by FAO, the Framework Agreement addresses two categories of staff: IFAD staff and staff recruited and appointed by FAO to provide services to IFAD.

5. United Nations Industrial Development Organization

The United Nations Industrial Development Organization concluded various agreements which came into force in 2013 that contained provisions relating to the legal status, privileges and immunities of UNIDO.

(a) Implementation Agreement between the United Nations Industrial Development Organization, the United Nations Environment Programme and the Ministry of Environment and Sanitation of Mali regarding the implementation of a project in Mali entitled “Reducing mercury risks from artisanal and small scale gold mining (ASGM) in Mali”, signed on 26 July, 2 and 20 September 2013*

...

Article 5. Status of personnel

For the purpose of implementation of this Agreement, no agents or employees of the Administrative Agent, the Participating Organization and the Applicant shall be considered as an agent or employee of any of the others and, thus, the personnel of one shall not be considered as staff members, personnel or agents of any of the others. Without restricting the generality of the preceding sentence, the Administrative Agent, the Participating Organization and the Applicant shall not be liable for the acts or omissions of the others or their personnel, or of persons performing services on their behalf.

Article 6. Dispute settlement

The Administrative Agent, the Participating Organization and the Applicant shall use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy -or claim and of the measures which should be taken to rectify it, shall be resolved through consultation between the Executive Heads of the Parties or their duly authorized representatives.

* Entered into force on 20 September 2013.

(b) Agreement between the United Nations Industrial Development Organization and the Government of Peru relating to the arrangements for the fifteenth session of the General Conference of UNIDO, signed on 23 September 2013*

...

Article II. Participation in the Conference

1. As specified in the rules of procedure of the General Conference, the Conference shall be open to participation by the representatives, alternates, advisers and experts of

(a) Member States of UNIDO;

(b) Observers of UNIDO and States Members of the United Nations or of any of its specialized agencies or of the International Atomic Energy Agency, and States which enjoy observer status in the General Assembly of the United Nations;

(c) the United Nations and United Nations organs when duly authorized by a competent intergovernmental organ or by the Secretary-General of the United Nations;

(d) the specialized and related agencies of the United Nations system;

(e) intergovernmental and governmental organizations with which UNIDO has concluded a relationship agreement pursuant to article 19 1(a) of the Constitution of UNIDO;

(f) non-governmental organizations with which UNIDO has established relations pursuant to article 19 1(b) of the Constitution of UNIDO and whose participation has been approved by the Board;

(g) any other intergovernmental organizations that have been designated on a continuing basis by the Economic and Social Council of the United Nations under rule 79 of its rules of procedure;

(h) organizations which have been invited in accordance with article 4. 1 of the Constitution of UNIDO and which have not been referred to in any of the preceding parts of this article.

2. Special guests officially invited by the Government, after consultation with UNIDO, shall be given access to the Conference area by UNIDO.

3. Heads of State and Government, and other high-level participants shall be given relevant protocol assistance by the Government, in coordination with UNIDO protocol, from their arrival in Lima until their departure.

4. The Director General of UNIDO shall designate the officials of UNIDO and the United Nations required to service the Conference.

5. The Ministerial Conference of the Least Developed Countries shall, upon the invitation of the Director General of UNIDO, be open to:

(a) Representatives of LDCs;

(b) Representatives of the United Nations, United Nations organs, specialized agencies, other multilateral organizations and regional development finance institutions;

* Entered into force on 19 November 2013.

- (c) Observers of other intergovernmental organizations;
- (d) Representatives of the private sector.

6. The Conference of the Latin American and Caribbean (LAC) Ministers of Industry shall, upon the invitation of the Director General of UNIDO and the Ministers of Production and of Foreign Affairs of Peru, be open to:

Representatives of the ministries of industry in Latin America and the Caribbean.

7. The public meetings of the Conference shall be open to representatives of information media accredited by UNIDO after consultation with the Government

8. The Secretary of the Conference shall, prior to the opening of the Conference, furnish the Government with a list of participants, referred to in paragraphs 1 and 5 of the present article. It is understood that such list is not necessarily exhaustive and shall not prejudice any participant's right of participation.

...

Article IV. Premises, equipment, utilities and supplies

1. The Government shall provide at its own expense, for as long as required for the Conference, the necessary premises, including conference rooms for formal and informal meetings, side events, suitable office space, rooms for exhibitions, working and storage areas and, generally, other related facilities, as specified in the requirements paper submitted by UNIDO, annexed hereto.

2. The premises and facilities referred to under paragraph 1 of this article shall remain at the disposal of UNIDO 24 hours a day throughout the duration of the Conference and for such period prior to the opening and after the closing of the Conference as the Secretariat, in consultation with the Government, shall deem necessary for the preparation and closure of all matters connected with the Conference.

3. The conference rooms designated for the plenary and the main committee shall be equipped for reciprocal simultaneous interpretation in six languages and shall have facilities for sound recordings in each language. Each interpretation booth shall have the capacity to switch to all other channels (i.e. the speaker plus each language channel). The Arabic and Chinese booths shall have the capacity to override the English and French booths. The conference rooms designated for side events shall be equipped for reciprocal simultaneous interpretation in three languages. Each interpretation booth shall have the capacity to switch to all other channels (i.e. the speaker plus each language channel). The third booth shall have the capacity to override the English and French booths.

4. The Government shall provide adequate office supplies for producing the documentation of the Conference on-site, as required, and UNIDO shall reimburse the Government for the cost of such supplies in the amount not to exceed the cost that would have been incurred by UNIDO for a similar quantity of office supplies had the Conference been held at Headquarters

5. The Government shall provide within the Conference area the following: a registration desk, an information desk, an exchange bureau and an ATM, postal services, telephone facilities, appropriate restaurant and catering facilities, a travel agency, a secretarial service centre, equipped in consultation with UNIDO, for the use of delegations to the

Conference, and security screening equipment. Moreover, Internet access and a wireless connection, with sufficient capacity for uninterrupted simultaneous usage, in the entire Conference area, as well as an Internet corner with computers should be provided for the use of delegates free of charge.

6. The Government shall provide the necessary areas, services and facilities for written press coverage, film coverage, radio and television broadcasting of the proceedings, to the extent required by UNIDO. In addition, the Government shall provide, at its own expense, a press working area, a briefing room for correspondents, radio and television studios and areas for interviews and programme preparation.

7. The Government shall bear the cost of office supplies, equipment and photocopying services, personal computers, printers, scanners, video conferencing and such other equipment and office supplies as is necessary for the effective conduct of the Conference and for use by press representatives covering the Conference Local Area Network (LAN) infrastructure and high speed Internet access appropriate for Wide Area Network (WAN) and video conferencing connectivity are to be provided.

8. The Government shall at its expense furnish, equip and maintain in good repair all aforesaid premises and facilities in a manner that UNIDO considers adequate for the effective conduct of the Conference.

9. The Government shall bear the cost of all necessary utility services, including local and long-distance telephone communications, of the Secretariat of the Conference and its communications by telephone, Internet or fax with UNIDO Headquarters in Vienna.

10. The Government shall bear the cost of transport and insurance charges, from UNIDO Headquarters or any established United Nations office to the site of the Conference and return, of all UNIDO equipment and supplies required for the adequate functioning of the Conference UNIDO shall determine the mode of shipment of such equipment and supplies.

...

Article IX. Local personnel

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

2. The Government, based on the exact requirements established by UNIDO in consultation with Government officials, shall engage and provide at its own expense an adequate number of personnel required, in addition to UNIDO and United Nations staff:

(a) to ensure the proper functioning of the equipment and facilities referred to in article IV above during the Conference;

(b) to reproduce and distribute documents, information material and press releases, as needed by the Conference;

(c) to work, inter alia, as bilingual secretaries, typists, clerks, messengers, drivers, conference room ushers and IT support personnel;

(d) to assist with the on-site registration of participants; and

(e) to provide custodial and maintenance services for the equipment and premises made available in connection with the Conference.

3. The Government shall arrange, at the request of the Secretary of the Conference, for some local personnel referred to in paragraph 2 of this article to be available 24 hours a day before and after the closing of the Conference, as required by UNIDO.

Article X. Privileges and immunities

1. In accordance with article 21 of the Constitution of UNIDO, the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which the Republic of Peru is a party, shall be applicable in respect of the Conference.

2. In particular, the representatives, alternates, advisers and experts of States or of the intergovernmental organs referred to in article II, paragraph 1 (a), (b) and (c), and article II, paragraph 5 (a) and (b) above, shall enjoy the privileges and immunities provided under article IV of the Convention.

3. The officials of UNIDO and the United Nations performing functions in connection with the Conference referred to in article II, paragraph 4, of this Agreement shall enjoy the privileges and immunities provided under articles V and VII of the Convention and any experts on mission for UNIDO in connection with the Conference shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

4. The representatives or observers referred to in article II, paragraph 1 (e), (f), (g) and (h), and in article II, paragraph 5 (c) and (d) above, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference.

5. The personnel provided by the Government under article IX of this Agreement shall not be rendered liable for performing their duly authorized responsibilities in connection with the Conference.

6. The representatives of the specialized or related agencies, referred to in article II, paragraph 1 (d), above, shall enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the United Nations.

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

8. All persons referred to in article II shall have the right of entry into and exit from the Republic of Peru, and no impediment shall be imposed on their transit to and from the Conference area. They shall enjoy facilities for obtaining visas and entry permits, free of charge, as speedily as possible. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the Conference.

9. For the purpose of the Convention on the Privileges and Immunities of the United Nations, the Conference premises specified in article IV, paragraph 1, above, shall be deemed to constitute premises of UNIDO in the sense of Section 3 of the Convention and access thereto shall be subject to the authority and control of UNIDO. The premises

shall be inviolable for the duration of the Conference, including the preparatory stage and the winding-up.

10. All persons referred to in article II above shall have the right to take out of the Republic of Peru at the time of their departure, without any restrictions, any unexpended portions of the funds they brought into the Republic of Peru in connection with the Conference and to reconvert any such funds at the same rate at their departure.

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

**(c) Framework programme on cooperation between
the United Nations Industrial Development Organization and
the Government of the Republic of Belarus for 2013–2017,
signed on 1 October 2013***

10. FINAL CLAUSES

10.4. Nothing in or related to this Programme shall be deemed a waiver of any of the privileges and immunities of UNIDO.

**(d) Agreement between the United Nations Industrial Development
Organization and the Ministry of Industry and Mines of the Gabonese
Republic regarding the establishment of a trust fund for the implementation
of a project in Gabon entitled “*Renforcement des capacités en production et
analyse de statistiques industrielles au Gabon*”, signed on 1 October 2013***

H. CONTEXTE LEGAL

Le présent projet est régi par les dispositions de l'Accord de coopération signé le 30 mars 1993 par le Gouvernement du Gabon et l'ONUDI.

6. Organisation for the Prohibition of Chemical Weapons

Agreement between the Organisation for the Prohibition of Chemical Weapons and the Republic of Chile on the privileges and immunities of the OPCW**

Whereas article VIII, paragraph 48, of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction*** provides that the OPCW shall enjoy on the territory and in any other place under the jurisdiction or control of State Party such legal capacity and such privileges and immunities as are necessary for the exercise of its functions;

* Entered into force on 1 October 2013.

** Entered into force on 11 July 2013. Agreements on the same subject were signed with South Africa (entered into force 5 November 2013), and Bulgaria (25 November 2013).

*** United Nations, *Treaty Series*, vol. 1974, p. 45.

Whereas article VIII, paragraph 49, of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction provides that delegates of States Parties, together with their alternates and advisers, representatives appointed to the Executive Council together with their alternates and advisers, the Director-General and the staff of the Organisation shall enjoy such privileges and immunities as are necessary in the independent exercise of their functions in connection with the OPCW;

Whereas notwithstanding article VIII, paragraphs 48 and 49 of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction, the privileges and immunities enjoyed by the Director-General and the staff of the Secretariat during the conduct of verification activities shall be those set forth in Part II, Section B, of the Verification Annex;

Whereas article VIII, paragraph 50, of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction specifies that such legal capacity, privileges and immunities are to be defined in agreements between the Organisation and the States Parties;

The Organisation for the Prohibition of Chemical Weapons and the Republic of Chile have agreed as follows:

Article 1. Definitions

In this Agreement:

(a) “Convention” means the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction of 13 January 1993;

(b) “OPCW” means the Organisation for the Prohibition of Chemical Weapons established under article VIII, paragraph 1, of the Convention;

(c) “Director-General” means the Director-General referred to in article VIII, paragraph 41, of the Convention, or in his absence, the acting Director-General;

(d) “Officials of the OPCW” means the Director-General and all members of the staff of the Secretariat of the OPCW;

(e) “States Parties” means the States Parties which have signed and ratified the Convention;

(f) “Representatives of States Parties” means the accredited heads of delegation of States Parties to the Conference of the States Parties and/or to the Executive Council or the Delegates to other meetings of the OPCW;

(g) “Experts” means persons who, in their personal capacity, are performing missions authorised by the OPCW, are serving on its organs, or who are, in any way, at its request, consulting with the OPCW;

(h) “Meetings convened by the OPCW” means any meeting of any of the organs or subsidiary organs of the OPCW, or any international conferences or other gatherings convened by the OPCW;

(i) “Property” means all property, assets and funds belonging to the OPCW or held or administered by the OPCW in furtherance of its functions under the Convention and all income of the OPCW;

(j) “Archives of the OPCW” means all records, correspondence, documents, manuscripts, computer and media data, photographs, films, video and sound recordings belonging to or held by the OPCW or any officials of the OPCW in an official function, and any other material which the Director-General and the Republic of Chile may agree shall form part of the archives of the OPCW;

(k) “Premises of the OPCW” are the buildings or parts of buildings, and the land ancillary thereto if applicable, used for the purposes of the OPCW, including those referred to in Part II, subparagraph 11(b), of the Verification Annex to the Convention.

Article 2. Legal personality

The OPCW shall possess full legal personality. In particular, it shall have the capacity:

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

Article 3. Privileges and immunities of the OPCW

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

2. The premises of the OPCW shall be inviolable. The property of the OPCW, 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. The archives of the OPCW shall be inviolable, wherever located.

4. Without being restricted by financial controls, regulations or moratoria of any kind:

(a) the OPCW may hold funds, gold or currency of any kind and operate accounts in any currency;

(b) the OPCW may freely transfer its funds, securities, gold and currencies to or from the Republic of Chile, to or from any other country, or within the Republic of Chile, and may convert any currency held by it into any other currency.

5. The OPCW shall, in exercising its rights under paragraph 4 of this article, pay due regard to any representations made by the Government of the Republic of Chile in so far as it is considered that effect can be given to such representations without detriment to the interests of the OPCW.

6. The OPCW and its property shall be exempt:

(a) from all direct taxes; it is understood, however, that the OPCW will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the OPCW for its official use; it is understood, however, that articles imported under such exemption will not be sold in the Republic of Chile, except in accordance with conditions agreed upon with the Republic of Chile;

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

7. While the OPCW will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when the OPCW is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the Republic of Chile will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

*Article 4. Facilities and immunities in respect of
communications and publications*

1. For its official communications the OPCW shall enjoy, in the territory of the Republic of Chile and as far as may be compatible with any international conventions, regulations and arrangements to which the Republic of Chile adheres, treatment not less favourable than that accorded by the Government of the Republic of Chile to any other government, including the latter's diplomatic mission, in the matter of priorities, rates and taxes for post and telecommunications, and press rates for information to the media.

2. No censorship shall be applied to the official correspondence and other official communications of the OPCW. The OPCW shall have the right to use codes and to dispatch and receive correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags. Nothing in this paragraph shall be construed to preclude the adoption of appropriate security precautions to be determined by agreement between the Republic of Chile and the OPCW.

3. The Republic of Chile recognises the right of the OPCW to publish and broadcast freely within the territory of the Republic of Chile for purposes specified in the Convention.

4. All official communications directed to the OPCW and all outward official communications of the OPCW, by whatever means or whatever form transmitted, shall be inviolable. Such inviolability shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, videos, films, sound recordings and software.

Article 5. Representatives of States parties

1. Representatives of States Parties, together with alternates, advisers, technical experts and secretaries of their delegations, at meetings convened by the OPCW, shall, without prejudice to any other privileges and immunities which they may enjoy, while exercising their functions and during their journeys to and from the place of the meeting, enjoy the following privileges and immunities:

(a) immunity from personal arrest or detention;

(b) immunity from legal process of any kind in respect of words spoken or written and all acts done by them, in their official capacity; such immunity shall continue to be

accorded, notwithstanding that the persons concerned may no longer be engaged in the performance of such functions;

- (c) inviolability for all papers, documents and official material;
- (d) the right to use codes and to dispatch or receive papers, correspondence or official material by courier or in sealed bags;
- (e) exemption in respect of themselves and their spouses from immigration restrictions, alien registration or national service obligations while they are visiting or passing through the Republic of Chile in the exercise of their functions;
- (f) the same facilities with respect to currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (g) the same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

2. Where the incidence of any form of taxation depends upon residence, periods during which the persons designated in paragraph 1 of this article may be present in the territory of the Republic of Chile for the discharge of their duties shall not be considered as periods of residence.

3. The privileges and immunities are accorded to the persons designated in paragraph 1 of this article in order to safeguard the independent exercise of their functions in connection with the OPCW and not for the personal benefit of the individuals themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the Republic of Chile.

4. The provisions of paragraphs 1 and 2 of this article are not applicable in relation to a person who is a national of the Republic of Chile.

Article 6. Officials of the OPCW

1. During the conduct of verification activities, the Director-General and the staff of the Secretariat, including qualified experts during investigations of alleged use of chemical weapons referred to in Part XI, paragraphs 7 and 8 of the Verification Annex to the Convention, enjoy, in accordance with article VIII, paragraph 51, of the Convention, the privileges and immunities set forth in Part II, Section B, of the Verification Annex to the Convention or, when transiting the territory of non-inspected States Parties, the privileges and immunities referred to in Part II, paragraph 12, of the same Annex.

2. For other activities related to the object and purpose of the Convention, officials of the OPCW shall:

- (a) be immune from personal arrest or detention and from seizure of their personal baggage;
- (b) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (c) enjoy inviolability for all papers, documents and official material, subject to the provisions of the Convention;
- (d) enjoy the same exemptions from taxation in respect of salaries and emoluments paid to them by the OPCW and on the same conditions as are enjoyed by officials of the United Nations;

(e) be exempt, together with their spouses, from immigration restrictions and alien registration;

(f) be given, together with their spouses, the same repatriation facilities in time of international crises as officials of comparable rank of diplomatic missions;

(g) be accorded the same privileges in respect of exchange facilities as are accorded to members of comparable rank of diplomatic missions.

3. The officials of the OPCW shall be exempt from national service obligations, provided that, in relation to nationals of the Republic of Chile, such exemption shall be confined to officials of the OPCW whose names have, by reason of their duties, been placed upon a list compiled by the Director-General of the OPCW and approved by the Republic of Chile. Should other officials of the OPCW be called up for national service by the Republic of Chile, the Republic of Chile shall, at the request of the OPCW, grant such temporary deferments in the call-up of such officials as may be necessary to avoid interruption in the continuation of essential work.

4. In addition to the privileges and immunities specified in paragraphs 1, 2 and 3 of this article, the Director-General of the OPCW shall be accorded on behalf of himself and his spouse, the privileges and immunities, exemptions and facilities accorded to diplomatic agents on behalf of themselves and their spouses, in accordance with international law. The same privileges and immunities, exemptions and facilities shall also be accorded to a senior official of the OPCW acting on behalf of the Director-General.

5. Privileges and immunities are granted to officials of the OPCW in the interests of the OPCW, and not for the personal benefit of the individuals themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the Republic of Chile. The OPCW shall have the right and the duty to waive the immunity of any official of the OPCW in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the OPCW.

6. The OPCW shall cooperate at all times with the appropriate authorities of the Republic of Chile to facilitate the proper administration of justice, and shall secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this article.

Article 7. Experts

1. Experts shall be accorded the following privileges and immunities so far as is necessary for the effective exercise of their functions, including the time spent on journeys in connection with such functions:

(a) immunity from personal arrest or detention and from seizure of their personal baggage;

(b) in respect of words spoken or written or acts done by them in the performance of their official functions, immunity from legal process of every kind, such immunity to continue notwithstanding that the persons concerned are no longer performing official functions for the OPCW;

(c) inviolability for all papers, documents and official material;

(d) for the purposes of their communications with the OPCW, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(e) the same facilities in respect of currency and exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(f) the same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

2. The privileges and immunities are accorded to experts in the interests of the OPCW and not for the personal benefit of the individuals themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the Republic of Chile. The OPCW shall have the right and the duty to waive the immunity of any expert in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the OPCW.

Article 8. Abuse of privilege

1. If the State Party considers that there has been an abuse of a privilege or immunity conferred by this Agreement, consultations shall be held between the Republic of Chile and the OPCW to determine whether any such abuse has occurred and, if so, to attempt to ensure that no repetition occurs. If such consultations fail to achieve a result satisfactory to the Republic of Chile and the OPCW, the question whether an abuse of a privilege or immunity has occurred shall be settled by a procedure in accordance with article 10.

2. Persons included in one of the categories under articles 6 and 7 shall not be required by the territorial authorities to leave the territory of the Republic of Chile on account of any activities by them in their official capacity. In the case, however, of abuse of privileges committed by any such person in activities outside official functions, the person may be required to leave by the Government of the Republic of Chile, provided that the order to leave the country has been issued by the territorial authorities with the approval of the Foreign Minister of the Republic of Chile. Such approval shall be given only in consultation with the Director-General of the OPCW. If expulsion proceedings are taken against such person, the Director-General of the OPCW shall have the right to appear in such proceedings on behalf of the person against whom they are instituted.

3. The immunity from legal process shall in no case extend to acts carried out by officials and experts of the OPCW outside their official functions if such acts constitute an infraction or violation of traffic rules or employment law in force in the Republic of Chile.

Article 9. Travel documents and visas

1. The Republic of Chile shall recognise and accept as valid the United Nations *laissez-passer* issued to the officials of the OPCW, in accordance with special OPCW arrangements, for the purpose of carrying out their tasks related to the Convention. The Director-General shall notify the Republic of Chile of the relevant OPCW arrangements.

2. The Republic of Chile shall take all necessary measures to facilitate the entry into and sojourn in its territory and shall place no impediment in the way of the departure from its territory of the persons included in one of the categories under articles 5, 6 and 7 above, whatever their nationality, and shall ensure that no impediment is placed in the way

of their transit to or from the place of their official duty or business and shall afford them any necessary protection in transit.

3. Applications for visas and transit visas, where required, from persons included in one of the categories under articles 5, 6 and 7, when accompanied by a certificate that they are travelling in their official capacity, shall be dealt with as speedily as possible to allow those persons to effectively discharge their functions. In addition, such persons shall be granted facilities for speedy travel.

4. The Director-General, the Deputy Director(s)-General and other officials of the OPCW, travelling in their official capacity, shall be granted the same facilities for travel as are accorded to members of comparable rank in diplomatic missions.

5. For the conduct of verification activities visas are issued in accordance with paragraph 10 of Part II, Section B, of the Verification Annex to the Convention.

Article 10. Settlement of disputes

1. The OPCW shall make provision for appropriate modes of settlement of:

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

(b) disputes involving any official of the OPCW or expert who, by reason of his official position, enjoys immunity, if such immunity has not been waived in accordance with article 6, paragraph 5, or article 7, paragraph 2, of this Agreement.

2. Any dispute concerning the interpretation or application of this Agreement, which is not settled amicably, shall be referred for final decision to a tribunal of three arbitrators, at the request of either party to the dispute. Each party shall appoint one arbitrator. The third, who shall be chairman of the tribunal, is to be chosen by the first two arbitrators.

3. If one of the parties fails to appoint an arbitrator and has not taken steps to do so within two months following a request from the other party to make such an appointment, the other party may request the President of the International Court of Justice to make such an appointment.

4. Should the first two arbitrators fail to agree upon the third within two months following their appointment, either party may request the President of the International Court of Justice to make such appointment.

5. The tribunal shall observe in its proceedings the provisions of the "Permanent Court of Arbitration Optional Rules" for arbitration involving international organisations and states, as in force on the date of this Agreement.

6. The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on the parties to the dispute.

Article 11. Interpretation

1. The provisions of this Agreement shall be interpreted in the light of the functions which the Convention entrusts to the OPCW.

2. The provisions of this Agreement shall in no way limit or prejudice the privileges and immunities accorded to members of the inspection team in Part II, Section B, of the Verification Annex to the Convention or the privileges and immunities accorded to

the Director-General and the staff of the Secretariat of the OPCW in article VIII, paragraph 51, of the Convention. The provisions of this Agreement shall not themselves operate so as to abrogate, or derogate from, any provisions of the Convention or any rights or obligations which the OPCW may otherwise have, acquire or assume.

Article 12. Final provisions

1. This Agreement shall enter into force on the date of deposit with the Director-General of an instrument of ratification of the Republic of Chile. It is understood that, when an instrument of ratification is deposited by the State Party it will be in a position under its own law to give effect to the terms of this Agreement.

2. This Agreement shall continue to be in force for so long as the Republic of Chile remains a State Party to the Convention.

3. The OPCW and the Republic of Chile may enter into such supplemental agreements as may be necessary.

4. Consultations with respect to amendment of this Agreement shall be entered into at the request of the OPCW or the Republic of Chile. Any such amendment shall be by mutual consent expressed in an agreement concluded by the OPCW and the Republic of Chile, and shall enter into force in the manner provided for in paragraph 1 of this article.

Done in The Hague in duplicate on 30 October 2007, in the English and the Spanish languages, each text being equally authentic.

For OPCW

[Signed] ROGELIO PFIRTER

For the Republic of Chile

[Signed]

7. International Atomic Energy Agency

In 2013, Palau became Party to the Agreement on the Privileges and Immunities of the International Atomic Energy Agency, 1959. By the end of the year, there were 84 Parties.