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UNITED NATIONS JURIDICAL YEARBOOK

1989

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

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



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Chapter II

TREATY PROVISIONS CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERN- MENTAL ORGANIZATIONS

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

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF
THE UNITED NATIONS.¹ APPROVED BY THE GENERAL AS-
SEMBLY OF THE UNITED NATIONS ON 13 FEBRUARY 1946²

In 1989, no State became party to the Convention. The number of States
parties remains at 124.³

2. AGREEMENTS RELATING TO INSTALLATIONS AND MEETINGS

- (a) Agreement between the United Nations and the Government of
Denmark establishing the United Nations information centre for
the Nordic countries in Copenhagen. Signed at New York on 31
January 1989.⁴

The Government of Denmark and the Secretary-General of the United
Nations,

Considering that the Government of Denmark (hereinafter referred to as
“the Government”) and the Secretary-General of the United Nations (hereinaf-
ter referred to as “the Secretary-General”) agreed in 1946 to establish an infor-
mation Centre for the Nordic countries in Copenhagen (hereinafter referred to
as “the Centre”).

Considering that the Convention on the Privileges and Immunities of the
United Nations adopted by the General Assembly of the United Nations on 13
February 1946 (hereinafter referred to as “the Convention”) applies to the branch
or field offices of the Department of Public Information which are an integral
part of the Secretariat of the United Nations,

Considering that it is desirable to conclude an agreement, supplementary
to the Convention regarding the Centre,

Have agreed as follows:

Article I

DEFINITION

In the present Agreement, the expression “officials of the Centre” means the Director and all members of the staff of the Centre, with the exception of officials or employees who are locally recruited and assigned to hourly rates;

Article II

FUNCTIONS OF THE CENTRE

The Centre is to carry out the functions assigned to it by the Secretary-General within the framework of the Department of Public Information.

Article III

STATUS OF THE CENTRE

1. The premises of the Centre and residence of its Director shall be inviolable.
2. The Government shall exercise due diligence to ensure the security and protection of the premises of the Centre and its staff.
3. The appropriate Danish authorities shall make every possible effort to secure, upon the request of the Director of the Centre, the public services needed by the Centre, including, without limitation by reason of this enumeration, postal, telephone, and telegraph services and power, water and fire protection services. Such public services shall be supplied on equitable terms.

Article IV

FACILITIES AND SERVICES

The Government, subject to parliamentary approval, makes an annual contribution to provide rent-free premises to the Centre and towards the cost of heating the Centre.

Article V

OFFICIALS OF THE INFORMATION CENTRE

1. Officials of the Centre shall:
 - (a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
 - (b) Be immune from seizure of their personal and official baggage;

(c) Be immune from inspection of official baggage, and if the person is the Director of the Centre, be immune from inspection of personal baggage;

(d) Be exempt from taxation on salaries and all other remuneration paid to them by the United Nations;

(e) Be immune from national service obligations;

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

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

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

(i) Have the right to import free of duty their furniture, personal effects and all household appliances, including one automobile, intended for personal use free of duty when they come to reside in Denmark, which privilege shall be valid for a period of one year from the date of arrival in Denmark.

2. Officials of the Centre, except those who are locally recruited staff in the General Service or related categories, shall furthermore enjoy the following privileges and immunities:

(a) Have the right to import free of custom and excise duties limited quantities of certain articles intended for personal consumption (food products, beverages, etc.) in accordance with a list to be approved by the Government;

(b) Have the right, once every three years, to import one motor vehicle free of custom and excise duties, including value added taxes, it being understood that permission to sell or dispose of the vehicle in the open market will normally be granted two years after its importation only. It is further understood that the customs and excise duties will become payable in the event of the sale or disposal of such motor vehicle within three years after its importation to a person not entitled to this exemption.

3. In addition to the immunities and privileges specified in paragraphs 1 and 2 above, the Director of the Centre shall be accorded in respect of himself, his spouse and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys in accordance with international law. His name shall be included in the list of international organizations and offices in Copenhagen issued by the Danish Ministry of Foreign Affairs.

4. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations Regulations and Rules.

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

Article VI

SETTLEMENT OF DISPUTES

Any dispute between the Centre and the Government concerning the interpretation or application of this Agreement or of any supplementary agreement or arrangement, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators: one to be chosen by the Government, one to be chosen by the Director of the Centre, and the third, who shall be chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, such third arbitrator shall be chosen by the President of the International Court of Justice at the request of the Secretary-General of the United Nations or the Government.

Article VII

GENERAL PROVISIONS

1. The provisions of this Agreement shall be considered supplementary to the provisions of the Convention. When a provision of this Agreement and a provision of the Convention deal with the same subject, both provisions shall be considered complementary whenever possible; both of them shall be applied and neither shall restrict the force of the other.

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

3. Consultations with respect to amendments to this Agreement shall be entered into at the request of either party and such amendments shall be made by mutual consent. If the consultations do not result in an understanding within one year the present Agreement may be terminated by either party on giving two years' notice.

4. This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the United Nations and the Government, respectively, have signed this Agreement in two copies, each in English.

- (b) Agreement between the United Nations Transition Assistance Group and the Government of Namibia concerning the status of UNTAG to Namibia. Signed at New York on 10 March 1989⁵

I. DEFINITIONS

1. For the purposes of this Agreement the following definitions shall apply:
2. "UNTAG" means the United Nations Transition Assistance Group established pursuant to Security Council resolution 435 (1978) consisting of:
 - (a) The "Special Representative" appointed by the Secretary-General of the United Nations pursuant to Security Council resolution 431 (1978). Any reference to the Special Representative in this Agreement shall, except in paragraph 31, include any member of UNTAG to whom he delegates a specified function or authority;
 - (b) A "civilian section" composed of United Nations officials and of other persons assigned by the Secretary-General to assist the Special Representative;
 - (c) A "military section" composed of military and civilian personnel assigned by Participating States to serve as part of UNTAG.
3. "member of UNTAG" means any member of the civilian or military section but unless specifically stated otherwise does not include locally recruited personnel.
4. "Participating State" means a State contributing personnel to the military section of UNTAG.
5. "Territory" means Namibia (South West Africa).
6. "Government" means the Government of the Republic of South Africa including the Administrator-General of the Territory, as well as all competent local authorities.
7. "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946.

II. APPLICATION OF THIS AGREEMENT

8. Unless specifically provided otherwise the provisions of this Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to UNTAG or any member thereof apply in the Territory only.

III. APPLICATION OF THE CONVENTION

9. The Convention shall apply to UNTAG, subject to the special provisions specified in this Agreement.
10. Article II of the Convention shall also apply to the property, funds and assets of Participating States used in connection with UNTAG.

IV. STATUS OF UNTAG

11. Members of UNTAG shall refrain from any activity of a political nature in the Territory and from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present arrangements. The Special Representatives shall take all appropriate measures to ensure the observance of these obligations.

12. The Government undertakes to respect the exclusively international nature of UNTAG.

Premises

13. The premises referred to in section 3 of the Convention shall include those made available to UNTAG pursuant to paragraph 25 of this Agreement, and any other premises actually occupied or used by UNTAG.

Taxation

14. The Government undertakes to exempt UNTAG from general sales tax paid on all official UNTAG purchases for its own use, excluding those for resale in commissaries.

United Nations flag; vehicle markings

15. UNTAG shall display the United Nations flag at or on its headquarters, camps and other premises, vehicles, vessels and otherwise as agreed to in consultation between the Special Representative and the Government. Other flags or pennants may be displayed only in exceptional cases and in accordance with conditions prescribed by the Special Representative. The display of such flags or pennants shall be subject to prior consultation with the Government.

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

Communications

17. UNTAG shall enjoy the facilities in respect to communications provided in article III of the Convention only for the purpose of executing its task as laid down in Security Council resolution 435 (1978).

18. Subject to the provisions of paragraph 17, UNTAG shall have authority to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the Territory, United Nations offices in other countries, and to exchange traffic with the United Nations global telecommunications network; provided that the satellite systems shall only be installed and operated by UNTAG after consultation with the Government. The telecommunication services shall be operated in accordance with the International Telecommunication Convention⁶ and Regulations and the frequencies on which any such station may be operated shall be decided upon in cooperation with the Government and shall be communicated by the United Nations to the International Frequency Registration Board.

19. Subject to the provisions of paragraph 17 UNTAG shall enjoy, within the Territory, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, telegraph, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of UNTAG, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations, provided that land lines and cables between premises of UNTAG shall only be laid after consultation and agreement with the Government and provided further that the frequencies on which the radio will operate shall be decided upon in cooperation with the Government. It is understood that connections with the local system of the telegraphs, telex and telephone may be made only after consultation and in accordance with arrangements with the Government, it being further understood that the use of the local system of telegraphs, telex and telephones will be at rates and under conditions not less favourable than those applicable to comparable users.

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

Travel and transport

21. UNTAG and its members shall enjoy, together with its vehicles, vessels, aircraft and equipment, freedom of movement within the Territory. The Special Representative shall consult in advance with the Government with respect to large movements of personnel, stores or vehicles through airports or on railways or roads used for general traffic within the Territory. The Government undertakes to supply UNTAG, where necessary, with maps and other information that may be useful in facilitating its movements.

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

23. UNTAG may use roads, bridges, canals and other waters, port facilities and airfields without payment of dues, tolls or charges other than charges for services rendered.

Imports, exports and local purchases by or for UNTAG

24. (a) UNTAG may in terms of relevant legislation import into the Territory, or into South Africa for direct transport to the Territory along routes prescribed by the Government, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of UNTAG or for resale in the commissaries provided for in paragraph 46.

(b) UNTAG may also in terms of relevant legislation clear ex customs and excise warehouse, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of UNTAG or for resale in the commissaries provided for in paragraph 46.

(c) All such equipment as far as it is still usable, all unconsumed provisions, supplies and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of the Territory or to an entity nominated by them, shall be exported from the Territory and from South Africa on completion of UNTAG's task.

(d) To the end that such importation, clearances and exportation may be effected with the least possible delay a mutually satisfactory procedure, including documentation, shall be agreed between UNTAG and the Government.

V. FACILITIES FOR UNTAG

25. The Government undertakes to assist UNTAG as far as possible in obtaining and making available, where applicable, premises, water, electricity and other facilities required at rates, dues or charges not less favourable than those charged to comparable consumers or users and in the case of interruption or threatened interruption of service to give as far as is within its power the same priority to the needs of UNTAG as to essential Government services. Amounts due by UNTAG in this regard shall be settled on a basis to be agreed with the Government. UNTAG shall be responsible for the maintenance and upkeep of facilities so provided.

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

Provisions, supplies and services; sanitary arrangements

27. The Government shall assist UNTAG as far as possible in obtaining equipment, provisions, supplies and other goods and services from sources within the Territory and, if necessary, within South Africa, required for its subsistence and operations. In making purchases on a local market, UNTAG shall take the necessary steps to avoid any adverse effect on the local economy.

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

Recruitment of local personnel

29. UNTAG may recruit locally such personnel as it requires. In the recruitment of such personnel, UNTAG shall at all times act in close consultation with the Government. The Government undertakes, upon the request of the Special Representative, to assist UNTAG in the recruitment of such personnel. The terms and conditions of employment for locally recruited personnel shall be prescribed by the Special Representative.

Currency

30. The Government undertakes to make available to UNTAG, against reimbursement in mutually acceptable currency, South African currency required for the use of UNTAG, including the pay of its members, and the rate of exchange most favourable to UNTAG that is officially recognized by the Government.

VI. MEMBERS OF UNTAG

Status

31. The Special Representative, the Commander of the military section of UNTAG and such high-ranking members of the Special Representative's staff as may be agreed upon with the Government shall have the status specified in section 19 of the Convention provided that the privileges and immunities therein referred to shall be those accorded to diplomatic envoys by South African law.

32. Officials of the United Nations assigned to the civilian section of UNTAG and whose names are for that purpose notified to the Government by the Special Representative shall be considered as officials within the meaning of section 17 of the Convention.

33. Other persons assigned to the civilian section of UNTAG as well as civilian personnel assigned to the military section whose names are for the purpose notified to the Government by the Special Representative shall be considered as experts within the meaning of article VI of the Convention.

34. Military personnel assigned to the military section of UNTAG shall have the status especially provided for in this Agreement.

35. Locally recruited personnel shall enjoy only privileges and immunities especially provided for them in this Agreement.

Entry, residence and departure

36. The Special Representative and members of the civilian section shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from Territory, and as required for that purpose to travel in direct transit through South Africa from agreed points of entry and exit. The Special Representative shall notify the Government, and whenever possible in advance, of the movement of any such member in transit to and from the Territory.

37. Members of the military section of UNTAG shall be exempt from passport and visa regulations and immigration inspection and restriction on entering into or departing from the Territory, and as required for that purpose transiting South Africa from agreed points of entry and exit along agreed routes and on agreed conditions provided that the Special Representative shall notify the Government in advance of the movement to or from the Territory of any such member. They shall be exempt from any regulations governing the residence of aliens in the Territory, including registration, but shall not be considered as acquiring any right to permanent residence in the Territory. For the purpose of such entry or departure or transiting of South Africa such members shall only be required to have: (a) an individual or collective movement order issued by or under the authority of the Special Representative or any appropriate authority

of a Participating State, and (b) a personal identity card issued in accordance with paragraph 38 of this Agreement, except in the case of first entry when the personal identity card issued by the appropriate authorities of a Participating State shall be accepted in lieu of the said UNTAG identity card.

Identification

38. The Special Representative shall issue to each member of UNTAG before or as soon as possible after such member's first entry into the Territory, as well as to all locally recruited personnel, a numbered UNTAG identity card, which shall show full name, date of birth, title or rank, service (if appropriate) and photograph. Except as provided in article VII of the Convention or in paragraph 37 of this Agreement, such identity card shall be the only document required of a member of UNTAG.

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

Uniform and Arms

40. Military members of UNTAG shall wear, while performing official duties, the national military uniform of their respective States with standard United Nations accoutrements. The wearing of civilian dress by military members of UNTAG may be authorized by the Special Representative at other times.

Military members of UNTAG, members of the civilian police element of UNTAG and United Nations Security Officers designated by the Special Representative may possess and carry arms while on duty in accordance with their orders.

Permits and licences

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

42. Without prejudice to the provisions of paragraph 40, the Government further agrees to accept as valid, without tax or fee, a permit or permit licence issued by the Special Representative to a member of UNTAG for the carrying or use of firearms or ammunition in connection with the functioning of UNTAG.

Taxation

43. Members of UNTAG shall be exempt from taxation on the pay and emoluments received from the United Nations or from the Participating State and any income received from outside the Territory.

They shall also be exempt from all other direct taxes, except the general sales tax and municipal rates for services, and from all registration fees and charges.

Customs and fiscal regulations

44. The Special Representative shall cooperate with the Government and shall render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of the Territory and of South Africa by the members of UNTAG, in accordance with this Agreement.

45. Members of UNTAG shall in terms of relevant legislation have the right to import free of duty their personal effects in connection with their arrival in the Territory. They shall be subject to the laws and regulations of the Territory and, as appropriate, of South Africa, governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in the Territory with UNTAG. Special facilities for entry and exit shall be granted by the Government to regularly constituted units of the military section, provided that it has been notified sufficiently in advance. On departure from the Territory, members of UNTAG may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Special Representative certifies were received in pay and emoluments from the United Nations or from a Participating State and are a reasonable residue thereof. Special arrangements shall be made for the implementation of these provisions in the interests of the Government and the members of UNTAG.

46. For the benefit of the members of UNTAG, but not of locally recruited personnel, UNTAG may establish, maintain and operate commissaries at its headquarters and in camps. Such commissaries may provide goods of a consumable nature and other customary articles of small value. The Special Representative shall take all necessary measures to prevent abuse of such commissaries and the sale or resale of such goods to persons other than members of UNTAG, and he shall give sympathetic consideration to observations or requests of the Government concerning the operation of the commissaries.

Military police; arrest and transfer of custody; mutual assistance

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

48. The military police of UNTAG shall have the power of arrest over the military members of UNTAG. The personnel mentioned in paragraph 47 above may also take into custody any other person on the premises of UNTAG. Such other person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with any offence or disturbance on such premises.

49. Subject to provisions of paragraph 31 and 33 officials of the Government may take into custody any member of UNTAG:

- (a) When so requested by the Special Representative; or
- (b) When such a member of UNTAG is apprehended in the commission or attempted commission of a criminal offence. Such person shall be deliv-

ered immediately, together with any weapons or other item seized, to the nearest appropriate representative of UNTAG whereafter the provisions of paragraph 54 shall apply *mutatis mutandis*.

50. When a person is taken into custody under paragraph 48 or paragraph 49(b), UNTAG or the Government, as the case may be, may make a preliminary interrogation but may not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

51. UNTAG and the Government shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of things connected with an offence. The handing over of any such things may be made subject to their return within the terms specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 48, 49 and 50.

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

Jurisdiction

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

54. Should the Government consider that any member of UNTAG has committed a criminal offence, it shall promptly inform the Special Representative and present to him any evidence available to it.

Subject to the provisions of paragraph 31:

(a) If the accused person is a member of the civilian section or a civilian member of the military section the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government on whether the United Nations should institute disciplinary proceedings or the Government institute prosecution. Failing such agreement, the question shall be resolved as provided in paragraph 59 of this Agreement;

(b) Military members of the military section of UNTAG shall be subject to the exclusive jurisdiction of their respective Participating States in respect of any criminal offences which may be committed by them in the Territory.

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

(a) If the Special Representative certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 57 of this Agreement shall apply.

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

Deceased members

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

VII. SETTLEMENT OF DISPUTES

57. Except as provided in paragraph 59 any dispute or claim of a private law character to which UNTAG or any member thereof is a party, and over which the courts of the Territory do not have jurisdiction because of any provision of this Agreement, shall be settled by a standing Claims Commission to be established for that purpose. One member of the Commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a Chairman jointly by the Secretary-General and the Government. If no agreement as to the Chairman is reached within 30 days of the appointment of the first member of the Commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the Chairman. Any vacancy on the Commission shall be filled by the same method prescribed for the original appointment provided that the 30-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The Commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of 30 days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the Commission shall be final and binding, unless the Secretary-General of the United Nations and the Government permit an appeal to a Tribunal established in accordance with paragraph 59. The awards of the Commission shall be notified to the parties and, if against a member of UNTAG, the Special Representative or the Secretary-General of the United Nations shall use his best endeavours to ensure compliance.

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

59. Any other dispute between UNTAG and the Government, and any appeal that both of them agree to allow from the award of the Claims Commission established pursuant to paragraph 57 shall, unless otherwise agreed by the

parties, be submitted to a Tribunal of three arbitrators. The provisions relating to the establishment and procedures of the Claims Commission shall apply, *mutatis mutandis*, to the establishment and procedures of the Tribunal. The decisions of the Tribunal shall be final and binding on both parties.

VIII. SUPPLEMENTAL ARRANGEMENTS

60. The Special Representative and the Government may conclude supplemental arrangements to this Agreement.

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

IX. NATURE AND DURATION OF AGREEMENT

62. This Agreement is concluded for the sole purpose of assisting in the implementation of Security Council resolution 435 (1978), and has no bearing upon the respective positions of the parties concerning the status of the Territory.

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

64. This Agreement shall remain in force until the departure of the final element of UNTAG from the Territory except that:

- (a) The provisions of paragraphs 53 and 59 shall remain in force;
- (b) The provisions of paragraph 57 shall remain in force until all claims have been settled that arose prior to the termination of this Agreement and were submitted prior to or within three months of such termination.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the United Nations and the Government, respectively, have signed this Agreement in two copies in English.

MEMORANDUM OF UNDERSTANDING

In the course of the negotiations between the United Nations and South Africa relating to the Agreement regarding the Status of the United Nations Transition Assistance Group in Namibia, understandings were reached between the Parties concerning the interpretation and application of certain provisions of the Agreement. Those understandings are set forth in the present memorandum.

In relation to paragraph 29

In regard to the recruitment of local personnel, it is understood that UNTAG will engage in the direct recruitment of local staff on as wide a basis as possible, having regard to the need to secure the highest standards of efficiency, competence and integrity, in accordance with the Secretary-General's responsibility under Article 101 of the Charter of the United Nations. In this connection UNTAG will consult, *inter alia*, with the South African Government, which may assist it to obtain appropriately qualified local staff.

In relation to paragraph 54

- (i) In regard to the exercise of jurisdiction under paragraph 54(b) by the Participating States in respect of any criminal offences, the United Nations will obtain in its relationship agreement with each Participating State which assigns such members to UNTAG an undertaking that it is able and willing to exercise the required jurisdiction. Should a Participating State fail within a reasonable time to take steps to exercise the required jurisdiction in any particular case including arrest and detention when appropriate and should the accused remain in the Territory he shall become subject to local criminal jurisdiction.
 - (ii) The Special Representative shall, within a reasonable period, inform the Government whether a Participating State has exercised jurisdiction in a particular case and if so he shall inform the Government of the outcome thereof.
 - (iii) A Participating State may at any time request the Government through the Special Representative to exercise criminal jurisdiction in general in all cases or in a particular case.
 - (iv) In any case where a member of UNTAG is subject to local criminal jurisdiction the Special Representative shall make such member available for any criminal proceedings that may be instituted against such member.
- (c) Agreement between the United Nations and the Government of Colombia regarding arrangements for the twelfth session of the United Nations Commission on Human Settlements (Habitat), to be held at Cartagena de Indias. Signed at Cartagena de Indias on 24 April 1989⁷

Whereas the Chairman of the Commission on Human Settlements, after consultations with the Secretary-General of the United Nations, in accordance with the decision of the Commission at its eleventh session, accepted the invitation of the Government of Colombia (hereinafter referred to as “the Government”) to hold the twelfth session of the Commission on Human Settlements (hereinafter referred to as “Session”) in Cartagena de Indias;

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

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

Article I

DATE AND PLACE OF THE SESSION

The twelfth session of the Commission on Human Settlements shall be held at Cartagena de Indias, Colombia, and the Government of Colombia shall act as the host Government to the Session, the duration of which has been determined by the Commission as 24 April to 3 May 1989.

Article II

PARTICIPATION IN THE SESSION

1. Participation in the Session shall be open to the following upon designation or invitation by the United Nations:

(a) Representatives of Member States of the Commission on Human Settlement;

(b) Representatives of Member States of the United Nations or of any specialized agency;

(c) Representatives of the United Nations Council for Namibia;

(d) Representatives designated by intergovernmental organizations, national liberation movements and other organizations entitled as of the date of the Commission Session to attend sessions of the General Assembly of the United Nations or that of the Economic and Social Council;

(e) The executive heads, or their representatives, of the specialized agencies of the United Nations, of IAEA, as well as the appropriate officials or officers of other United Nations bodies, programmes and organizations;

(f) Observers designated by a non-governmental organization in consultative status with the Economic and Social Council or designated by other intergovernmental and non-governmental organizations or institutions invited by the Commission.

2. The Secretary-General of the United Nations shall designate the officials of the United Nations assigned to attend the Session for the purpose of servicing it.

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide at its cost such conference rooms and offices as will be necessary for the holding of the Session at Cartagena Convention Centre. They shall include four conference rooms as follows: two to accommodate the meetings of the Plenary and a Committee of the Whole, respectively, and two to accommodate the meetings of the regional groups.

2. The Government further agrees to provide at its cost such facilities as are necessary for the carrying out of the special audio-visual presentation portions of the Commission's agenda. Such facilities shall meet the requirements set out in the document entitled "Guidelines for special presentations" to be circulated to Governments by UNCHS in January 1989.

3. The Government shall also provide at its cost suitable offices furnished and equipped for officials of the United Nations, as well as for personnel provided by the Government to perform functions in connection with the Session. These facilities shall include a lounge and areas equipped for typing, reproduction and distribution of documents. The facilities to be provided by the Government are detailed in the Annex to this Agreement. The Government shall also assist representatives of information media in obtaining suitable working areas.

4. To the extent required by the United Nations, the aforementioned premises shall remain at the disposition of the United Nations twenty-four hours a day one week prior to the Session until a maximum of one week after the clos-

ing of the Session. The United Nations shall, however, notify the Government at any time during the specified period if it no longer requires all or part of the premises.

5. The Government shall furnish, equip and maintain at its expense all the aforementioned rooms, offices and working areas in a manner adequate for the effective conduct of the Session. The conference rooms for the sessions of the Plenary and the Committees of the Whole shall be equipped for simultaneous interpretation in the six languages of the Session and shall have facilities for sound recording, as well as for press, television, radio and film operations. Two of the rooms assigned for group meetings shall have interpretation facilities for three languages.

6. The Government shall at its expense adequately furnish and maintain such equipment as photocopying and other duplicating machines, typewriters, tape recorders, microcomputers and other equipment and local staff as is necessary for the effective conduct of the Session. To the extent that the Government cannot provide any of this equipment and local staff, the United Nations shall provide it at the Government's cost. A list of the required equipment appears in the annex to this Agreement.

7. The Government shall provide, within the conference area, an information desk, a documents distribution desk, postal and banking facilities, a travel bureau, domestic and international telephones, telex and cable facilities for information media.

8. The Government shall provide all necessary utility services, including official telephone communication of the Secretariat of the Session within Cartagena and communications by telex and telephone between the Secretariat of the Session and United Nations Headquarters in New York and the United Nations Centre for Human Settlements headquarters in Nairobi. The long-distance telephone and telex communications will be made only by persons designated by the Executive Director of the United Nations Centre for Human Settlements.

9. The Government shall pay for the transport, insurance and maintenance charges for shipment from Nairobi and New York to Cartagena de Indias and return of all United Nations supplies and equipment required for the adequate functioning of the Session.

Article IV

MEDICAL FACILITIES

1. Medical facilities for adequate first-aid and emergencies shall be provided by the Government within the conference area.

2. For serious emergencies, the Government shall arrange to ensure immediate access and admission to hospital. The Government shall also ensure that the transport necessary for this purpose is constantly available at the conference site.

Article V

ACCOMMODATION

The Government undertakes that sufficient and adequate accommodation at reasonable commercial rates shall be available for all persons referred to in article II. The Government shall provide information to delegations, the staff of the United Nations and other participants in the Session for obtaining hotel reservations and other accommodation for the duration of the Session.

Article VI

TRANSPORT

The Government shall provide transport between the Cartagena airport and the conference area and principal hotels for the member of the United Nations Secretariat servicing the Conference upon their arrival and departure. The Government shall also ensure regular transport services between the site of the Session and the principal hotels not in the immediate vicinity thereof.

Article VII

LOCAL PERSONNEL

1. The Government shall appoint a Liaison Officer who shall be responsible, in consultation with the United Nations Centre for Human Settlements, for making and coordinating the administrative and personnel arrangements required for the organization and functioning of the Session, as well as for all other matters connected with the implementation of the present Agreement.

2. The Government shall recruit and provide an adequate number of secretaries, typists, clerks, personnel for the reproduction and distribution of documents, assistant conference officers, ushers, messengers, bilingual receptionists, telephone operators, cleaners and workmen required for the proper functioning of the Session. The exact requirements in this respect will be established by the United Nations in consultation with the Government. Some of the persons shall be available at least one week before the opening of the Conference and until a maximum of six days after its close, as required by the United Nations.

Article VIII

SECURITY

The Government shall furnish at its expense such police protection and security measures as may be required to ensure a proper atmosphere of tranquility and safety. 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 the designated senior United Nations official.

Article IX

FINANCIAL ARRANGEMENTS

1. The Government, in addition to the financial responsibility provided for in annex I to this Agreement, shall bear the actual additional costs directly or indirectly involved in holding the Session in Cartagena de Indias rather than at United Nations Centre for Human Settlements headquarters. Such costs, which are provisionally estimated at approximately US\$197,000, shall include, but not be restricted to, the actual additional costs of travel and of staff entitlements of the United Nations officials assigned by the Secretariat to attend the Session, as well as the costs of shipment of equipment and supplies not available locally. Arrangements for the travel of United Nations officials requested to service the Session and of the shipment of supplies and equipment not available locally shall be made by the Secretariat in accordance with the Staff Regulations and Rules of the United Nations and related administrative practices regarding travel standards.

2. The Government shall, as soon as possible but not later than 24 February 1989, deposit with the United Nations the sum of US\$197,000 representing the total estimated costs referred to in paragraph 1 above.

3. If necessary, the Government shall make further advances as requested by the United Nations so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

4. The deposit referred to in paragraph 2 above shall be used only to pay the obligations of the United Nations in respect of the Session.

5. After the Session is over, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs incurred by the United Nations as a result of the change of venue of the meeting from Nairobi to Cartagena de Indias to be borne by the Government pursuant to paragraph 1 above. These costs shall be expressed in United States dollars using the United Nations official rate of exchange at the time the other payments are made. The United Nations, on the basis of this detailed set of accounts, will refund to the Government any funds unspent out of the deposit referred to in paragraph 2 above. Should the actual additional costs exceed the deposit, the Government will remit the outstanding balance within one month of the receipt of the detailed accounts. The final accounts will be subject to audit as provided in the Financial Regulations and Rules of the United Nations. The final adjustment of accounts will be subject to any observations which may arise from the audit carried out by the Board of Auditors.

Article X

LIABILITY

1. The Government shall be responsible for dealing with any action, claim or other demand against the United Nations arising out of: (a) injury to person or damage to or loss of property in the premises referred to in article III above; (b) injury to person or damage to or loss of property caused by, or incurred in using, the transport services referred to in article VI above; (c) the employment for the Conference/Meeting of the personnel by the Government under article VIII above.

2. The Government shall indemnify and hold harmless the United Nations and its personnel in respect of any such action, claim or other demand, except if it is agreed by the parties hereto that such injury, loss or damage was caused by gross negligence or wilful misconduct of United Nations personnel, in which case the provisions of the Convention on the Privileges and Immunities of the United Nations which pertain to this matter shall apply.

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations of 13 February 1946, to which the Government acceded on 6 August 1974, shall be applicable to the Session.

2. Representatives of States and of the United Nations Council for Namibia participating in the Session shall enjoy the privileges and immunities accorded under article IV of the Convention.

3. Officials of the United Nations performing official duties at the Session shall enjoy the privileges and immunities provided by article V and article VII of the Convention and experts on mission for the United Nations in connection with the Session shall enjoy the privileges and immunities provided under article VI of the Convention.

4. The representatives or observers referred to in article II(d) and (f) shall enjoy immunity from legal process in respect of words spoken or written and all acts performed by them in connection with their participation in the Session.

5. Representatives or officials of the specialized agencies or the International Atomic Energy Agency participating in the Session shall enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the United Nations or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency,⁸ as appropriate.

6. Without prejudice to the preceding paragraphs of the present article, the persons referred to therein shall enjoy the necessary privileges, immunities and facilities in connection with their participation in the Session.

7. The Government undertakes to ensure that local personnel assigned to the United Nations to perform functions in connection with the Session shall be able to do so without let or hindrance and without impediment to the exercise of their functions under the authority of the United Nations.

8. All persons referred to in article II above shall have the right of entry into and exit from Colombia, and no impediment shall be imposed on their transit to and from conference areas. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible. Arrangements will also be made to ensure that visas for the duration of the Session are delivered at the airport of arrival to participants who were unable to obtain them prior to their arrival.

9. For the purpose of the Convention on the Privileges and Immunities of the United Nations, the conference premises specified in article III, paragraph 1, above, shall be deemed to constitute premises of the United Nations in the sense of section 3 of the Convention and access thereto shall be subject to the authority and control of the United Nations. The premises shall be inviolable for the duration of the Session, including the preparatory stage and the winding-up.

10. The participants in the Session, representatives of information media and officials of the secretariat of the Session shall have the right to take out of Colombia at the time of their departure, without any restrictions, any unexpended portions of the funds they brought into Colombia in connection with the Session at the rate at which they had originally been converted.

Article XII

IMPORT DUTIES AND TAX

1. 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 Session.

2. The Government hereby waives import and export permits for the supplies needed for the Session and certified by the United Nations to be required for official use at the Session.

Article XIII

SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement that is not settled by negotiation or other agreed mode of settlement shall be referred at the request of either party for final decision to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Government and the third, who shall be the chairman, to be chosen by the first two; if either party fails to appoint an arbitrator within 60 days of the appointment by the other party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either party. However, any such dispute that involves a question regulated by the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with section 30 of that Convention.

Article XIV

FINAL PROVISIONS

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

2. This Agreement shall enter into force when signed on behalf of the Government and the United Nations and shall remain in force for the duration of the Session and for a period thereafter, should it be necessary, for the settlement of matters related to the Session and to this Agreement.

- (d) Agreement between the United Nations and the Government of Egypt regarding arrangements for the fifteenth session of the United Nations World Food Council. Signed at Cairo on 26 April 1989⁹

Whereas the President of the World Food Council, after consultation with States Members of the World Food Council and the Secretary-General of the United Nations, accepted the invitation of the Government of Egypt to hold the fifteenth session of the World Food Council at Cairo, and

Whereas the General Assembly, in paragraph 5 of its resolution 40/243 of 18 December 1985, decided that meetings of United Nations bodies may be held away from the established headquarters when the Government issuing the invitation for a meeting to be held in its country has agreed to defray, after consultation with the Secretary-General as to their nature and possible extent, the actual additional costs directly or indirectly involved,

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

Article I

DATE AND PLACE OF THE SESSION

The session shall be held at Cairo from 22 to 25 May 1989.

Article II

PARTICIPATION IN THE SESSION

1. Participation in the session shall be open to the following upon designation or invitation of the Secretary-General:

- (a) Representatives/observers of States (members of the appropriate United Nations bodies);
- (b) Representatives/observers of the United Nations Council for Namibia;
- (c) Observers for national liberation movements invited by the United Nations to attend the session;
- (d) Representatives of the United Nations specialized agencies or the International Atomic Energy Agency;
- (e) Representatives/observers for other intergovernmental organizations invited by the United Nations to the session;
- (f) Representatives of other appropriate United Nations bodies invited to attend the session;
- (g) Observers for non-governmental organizations invited by the United Nations to attend the session;
- (h) Other persons invited by the United Nations to attend the session.

2. Attendance at the public meetings of the session shall be open to representatives of information media accredited by the United Nations at its discretion after consultation with the Government.

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide, for as long as required for the session referred to in article I above, the necessary premises, including conference rooms, office space, working areas and other related facilities. The Government shall at its expense furnish, equip and maintain in good repair all the aforementioned premises and facilities in a manner adequate for the effective conduct of the session. One conference room shall have the capacity to accommodate plenary meetings with a seating capacity of 300 participants. One conference room shall have a capacity to accommodate committee or working group meetings with a capacity to seat approximately 50 participants. The main conference room shall be equipped for reciprocal simultaneous interpretation between eight languages and shall have facilities for sound recording in these eight languages as well as facilities for press, television, radio and film operations to the extent required by the United Nations. The conference rooms shall be equipped and at the disposition of the United Nations 24 hours a day from 21 May 1989 through the end of the session. Office space, working areas and other related facilities shall be at the disposition of the United Nations according to a schedule to be provided by the World Food Council secretariat.

2. The Government shall provide, if possible within the conference area, bank, post office, telephone and cable facilities, as well as a travel agency.

3. The Government shall bear the cost of all necessary utility services including local telephone communications of the secretariat of a session and its communications by telex or telephone with the United Nations (Headquarters in New York and Rome or other) when such communications are authorized by the chief official of such secretariat or by officials delegated by him.

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

Article IV

ACCOMMODATION

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

2. The Government will provide and pay directly to the hotel for the accommodation of all officials of the United Nations Secretariat performing functions in connection with the session during their stay in Cairo. Consequently, in accordance with United Nations rules and regulations, the daily subsistence allowance of these officials will be reduced to 34 per cent. of the prevailing rate. The Executive Director of the WFC shall provide the Government with a list of such United Nations officials. The Government shall pay them the corresponding amount in respect of the daily subsistence allowance for the duration of their official stay in Cairo. This is the basis for the financial estimates included in article IX.

Article V

MEDICAL FACILITIES

1. Medical facilities adequate for first aid in emergencies shall be provided by the Government within the conference area.
2. For serious emergencies, the Government will ensure immediate transportation and admission to a hospital.

Article VI

TRANSPORT

1. The Government shall issue, at the request of the Executive Director, return air tickets for the United Nations secretariat officials performing functions in connection with the session, in line with United Nations standards of travel.
2. The Government shall provide transport between the Cairo Airport and the conference area and principal hotels for the members of the United Nations secretariat serving the session upon their arrival and departure.
3. The Government shall ensure the availability of transport for all participants and those attending the session between the Cairo Airport, the principal hotels and the conference area.

Article VII

POLICE PROTECTION

The Government shall furnish at its expense such police protection as may be required to ensure the efficient functioning of the session in an atmosphere of security and tranquility 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 the designated senior officials of the United Nations.

Article VIII

LOCAL PERSONNEL

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

Article IX

FINANCIAL ARRANGEMENTS

1. The Government, in addition to the financial arrangements responsibility provided for elsewhere in this Agreement, shall bear the actual additional costs directly or indirectly involved in holding the session in Cairo rather than at World Food Council headquarters in Rome. Such costs which are provisionally estimated at approximately US\$23,447.62 and 112,497.75 Egyptian pounds,

shall include, but not be restricted to, the actual additional costs of travel and of staff entitlements of the United Nations officials assigned by the secretariat to attend the session, as well as the costs of shipment of equipment and supplies not available locally. Arrangements for the travel of United Nations officials required to service the session and for the shipment of supplies and equipment not available locally shall be made by the secretariat in accordance with the Staff Regulations and Rules of the United Nations regarding travel standards, baggage allowances, subsistence payments and terminal expenses, and its related administrative practices. The secretariat shall endeavor to utilize to the maximum extent possible tickets that will be issued by the Government as per article VI.

2. The Government shall deposit the sum of US\$23,447.62 into the United Nations account as follows:

(a) For the United States dollars portions:

Chemical Bank
United Nations Office Branch 15
New York, N.Y. 10017, U.S.A.

United Nations General Trust Funds Account No. 015-004473 (in favour of WFC Trust Fund)

This sum shall be deposited by 19 May 1989.

(b) For the Egyptian pounds portion:

The 34 per cent. of the prevailing daily subsistence allowance (DSA) shall be paid directly to entitled staff upon their arrival in Cairo. Tickets for the WFC secretariat will be provided and paid for directly by the Government.

3. If necessary, the Government shall make further advances as requested by the United Nations so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

4. The deposit and the advances referred to in paragraphs 2 and 3 above shall be used only to pay obligations to the United Nations in respect of the session.

5. After the session is over, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs incurred by the United Nations as a result of the change of venue of the session from Rome to Cairo, to be borne by the Government pursuant to paragraph 1 above. These costs shall be expressed in United States dollars using the United Nations official rate of exchange at the time the payments are made. The United Nations, on the basis of this detailed set of accounts, will refund to the Government any funds unspent out of the deposit and the advances referred to in paragraphs 2 and 3 above. Should the actual additional costs exceed the deposit, the Government will remit the outstanding balance within one month of the receipt of the detailed accounts. The final accounts will be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of accounts will be subject to any observations which may arise from the audit carried out by the Board of Auditors.

Article X

LIABILITY

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

(a) Injury to person or damage to or loss of property in the premises referred to in article III above;

(b) Injury to person or damage to or loss of property caused by, or incurred in using, the transport services referred to in article VI above;

(c) The employment for the session of the personnel provided by the Government under article VIII above.

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

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, shall be applicable in respect of the session. In particular, the representatives of States and of the United Nations Council for Namibia referred to in article II(a) and (b) shall enjoy the privileges and immunities provided under article IV, the officials of the United Nations performing functions in connection with the session shall enjoy the privileges and immunities provided under articles V and VII and experts on mission for the United Nations in connection with the session shall enjoy the privileges and immunities provided under article VI of the Convention.

2. The representatives/observers referred to in article II(c), (e) and (g) 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 session.

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

4. The representatives of the specialized agencies or of the International Atomic Energy Agency, referred to in article II(d), shall enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the Specialized Agencies¹⁰ or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency, respectively.

5. Without prejudice to the preceding paragraphs of this article, all persons performing functions in connection with the session and all those invited to the session shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the session.

6. All persons referred to in article II, all United Nations officials serving the session and all experts on mission for the United Nations in connection with the session shall have the right of entry into and exit from Egypt, and no impediment shall be imposed on their transit to and from the conference areas. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted free of charge, as speedily as possible and not later than two weeks before the date of the opening of the session. If the application for the visa is not made at least two and a half weeks before the opening of the session, the visa shall be granted not later than three days from the receipt of the application. Arrangements will also be made to ensure that visas for the duration of the session are delivered at the airport of arrival to participants who were unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the session.

7. For the purpose of the application of the Convention on the Privileges and Immunities of the United Nations, the session premises shall be deemed to constitute premises of the United Nations in the sense of section 3 of the Convention and access thereto shall be subject to the authority and control of the United Nations. The premises shall be inviolable for the duration of the session including the preparatory stage and winding-up.

8. The participants in the session and the representatives of information media, referred to in article II above, and officials of the United Nations serving the session, and experts on mission for the United Nations in connection with the session, shall have the right to take out of Egypt at the time of their departure, without any restrictions, any unexpended portions of the funds they brought into Egypt in connection with the session at the United Nations official rate of exchange prevailing when the funds were brought in.

9. 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 session. It shall issue without delay any necessary import and export permits for this purpose.

Article XII

SETTLEMENT OF DISPUTES

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

by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

Article XIII

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 when signed by the Parties and shall remain in force for the duration of the session and for such a period thereafter as is necessary for all matters relating to any of its provisions to be settled.

(e) Memorandum of Understanding between the United Nations and the Government of Australia on the Fifth International Training Course on use of Remote Sensing Systems in Hydrological and Agrometeorological Applications, held at Canberra by the United Nations, the Food and Agricultural Organization of the United Nations, the World Meteorological Organization and the European Space Agency, and the first International Training Course on the Use of the MicroBRIAN Image Processing System, held at Brisbane. Signed at New York on 12 May 1989¹¹

The United Nations and the Government of Australia (hereinafter called “the Government”), desiring to give effect to the provision of General Assembly resolution 37/90 of 10 December 1982 concerning the promotion of greater cooperation in space science and technology and the organization of training courses on advanced space science applications and new system developments, have reached the following understanding:

Section I

THE COURSES

1. The Fifth United Nations/FAO/WMO/ European Space Agency (ESA) International Training Course on the Use of Remote Sensing Systems in Hydrological and Agrometeorological Applications (hereinafter called “the Remote Sensing Course”) and the First International Training Course on the Use of the MicroBRIAN Image Processing System (hereafter called “the MicroBRIAN Course”) will be held in Australia in two separate sessions.

2. The location and duration of the Remote Sensing Course will be in Canberra from 15 May to 2 June 1989.

3. The location and duration of the MicroBRIAN Course will be in Brisbane from 5 to 16 June 1989.

4. The official language of the courses will be English only.
5. The objective of these courses is to provide the participants with:
 - (a) An understanding of the capabilities of remote sensing technology and of the current satellite, airborne and ground-based data acquisition systems in relation to applications in hydrology and agrometeorology;
 - (b) Practical experience from image analysis exercises on coastal resources, land-use/cover, agrometeorology, forestry, agriculture and hydrology.

Section II

PARTICIPATION IN THE REMOTE SENSING COURSE

1. Participation in the Remote Sensing Course will be open to candidates from the Economic Commission for Asia and the Pacific (ESCAP) region as indicated below:
 - (a) Suitably qualified persons nominated by governments of developing countries in the ESCAP region, accepted and invited for participation in the course by the United Nations;
 - (b) Experts invited by the United Nations and the other co-sponsors of the course to serve as lecturers/instructors at the course;
 - (c) Experts invited by the Government to serve as lecturers/instructors at the course;
 - (d) Officials of the United Nations and the specialized agencies invited to attend the course.
2. The number of participants from developing countries as referred to in paragraph 1(a) above shall be limited to not less than eighteen and not more than twenty-four.

Section III

PARTICIPATION IN THE MICROBRIAN COURSE

Participation in the MicroBRIAN Course will be by invitation only, to be issued jointly by the United Nations and the Government, and will be limited to a maximum of 10 in number to be chosen from those attending the Remote Sensing Course who have the professional background to utilize and disseminate the MicroBRIAN technology in their own countries.

Section IV

SERVICES TO BE PROVIDED BY THE UNITED NATIONS

1. The United Nations will disseminate the necessary information to the groups and individuals identified in sections II and III for participation in the Remote Sensing Course and the MicroBRIAN Course as well as issue invitations to the speakers identified in the programme.
2. The United Nations will provide, at its own cost, the services of up to two members of the Outer Space Affairs Division of the United Nations Secretariat; these officials will be responsible for the organization of the Remote Sensing Course and assist in the organization of preparatory activities of the MicroBRIAN Course.

3. The United Nations, in accordance with the provisions of General Assembly resolution 37/90, will use funds of its Space Applications fellowship budget as well as the funds provided by the co-sponsors of the Remote Sensing Course for that purpose, to:

(a) Cover the cost of round-trip air travel (economy class) to Canberra, Australia, for those in need among the participants referred to in paragraph 1(a) of section II.

(b) Provide a subsistence allowance to cover room and board for the participants identified in subparagraph (a) above for the duration of the Remote Sensing Course.

4. The United Nations shall make arrangements as necessary to provide for the Remote Sensing Course the services of the lecturers/instructors identified in paragraph 1(b) of section II.

Section V

CONTRIBUTIONS BY THE GOVERNMENT TO THE REMOTE SENSING COURSE AND THE MICROBRIAN COURSE

1. The Government will act as host to the Remote Sensing Course and the MicroBRIAN Course and will operate through the Commonwealth Scientific and Industrial Research Organization (hereinafter called "CSIRO") for that purpose.

2. The Government will designate an official of CSIRO as liaison officer between the United Nations and the Government for making the necessary arrangements concerning the contributions of the Government described in paragraph (3) below.

3. The Government will provide and, by itself or through grant to CSIRO by ESCAP, defray the costs of:

(a) Appropriate premises and equipment (including duplication facilities and consumables) for the holding of the Remote Sensing Course and the MicroBRIAN Course;

(b) Appropriate premises for the offices and for the other working areas of the United Nations Secretariat staff responsible for the Remote Sensing Course and the MicroBRIAN Course, the liaison officer and the local personnel mentioned below;

(c) Adequate furniture and equipment for the premises referred to in (a) and (b) above to be installed prior to the start of both courses and maintained by appropriate personnel for the duration of those courses as well as equipment for the field trips;

(d) Amplification and audio-visual projection equipment as well as tape recorders and tapes as necessary and technicians to operate them for the training courses;

(e) The local administrative personnel required for the proper conduct of both courses, including reproduction and distribution of lectures and other documents in connection with these courses;

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

- (g) Customs clearance and transportation between the port of entry and the centers for the courses for any equipment required in connection with both courses;
- (h) All official transportation within Australia for all participants at both courses;
- (i) The transportation described in subparagraph (h) includes round-trip transportation between Canberra and Brisbane for the participants at the MicroBRIAN Course and also within that local area for official purposes during that course;
- (j) Local transportation for the United Nations Secretariat staff responsible for both courses for official purposes during those courses;
- (k) Accommodation and per diem expenses for the 10 participants at the MicroBRIAN Course;
- (l) Field trips for the participants;
- (m) Assistance in arranging bookings for accommodation for the Remote Sensing Course (but not cost of that accommodation);
- (n) The Australian lecturers/speakers and their papers for distribution at both courses;
- (o) Information brochures on Australia and on the locations of both courses;
- (p) The services of a travel agency to confirm or make new bookings for the participants in relation to both courses after their arrival in Australia;
- (q) Medical facilities for first aid in emergencies within the areas of the two courses, and adequate ambulance and hospital facilities;
- (r) Security protection as, in the opinion of the Government, may be required to ensure the well-being of all participants in the training courses and the efficient functioning of the training courses free from interference of any kind.

Section VI

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations will be applicable in respect of the Remote Sensing Course and the MicroBRIAN Course. Accordingly, officials of the United Nations performing functions in connection with both courses will enjoy the privileges and immunities provided under articles V and VII of said Convention.
2. Officials of the specialized agencies attending either course will enjoy the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies.
3. Participants other than officials of the United Nations will be designated by the Secretary-General as experts on mission for the United Nations and enjoy privileges and immunities accorded under article VI of the Convention.
4. All participants and persons performing functions in connection with either course will enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the courses.

5. All persons covered in paragraphs 1, 2 and 3 above will be exempt from the Government's requirements relating to entry permits. Visas will be granted free of charge.

6. When applications are made by the persons covered in paragraphs 1, 2 and 3 above, four weeks before the opening of the Remote Sensing Course, visas will be granted not later than two weeks before this course. On receipt of the list of participants from the United Nations, the Government will ensure that visas are issued as speedily as possible to all the selected candidates.

Section VII

LIABILITY

1. The Government will be responsible for dealing with any actions, claims or other demands against the United Nations arising out of:

(a) Injury or damage to persons or property in the premises referred to in paragraph 3(a) and (b) of section V above;

(b) Injury or damage to persons or property occurring during use of the transportation referred to in paragraph 3(g), (h), (i), (j) and (l) of section V;

(c) The employment for the meeting of the personnel referred to in paragraphs 2 and 3(d) and (e) of section V.

2. The Government will hold the United Nations and its personnel harmless in respect of any such actions, claims and other demands, except where it is agreed by the parties that the injury or damage is attributable to negligence or wilful misconduct on the part of the United Nations or its personnel.

Section VIII

SETTLEMENT OF DISPUTES

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

Section IX

1. This Understanding will enter into effect upon signature and will remain in effect until the MicroBRIAN Course is concluded.

2. This Understanding may be modified by arrangement between the United Nations and the Government.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the United Nations and the Government, respectively, have signed this Memorandum of Understanding in duplicate.

- (f) Protocol between the United Nations Transition Assistance Group and the Government of Angola on the tasks to be fulfilled by UNTAG in Angolan territory, and Additional Protocol on the status of UNTAG personnel in the territory of the People's Republic of Angola. Signed at Lubango on 9 June 1989¹²

Having come to an agreement on the establishment of an UNTAG liaison office in Angola in order to keep the Special Representative of the Secretary-General of the United Nations in Namibia informed;

After an agreement on the establishment of a joint Commission in order to supervise the implementation of the measures taken for South-West Africa People's Organization forces in Angolan territory, the following has been agreed upon:

1. The Joint Commission of Angolan Armed Forces members with UNTAG members will carry out the following tasks:
 - (a) Make sure that SWAPO forces are settled to the north of parallel 16;
 - (b) Obtain data referring to the total number of armed SWAPO members in Angolan territory;
 - (c) Have a record of the number of SWAPO military bases and their locations.
2. The Angolan side agrees to allow UNTAG supervising officials in Angolan military units near SWAPO bases so that they can inform the UNTAG Force Commander and the Special Representative of the Secretary-General of the United Nations for Namibia about the process of confinement and repatriation of SWAPO armed personnel.
3. For the successful fulfilment of these tasks, systems of communication are to be established between SWAPO bases and the Angolan authorities who will supervise them, between UNTAG supervising officials and their office in Lubango, between this office and the one in Luanda, between the office in Luanda and the Special Representative in Windhoek.
4. The Angolan authorities will supervise SWAPO bases until they are completely closed one week after the election results have been certified. The military equipment in those bases, as well as the military personnel of SWAPO to be repatriated, will be under the supervision of the Angolan authorities.
5. The SWAPO military personnel will not go out of the bases except for logistic purposes or for their repatriation.
6. Both parties agree to interpret and apply this document according to the principle of good faith.

ADDITIONAL PROTOCOL OF THE STATUS OF UNTAG PERSONNEL IN THE TERRITORY OF THE PEOPLE'S REPUBLIC OF ANGOLA

As it is necessary to establish the status of UNTAG personnel in Angolan territory as well as their working conditions, the parties agree to the following:

1. UNTAG personnel as well as United Nations officials working here have the same immunities and privileges as diplomats according to the Vienna

Conventions on diplomatic and consular relations.¹³ They will, however, abide by the law of the land. The office of UNTAG in Luanda, as well as its documents and archives, have the same immunities and privileges as diplomatic buildings.

2. The personnel of UNTAG will carry their ID cards issued by the Angolan authorities and, when in uniform, their United Nations identifying marks. The means of transport they will be using will also carry the United Nations identifying symbols.

3. To enter Angolan territory, UNTAG will use the following border posts:

- Land: Ruagana;
- Air: Airports of Luanda, Lubango and Namibe;
- Sea: Namibe port.

4. The office of UNTAG will give the Angolan party 72 hours' notice, as well as the list of personnel, the date of their arrival in or departure from Angola as well as the border posts to be used, in order to facilitate the immigration formalities.

5. The travels in Angola in fulfilment of the tasks inside Angola, as well as trips for logistic purposes, will be made known in time to the Angolan party who will allow them and appoint the Angolan liaison official to go with them.

6. UNTAG supervising officials will be allowed to visit SWAPO bases whenever necessary, always with the Angolan liaison official who will head the visit.

7. UNTAG officials and their office in Lubango will be allowed direct communication provided the frequencies they use are decided with the Front Command.

8. UNTAG officials are allowed by the Angolan party regular air flights Windhoek-Lubango, Windhoek-Namibe, and Luanda-Lubango.

UNTAG will pay for the use of airport facilities as well as the refueling of aircraft in hard currency. Their personnel will travel free of taxes and customs fees, including the ones for their luggage.

9. Accommodation, food, transport and medical care fees of UNTAG personnel will be paid by UNTAG in hard currency through the appropriate bank operations.

10. When UNTAG personnel living in the city of Lubango wish to move around for purely personal reasons, they may move freely within the following area:

- Road Lubango/Huambo — 4 km;
- Road Lubango/Chibia — 40 km;
- Road Lubango/Namibe — 40 km;

11. Moving for personal reasons out of the above defined area should be cleared forty-eight hours in advance with the Angolan authorities by the person requiring to make the journey.

12. This additional protocol is part of the principal protocol signed between the Angolan authorities and UNTAG.

- (g) Agreement between the United Nations and the Government of Cuba on the United Nations Workshop on Space Communications for Development, Current and Future Developments, Rural Communications, Search and Rescue Missions and Disaster Relief, to be held at Havana. Signed at New York on 15 June 1989¹⁴

The United Nations and the Government of Cuba (hereinafter called “the Government”), desiring to give effect to the provisions of General Assembly resolution 37/90 of 10 December 1982 concerning the promotion of greater co-operation in space science and technology and the organization of workshops on advanced space science applications and new systems developments, have agreed as follows:

Article I

PLACE, DATE AND LANGUAGES OF THE WORKSHOP

1. The United Nations Workshop on Space Communications for Development, Current and Future Developments, Rural Communications, Search and Rescue Missions and Disaster Relief (hereinafter called “the Workshop”), hosted by the Government, shall be held in La Havana, Cuba.
2. The Workshop shall be held in the month of March 1990 during a period of one week.
3. The official languages for the Workshop will be Spanish and English only.

Article II

PARTICIPATION IN THE WORKSHOP

1. Participation in the Workshop shall be open to the following:
 - (a) Suitably qualified persons nominated by governments of developing countries of the Economic Commission for Latin America and the Caribbean region, accepted and invited for participation in the Workshop by the United Nations;
 - (b) Suitably qualified persons invited to the Workshop by the Government;
 - (c) Experts invited by the United Nations to serve as lecturers/instructors at the Workshop;
 - (d) Representatives of the United Nations, its specialized agencies and other organs of the United Nations, invited to attend the Workshop.
2. The number of participants from developing countries as referred to in paragraph 1(a) above shall be limited to thirty (30).
3. The number of participants referred to in paragraph 1(b) shall be limited to thirty (30) out of which fifteen (15) will participate in the capacity of observers.

Article III

SERVICES TO BE PROVIDED BY THE UNITED NATIONS

1. The United Nations shall disseminate the necessary information and extend invitations to the participants referred to in article II, paragraph 1(a);
2. The United Nations shall provide, at its expense, the services of up to two officers of the Outer Space Affairs Division of the United Nations Secretariat; these officials shall be responsible for the organization of the Workshop on behalf of the United Nations;
3. The United Nations, in accordance with the provisions of General Assembly resolution 37/90, shall use the resources of its Space Application Programme fellowship budget to cover the cost of round-trip air travel (economy class) to La Havana, Cuba, for those in need among the participants referred to in paragraph 1(a) of article II. The United Nations shall provide for a subsistence allowance to cover board expenses of these same participants for the duration of the Workshop.
4. The United Nations shall make arrangements as necessary to provide for the Workshop the services of the lecturers/instructors referred to in paragraph 1(c) of article II.

Article IV

SERVICES PROVIDED BY THE GOVERNMENT

1. The Government shall act as host to the Workshop.
2. 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 Workshop as required under this Agreement.
3. The Government shall provide and defray the costs of:
 - (a) Appropriate premises for the effective conduct of the Workshop;
 - (b) Appropriate premises for offices, working areas and other related facilities for the United Nations Secretariat staff responsible for the Workshop, the Liaison Officer and the local personnel mentioned below;
 - (c) Adequate furniture and equipment (including duplication facilities and consumables) for the premises referred to in subparagraphs (a) and (b) above, to be installed prior to the Workshop and maintained in good repair by appropriate personnel for the duration of the Workshop;
 - (d) Sound and audio-visual projection equipment as well as tape recorders and tapes as necessary and technicians to operate them for the sessions of the Workshop;
 - (e) Participation of lecturers/instructors invited by the Government;
 - (f) Preparation and dissemination of documentation relevant to the Workshop;
 - (g) Local personnel required for the proper and effective conduct of the Workshop, including reproduction and distribution of documentation relevant to the Workshop;

(h) Simultaneous interpretation between Spanish and English for the duration of the Workshop;

(i) Bank, post-office, telephone, telex, and cable facilities, as well as those of a travel agency;

(j) All necessary utility services including local telephone communications for the United Nations Secretariat officials and their communications by telex and telephone with the United Nations Headquarters in New York. Long-distance telephone and telex communications should be made only when such communications are authorized by the Senior Official of the Government at the Workshop, in co-ordination with the Senior Official of the United Nations at the Workshop.

(k) Customs clearance and transportation from the port of entry to the site of the Workshop and return of all United Nations supplies and equipment required for the adequate functioning of the Workshop. The United Nations shall determine the mode of shipment of such equipment and supplies.

(l) Transport between the airport and the Workshop areas and principal hotels for all participants and lecturers/instructors in the Workshop and for United Nations officials responsible for the organization of the Workshop upon their arrival and departure, as well as transportation for visits to institutions and other activities organized in connection with the Workshop.

(m) Adequate room accommodations for up to thirty (30) foreign participants from developing countries at the Government's expense.

(n) Arrangement of adequate accommodation in hotels at reasonable commercial rates for persons other than those identified in subparagraph (m) above and who are participating in, attending or servicing the Workshop, at the expense of these same persons.

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

(p) Security protection as may be required to ensure the well-being of all participants in the Workshop and the efficient functioning of the Workshop free from interferences of any kind. While such security services shall be under the direct supervision and control of the senior officer provided by the Government, this officer shall work in close cooperation with the designated official of the United Nations at the Workshop.

Article V

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, shall be applicable in respect of the Workshop.

2. Participants attending the Workshop in pursuance of paragraphs 1(a) and (c) of article II of this Agreement shall enjoy the privileges and immunities accorded to experts on mission under article VI of the Convention on the Privileges and Immunities of the United Nations.

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

4. Representatives of the specialized agencies participating in the Workshop shall enjoy the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies.

5. The personnel provided by the Government under article IV, paragraph 3, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Workshop.

6. Without prejudice to the preceding paragraphs of this article, all persons performing functions in connections with the Workshop and all those invited to the Workshop shall enjoy the privileges and immunities, facilities and courtesies necessary for the independent exercise of their functions in connection with the Workshop.

7. All participants and persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from Cuba and no impediment shall be imposed on their transit to and from the Workshop area. Visas shall be granted free of charge to those invited by the United Nations to the Workshop and as speedily as possible. When applications are made four weeks before the opening of the Workshop, visas shall be granted not later than two weeks before the opening of the Workshop. If the application is not made at least two and a half weeks before the opening of the Workshop, visas shall be granted not later than three days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the Workshop are delivered at the airport of arrival to participants who were unable to obtain them prior to their arrival.

8. The participants in the Workshop, referred to in article II above, officials of the United Nations responsible for the organization of the Workshop and experts on mission for the United Nations in connection with the Workshop shall have the right to take out of Cuba at the time of their departure, without any restrictions, any unexpended portions of the funds they brought into Cuba in connection with the Workshop at the official rate prevailing when the funds were brought in.

9. The Government shall allow the temporary importation, tax- and duty-free, of all equipment and shall waive import duties and taxes on supplies necessary for the Workshop. It shall issue without delay any necessary import and export permits for this purpose.

Article VI

LIABILITY

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 person or damage to or loss of property in the premises referred to in article IV that are provided by or are under the control of the Government;

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

(c) The employment for the Workshop for the personnel provided by the Government under article IV.

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

Article VII

SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement that is not settled by negotiation or other agreed mode of settlement shall be referred at the request of either party for final decision to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Government and the third, who shall be the chairman, to be chosen by the first two; if either party fails to appoint an arbitrator within 60 days of the appointment by the other party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either party. However, any such dispute that involves a question regulated by the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with section 30 of that Convention.

Article VIII

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 on the date it is signed on behalf of the United Nations and the Government of Cuba and shall remain in force for the period of the Workshop or until such later date as may be necessary for the settlement of matters related to the Workshop.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the United Nations and the Government, respectively, have signed this Agreement in duplicate in the English and Spanish languages, both texts being equally authentic.

(h) Agreement between the United Nations and the Government of the German Democratic Republic relating to the Second United Nations International Training Course on Remote Sensing Applications to Geological Sciences to be held at Potsdam from 5 to 20 October 1989. Signed at New York on 18 September 1989¹⁵

The United Nations and the Government of the German Democratic Republic (hereinafter called "the Government"), desiring to give effect to the provisions of General Assembly resolution 37/90 of 10 December 1982 concerning the promotion of greater cooperation in space science and technology and the organization of training courses on advanced space science applications and new systems developments, have agreed as follows:

Article I

PLACE, DATE, LANGUAGE AND OBJECTIVE OF THE COURSE

1. The Second United Nations International Training Course on Remote Sensing Applications to Geological Science (hereinafter called “the Course”) shall be held in Potsdam, German Democratic Republic.
2. The duration of the Course shall be from 5 to 22 October 1989.
3. The official language of the Course shall be English only.
4. The main objective of the Course is to provide education and practical training to participants from developing countries with respect to the results of recent applications of airborne and satellite remote sensing techniques to geological sciences.

Article II

PARTICIPATION IN THE COURSE

1. Participation in the Course shall be open to the following:
 - (a) Suitably qualified persons nominated by Governments of developing countries, accepted and invited for participation in the Course by the United Nations and the Government;
 - (b) Experts invited by the United Nations and the Government to serve as lecturers/instructors at the Course;
 - (c) Representatives of the United Nations, its specialized agencies and appropriate bodies of the United Nations, invited to attend the Course by the United Nations.
2. The number of participants from developing countries as referred to in paragraph 1(a) above shall be limited to fifteen.
3. The Secretary-General of the United Nations shall designate the officials of the United Nations assigned to attend the Course for the purpose of servicing it.

Article III

SERVICES TO BE PROVIDED BY THE UNITED NATIONS

1. The United Nations shall disseminate the necessary information and extend invitations to the participants referred to in article II, paragraph 1(a);
2. The United Nations shall provide, at its expense, the services of up to two officers of the Outer Space Affairs Division of the United Nations Secretariat; these officials shall be responsible for the organization of the Course on behalf of the United Nations;
3. The United Nations, in accordance with the provisions of General Assembly resolution 37/90, shall use the resources of its Space Applications Programme fellowship budget to cover the cost of round-trip air travel (economy class) to Berlin, German Democratic Republic, for those in need among the participants referred to in paragraph 1(a) of article II. The United Nations shall make arrangements as necessary to provide for the Course the service of the lecturers/instructors referred to in paragraph 1(b) of article II.

Article IV

SERVICES TO BE PROVIDED BY THE GOVERNMENT

1. The Government shall act as host to the Course.
2. 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 Course as required under this Agreement.
3. The Government shall provide and defray the costs of:
 - (a) Appropriate premises for the effective conduct of the Course;
 - (b) Appropriate premises for offices, working areas and other related facilities for the United Nations Secretariat staff responsible for the Course, the Liaison Officer and the local personnel mentioned below;
 - (c) Adequate furniture and equipment for the premises referred to in subparagraphs (a) and (b) above, to be installed prior to the Course and maintained in good repair by appropriate personnel for the duration of the Course;
 - (d) Sound and audio-visual projection equipment as well as tape recorders and tapes as necessary and technicians to operate them for the sessions of the Course;
 - (e) Preparation and dissemination of documentation relevant to the Course;
 - (f) Local personnel required for the proper and effective conduct of the Course, including reproduction and distribution of documentation relevant to the Course;
 - (g) All necessary utility services including local telephone communications for the United Nations Secretariat officials. Long-distance telephone and telex communications with the United Nations should be made only when such communications are authorized by the senior official of the United Nations at the Course;
 - (h) Customs clearance and transportation from the port of entry to the site of the Course and return of all United Nations supplies and equipment required for the adequate functioning of the Course. The United Nations shall determine the mode of shipment of such equipment and supplies;
 - (i) Transportation between the airport and the Course areas and principal hotels for all participants and lecturers in the Course and United Nations officials responsible for the organization of the Course upon their arrival and departure, as well as transportation for visits to institutions and other activities organized in connection with the Course;
 - (j) Room, board and pocket money for up to fifteen participants from developing countries;
 - (k) Medical facilities adequate for first aid in emergencies within the Course area; for serious emergencies, the Government shall ensure immediate transportation and admission to a hospital;
 - (l) Security protection as may be required to ensure the efficient functioning of the Course free from interference of any kind. While such security services shall be under the direct supervision and control of the senior officer provided by the Government, this officer shall work in close cooperation with the designated official of the United Nations at the Course.

4. The Government shall provide, if possible within the Course area, bank, post-office, telephone, telex, and cable facilities, as well as a travel agency.

5. The Government shall provide adequate accommodation in hotels or residences at reasonable commercial rates for persons participating in, attending or servicing the Course.

Article V

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, shall be applicable in respect of the Course.

2. Participants attending the Course in pursuance of paragraph 1(a) and (b) of article II of this Agreement shall enjoy the privileges and immunities accorded to experts on mission under article VI of the Convention on the Privileges and Immunities of United Nations.

3. Officials of the United Nations participating in or performing functions in connection with the Course shall enjoy the privileges and immunities provided under articles V and VII of the Convention.

4. Representatives of the Specialized Agencies participating in the Course shall enjoy the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies.

5. The personnel provided by the Government under article IV, paragraph 3, above, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Course.

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

7. All participants and persons performing functions in connection with the Course shall have the right of unimpeded entry into and exit from the German Democratic Republic. Visas shall be granted free of charge and as speedily as possible. When applications are made four weeks before the opening of the Course, visas shall be granted not later than two weeks before the opening of the Course. If the application is not made at least two and a half weeks before the opening of the Course, visas shall be granted not later than three days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the Course are delivered at the airport of arrival to the participants who were unable to obtain them prior to their arrival.

8. The participants in the Course, referred to in article II above, officials of the United Nations responsible for the organization of the Course and experts on mission for the United Nations in connection with the Course shall have the right to take out of the German Democratic Republic at the time of their departure, without any restrictions, any unexpended portions of the funds they brought into the German Democratic Republic.

9. The Government shall allow the temporary importation, tax- and duty-free, of all equipment and shall waive import duties and taxes on supplies necessary for the Course. It shall issue without delay any necessary import and export permits for this purpose.

Article VI

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 paragraph 3(a) and (b) of article IV above;

(b) Injury to persons or damage to or loss of property caused by, or incurred in using, the transport services referred to in paragraph 3(i) of article IV;

(c) The employment for the Course of the personnel provided by the Government under article IV.

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

Article VII

SETTLEMENT OF DISPUTES

In case of a dispute concerning the interpretation or implementation of this Agreement the United Nations and the Government should seek a solution by consultations or negotiations or by some other mutually agreed method.

Article VIII

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 on the date it is signed on behalf of the United Nations and the Government of the German Democratic Republic and shall remain in force for the period of the Course or until such later date as may be necessary for the settlement of matters related to the Course.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the United Nations and the Government, respectively, have signed this Agreement in duplicate in the English language.

- (i) Exchange of letters between the United Nations and the Government of Nicaragua constituting an agreement on the status and privileges and immunities of the United Nations Observer Group in Central America. Signed at New York on 10 November 1989 and at Managua on 7 August 1990¹⁶

I

LETTER FROM THE UNITED NATIONS

10 November 1989

I have the honour to refer to Security Council resolution 644 (1989) of 7 November 1989 by which the Council decided to set up, under its authority, a United Nations Observer Group in Central America (hereinafter referred to as "ONUCA") with the terms of reference and structure referred to in the report of the Secretary-General to the Security Council contained in document S/20895 which was approved by the Security Council (copy enclosed). The Security Council requested the Secretary-General to take the necessary steps, in accordance with the above-mentioned report, to give effect to its decision to establish ONUCA.

In order to facilitate the fulfilment of its purposes, I propose that your Government, in implementation of its obligations under Article 105 of the Charter of the United Nations, extend to ONUCA, as an organ of the United Nations, its property, funds and assets and its officials the provisions of the Convention on the Privileges and Immunities of the United Nations, to which Nicaragua acceded on 29 November 1947. In view of the special importance of the functions which ONUCA will perform, I further propose that your Government extend to the Chief Military Observer the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law, and extend to the military personnel serving under the Chief Military Observer and their civilian support personnel, whose names shall be communicated to the Government for this purpose, the privileges and immunities accorded to experts performing missions for the United Nations under article VI of the Convention.

In addition to the foregoing, the privileges and immunities necessary for the fulfilment of the functions of ONUCA shall also include freedom of entry and exit, without delay or hindrance, of property, supplies, equipment and spare parts; unrestricted freedom of movement on land, sea and in the air of personnel, equipment and means of transport; unrestricted freedom of movement across the land, sea and air borders; the acceptance of United Nations registration of means of transport (on land, sea and in the air) and the United Nations licensing of the operators thereof; the right to fly the United Nations flag on United Nations premises, including ONUCA liaison office and verification centers, its vehicles, aircraft and vessels; and the right of unrestricted communication by radio, satellite or other forms of communication, within the area of ONUCA operations, with United Nations Headquarters and between ONUCA headquar-

ters in Tegucigalpa, Honduras, liaison offices and verification centers and to connect with the United Nations radio and satellite network, as well as by telephone, telegraph or other means.

It is understood that the Government of Nicaragua shall provide at its own expense, in agreement with the Chief Military Observer, all such premises as may be necessary for the accommodation and fulfilment of the functions of ONUCA, including office space for ONUCA liaison office and verification centers as well as the necessary space for the maintenance, service and parking/anchorage of aircraft and patrol boats. All such premises shall be inviolable and subject to the exclusive control and authority of the Chief Military Observer. Without prejudice to the use by the United Nations of its own means of transport and communication, it is understood that your Government shall, upon the request of the Chief Military Observer, provide, at its own expense, the means of transport and communication for ONUCA.

It is understood also that the Government of Nicaragua shall provide, upon the request of the Chief Military Observer, armed escort to protect ONUCA personnel during the exercise of their functions when in the opinion of the Chief Military Observer such escort is necessary.

If the above provisions meet with your approval, I would propose that this letter and your reply thereto constitute an agreement between the United Nations and Nicaragua to take effect as of the date of the arrival of the first element of ONUCA in Nicaragua, which date shall be confirmed to you by me.

...

(Signed) Javier PÉREZ DE CUÉLLAR

II

LETTER FROM THE MINISTER FOR FOREIGN AFFAIRS OF NICARAGUA

7 August 1990

I have the honour to refer to your letter of 10 November 1989 concerning the juridical status and privileges and immunities of the United Nations Observer Group in Central America (ONUCA) which has been set up in Nicaragua.

On behalf of the Government of Nicaragua, I have the pleasure to inform you that we accept the terms of your letter, on the basis of the following:

(a) In the third paragraph, where reference is made to “unrestricted freedom of the movement for personnel, equipment and means of land, sea and air transport; unrestricted freedom of movement across land, sea and air borders”, it is agreed that the reference is to freedom of movement within the ONUCA area of operations, and that this shall not affect the normal passport, visa and notification procedures and requirements for entry into the country.

It is also agreed that ONUCA personnel and their spouses and dependants shall enjoy immunity from immigration or foreign registry restrictions.

(b) In the fourth paragraph, where mention is made of premises for setting up ONUCA, it is agreed that the reference is to office space and other services required for the proper performance of the Group's functions.

(c) In the above-mentioned fourth paragraph, where reference is made to means of transport and communication which are to be provided by the Government of Nicaragua, it is agreed that these shall be provided, under exceptional circumstances, at the request of the Chief Military Observer.

In accordance with your proposal, the provisions set out in your letter of 10 November 1989 and this reply shall constitute an Agreement between the United Nations and the Government of Nicaragua on the juridical status and privileges and immunities of the United Nations Observer Group in Central America (ONUCA).

...

(Signed) Enrique Dreyfus MORALES
Minister for Foreign Affairs

3. AGREEMENTS RELATING TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

- (a) Agreement between the United Nations Development Programme and the Government of Denmark relating to the headquarters of the Inter-Agency Procurement Services Unit in Copenhagen.
Signed at New York on 25 January 1989¹⁷

The Government of Denmark and the United Nations Development Programme,

Considering that the United Nations Development Programme has accepted the offer of the Government of Denmark to provide expanded facilities in Copenhagen for the Inter-Agency Procurement Services Unit;

Considering that the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946, to which Denmark became a party on 10 June 1948, is ipso facto applicable to the Inter-Agency Procurement Services Unit;

Have agreed as follows:

Article I

DEFINITIONS

In the present Agreement,

(a) The expression "UNDP" means the United Nations Development Programme;

(b) The expression "IAPSU, Copenhagen" means UNDP, Inter-Agency Procurement Service Unit in Copenhagen;

(c) The expression "the Government" means the Government of Denmark;

(d) The expression “headquarters” means the premises occupied by IAPSU, Copenhagen, in accordance with provisions set forth from time to time in supplementary agreements;

(e) The expression “Administrator” means the Administrator of UNDP or his authorized representative;

(f) The expression “officials of UNDP” means the Administrator and all members of the staff of UNDP, with the exception of officials or employees who are locally recruited and assigned to hourly rates;

(g) The expression “Director of IAPSU, Copenhagen” means the senior official in charge of IAPSU, Copenhagen;

(h) The expression “officials of IAPSU, Copenhagen” means the Director and all members of the staff of IAPSU, Copenhagen, with the exception of officials or employees who are locally recruited and assigned to hourly rates;

(i) The expression “Convention” means the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946.

Article II

JURIDICAL PERSONALITY AND CAPACITY

The United Nations Development Programme acting through IAPSU, Copenhagen, shall have the capacity:

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

Article III

HEADQUARTERS

1. The Government recognizes the extra-territoriality of the headquarters seat, which shall be under the control and authority of IAPSU, Copenhagen, as provided in this Agreement.

2. Except as otherwise provided in this Agreement or in the General Convention, and subject to any regulation enacted under paragraph 5, the laws of Denmark shall apply within the headquarters seat.

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

4. The headquarters shall be inviolable. No official of the Government shall enter the headquarters to perform any duties except upon the consent of or at the request of the Director of IAPSU, Copenhagen, and under conditions approved by him.

5. IAPSU, Copenhagen, shall have the power to make regulations, operative within the headquarters seat, for the purpose of establishing therein conditions in all respects necessary for the full execution of its functions. No law of

Denmark which is inconsistent with a regulation of UNDP authorized by this paragraph shall, to the extent of such inconsistency, be enforceable within the headquarters seat. Any dispute between IAPSU, Copenhagen, and Denmark as to whether a regulation of UNDP is authorized by this section, or as to whether a law of Denmark is inconsistent with any regulation of UNDP authorized by this paragraph, shall promptly be settled by the procedure set out in article XII.

6. Juridical actions, including service of legal process and the seizure of private property, shall not take place within the headquarters, except with the consent of, and under conditions approved by, the Director of IAPSU, Copenhagen.

7. Without prejudice to the provisions of the Convention or this Agreement, IAPSU, Copenhagen, shall prevent the headquarters from being used as a refuge by persons who are avoiding arrest under any law of Denmark, who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process.

8. (a) The appropriate Danish authorities shall exercise due diligence to ensure that the tranquility of the headquarters is not disturbed by any person or groups of persons from attempting unauthorized entry into or creating disturbances in the immediate vicinity of the headquarters seat.

(b) If so requested by the Director of IAPSU, Copenhagen, the appropriate Danish authorities shall provide necessary assistance for the preservation of law and order in the headquarters and for the removal therefrom of persons as requested by the director of IAPSU, Copenhagen.

9. The appropriate Danish authorities shall make every possible effort to secure upon the request of the Director of IAPSU, Copenhagen, the public services needed by IAPSU, Copenhagen, including, without limitation by reason of this enumeration, postal, telephone, and telegraph services and power, water and fire protection services. Such public services shall be supplied on equitable terms.

10. In case of any interruption or threatened interruption of the aforesaid services, the appropriate Danish authorities shall consider the needs of UNDP as being of equal importance with those of essential agencies of the Government, and shall take steps accordingly to ensure that the work of UNDP is not prejudiced.

Article IV

FREEDOM OF ACCESS TO THE HEADQUARTERS

1. The competent Danish authorities shall not impede the transit to or from the headquarters of persons holding official posts therein or of persons invited thereto in connection with the official work and activities of UNDP upon their arrival in or departure from Denmark.

2. The Government undertakes, for this purpose, to allow the entry into and residence in Denmark of the persons listed hereunder during their assignment or during the performance of their duties for UNDP, without charging visa fees and without delay as well as exemption from any requirements of exit visa formalities upon departure from Denmark of:

(a) Representatives of states, representatives of United Nations organs, specialized or related agencies, and observers from intergovernmental, non-governmental and other organizations, with which UNDP has established official relations, invited or entitled to participate in conferences or meetings convened in Denmark by UNDP including alternate representatives or observers, advisers, experts and assistants, as well as their spouses and dependent members of their families;

(b) UNDP officials and experts on missions for UNDP, as well as their spouses and dependent members of their families;

(c) Officials of the United Nations or any of its specialized or related agencies who are assigned to work for UNDP and those who have official duties with IAPSU, Copenhagen, as well as their spouses and dependent members of their families;

(d) All persons invited to the headquarters on official business.

3. Without prejudice to the special immunities which they may enjoy, persons referred to in paragraph 2 above may not be forced by Danish authorities to leave Danish territory unless they abuse their recognized residence privileges by exercising an activity outside their official capacity, and subject to the provisions mentioned hereunder:

(a) No action to force the persons referred to in paragraph 2 above to leave Danish territory may be taken except with the prior approval of the Ministry of Foreign Affairs. Such approval shall be given only after consultation with the Administrator.

(b) Persons enjoying diplomatic privileges and immunities under this Agreement may not be requested to leave Danish territory except in accordance with the practice and procedures applicable to diplomats accredited to the Government;

(c) It is understood that persons referred to in paragraph 2 above shall not be exempt from application of quarantine or other health regulations.

Article V

COMMUNICATIONS FACILITIES

1. For all official postal, telephone, telegraph, telephoto, and electronic communications, the Government shall accord to IAPSU, Copenhagen, a treatment equivalent to that accorded to all other Governments including their diplomatic missions, or to other intergovernmental organizations in regard to any priorities, tariffs and charges on mail, cablegrams, telephotos, telephone calls and other communications, as well as such rates for news reported to the press and radio as may be accorded.

2. The Government shall secure the inviolability of the official correspondence of IAPSU, Copenhagen, and shall not apply any censorship to such correspondence. Such inviolability shall extend, without limitation by reason of this enumeration, to publication, still and moving pictures, films and sound recording dispatched to or by IAPSU, Copenhagen.

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

4. (a) The United Nations Development Programme is authorized to establish and operate at the headquarters facilities for electronic, high-frequency radio and satellite communications including point to point dedicated telecommunications with other United Nations Development Programme offices all over the world.

(b) With the agreement of the Government as may be included in a supplementary Agreement, the United Nations Development Programme may also establish and operate at the headquarters:

- (i) Its own short-wave sending and receiving radio broadcasting facilities (including emergency link equipment) which may be used on the same frequencies (within the tolerances prescribed for the broadcasting services by applicable Danish regulations), radiograph, radiotelephone and similar services;
- (ii) Such other radio facilities as may be specified by supplementary agreement between the United Nations Development Programme and the appropriate Danish authorities.

(c) The United Nations Development Programme shall make arrangements for the operation of the services referred to in this article with the International Telecommunication Union, the appropriate agencies of the Government and the appropriate agencies of other affected Governments with regard to all frequencies and similar matters.

(d) The facilities provided for in this Article may, to the extent necessary for efficient operation, be established and operated outside the headquarters with the consent of the Government.

Article VI

PROPERTY, FUNDS AND ASSETS

The Government shall apply to the property, funds and assets of IAPSU, Copenhagen, wherever they are and by whomsoever held the provisions of the Convention.

Article VII

DIPLOMATIC FACILITIES, PRIVILEGES AND IMMUNITIES

1. Representatives of States participating in conferences and meetings convened by IAPSU, Copenhagen, in Denmark shall, while exercising their functions and during their journey to and from Denmark, enjoy the privileges and immunities provided in article IV of the General Convention.

2. Without prejudice to the provisions of article VIII, paragraphs 1 and 3, the Administrator and the Director of IAPSU, Copenhagen, shall enjoy during their residence in Denmark the facilities, privileges and immunities granted to heads of diplomatic missions accredited in Denmark.

3. Other officials having the professional grade of P-5 and above, and such additional categories of officials as may be designated, in agreement with the Government and the Administrator on the ground of the responsibilities of their positions in IAPSU, Copenhagen, shall be accorded the same privileges and immunities, exemptions and facilities as the Government accords to members, having comparable rank, of the staff of heads of diplomatic missions accredited in Denmark.

4. The facilities, privileges and immunities granted to the representatives of States mentioned in paragraph 1 above and to the officials mentioned in paragraphs 2 and 3 above shall extend to their spouses and dependent members of their families.

Article VIII

OFFICIALS OF IAPSU, COPENHAGEN

1. Officials of IAPSU, Copenhagen, shall enjoy in Denmark the following privileges and immunities:

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

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

(c) Immunity from inspection of official baggage, and if the official comes within the scope of paragraph 2 or 3 of article VII, immunity from inspection of personal baggage;

(d) Exemption from taxation on the salaries and all other remuneration paid to them by the United Nations Development Programme;

(e) Exemption from military service obligations provided that, with respect to Danish nationals, such exemption shall be confined to officials whose names have, by reason of their duties, been placed upon a list compiled by the Administrator and approved by the Government;

(f) Exemption for themselves and for their spouses and dependent members of their families from immigration restrictions on alien registration procedures;

(g) In regard to foreign exchange, including holding accounts in foreign currencies, enjoyment of the same facilities as are accorded to members of comparable rank of diplomatic missions accredited to the Government;

(h) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their household as are accorded in time of international crises to members, having comparable rank, of the staff of heads of diplomatic missions accredited to Denmark;

(i) If they have been previously residing abroad, the right to import their furniture, personal effects and all household appliances, including one automobile, intended for personal use free of duty when they come to reside in Denmark, which privilege shall be valid for a period of one year from the date of arrival in Denmark;

(j) Officials of IAPSU, Copenhagen, except those who are locally recruited staff in the General Service or related categories, shall have the right to import, free of custom and excise duties, limited quantities of certain articles for personal consumption (food products, beverages, etc.) in accordance with a list to be approved by the Government of Denmark;

(k) Officials of IAPSU, Copenhagen, except those who are locally recruited staff in the General Service or related categories, shall have the right, once every three years, to import one motor vehicle free of customs and excise duties, including value added taxes, it being understood that permission to sell or dispose of the vehicle in the open market will normally be granted two years after its importation only. It is further understood that customs and excise duties will become payable in the event of the sale or disposal of such motor vehicle within three years after its importation to a person not entitled to this exemption.

2. The Government shall furnish persons within the scope of this Article with an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to Danish Authorities.

3. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant UNDP regulations and rules.

Article IX

EXPERTS ON MISSION FOR IAPSU, COPENHAGEN

1. Experts on mission for UNDP, other than the officials referred to in article VIII above, performing missions authorized by, serving on boards, committees or other organs of, or consulting at its request in any way with UNDP shall enjoy, within and with respect to Denmark, the following privileges and immunities so far as may be necessary for the effective exercise of their functions:

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

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

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

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

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

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

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

(h) The same immunities and facilities with respect to their personal and official baggage as the Government accords to members having comparable rank of the staff of heads of diplomatic missions accredited to Denmark.

2. (a) IAPSU, Copenhagen, shall communicate to the Government a list of persons within the scope of this article and shall revise such list from time to time as may be necessary;

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

3. The privileges and immunities referred to in articles VIII and IX are granted in the interests of UNDP and not for the personal benefit of the officials or experts themselves. The Administrator of UNDP shall waive the immunity granted to any official or expert whenever, in his opinion, such immunity would impede the course of justice and can be waived without prejudice to the interests of UNDP.

Article X

COOPERATION WITH THE APPROPRIATE DANISH AUTHORITIES

UNDP shall cooperate at all times with the appropriate authorities to facilitate the proper administration of justice, secure the observance of police regulations and avoid the occurrence of any abuse in connection with the facilities, privileges and immunities mentioned in this Agreement.

Article XI

LAISSEZ-PASSER

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

2. In accordance with the provisions of section 26 of the Convention, the Government shall recognize and accept the United Nations certificate issued to experts on mission for UNDP and other persons traveling on the business of UNDP. The Government further agrees to issue any required visas on such certificates.

Article XII

SETTLEMENT OF DISPUTES

1. Any dispute between UNDP and the Government concerning the interpretation or application of this Agreement or of any supplemental agreement or arrangement or any question affecting the headquarters or the relationship

between IAPSU, Copenhagen, and the Government, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators; one to be chosen by the Administrator, one to be chosen by the Minister for Foreign Affairs of Denmark, and the third, who shall be chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, such third arbitrator shall be chosen by the President of the International Court of Justice at the request of the Administrator of UNDP or the Government.

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

Article XIII

FINAL PROVISIONS

1. The provisions of this Agreement shall be considered supplementary to the provisions of the Convention. When a provision of this Agreement and a provision of the Convention deal with the same subject, both provisions shall be considered complementary whenever possible; both of them shall be applied and neither shall restrict the force of the other.

2. Consultations with respect to amendments to this Agreement shall be entered into at the request of either party and such amendments shall be made by mutual consent. If the consultations do not result in an understanding within one year the present Agreement may be terminated by either party on giving two years' notice.

3. This Agreement shall enter into force upon the date of the last signature.

(b) Agreement between the United Nations (United Nations Development Programme) and the Government of Ecuador concerning assistance by UNDP to the Government of Ecuador. Signed at Quito on 8 March 1989¹⁸

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

Whereas the Government of the Republic of Ecuador wishes to request assistance from UNDP for the benefit of its people;

Now therefore the Government of the Republic of Ecuador and UNDP (hereinafter referred to as 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 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 referred to as Project Documents) as the Parties may conclude to define in more detail the particulars of such assistance and the respective responsibilities of the Parties and the Executing Agency hereunder in regard to such projects.

2. Assistance shall be provided by UNDP under this Agreement only in response to requests submitted by the Government and approved by 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 UNDP.

Article II

FORMS OF ASSISTANCE

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

(a) The services of advisory experts and consultants, including consultant firms or organizations, selected by and responsible to 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 referred to as volunteers);

(d) Equipment and supplies not readily available in Ecuador (hereinafter referred to as 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 UNDP.

2. Requests for assistance shall be presented by the Government to UNDP through the UNDP resident representatives in the country (referred to in paragraph 4(a) of this article), and in the form and in accordance with procedures established by UNDP for such requests. The Government shall provide 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 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 UNDP directly to the Government, all references in this Agreement to an Executing Agency shall be construed to refer to UNDP, unless clearly inappropriate from the context.

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

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

Article 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. 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 Plans 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 con-

sultation 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 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 UNDP.

3. Any agreement between the Government and an Executing Agency concerning the execution of a 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 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 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 UNDP shall belong to UNDP unless and until such time as ownership thereof is transferred, on terms and conditions mutually agreed upon between the Government and UNDP, to the Government or to an entity nominated by it.

8. Patent rights, copyright rights, and other similar rights to any discoveries of work resulting from UNDP assistance under this Agreement shall be-

long to UNDP. Unless otherwise agreed by the parties in each case, however, the Government shall have the right to use any such discoveries of work within the country free of royalty or any charge of similar nature.

Article IV

INFORMATION CONCERNING PROJECTS

1. The Government shall furnish 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. 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 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 UNDP for this purpose.

4. Any information or material which the Government is required to provide to 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 UNDP to potential investors, unless and until the Government has requested UNDP in writing to restrict the release of information relating to such project.

Article V

PARTICIPATION AND CONTRIBUTION OF GOVERNMENT IN EXECUTION OF PROJECT

1. In fulfilment of the Government's responsibility to participate and cooperate in the execution of the projects assisted by 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;

(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 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 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 UNDP for any expenditures out of payments made under this provision.

5. Moneys payable to UNDP under the preceding paragraph shall be paid to an account designed for this purpose by the Secretary-General of the United Nations and shall be administered in accordance with the applicable financial regulations of 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 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 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 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, interpreters, translators, and related assistance;

(c) Transportation of personnel within the country;

(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 for volunteers;
- (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 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 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 with the country;
- (d) Postage and telecommunications for official purposes;
- (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. Moneys payable under the provisions of this article, other than under paragraph 2, shall be paid by the Government and administered by 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 with each other and the Executing Agency with a view to the effective coordination and utilization of assistance received by the Government from all sources. The obligations of the Government hereunder shall not be modified by any arrangements it may enter into with other entities cooperating with it in the execution of a project.

Article VIII

USE OF ASSISTANCE

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

Article IX

PRIVILEGES AND IMMUNITIES

1. The Government shall apply to the United Nations and its organs, including UNDP and United Nations subsidiary organs acting as UNDP Executing Agencies, their property, funds and assets, and to their officials, including the resident representatives 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. In case the International Atomic Energy Agency (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 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 UNDP, a Specialized Agency or IAEA who are not covered by paragraphs 1 and 2 above the same privileges and Immunities as officials of the United Nations, the Specialized Agencies concerned or IAEA under sections 18, 19, or 18 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the Specialized Agencies, or of the Agreement on the Privileges and Immunities of IAEA.

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

- (i) All papers and documents relating to a project in the possession or under the control of the persons referred to in paragraph 4(a) above shall be deemed to be documents belonging to the United Nations, the Specialized Agency concerned, or IAEA, as the case may be;
- (ii) Equipment, materials and supplies brought into or purchased or leased by those persons within the country for purposes of a project shall be deemed to be property of the United Nations, the Specialized Agency concerned, or 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 UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNDP assistance. It shall, in particular, grant them the following rights and facilities:

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

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

Article XI

SUSPENSION OR TERMINATION OF ASSISTANCE

1. 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 UNDP any circumstance arises which interferes with or threatens to interfere with the successful completion of the project or the accomplishment of its purposes. 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 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 UNDP to the Government and the Executing Agency, then at any time thereafter during the continuance thereof 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 UNDP may have in the circumstances, whether under general principals of law or otherwise.

Article XII

SETTLEMENT OF DISPUTES

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

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.

Article XIII

GENERAL PROVISIONS

1. This Agreement shall enter into force at the time of its signature and 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 UNDP and of any Executing Agency, or of any persons performing services on their behalf under this Agreement.

IN WITNESS WHEREOF, the undersigned representatives, duly authorized by the Government of the Republic of Ecuador and by the United Nations Development Programme respectively, have signed this Agreement on behalf of the Parties, in duplicate in the Spanish language, at Quito on 8 March 1989.

(c) Agreement between the United Nations (United Nations Development Programme) and the Government of Pakistan on the United Nations International Workshop on Oceanographic/Marine Space Information Systems, to be held at Karachi from 2 to 6 July 1989.¹⁹

The United Nations and the Government of Pakistan (hereinafter called “the Government”), desiring to give effect to the provisions of General Assembly resolution 37/90 of 10 December 1982 concerning the promotion of greater cooperation in space science and technology between developed and developing countries as well as among developing countries and for the greater exchange of actual experience, have agreed as follows:

Article I

PLACE, DATE AND LANGUAGE OF THE WORKSHOP

1. The United Nations International Workshop on Oceanographic/Marine Space Information Systems (hereinafter called “the Workshop”), co-sponsored by the Government, shall be held in Karachi, Pakistan.
2. The duration of the Workshop shall be from 2 to 6 July 1989.
3. The official language of the Workshop shall be English only.

Article II

PARTICIPATION IN THE WORKSHOP

1. Participation in the Workshop shall be open to the following:
 - (a) Suitably qualified persons nominated by governments of developing countries of the Indian Ocean region, accepted and invited for participation in the Workshop by the United Nations in consultations with the Government;
 - (b) Suitably qualified persons invited to the Workshop by the Government and accepted by the United Nations;
 - (c) Experts invited by the United Nations to serve as lecturers/instructors as well as to provide substantive contributions to the attainment of the objectives of the Workshop;
 - (d) Representatives of the United Nations, its specialized agencies and other appropriate organs of the United Nations.
2. The number of foreign participants from developing countries, referred to in paragraph 1(a) above, shall be limited to thirty (30).
3. The number of participants referred to in paragraph 1(b) shall be limited to thirty (30).

Article III

SERVICES TO BE PROVIDED BY THE UNITED NATIONS

1. The United Nations shall disseminate the necessary information and extend invitations to the participants referred in paragraph 1(a) of article II.
2. The United Nations shall provide at its expense the services of up to two officers of the Outer Space Affairs Division of the United Nations Secretariat; these officials shall be responsible for the organization of the Workshop on behalf of the United Nations.
3. The United Nations, in accordance with the provisions of General Assembly resolution 37/90, shall use the resources of its Space Applications Programme fellowship budget to cover the cost of round-trip air travel (economy class) to Karachi, Pakistan, as well as to provide an appropriate daily allowance for pocket money, for those in need among the participants referred to in paragraph 1(a) of article II.
4. The United Nations shall make arrangements as necessary to provide for the Workshop the services of the lecturers/instructors referred to in paragraph 1(c) article II.

Article IV

SERVICES TO BE PROVIDED BY THE GOVERNMENT

1. The Government shall act as host to the Workshop.
2. 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 Workshop as required under this Agreement.
3. The Government shall provide and defray the costs of:
 - (a) Appropriate premises for the conduct of the Workshop;
 - (b) Appropriate premises for offices, working areas and other related facilities for the United Nations Secretariat staff responsible for the Workshop, the Liaison Officer and the local personnel mentioned below;
 - (c) Adequate furniture and equipment for the premises referred to in subparagraphs (a) and (b) above, to be installed prior to the Workshop and maintained in good repair by appropriate personnel for the duration of the Workshop;
 - (d) Sound and audio-visual projection equipment as well as tape recorders and tapes as necessary, and technicians to operate them for the duration of the Workshop;
 - (e) Participation of lecturers/instructors invited by the Government;
 - (f) The services of two secretaries who can perform support functions in English for the duration of the Workshop, as well as office supplies necessary for the conduct of the Workshop;
 - (g) Preparation and dissemination of documentation relevant to the Workshop;
 - (h) Local personnel required for the proper conduct of the Workshop, including reproduction and distribution of working documentation relevant to the Workshop;
 - (i) All necessary utility services including local telephone communications for the United Nations Secretariat officials and their communications by telex with the United Nations Headquarters in New York. Telex communications shall be made only when such communications are authorized by the senior official of the United Nations at the Workshop;
 - (j) Customs clearance and transportation from the port of entry to the site of the Workshop and return of all United Nations supplies and equipment required for the adequate functioning of the Workshop. The United Nations shall determine the mode of shipment of such equipment and supplies;
 - (k) Transport between the airport and the Workshop areas and principal hotels for all the participants and lecturers/instructors in the Workshop and for United Nations officials responsible for the organization of the Workshop upon their arrival and departure, as well as transportation for visits to institutions and other activities organized by the Government in connection with the Workshop;
 - (l) Room and board for up to thirty (30) foreign participants from the developing countries at the Government's expense;
 - (m) Arrangement of adequate accommodation in hotels at reasonable commercial rates for persons other than those identified in subparagraph (l) above, and who are participating in, attending or servicing the Workshop at the expense of these same persons;

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

(o) Security protection as may be required to ensure the efficient functioning of the Workshop free from interference of any kind. While such security services shall be under the direct supervision and control of the senior officer provided by the Government, this officer shall work in close cooperation with the designated official of the United Nations at the Workshop.

Article V

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 shall be applicable in respect of the Workshop.

2. Participants attending the Workshop in pursuance of paragraph 1(a) and (c) of article II of this Agreement shall enjoy the privileges and immunities accorded to experts of mission under article VI of the Convention on the Privileges and Immunities of the United Nations.

3. Representatives of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under articles V and VII of the Convention.

4. Officials of the specialized agencies participating in the Workshop shall enjoy the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies.

5. Without prejudice to the preceding paragraphs of this article, all participants and all persons performing functions in connection with the Workshop shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Workshop.

6. All participants and all persons performing functions in connections with the Workshop shall have the right of unimpeded entry into and exit from Pakistan and no impediment shall be imposed on their transit to and from the Workshop area. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible, provided the request for such a visa or entry permit is submitted together with a copy of the United Nations invitation to the Workshop.

7. The participants in the Workshop, referred to in article II above, officials of the United Nations responsible for the organization of the Workshop and experts on mission for the United Nations in connection with the Workshop shall have the right to take out of Pakistan at the time of their departure, without any restrictions, any unexpended portions of the funds they brought into Pakistan in connection with the Workshop at the United Nations official rate prevailing when the funds were brought in.

8. The Government shall allow the temporary importation, tax- and duty-free, of all equipment and shall waive import duties and taxes on supplies nec-

essary for the Workshop. The Government shall issue without delay any necessary import and export permits for this purpose.

Article VI

LIABILITY

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 person or damage to or loss of property in the premises referred to in article IV that are provided by or are under the control of the Government;

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

(c) The employment for the Workshop of the personnel provided by the Government under article IV. The Government shall indemnify and hold harmless the United Nations and its personnel in respect of any such action, claim or other demand except where it is agreed that the claim or liability arises from the gross negligence or wilful misconduct of the above-mentioned individuals.

Article VII

SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement that is not settled by negotiation or other agreed mode of settlement shall be referred, at the request of either party, for final decision, to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Government and the third, who shall be the chairman, to be chosen by the first two, if either party fails to appoint an arbitrator within 60 days of the appointment by the other party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointment at the request of either party.

Article VIII

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

2. This Agreement shall enter into force on the date it is signed on behalf of the United Nations and the Government of Pakistan and shall remain in force for the period of the Workshop or until such later date as may be necessary for the settlement of matters to the Workshop.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the United Nations and the Government, respectively, have signed this Agreement in the English Language.

B. Treaty provisions concerning the legal status of intergovernmental organizations related to the United Nations

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES²⁰ APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947

In 1989, the following States acceded to the Convention or if already parties undertook by a subsequent notification to apply the provision of the Convention, in respect of the specialized agencies indicated below:

| <i>State</i> | <i>Date of receipt of instrument of accession or notification</i> | <i>Specialized agencies</i> |
|-----------------------------|---|-----------------------------|
| Federal Republic of Germany | 3 March 1989 | UNIDO |

As of 31 December 1989, 99 States were parties to the Convention.²¹

2. INTERNATIONAL MONETARY FUND

Executive Agency Agreement between the United Nations Development Programme and the International Monetary Fund. Signed in Noordwijk, Netherlands, on 16 July 1989.²²

The United Nations Development Programme and the International Monetary Fund (hereinafter called the “Parties”),

Considering that the General Assembly of the United Nations has established the United Nations Development Programme (hereinafter called “UNDP”) to support and supplement the national efforts of developing countries to accelerate their economic and social development,

Mindful of the desire of the General Assembly that organizations of the United Nations system should play the role of partners in this common endeavor,

Aware that the General Assembly has called upon the Administrator of UNDP to establish and maintain close and continuing relationships with the Specialized Agencies,

Conscious of the readiness of the International Monetary Fund (hereinafter called the “Executing Agency”) to participate in activities designed to give effect to the resolutions and decisions of the General Assembly in this matter,

Determined to enhance the effectiveness of the UNDP as an instrument of international development cooperation with developing countries,

Have agreed as follows:

Article I

SCOPE OF THIS AGREEMENT

The Parties hereby agree to join efforts and to maintain close and continuing working relationships in order to achieve their individual and common purposes. The Parties also recognize their separate and complementary roles within the United Nations system for the achievement of those purposes, and the Executing Agency agrees to carry out such relevant activities at the request of UNDP as the Executing Agency may accept. Those activities shall include the execution of specific UNDP technical cooperation activities with Governments. The relationship between the Parties in the execution of such UNDP cooperation activities shall be governed by this Agreement.

Article II

CONDITION OF CO-OPERATION ACTIVITIES

1. The basic conditions of execution of UNDP projects by the Executing Agency hereunder shall be those set forth in the relevant and applicable resolutions and decisions of the competent UNDP organs and such basic Agreements as UNDP may enter into with recipient Governments. The particular conditions of and the specifications relating to each such activity shall be as set forth in such Project Documents or other similar instruments (hereinafter called "Project Documents") as the UNDP, the Executing Agency and the recipient Government may conclude.

2. Activities financed by UNDP and executed by the Executing Agency shall be within the context of the technical assistance programme agreed to between the UNDP and recipient Governments.

3. The text of the Standard Basic Assistance Agreement with Governments in current use by UNDP is annexed to this Agreement. UNDP shall consult with the Executing Agency on any substantial variation in that text which it proposes to adopt for general use, and shall provide the Executing Agency with copies of individual signed Agreements.

Article III

THE UNDP RESIDENT REPRESENTATIVE

The Parties recognize that the UNDP Resident Representative in a country has full responsibility and ultimate authority on behalf of the Administrator of the UNDP for all aspects of the UNDP programme in the country concerned. The UNDP Resident Representative, in that capacity, acts as team leader in relation to the representatives of the agencies participating in the Programme. The Resident Representative also has the responsibility to assist the Government, as may be required, in coordinating the UNDP Programme with other national, bilateral and multilateral programmes within the country. For this purpose, the Executing Agency agrees to keep the Resident Representative informed to the extent feasible on the planning and formulation of its technical cooperation activities.

Article IV

PROJECT COOPERATION

The Parties hereto shall cooperate fully with one another and with the Government concerned in the execution of UNDP technical cooperation activities with a view to the realization of the objectives described in the Project Documents. The Parties shall consult with one another with respect to any matters which might affect the successful completion of any such activity.

Article V

INFORMATION REGARDING PROJECTS

1. The Parties shall from time to time exchange views with one another and with the Government on UNDP technical cooperation activities, including the progress and cost thereof and the benefits derived therefrom, and each shall comply with any reasonable request for information which the other may make in respect of such matters. The Executing Agency shall furnish the UNDP with periodic reports on the carrying out of UNDP technical cooperation activities at such times and in such forms as may be agreed by the Parties.

2. The UNDP and the Government may observe at any time the progress of any technical cooperation activities carried out by the Executing Agency under this Agreement, and the Executing Agency shall afford full facilities to the UNDP and the Government for this purpose.

3. The Parties recognize that the Executing Agency, under its Articles of Agreement, and UNDP under its Basic Standard Assistance Agreements with Governments, are bound to protect the confidentiality of certain information in their possession and thus agree in the implementation of this Article to respect such confidentiality.

Article VI

CONDITIONS OF PROJECT SERVICE

1. With a view to securing the highest standards of efficiency, competence and integrity in the execution of technical cooperation activities, UNDP shall develop general conditions of service for project staff in consultation with appropriate organs of the United Nations system. The Executing Agency agrees to give sympathetic consideration to the adoption of any such conditions of service recommended to it by UNDP.

2. The Executing Agency shall endeavor to the maximum extent possible to observe the principles of international competitive bidding when procuring goods or contracting services for UNDP technical cooperation activities, and shall give due regard to the need to make the fullest possible use of the various currencies available to UNDP.

3. All persons performing services for the Executing Agency as part of a technical cooperation activity shall in all cases meet the highest standard in terms of qualifications and acceptability.

Article VII

AGENCY STATUS AND ACCOUNTABILITY

In the execution of technical cooperation activities, the executing Agency shall have the status of an independent contractor vis-à-vis UNDP. The Executing Agency shall be accountable to UNDP for its execution of such activities.

Article VIII

INTELLECTUAL PROPERTY

Except where a Government and UNDP shall have agreed otherwise, patent rights, copyright rights, and other similar rights to any discoveries or work resulting from technical cooperation activities shall belong to UNDP, it being understood that the recipient Government shall have the right to use any such discoveries or work within the country free of royalty or any charge of a similar nature. The Executing Agency agrees to cooperate with UNDP in regard to such steps as UNDP may decide to take in each case concerning such rights.

Article IX

COSTS OF COOPERATION ACTIVITIES

1. UNDP undertakes to meet all costs directly incurred by the Executing Agency in the execution of technical cooperation activities, in the amounts set forth in the project budgets forming part of the Project Documents or otherwise agreed between the Parties. It further undertakes to provide the Executing Agency with advances of funds in such amounts and such currencies as will assist it in meeting current expenses of such activities.

2. UNDP undertakes to meet Executing Agency overhead costs covering the clearly identifiable additional expenses incurred by the Executing Agency in the provision of services to UNDP under this Agreement, in amounts determined in pursuance of such resolutions and decisions as the competent UNDP organs may adopt from time to time.

3. The Executing Agency shall be responsible for discharging all commitments and obligations incurred by it in the course of its execution of technical cooperation activities pursuant to this Agreement. UNDP shall not be responsible for any costs other than those for which it undertakes responsibility under paragraphs 1 and 2 of this article.

Article X

CURRENCY AND RATES OF EXCHANGE

1. The Parties shall consult from time to time regarding the use of currencies available to them, with a view to the effective utilization of such currencies.

2. The United Nations operational rate of exchange shall apply for currency conversions between UNDP and the Executing Agency under this Agreement.

Article XI

FINANCIAL RECORDS AND ACCOUNTS

1. The Executing Agency shall maintain accounts, records and supporting documentation relating to UNDP technical cooperation activities, including funds received and disbursed by the Executing Agency, in accordance with the Executing Agency's Financial Regulations and Rules insofar as applicable.

2. The Executing Agency shall furnish to UNDP periodic reports on the financial situation of such activities at such time and in such form as UNDP may reasonably request.

3. The Executing Agency shall cause an independent external auditor to examine and report on its (the Executing Agency's) accounts and records relating to UNDP technical cooperation activities, and shall make such independent external auditor's reports available to UNDP.

4. Without restricting the generality of the foregoing provisions, the Executing Agency shall as soon as possible after the close of each financial year of UNDP submit to UNDP audited statements of accounts showing the status of funds provided to it by UNDP to finance technical cooperation activities.

5. The Executing Agency shall close the accounts of each technical cooperation activity as soon as practical, but normally no later than twelve months after the completion of the work set out in the Project Documents or termination of the activity. Provisions shall be made for unliquidated obligations valid at the closing of the accounts.

Article XII

SUSPENSION OR TERMINATION OF ASSISTANCE

1. The parties hereto recognize that the successful completion and accomplishment of the purpose of a technical cooperation activity are of paramount importance, and that UNDP may find it necessary to terminate a UNDP technical cooperation activity, or the responsibility of the Executing Agency for execution of such technical cooperation activity, should circumstances arise which jeopardize successful completion or the accomplishment of the purposes of such an activity. The provisions of this article shall apply to any such situations.

2. UNDP shall consult with the Executing Agency if any circumstances arise which, in the judgement of UNDP, interfere or threaten to interfere with the successful completion of a technical cooperation activity, or the accomplishment of its purposes. The Executing Agency shall promptly inform UNDP of any such circumstances which might come to its (the Executing Agency's) attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the Executing Agency where such circumstances are attributable to it or within its responsibility or control.

3. UNDP may at any time after occurrence of the circumstances in question and appropriate consultations suspend the execution of the technical cooperation activity concerned by written notice to the Executing Agency and the Government, without prejudice to the initiation or continuation of any of the measures envisaged in the preceding paragraph. UNDP may indicate to the Executing Agency and the Government the conditions under which it is prepared to authorize a resumption of execution of the technical cooperation activity concerned.

4. If the cause of suspension is not rectified or eliminated within fourteen days after UNDP shall have given notice of suspension to the Government and/or the Executing Agency, UNDP may, by written notice at any time thereafter during the continuation thereof:

- (a) Terminate the technical cooperation activity concerned, or
- (b) Terminate the Executing Agency's execution of such activity, and take over its execution or entrust it to another Executing Agency, with effect from the date specified in the written notice from UNDP.

5. (a) In the event of any termination under the preceding paragraph, UNDP shall reimburse the Executing Agency for all costs it may incur or may have incurred (and for which provision has been made in the Project Documents) to execute the technical cooperation activity concerned up to the effective date of the termination, including:

- (i) Such proportion of the Executing Agency overhead costs allowable for the activity (if any) as the amount expended on such activity by the Executing Agency (counted to the effective date of termination) bears to the entire UNDP allocation on the activity (as determined in the Project Documents);
- (ii) Reasonable costs of winding up its execution of the technical cooperation activity.

Reimbursement to the Executing Agency under this provision when added to amounts previously remitted to it by UNDP in respect of the activity shall not exceed the total UNDP allocation for such activity.

(b) In the event of transfer of the Executing Agency's responsibilities for execution of a technical cooperation activity either to UNDP or to another Executing Agency, the Executing Agency shall cooperate with UNDP in the orderly transfer of such responsibilities.

6. The Executing Agency may withdraw from execution of any UNDP technical cooperation activity if it deems that conditions have developed which compromise or prevent the Executing Agency's successful accomplishment of its role under the Project. In the event of the Executing Agency's withdrawal from execution under this paragraph, and unless the Parties agree otherwise, UNDP shall reimburse the Executing Agency for costs it may have incurred or may reasonably incur on the basis of legal commitments entered into (and for which provision has been made in the Project Documents) to execute the technical cooperation activities concerned up to the effective date of the withdrawal. The Parties shall consult as to the amounts to be paid in connection with such withdrawal.

Article XIII

WAIVER OF IMMUNITIES

In the event the Executing Agency retains the services of operational experts or consultant firms or organizations to assist it in the execution of a technical cooperation activity, the privileges and immunities to which any such operational expert or firm or organization and its personnel may be entitled under any agreement between UNDP and a Government may be waived by the Executing Agency where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the successful completion of the activity concerned or to the interests of UNDP or the Executing Agency; the Executing Agency shall give sympathetic consideration to the waiver of such immunity in any case in which UNDP so requests. Nothing in this provision shall be construed to affect any rights of waiver of such immunities which UNDP may have under any relevant agreements between UNDP and recipient Governments and/or under general principles of law.

Article XIV

GENERAL PROVISIONS

1. This Agreement shall enter into force upon signature, and shall continue in force until terminated under paragraph 5 below.

2. This Agreement may be modified by written agreement between UNDP and the Executing Agency hereto.

3. Any relevant matter for which no provision is made in this Agreement, or any controversy between UNDP and the Executing Agency, shall be settled by negotiation between the Parties, within the context of the relevant resolutions and decisions of the respective governing bodies of each Party.

4. In case any matters are not resolved by negotiation, either Party shall have the option to request the appointment of a conciliator or arbitrator by the President of the International Court of Justice. The procedure of the conciliation or arbitration shall be fixed, in consultation with the Parties, by the conciliator or arbitrator. The recommendation of the conciliator or the arbitral award shall contain a statement of the reasons on which it is based. The Parties shall give due consideration to the recommendation of a conciliator and abide by an arbitral award. The expenses of the conciliation or arbitration shall be borne equally by the Parties.

5. This Agreement may be terminated by either UNDP or the Executing Agency by written notice to the other and shall terminate sixty days after receipt of such notice, provided that termination shall become effective with respect to ongoing technical cooperation activities only with the concurrence of both UNDP and the Executing Agency.

6. The provisions of this Agreement shall survive its termination to the extent necessary to permit an orderly settlement of accounts between UNDP and the Executing Agency and, if appropriate, with each Government concerned.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed the present Agreement, in duplicate, on the dates and at the places indicated below their respective signatures.

3. UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

- (a) Memorandum of understanding concerning the integration of the United Nations Industrial Development Organization (UNIDO) field service within the United Nations Development Programme (UNDP) field office. Signed at New York on 5 April 1989 and at Vienna on 12 April 1989²³

1. The present Memorandum of Understanding is concluded between UNDP and UNIDO regarding the integration of the UNIDO field service within the UNDP field office. The Memorandum of Understanding implements decisions 87/48 and 88/45, part B, of the Governing Council of UNDP and Decision IBD.4/Dec.10 of the Industrial Development Board of UNIDO on the SIDFA programme and replaces the "Memorandum of Agreement concerning the establishment of a UNIDO field service at the country level to be integrated within the UNDP field offices" undersigned by UNDP and UNIDO on 3 October 1967. The Memorandum also takes into account UNIDO's Standard Basic Cooperation Agreement with Governments receiving assistance from UNIDO and the Standard Basic Assistance Agreement between UNDP and Governments. The Annex to this Memorandum shall be considered to be an integral part of this Memorandum of Understanding.

2. The purposes of the arrangements described below are:

(a) To achieve with respect to the UNIDO field staff and activities a desirable degree of coordination with and integration within the field offices of UNDP Resident Representatives, particularly in respect to efforts aimed at expanding operational activities in the industrial field;

(b) To provide, as required, the services of qualified Senior Industrial Development Field Advisers (SIDFAs) [to be renamed UNIDO Country Directors (UCDs), if this change of title is approved by UNDP's Governing Council and UNIDO's Industrial Development Board], on matters of industrial development to recipient governments and to Resident Representatives, as well as support and guidance to UNIDO experts on technical cooperation activities; and

(c) To assure for UNIDO an adequate channel of communication with Member States on matters outside the scope of UNDP-sponsored activities, as well as with the United Nations economic commissions and with other regional and subregional organizations.

3. The status and responsibilities of the UNDP Resident Representative and the SIDFA (UCD) shall be as follows:

(a) The UNDP Resident Representative is the UNIDO Representative in the country or countries of their assignment. UNIDO will appoint, after consultation with the concerned Governments and the UNDP, SIDFAs (UCDs) who will have the function of Deputy to the UNIDO Representatives and who will be responsible for the industrial sector of the UNDP country programme, under the general direction of the UNDP Resident Representative/UNIDO Representative, and will act as Senior Advisers on industrial matters to Governments;

(b) The SIDFA (UCD) shall receive instructions from and report directly to UNIDO on matters pertaining to the formulation, implementation and evaluation of UNIDO financed projects, and on other matters of direct concern to UNIDO. In such matters the SIDFA (UCD) shall be the principal channel of communication between UNIDO and the Government. He will duly inform the Resident Representative of such contacts, as outlined in paragraph 5 below;

(c) The UNDP Representatives will be briefed by UNIDO on their functions and responsibilities as UNIDO Representatives. When discharging functions on matters of concern to UNIDO they will be guided by the rules and regulations of UNIDO and instructions provided by its Director-General;

(d) Contacts on matters within the sphere of interest of UNDP with the central organs of the recipient Government (e.g., Head of State, Prime Minister, Ministry of Foreign Affairs, central coordinating authority) would be principally reserved for the UNDP Resident Representative, who would associate the SIDFA (UCD) in such contacts when the matter specifically affects the sphere of activities of UNIDO;

(e) In matters related to coordination at the field level, the UNDP Resident Representative and UN Resident Coordinator will involve the SIDFA (UCD) in the field of industry in ways similar to the involvement of other UN Agency Representatives in their respective fields.

4. Under the general direction of the UNDP Resident Representative the SIDFA (UCD) will bear the main responsibility for the industrial development policy aspects in the UNDP field office. In particular the SIDFA (UCD) will be responsible for the following functions:

(a) Direct contacts with the technical authorities of the recipient governments on policy matters as well as on matters of the programming, execution and evaluation of industrial cooperation projects;

(b) Contact with and guidance to UNIDO experts;

(c) Under the general guidance of the UNDP Resident Representative, coordinate activities within the offices of the UNDP Resident Representative with respect to operations in the industrial sector of the country programme including coordination with other international and bilateral agencies.

5. On matters concerning UNDP not dealt with in paragraph 3(d) of this Memorandum, the SIDFAs (UCDs) will copy their correspondence to the UNDP Resident Representative and on matters not concerning the UNDP they would keep the UNDP Resident Representative fully informed.

6. SIDFAs (UCDs) will be required to possess technical and management qualifications and expertise in the field of industry.

7. The core activities of SIDFAs (UCDs) will comprise the following:

- Project development and programming;
- Project implementation;
- Provision of policy and technical advice to Resident Representatives;
- Provision of policy advice to the Government in general;
- Assistance to Governments in problem and needs identification and assessment, either in providing solutions or in arranging to provide solutions for them;

- Provision of advice both of a policy and technical nature for regions and subregions. It is envisaged here that SIDFAs (UCDs), in addition to their normal duties, would take on special advisory roles throughout the region;
 - Supporting UNIDO activities and programmes such as economic and technical cooperation among developing countries (ECDC/TCDC), investment promotion, system of consultations, integration of women into industrial development, rural development, technology transfer and industrial information;
 - Establishment and maintenance of contacts with non-governmental organizations and UNIDO national committees;
 - Coordination of industrial project activities in the field;
 - Coverage, on behalf of UNIDO, of conferences, seminars and meetings in the country.
8. Other functions related to the specific host country or countries will be listed in a specific job description to be issued by UNIDO, after consultation with the UNDP Resident Representative. The job description will be revised according to the changing needs of the specific host country or countries.
9. In addition to the responsibilities of the SIDFAs (UCDs) within the countries of duty stations, SIDFAs (UCDs) will be required to cover other countries through periodic visits. The UNDP field offices of such other countries will provide SIDFAs (UCDs) with all necessary facilities to accomplish their missions. As in the duty stations, SIDFAs (UCDs) will contact relevant government authorities to provide advice and assistance in the programming, execution and evaluation of UNIDO projects.
10. In addition to the SIDFAs (UCDs), UNIDO will place Junior Professional Officers (JPOs) in the countries of the duty stations of SIDFAs (UCDs) and also in other countries, whether under the coverage of SIDFAs (UCDs) or not. The arrangements for the implementation of the UNIDO JPO programme are outlined in a separate “Memorandum of Understanding between UNIDO and UNDP covering Junior Professional Officers as Assistants to the SIDFA (UCD)”, the relevant provisions of which are as follows:
- (a) In the duty stations where a SIDFA (UCD) has been appointed, UNIDO JPOs are directly attached to the SIDFA (UCD) offices working under the supervision of the SIDFA (UCD) and acting as Assistants to the SIDFA (UCD);
 - (b) In other countries JPOs will primarily deal with all aspects of UNIDO’s programme under the supervision of the UNDP Resident Representative and in consultation with the responsible SIDFA (UCD). The JPO will keep the SIDFA (UCD) informed of ongoing activities and will assist the SIDFA (UCD) during visits to the country.
11. UNDP and UNIDO will jointly and periodically review the duty stations of SIDFAs (UCDs) in order to ensure their optimal utilization.
12. SIDFAs (UCDs) shall be recruited from among the most qualified candidates, including UNIDO Headquarters staff members and present or former project chief technical advisers and senior experts. UNIDO will consult with UNDP and concerned Governments before selecting SIDFAs (UCDs). SIDFAs (UCDs) will be appointed by the Director-General of UNIDO and will hold contracts, independent of the sources of financing, under the rules, regulations and administrative instructions governing the 200 series staff rules of UNIDO.

13. UNIDO will be responsible for the personnel and financial administration of the SIDFA (UCD) Programme, including funds allocated by the UNDP Governing Council under the Sectoral Support Programme, the biennial budget of UNIDO and any voluntary contribution provided by donor or host countries for this purpose.

14. All established SIDFA (UCD) posts will be administered according to the same procedures, regardless of the source of funds from which the post is financed. Such procedures will be based on the staff and financial rules and regulations of UNIDO.

15. The financial arrangements for the SIDFA (UCD) Programme are as follows:

(a) UNDP will transfer to UNIDO \$16 million allocated for this purpose for the period from January 1987 to December 1991 by the UNDP Governing Council in its Sectoral Support Programme. The transfers will be made on a quarterly basis in advance through the mechanism of the operating financial statement and the amount will be tailored to actual costs of SIDFAs (UCDs), local staff and other related expenditures in agreed upon duty stations;

(b) In conformity with present practice UNIDO will make provisions in its biennial budget for the funding of a number of SIDFA (UCD) posts and related costs including costs of locally recruited staff. UNIDO will also solicit specific contributions from donors for this purpose. From these sources UNIDO will endeavour to continue to fund — as a minimum — the present number of posts until the end of 1991.

(c) Host countries, generally excluding the least-developed countries, will be expected to contribute, in local currency and/or in kind, to the local support costs of the SIDFA (UCD) offices, such as salaries of secretaries and drivers; rental of premises; telephone and communication costs and transportation facilities for the travel of SIDFAs (UCDs) within the country. In approaching the Governments concerned, UNDP or UNIDO, as the case may be, will ensure that a clear distinction is made between the SIDFA (UCD) contribution and Government contribution towards local office costs (GLOC). Arrangements regarding contributions towards local SIDFA (UCD) costs by the Government concerned shall, when possible, be made before the appointment of a SIDFA (UCD);

(d) In order to facilitate the quarterly transfer of resources UNIDO will provide quarterly expenditure reports against the sectoral allocation. In addition UNIDO will provide annually income and expenditure figures for the part of the SIDFA (UCD) programme funded via its own biennial budget and specific donor contributions in order to satisfy the reporting requirements specified in GC 87/48;

(e) In case of termination of this Memorandum of Understanding any costs attributable to the abolition of posts or for the settlement of claims and payments of termination of a SIDFA (UCD) shall be charged to the source of funding of the post before the termination.

16. The arrangements for the personnel administration of the SIDFA (UCD) Programme are as follows:

(a) The Resident Representative is requested to make every effort to ensure that the SIDFA (UCD) be provided with the diplomatic privileges and immunities applicable to other United Nations agency representatives in the countries of assignment;

(b) Support staff (secretaries, drivers, etc.) financed under the SIDFA (UCD) Programme may either hold contracts with UNIDO or with UNDP, as determined by the practices of a given field office;

(c) Staff in the UNDP field office dealing with the industrial sector, such as JPOs, national programme officers (NPOs), secretarial and clerical staff, will report to the SIDFA (UCD);

(d) UNIDO will encourage and facilitate the assignment of its headquarters staff as SIDFAs (UCDs). UNIDO in filling vacant posts at its headquarters would consider the candidature of interested SIDFAs (UCDs). The Director-General will determine the duration of the headquarters staff assignment as SIDFAs (UCDs);

(e) The performance evaluation of the SIDFA (UCD) and support staff holding UNIDO contracts is subject to UNIDO's evaluation system. The UNDP Resident Representative, at the request of UNIDO, will provide once a year a performance evaluation report, which will assist UNIDO in determining contract extension, reclassification and promotion of SIDFAs (UCDs). The recourse procedure regarding performance evaluation would be conducted by UNIDO in accordance with its established procedures.

17. Should any question of interpretation under this Memorandum arise at the field level, which cannot be settled by mutual agreement between the Resident Representative and the SIDFA (UCD), either official may refer the matter to UNDP and UNIDO Headquarters for joint clarification and decision by UNDP and UNIDO.

18. This Memorandum of Understanding shall enter into force upon signature. It supersedes the previously applicable Memorandum of Agreement Concerning the Establishment of a UNIDO Field Service at the Country Level to be Integrated within UNDP Field Offices, signed on 3 October 1967.

19. This Memorandum of Understanding will terminate at the end of the current UNDP development cooperation cycle, if either party so requests by giving four months' notice to the other party. Failing such notice, the Memorandum of Understanding shall continue to apply.

20. The parties shall conduct a review of the terms of the present Memorandum of Understanding at mid-term of the fifth UNDP development cooperation cycle, i.e., 1990.

ANNEX

The UNDP Resident Representative

The Parties recognize that the UNDP Resident Representative in a country has full responsibility and ultimate authority on behalf of the Administrator of UNDP for all aspects of UNDP programmes in the country concerned. UNIDO further recognizes the Resident Representative as the central channel of communication between the Programme and the Government for all aspects of UNDP's programmes in the country concerned. UNIDO agrees to consult the Resident Representative and to keep him or her fully informed of the formulation, implementation and evaluation of technical cooperation activities or projects financed by UNIDO. The UNDP country programming process should be taken into consideration as a frame of reference for the technical cooperation activities financed by UNIDO from its own resources. The term Resident Representative as used in this Agreement includes a regional representative and officer in charge of a UNDP field office, and any other official performing the functions of a Resident Representative.

- (b) Cooperation Agreement between the United Nations Industrial Development Organization and the World Health Organization. Signed at Geneva on 19 April 1989²⁴

Article 1

COOPERATION AND CONSULTATION

With a view to facilitating the effective attainment of the objectives set forth in their respective Constitutions, the United Nations Industrial Development Organization (hereinafter referred to as “UNIDO”) and the World Health Organization (hereinafter referred to as “WHO”) agree that, within the general framework established by the Charter of the United Nations and by their respective Constitutions, they shall act in close cooperation with each other and they shall consult with each other regularly in regard to matters of common interest.

Article 2

RECIPROCAL REPRESENTATION

1. Representatives of WHO shall be invited to attend the sessions of the General Conference and of the Industrial Development Board of UNIDO and to participate without vote in the deliberations of each of these bodies on matters of particular concern to WHO.

2. Representatives of UNIDO shall be invited to attend the sessions of the Executive Board of WHO and the World Health Assembly and to participate without vote in the deliberations of each of these bodies on matters of particular concern to UNIDO.

Article 3

PROPOSAL OF AGENDA ITEMS

Upon request by the other organization, and after such preliminary consultations as may be necessary, each organization shall include in the provisional agenda of the session respectively referred to in article 2, paragraphs 1 and 2, any question which has been submitted to it by the other organization.

Article 4

EXCHANGE OF INFORMATION AND DOCUMENTS

Subject to such arrangements as may be necessary for the safeguarding of confidential material, the fullest and promptest exchange of information and documentation shall be made between UNIDO and WHO. The information so provided shall in particular cover all projected activities and all programmes of work which may be of interest to the other party.

Article 5

COOPERATION BETWEEN SECRETARIATS

The Secretariat of UNIDO and the Secretariat of WHO shall maintain a close working relationship in accordance with such arrangements as may have been agreed upon from time to time between the Directors-General of UNIDO and WHO.

Article 6

UNIDO/WHO JOINT COMMITTEES

1. UNIDO and WHO may refer to a joint committee any questions of common interest which it may appear desirable to refer to such a committee.
2. Any such joint committee shall consist of representatives appointed by each organization, the number to be appointed by each being decided by agreement between the two organizations.

Article 7

STATISTICAL SERVICES

UNIDO and WHO agree to keep each other informed of their work in the field of statistics and to consult each other in regard to all statistical projects dealing with matters of common interest.

Article 8

PERSONNEL ARRANGEMENTS

WHO and UNIDO agree to cooperate in order to facilitate the interchange of staff and to promote efficiency and effective coordination of their respective activities. Such cooperation shall be in accordance with the Inter-Organization Agreement concerning Transfer, Secondment or Loan of Staff among the Organizations Applying the United Nations Common System of Salaries and Allowances.

Article 9

FINANCING OF SPECIAL SERVICES

If compliance with a request for assistance made by either organization to the other would involve substantial expenditure for the organization complying with the request, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

Article 10

IMPLEMENTATION OF THE AGREEMENT

The Directors-General of UNIDO and WHO may enter into such arrangements for the implementation of this Agreement as may be found desirable in the light of the operating experience of the two organizations.

Article 11

NOTIFICATION TO THE UNITED NATIONS AND FILING AND RECORDING

1. In accordance with their respective agreements with the United Nations, UNIDO and WHO shall inform the United Nations forthwith of the terms of the present Agreement.

2. On the coming into force of the present Agreement in accordance with the provisions of article 13, it shall be communicated to the Secretary-General of the United Nations for filing and recording.

Article 12

REVISION AND TERMINATION

1. This Agreement shall be subject to revision by agreement between UNIDO and WHO.

2. It may be terminated by either party on 31 December of any year by written notice given not later than 30 June of that year.

Article 13

ENTRY INTO FORCE

This Agreement shall enter into force upon having been approved by the Industrial Development Board of UNIDO and the World Health Assembly of WHO and signed by the Directors-General of UNIDO and WHO, respectively.

IN WITNESS WHEREOF the Director-General of the World Health Organization and the Director-General of the United Nations Industrial Development Organization have affixed their signature to two authentic texts of this Agreement, in English and French each, the texts in English and French being equally authoritative.

- (c) Cooperation Agreement between the United Nations Industrial Development Organization and the United Nations Educational, Scientific and Cultural Organization. Signed at Paris on 22 April 1989 and at Vienna on 5 June 1989.²⁵

The United Nations Educational, Scientific and Cultural Organization and the United Nations Industrial Development Organization,

Considering that UNESCO was created for the purpose of advancing, through the educational and scientific and cultural relations of the peoples of the world, the objectives of international peace and of the common welfare of mankind for which the United Nations was established and which its Charter proclaims,

Considering that the primary objective of the United Nations Industrial Development Organization is the promotion and acceleration of industrial development in the developing countries with a view to assisting in the establishment of a new international economic order,

Wishing to coordinate their efforts, in consideration of their common objectives, within the framework of the Charter of the United Nations, the Constitution of UNESCO and the Constitution of UNIDO,

Having regard to decision 7.2 adopted by the Executive Board of UNESCO at its 126th session and decision CG.1/Dec.41 by which the General Conference of UNIDO at its first session (Vienna, 9-13 December 1985) adopted directives concerning the conclusion of agreements with intergovernmental organizations of the United Nations system,

Have agreed as follows:

Article I

COOPERATION AND CONSULTATION

The United Nations Industrial Development Organization and the United Nations Educational, Scientific and Cultural Organization agree that, with a view to facilitating the effective attainment of the objectives set forth in their respective constitutional instruments, within the general framework established by the Charter of the United Nations, and in accordance with their respective fields of competence they will act in close cooperation with each other and they will consult with each other regularly in regard to matters of common interest.

Article II

RECIPROCAL REPRESENTATION

1. Representatives of the United Nations Educational, Scientific and Cultural Organization shall be invited to attend the General Conference of the United Nations Industrial Development Organization and to participate without vote in the deliberations of that body on matters of particular concern to the United Nations Educational, Scientific and Cultural Organization.

2. Representatives of the United Nations Industrial Development Organization shall be invited to the General Conference of the United Nations Educational, Scientific and Cultural Organization and to participate without vote in the deliberations of that body on matters of particular concern to the United Nations Industrial Development Organization.

3. Representatives of the United Nations Educational, Scientific and Cultural Organization shall be invited to attend the sessions of the Industrial Development Board and to participate without vote in the deliberations of that body on matters of particular concern to the United Nations Educational, Scientific and Cultural Organization.

4. Representatives of the United Nations Industrial Development Organization shall be invited to attend the sessions of the Executive Board of the United Nations Educational, Scientific and Cultural Organization and participate without vote in the deliberations of that body on matters of particular concern to the United Nations Industrial Development Organization.

5. Appropriate arrangements shall be made by agreement from time to time for the reciprocal representation of the United Nations Industrial Development Organization and the United Nations Educational, Scientific and Cultural Organization at other meetings convened under their respective auspices which consider matters of interest to the other organization.

Article III

PROPOSAL OF AGENDA ITEMS

Upon request by the other organization, and after such preliminary consultations as may be necessary, the secretariat of each organization shall include in the provisional agenda of the sessions respectively referred to in article II, paragraphs 3 and 4, any question which has been submitted to it by the other organization. Items submitted by either party for consideration by the other shall be accompanied by an explanatory memorandum.

Article IV

EXCHANGE OF INFORMATION AND DOCUMENTS

Subject to such arrangements as may be necessary for the safeguarding of confidential material, the secretariat of the United Nations Industrial Development Organization and the Secretariat of the United Nations Educational, Scientific and Cultural Organization shall keep each other fully informed concerning all projected activities and all programs of work which may be of interest to the other party.

Article V

COOPERATION BETWEEN SECRETARIATS

1. The Secretariat of the United Nations Industrial Development Organization and the Secretariat of the United Nations Educational, Scientific and Cultural Organization shall maintain a close working relationship in accordance with such arrangements as may have been agreed upon from time to time by the

Directors-General of the United Nations Industrial Development Organization and of the United Nations Educational, Scientific and Cultural Organization.

2. In particular, it is agreed that mechanisms should be established to ensure that close cooperation is encouraged between those staff members of both organizations who are engaged in the implementation of specific programmes and actions, *inter alia*, to avoid duplication of activities and programmes.

Article VI

STATISTICAL SERVICES

1. The United Nations Industrial Development Organization and the United Nations Educational, Scientific and Cultural Organization agree to strive, within the framework of the general arrangements for statistical cooperation made by the United Nations, for maximum cooperation with a view to the most efficient use of their technical personnel in their respective collection, analysis, publication, standardization, improvement and dissemination of statistical information. They recognize the desirability of avoiding duplication in the collection of statistical information whenever it is practicable for either of them to utilize information or materials which the other may have available or may be specially qualified and prepared to collect, and agree to combine their efforts to secure the greatest possible usefulness and utilization of statistical information and to minimize the burdens placed upon national governments and other organizations from which such information may be collected.

2. The United Nations Industrial Development Organization and the United Nations Educational, Scientific and Cultural Organization agree to keep each other informed of their work in the field of statistics and to consult each other in regard to all statistical projects dealing with matters of common interest.

Article VII

PERSONNEL ARRANGEMENTS

The United Nations Industrial Development Organization and the United Nations Educational, Scientific and Cultural Organization agree that the measures to be taken by them, within the framework of any general arrangements for cooperation, in regard to personnel matters which are made by the United Nations, will include:

- (a) Measures to avoid competition in the recruitment of their personnel;
- (b) Measures to facilitate interchange of personnel on a temporary or permanent basis, in appropriate cases, in order to obtain the maximum benefit from their services, making due provision for the protection of the seniority, pension and other rights of the personnel concerned;
- (c) Measures to avoid duplication of entitlements and other benefits as provided in the relevant Staff Regulations and Rules in cases where the husband or wife of a staff member of one of the organizations is employed by the other organization.

Article VIII

FINANCING OF SPECIAL SERVICES

If compliance with a request for assistance made by either organization to the other would involve substantial expenditure for the organization complying with the request, consultation shall take place with a view to determining the most equitable manner of meeting such expenditure.

Article IX

IMPLEMENTATION OF THE AGREEMENT

1. The Directors-General of the United Nations Industrial Development Organization and the United Nations Educational, Scientific and Cultural Organization may enter into such working arrangements for the implementation of this Agreement as may be found desirable in the light of the operating experience of the two organizations.

2. The arrangements provided for in the foregoing articles of this Agreement shall apply as far as appropriate to the relations between such branch or regional offices as may be established by the two organizations, as well as between their central machinery.

Article X

NOTIFICATION TO THE UNITED NATIONS

1. In accordance with their respective agreements with the United Nations, the United Nations Industrial Development Organization and the United Nations Educational, Scientific and Cultural Organization will inform the Economic and Social Council forthwith of the terms of the present Agreement.

2. On the coming into force of the present Agreement in accordance with the provisions of article XII, it will be communicated to the Secretary-General of the United Nations for filing and recording in pursuance of article 10 of the regulations adopted by the General Assembly of the United Nations on 14 December 1946 to give effect to Article 102 of the Charter of the United Nations.

Article XI

REVISION AND TERMINATION

1. This Agreement shall be subject to revision by agreement between the United Nations Industrial Development Organization and the United Nations Educational, Scientific and Cultural Organization.

2. It may be terminated by either party on 31 December of any year by notice given not later than 30 June of that year.

Article XII

ENTRY INTO FORCE

This Agreement shall enter into force on its approval by the Industrial Development Board of the United Nations Industrial Development Organization and the Executive Board of the United Nations Educational, Scientific and Cultural Organization and signature by the Directors-General of the United Nations Industrial Development Organization and the United Nations Educational, Scientific, and Cultural Organization respectively.

IN WITNESS WHEREOF the Directors-General of the United Nations Industrial Development Organization and the United Nations Educational, Scientific and Cultural Organization have affixed their signatures to two copies in English and two copies in French of this Agreement, both language versions being equally authentic.

-
- (d) Agreement between the United Nations Industrial Development Organization and the Government of China on the establishment of a UNIDO Centre for International Industrial Cooperation. Signed at Vienna on 21 November 1989²⁶

Whereas Article 2(n) of the Constitution of the United Nations Industrial Development Organization (hereinafter referred to as “UNIDO”) provides that UNIDO shall develop special measures designed to promote cooperation in the industrial field among developing countries and between developed and developing countries,

Whereas the Government of the People’s Republic of China desires to promote and coordinate industrial cooperation between enterprises (including public, private, cooperative and other forms of enterprises) and non-governmental organizations and other related institutions from developed and developing countries and similar organizations from the People’s Republic of China, and thus to coordinate its work with that of UNIDO in implementing mutually agreed-upon programmes and projects related to cooperation between industrial enterprises from the People’s Republic of China and those from developed and developing countries,

Whereas the Government of the People’s Republic of China and UNIDO have established close collaboration in the field of international industrial cooperation among industrial enterprises and gained valuable experience on how to improve this cooperation which, among other things, includes the need for much greater coordination between the two parties in planning, formulating and implementing joint programmes, projects and activities,

Therefore the Government of the People’s Republic of China and UNIDO hereby agree to enter into the following Agreement:

Article 1

1.1 Purpose of the Agreement

The purpose of this Agreement is to establish an institutional framework for cooperation between the Government of the People's Republic of China and UNIDO aimed at facilitating international industrial cooperation between enterprises, non-governmental organizations and other related institutions from developed and developing countries, and similar organizations from the People's Republic of China.

1.2 Areas of cooperation

(a) This Agreement shall apply to programmes, projects and activities concerned with different forms of international industrial cooperation, including:

- (i) Industrial collaboration (joint production and production sharing);
- (ii) Transfer of technology and exchange of know-how;
- (iii) Joint research and marketing;
- (iv) Deliveries of machinery and equipment;
- (v) Rehabilitation of industrial plants and provision of operational and managerial services;
- (vi) Provision of experts and consultancy services;
- (vii) Preparation of joint studies on industrial topics and cooperation;
- (viii) Investment promotion and joint venture establishment;
- (ix) Training of managerial and technical personnel;
- (x) Promotional activities, workshops, seminars, preparatory missions, study tours;
- (xi) Other activities on which UNIDO and the Government of the People's Republic of China and, where appropriate, Chinese and foreign cooperating partners may agree.

(b) UNIDO activities related to technical cooperation projects financed by the United Nations Development Program (UNDP) and executed by UNIDO in the People's Republic of China are not subject to this Agreement.

Article 2

2.1 Establishment of a UNIDO Centre for International Industrial Cooperation in Beijing

In order to achieve better coordination of the activities referred to in article 1.2 and to facilitate international and industrial cooperation, the Government of the People's Republic of China and UNIDO agree to act jointly through the Centre for International Industrial Cooperation, which shall be established by UNIDO in Beijing, People's Republic of China, pursuant to the present Agreement, and which shall be called "UNIDO Centre for International Industrial Cooperation".

2.2 Functions of the Centre

The Centre will act primarily as a promoter of industrial cooperation between enterprises and organizations from the People's Republic of China and private, public, cooperative and other forms of enterprises (large-, medium- and small scale) and organizations from developed and developing countries by assisting them in meeting their goals and needs. To achieve this objective, the Centre will assume the following functions:

- (a) Coordination of activities and liaison between enterprises and organizations in the People's Republic of China and in developed and developing countries involved in industrial cooperation between the People's Republic of China and these countries;
- (b) Collection and dissemination of information on opportunities for industrial and economic cooperation by maintaining a data bank on Chinese and foreign partners willing to enter into cooperation arrangements;
- (c) Maintaining close contact with UNIDO headquarters, the UNIDO Investment Promotion Service Offices, as well as other appropriate organizations in developed and developing countries in order to ensure exchange of information related to the promotion of industrial cooperation;
- (d) Evaluation and screening of specific requests or proposals for cooperation submitted by Chinese and foreign partners as to their technological, managerial and financial practicability before proceeding with further negotiations.
- (e) Identification, screening and selection of potential partners for cooperation in the People's Republic of China and in developed and developing countries according to the criteria established by the People's Republic of China and UNIDO;
- (f) Provision of assistance to potential partners (Chinese and foreign enterprises and organizations) in preparing and negotiating cooperation arrangements on specific projects, including the establishment of joint ventures in the People's Republic of China and abroad;
- (g) Organization and implementation of different promotional activities, specific missions, study tours, seminars, workshops and technology exhibitions;
- (h) Having access to and using in its work the UNIDO Investment Promotion Information System, the UNIDO Industrial and Technological Information Bank as well as other information available and relevant to the operation of the Centre;
- (i) Organization and implementation of other related activities as may be agreed upon between UNIDO, the Government of the People's Republic of China and cooperating partners.

2.3 Personnel arrangements

- (a) Initially, the Centre shall have the following staff and other personnel:
 - (i) The Head of the Centre shall be appointed by the Director-General of UNIDO, after consultation with the Government of the People's Republic of China, in accordance with the Staff Regulations and Rules of UNIDO applicable to technical cooperation project personnel. The Head of the Centre shall be an official under the Con-

vention on the Privileges and Immunities of the United Nations. The Government shall provide for the Head of the Centre such medical and health coverage as is required for Government civil servants in Beijing under the applicable national legislation;

- (ii) At least three National Professional Officers and at least three national support employees shall be appointed by the Director-General of UNIDO after consultation with the Government of the People's Republic of China. They shall be appointed under individual service agreements which shall determine the conditions of employment and which shall expressly exclude participation in the United Nations Joint Staff Pension Fund. The National Professional Officers and national support employees shall enjoy immunity from legal process of any kind in respect of words spoken and written and all acts done in the course of the performance of their official functions for the Centre. The Government of the People's Republic of China shall provide the National Professional Officers and national support employees with such social security coverage, including pensions, health, medical and work-related accident insurance, as is required for government civil servants in Beijing under the applicable national legislation.

(b) The size and composition of the staff and other personnel of the Centre shall be set out from time to time in the project document which forms part of the annexed Trust Fund Agreement.

(c) The costs to UNIDO of employing the above-mentioned staff and other personnel of the Centre shall be financed by trust fund contributions from the Government of the People's Republic of China to UNIDO. The Trust Fund Agreement and the project document attached thereto shall be concluded for an initial period of two years and shall thereafter be replaced by subsequently concluded Trust Fund Agreements with attached project documents, all of which shall constitute integral parts of the present Agreement.

2.4 Foreign consultants and project personnel

Foreign consultants and technical cooperation project personnel shall be selected and recruited by UNIDO to work in the Centre or on specific project activities, whenever this is considered necessary on a project-by-project basis. The costs of such consultants and project personnel normally shall be financed from trust fund contributions to UNIDO from enterprises, governmental or non-governmental organizations, industrial organizations or related institutions in foreign developed or developing countries. Such foreign consultants shall be experts on mission under the Convention on the Privileges and Immunities of the United Nations and shall be exempt from taxation on the salaries and emoluments paid to them by UNIDO while the technical cooperation project personnel shall be officials under the said Convention.

2.5 Office facilities and premises

The Government of the People's Republic of China shall provide adequately equipped office facilities and premises for the Centre. The exact location and size of the premises are described in the annexed Trust Fund Agreement be-

tween the Government of the People's Republic of China and UNIDO and its attached project document, referred to under 2.3(c) above. The premises shall be premises of UNIDO for the purposes of section 3 of the Convention on the Privileges and Immunities of the United Nations.

2.6 Legal arrangements

In accordance with article 21 of the Constitution of UNIDO, the Convention on the Privileges and Immunities of the United Nations is fully applicable to the Centre. The staff and other personnel of the Centre, the technical cooperation project personnel and the foreign consultants also shall enjoy such additional official status, privileges, immunities and facilities as are granted by the Government of the People's Republic of China to personnel employed on projects executed in the People's Republic of China by UNIDO as an executing agency of the United Nations Development Programme.

Article 3

3.1 Focal points

The focal points for the activities of the Centre will be the Industrial Cooperation and Funds Mobilization Division in UNIDO and the Department for International Relations of the Ministry of Foreign Economic Relations and Trade in the People's Republic of China.

3.2 Programme management

In order to formulate the overall policy of the Centre, the work programme, and specific projects and activities, to review problems of implementation and to recommend appropriate measures to strengthen cooperation, the Government of the People's Republic of China and UNIDO agree to meet at least once a year to review programmes of the past year, evaluate their effectiveness and draw up a new programme for the following year. The Director of the Centre shall be responsible for the administration of the Centre and shall have the overall responsibility and authority for the implementation of the work programme.

Article 4

4.1 Sources of financing

The financing of projects and activities described in article 2.2 of this Agreement shall be secured primarily through:

(a) Special-purpose contributions to the UNIDO Industrial Development Fund or donations to trust funds established by UNIDO for specific projects or activities. Such contributions or donations may be received from the People's Republic of China, from other Governments, from industrial enterprises or from non-governmental organizations;

(b) Direct contributions in kind for the purpose of such projects and activities by enterprises of the People's Republic of China, or enterprises and organizations from other cooperating developed or developing countries.

4.2 *Approval of projects*

Approval of specific projects and activities included in the work programme shall be in accordance with the applicable regulations and rules of UNIDO and shall, as appropriate, be in conformity with the laws and regulations of the People's Republic of China and the laws and regulations applicable to cooperating Governments, enterprises and organizations.

Article 5

5.1 *Duration*

The present Agreement shall be concluded for an indefinite period on the understanding, however, that each party shall have the right to terminate it upon giving six (6) months' notice in writing to the other party.

5.2 *Termination*

If the Agreement is terminated by either party, the necessary steps shall be taken in order that such a decision does not affect the implementation of any project or activity in progress.

Article 6

Final provisions

(a) The Government of the People's Republic of China and UNIDO may enter into such supplementary arrangements or agreements within the scope of this Agreement as may be necessary and appropriate.

(b) The provisions of the present Agreement may be amended at any time by mutual agreement in writing between the two parties.

(c) This Agreement shall enter into force upon signature by the Director-General of UNIDO and the Representative of the Government of the People's Republic of China.

Signed on this 21st day of November 1989, at Vienna, in duplicate, each in the Chinese and English languages. Both versions are equally authentic.

4. INTERNATIONAL ATOMIC ENERGY AGENCY

Agreement between the International Atomic Energy Agency and the Government of the United States of America regarding the application of safeguards in connection with the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Caribbean.
Signed at Vienna on 17 February 1989^{27 28}

Whereas the United States of America (hereinafter referred to as the "United States") is a party to Additional Protocol I of the Treaty for the Prohibition of Nuclear Weapons in Latin America (hereinafter referred to as "the Tlatelolco Treaty"),²⁹ opened for signature at Mexico City on 14 February 1967;

Whereas Additional Protocol I of the Tlatelolco Treaty states, *inter alia*, that its parties have agreed to “undertake to apply the statute of denuclearization in respect of warlike purposes as defined in articles 1, 3, 5 and 13 of the Treaty for the Prohibition of Nuclear Weapons in Latin America in territories for which, de jure or de facto, they are internationally responsible and which lie within the limits of the geographical zone established in that Treaty” (hereinafter referred to as “Protocol I territories”);

Whereas article 13 of the Tlatelolco Treaty states, *inter alia*, that “each Contracting Party shall negotiate multilateral or bilateral agreements with the International Atomic Energy Agency for the application of its safeguards to its nuclear activities”;

Whereas the International Atomic Energy Agency (hereinafter referred to as “the Agency”) is authorized, pursuant to article III of its Statute, to conclude such agreements;

Whereas the United States in implementation of its obligations under article 1 of Additional Protocol I of the Tlatelolco Treaty undertakes in this Agreement to accept the application of the safeguards of the Agency to all peaceful nuclear activities within the United States Protocol I territories;

Now therefore the United States and the Agency have agreed as follows:

Article 1

BASIC UNDERTAKING

The United States undertakes to accept safeguards, in accordance with the terms of this Agreement, on all source or special fissionable material in all peaceful nuclear activities within the United States Protocol I territories for the exclusive purpose of verifying that such material is not diverted to nuclear weapons or other nuclear explosive devices.

Article 2

APPLICATION OF SAFEGUARDS

The Agency shall have the right and the obligation to ensure that safeguards will be applied, in accordance with the terms of this Agreement, on all source or special fissionable material in all peaceful nuclear activities within United States Protocol I territories for the exclusive purpose of verifying that such material is not diverted to nuclear weapons or other nuclear explosive devices.

Article 3

COOPERATION BETWEEN THE UNITED STATES AND THE AGENCY

The United States and the Agency shall cooperate to facilitate the implementation of the safeguards provided for in this Agreement.

Article 4

IMPLEMENTATION OF SAFEGUARDS

The safeguards provided for in this Agreement shall be implemented in a manner designed:

- (a) To avoid hampering the economic and technological development of the United States Protocol I territories or international cooperation in the field of peaceful nuclear activities, including international exchange of nuclear material;
- (b) To avoid undue interference in peaceful nuclear activities of the United States Protocol I territories, and in particular in the operation of facilities;
- (c) To be consistent with prudent management practices required for the economic and safe conduct of nuclear activities.

Article 5

(a) The Agency shall take every precaution to protect commercial and industrial secrets and other confidential information coming to its knowledge in the implementation of this Agreement.

- (b) (i) The Agency shall not publish or communicate to any State, organization or person any information obtained by it in connection with the implementation of this Agreement, except that specific information relating to the implementation thereof may be given to the Board of Governors of the Agency (hereinafter referred to as "the Board") and to such Agency staff members as require such knowledge by reason of their official duties in connection with safeguards, but only to the extent necessary for the Agency to fulfil its responsibilities in implementing this Agreement;
- (ii) Summarized information on nuclear material subject to safeguards under this Agreement may be published upon decision of the Board if the States directly concerned agree thereto.

Article 6

(a) The Agency shall, in implementing safeguards pursuant to this Agreement, take full account of technological developments in the field of safeguards, and shall make every effort to ensure optimum cost-effectiveness and the application of the principle of safeguarding effectively the flow of nuclear material subject to safeguards under this Agreement by use of instruments and other techniques at certain strategic points to the extent that present or future technology permits.

- (b) In order to ensure optimum cost-effectiveness, use shall be made, for example, of such means as:
 - (i) Containment as a means of defining material balance areas for accounting purposes;

- (ii) Statistical techniques and random sampling in evaluating the flow of nuclear material;
- (iii) Concentration of verification procedures on those stages in the nuclear fuel cycle involving the production, processing, use or storage of nuclear material from which nuclear weapons or other nuclear explosive devices could readily be made, and minimization of verification procedures in respect of other nuclear material, on condition that this does not hamper the Agency in applying safeguards under this Agreement.

National system of materials control

Article 7

(a) The United States shall establish and maintain a system of accounting for and control of all nuclear material subject to safeguards under this Agreement.

(b) The Agency shall apply safeguards in such a manner as to enable it to verify, in ascertaining that there has been no diversion of such nuclear material from peaceful uses to nuclear weapons or other nuclear explosive devices, findings of the United States' system. The Agency's verification shall include, *inter alia*, independent measurements and observations conducted by the Agency in accordance with the procedures specified in Part II of this Agreement. The Agency, in its verification, shall take due account of the technical effectiveness of the United States' system.

Article 8

PROVISION OF INFORMATION TO THE AGENCY

(a) In order to ensure the effective implementation of safeguards under this Agreement, the United States shall, in accordance with the provisions set out in Part II of this Agreement, provide the Agency with information concerning nuclear material subject to safeguards under this Agreement and the features of facilities relevant to safeguarding such material.

- (b) (i) The Agency shall require only the minimum amount of information and data consistent with carrying out its responsibilities under this Agreement.
- (ii) Information pertaining to facilities shall be the minimum necessary for safeguarding nuclear material subject to safeguards under this Agreement.

(c) If the United States so requests, the Agency shall be prepared to examine on premises of the United States Protocol I territories design information which the United States regards as being of particular sensitivity. Such information need not be physically transmitted to the Agency provided that it remains readily available for further examination by the Agency on premises of the United States Protocol I territories.

Article 9

AGENCY INSPECTORS

- (a) (i) The Agency shall secure the consent of the United States to the designation of Agency inspectors to the United States Protocol I territories.
- (ii) If the United States, either upon proposal of a designation or at any other time after a designation has been made, objects to the designation, the Agency shall propose to the United States an alternative designation or designations.
- (iii) If, as a result of the repeated refusal of the United States to accept the designation of Agency inspectors, inspections to be conducted under this Agreement would be impeded, such refusal shall be considered by the Board, upon referral by the Director General of the Agency (hereinafter referred to as “the Director General”), with a view to its taking appropriate action.
- (b) The United States shall take the necessary steps to ensure that Agency inspectors can effectively discharge their functions under this Agreement.
- (c) The visits and activities of Agency inspectors shall be so arranged as:
 - (i) To reduce to a minimum the possible inconveniences and disturbance to the United States Protocol I territories and to the peaceful nuclear activities inspected; and
 - (ii) To ensure protection of industrial secrets or any other confidential information coming to the inspectors’ knowledge.

Article 10

PRIVILEGES AND IMMUNITIES

The provisions of the International Organization Immunities Act of the United States of America³⁰ shall apply to Agency inspectors performing functions in the United States Protocol I territories under this Agreement and to any property of the Agency used by them.

Article 11

TERMINATION OF SAFEGUARDS

Consumption or dilution of nuclear material

Safeguards shall terminate on nuclear material upon determination by the Agency that the material has been consumed, or has been diluted in such a way that it is no longer usable for any nuclear activity relevant from the point of view of safeguards, or has become practically irrecoverable.

Article 12

Transfer of nuclear material out of the United States Protocol I territories

The United States shall give the Agency advance notification of intended transfers of nuclear material subject to safeguards under this Agreement out of the United States Protocol I territories in accordance with the provisions set out in Part II of this Agreement. The Agency shall terminate safeguards on nuclear material under this Agreement when the recipient State has assumed responsibility therefor, as provided for in Part II of this Agreement. In the case of transfers out of the United States Protocol I territories of such nuclear material which is to remain the responsibility of the United States, the Agency shall terminate safeguards on the nuclear material under this Agreement when the material leaves the United States Protocol I territories. The Agency shall maintain records indicating each transfer and, where applicable, the re-application of safeguards to the transferred nuclear material.

Article 13

Provisions relating to nuclear material to be used in non-nuclear activities

Where nuclear material subject to safeguards under this Agreement is to be used in non-nuclear activities, such as the production of alloys or ceramics, the United States shall agree with the Agency, before the material is so used, on the circumstances under which the safeguards on such material may be terminated.

Article 14

FINANCE

The United States and the Agency shall bear the expenses incurred by them in implementing their respective responsibilities under this Agreement. However, if the United States or persons under its jurisdiction incur extraordinary expenses as a result of a specific request by the Agency, the Agency shall reimburse such expenses provided that it has agreed in advance to do so. In any case the Agency shall bear the cost of any additional measuring or sampling which inspectors may request.

Article 15

THIRD-PARTY LIABILITY FOR NUCLEAR DAMAGE

In carrying out its functions under this Agreement within the United States Protocol I territories, the Agency and its personnel shall be covered to the same extent as nationals of the United States by any protection against third-party liability provided under the Price-Anderson Act,³¹ including insurance and other indemnity coverage that may be required by the Price-Anderson Act with respect to nuclear incidents.

Article 16

INTERNATIONAL RESPONSIBILITY

Any claim by the United States against the Agency or by the Agency against the United States in respect of any damage resulting from the implementation of safeguards under this Agreement, other than damage arising out of a nuclear incident, shall be settled in accordance with international law.

Article 17

MEASURES IN RELATION TO VERIFICATION OF NON-DIVERSION

If the Board, upon report of the Director General, decides that an action by the United States is essential and urgent in order to ensure verification that nuclear material while subject to safeguards under this Agreement is not diverted to nuclear weapons or other nuclear explosive devices, the Board may call upon the United States to take the required action without delay, irrespective of whether procedures have been invoked pursuant to Article 21 of this Agreement for the settlement of a dispute.

Article 18

If the Board, upon examination of relevant information reported to it by the Director General, finds that the Agency is not able to verify that there has been no diversion of nuclear material while required to be safeguarded under this Agreement to nuclear weapons or other nuclear explosive devices, it may make the reports provided for in paragraph C of article XII of the Statute of the Agency (hereinafter referred to as “the Statute”) and may also take, where applicable, the other measures provided for in that paragraph. In taking such action the Board shall take account of the degree of assurance provided by the safeguards measures that have been applied and shall afford the United States every reasonable opportunity to furnish the Board with any necessary reassurance.

Article 19

INTERPRETATION AND APPLICATION OF THE AGREEMENT AND SETTLEMENT OF DISPUTES

The United States and the Agency shall, at the request of either, consult about any question arising out of the interpretation or application of this Agreement.

Article 20

The United States shall have the right to request that any question arising out of the interpretation or application of this Agreement be considered by the Board. The Board shall invite the United States to participate in the discussion of any such question by the Board.

Article 21

Any dispute arising out of the interpretation or application of this Agreement, except a dispute with regard to a finding by the Board under article 18 or an action taken by the Board pursuant to such a finding, which is not settled by negotiation or another procedure agreed to by the United States and the Agency, shall, at the request of either, be submitted to an arbitral tribunal composed as follows: the United States and the Agency shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If, within thirty days of the request for arbitration, either the United States or the Agency has not designated an arbitrator, either the United States or the Agency may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall require the concurrence of two arbitrators. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal shall be binding on the United States and the Agency.

Article 22

OTHER SAFEGUARDS AGREEMENTS

The Parties shall institute steps to suspend the application of Agency safeguards in the United States Protocol I territories under other safeguards agreements with the Agency while this Agreement is in force.

Article 23

AMENDMENT TO THE AGREEMENT

- (a) The United States and the Agency shall, at the request of either, consult each other on amendment to this Agreement.
- (b) All amendments shall require the agreement of the United States and the Agency.
- (c) Amendments to this Agreement shall enter into force in the same conditions as entry into force of the Agreement itself or in accordance with a simplified procedure.
- (d) The Director General shall promptly inform all Member States of the Agency of any amendment to this Agreement.

Article 24

ENTRY INTO FORCE AND DURATION

This Agreement shall enter into force on the date upon which the Agency receives from the United States written notification that the statutory and constitutional requirements of the United States for entry into force have been met. The Director General shall promptly inform all Member States of the Agency of the entry into force of this Agreement. This Agreement shall remain in force as long as the United States is party to Protocol I of the Tlatelolco Treaty.

NOTES

¹United Nations, *Treaty Series*, vol. 1, p. 15.

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

³For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General* (United Nations publication, Sales No. E.90.V.6).

⁴Came into force on the date of signature.

⁵Came into force on the date of signature.

⁶United Nations, *Treaty Series*, vol. 195, p. 2; vol. 1209, p. 32; vol. 1281, p. 297.

⁷Came into force on the date of signature.

⁸United Nations, *Treaty Series*, vol. 374, p. 147.

⁹Came into force on the date of signature.

¹⁰United Nations, *Treaty Series*, vol. 33, p. 261.

¹¹Came into force on the date of signature.

¹²Came into force on the date of signature.

¹³Vienna Convention on Diplomatic Relations (1961), United Nations, *Treaty Series*, vol. 500, p. 95. Vienna Convention on Consular Relations (1963), *ibid.*, vol. 596, p. 261.

¹⁴Came into force on the date of signature.

¹⁵Came into force on the date of signature.

¹⁶Came into force on 8 December 1989.

¹⁷Came into force on the date of signature.

¹⁸Came into force on the date of signature.

¹⁹Came into force on the date of signature.

²⁰United Nations, *Treaty Series*, vol. 33, p. 261.

²¹For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General* (United Nations publication, Sales No. E.90.V.6).

²²Came into force on the date of signature.

²³Came into force on 12 April 1989.

²⁴Came into force on 19 May 1983.

²⁵Came into force on 5 June 1989.

²⁶Came into force on the date of signature. A similar agreement also was signed with the Government of the USSR in 1989.

²⁷Came into force on 8 April 1989.

²⁸See also chap. III.B.4 of the present *Yearbook*.

²⁹United Nations, *Treaty Series*, vol. 634, p. 281.

³⁰*Statutes of the United States of America*, vol. 59, p. 669 (Public Law 79-291, approved 1945).

³¹Section 170 of the Atomic Energy Act of 1954, *Statutes of the United States of America*, vol. 68, p. 919 (Public Law 83-703, approved 1954), as amended.