

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

1996

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 provision concerning the legal status of the United Nations

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE UNITED NATIONS.¹ APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON FEBRUARY 1946

As at 31 December 1996, there were 137 States parties to the Convention.²

2. AGREEMENTS RELATING TO INSTALLATIONS AND MEETINGS

- (a) Exchange of letters constituting an agreement concerning arrangements between the United Nations and the Government of Nepal regarding the Fourth Asia-Pacific Workshop on Regional Human Rights Arrangements, to be held at Kathmandu from 26 to 28 February 1996. Geneva, 22 and 25 January 1996³

I

LETTER FROM THE UNITED NATIONS

22 January 1996

I have the honour to refer to the discussions between officials of the United Nations Centre for Human Rights and representatives of His Majesty's Government of Nepal concerning the organization of the Fourth Asia-Pacific Workshop on Regional Human Rights Arrangements to be held in Kathmandu, in cooperation with the Government through the Ministry of Foreign Affairs and the Centre for Human Rights.

With respect to the above-mentioned Workshop, please find set out below the text of arrangements between the United Nations and His Majesty's Government of Nepal (hereinafter referred to as "the Government"):

**ARRANGEMENTS BETWEEN THE UNITED NATIONS AND HIS
MAJESTY'S GOVERNMENT OF NEPAL REGARDING THE FOURTH
ASIA-PACIFIC WORKSHOP ON REGIONAL HUMAN RIGHTS
ARRANGEMENTS, TO BE HELD IN KATHMANDU FROM 26 TO 28
FEBRUARY 1996**

1. Participants in the Workshop will be government officials from Asia and the Pacific; they will be invited by the United Nations Assistant Secretary-General for Human Rights. Representatives of specialized agencies, intergovernmental organizations, the United Nations Economic and Social Commission for Asia and the Pacific, independent national human rights institutions and non-governmental organizations will also be invited by the United Nations Assistant Secretary-General for Human Rights to participate as observers in the Workshop, in accordance with the procedure established under the Technical Cooperation Programme of the United Nations Centre for Human Rights.
2. The United Nations Center for Human Rights will send to Kathmandu four officials to organize and direct the Workshop and will invite five international experts to participate in the Workshop as resource persons.
3. The United Nations shall meet the travel expenses and daily subsistence allowance in respect of the five international experts, the United Nations officials and a representative from each of the thirty-three Governments, while the rest of the Governments in the region shall meet the cost of their participants, as indicated in the attached list and in accordance with the Organization's rules and procedures.
4. The Government shall provide for the Workshop adequate conference facilities, including personnel resources, space and office supplies, as well as local transportation, as described in the attached annex. The Government further assures that the government officials participating in the Workshop, and the United Nations officials and international experts, will benefit from hotel accommodation at reasonable rates.
5. The Government shall be responsible for dealing with any action, claim or other demand against the United Nations arising out of: (a) injury to person or damage to property in conference or office premises provided for the Workshop; (b) the transportation provided by the Government; and (c) the employment for the Workshop of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.
6. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which the Kingdom of Nepal is a party, shall be applicable to the Workshop, in particular:
 - (a) Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under articles V and VII of the Convention;
 - (b) The international experts, invited in accordance with paragraph 2 above, shall enjoy the privileges and immunities accorded to experts on mission for the United Nations, by article VI of the Convention;

- (c) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Workshop shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Workshop;
- (d) Participants, observers and personnel invited by the United Nations, as well as the personnel provided by the Government pursuant to this Agreement, shall enjoy immunity from legal process in respect of words spoken, or written, and any act performed by them in their official capacity in connection with the Workshop;
- (e) All international experts, officials of the United Nations, participants and persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from the Kingdom of Nepal. Visas and entry permits, where required, shall be granted promptly and free of charge.
7. The rooms, offices and related localities and facilities put at the disposal of the Workshop by the Government shall be the conference area, which shall constitute United Nations premises within the meaning of articles II, section 3, of the Convention of 13 February 1946.
 8. The Government shall notify the local authorities of the convening of the Workshop and request appropriate protection.
 9. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations, or of any other applicable agreement, shall, unless the parties agree otherwise, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not, within three months of the appointment or nomination of the second one of them appoint the chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the Tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I have the honour to propose that this letter and your affirmative answer, in writing, shall constitute an Agreement between the United Nations and His Majesty's Government of Nepal which shall enter into force on the date of your reply and shall remain in force for the duration of the Workshop, and for such additional [period] as is necessary for its preparation and winding up.

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

II

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

25 January 1996

I have the honour to acknowledge the receipt of your letter dated 22 January 1996 proposing an agreement between the United Nations and His Majesty's Government of Nepal, in connection with the organization of the Fourth Asia-Pacific Workshop on Regional Human Rights Arrangements in Kathmandu from 26 to 28 February 1996.

I have the further honour to confirm on behalf of His Majesty's Government the foregoing arrangements, and agree that your letter and this letter shall be regarded as constituting an agreement between His Majesty's Government of Nepal and the United Nations regarding the above-mentioned Workshop, which will enter into force on the date of this reply.

(Signed) Banmali PRASAD LACOUL
Minister-Counsellor and Charge d'affaires a.i.

- (b) Exchange of letters constituting an agreement between the United Nations and the Government of Croatia, supplementing the agreement regarding the United Nations and forces and operations in the Republic of Croatia. Zagreb, 26 January and 2 February 1996⁴

I

LETTER FROM THE UNITED NATIONS

26 January 1996

I have the honour to refer to Security Council resolution 1037 (1996) of 15 January 1996, which the Council decided to establish a United Nations peace keeping operation for the region referred to in the Basic Agreement on the Region of Eastern Slavonia, Baranja and Western Sirmium, signed on 12 November 1995 between the Government of the Republic of Croatia and the local Serbian community (the Basic Agreement), with both military and civilian components, under the name United Nations Transitional Administration for Eastern Slavonia, Baranja and Western Sirmium (UNTAES).

I also have the honour to refer to Security Council resolution 1038 (1996) of 15 January 1996, by which the Council authorized the United Nations military observers to continue monitoring the demilitarization of the Prevlaka peninsula in accordance with resolutions 779 (1992) and 981 (1995) and paragraphs 19 and 20 of the report the Secretary General of 13 December 1995 (S/1995/1028).

In paragraph 13 of the resolution 1037 (1996), the Security Council called upon your Government to include UNTAES and the United Nations Liaison Office in Zagreb in the definition of "United Nations peace forces and operations in Croatia" in the present status, of, forces agreement concluded on 15 May 1995 between the United Nations and the Government of the Republic of Croatia (the SOFA).

In view of the above, I propose that the SOFA include in its definition of United Nations forces and operations in the Republic of Croatia; (a) "UNTAES", which means the United Nations Transitional Administration for Eastern Slavonia, Baranja and Western Sirmium, established pursuant to Security Council resolution; (b) "the United Nations Liaison Office in Zagreb", as described in paragraph 44 of the Secretary, General's report dated 13 December 1995 (S/1995/1031), containing arrangements which were approved by the Security Council in resolution 1037 (1996) of 15 January 1996; and (c) the United Nations military observers who, pursuant to Security Council resolution 1038 (1996) of 15 January 1996, should continue monitoring the demilitarization of the Prevlaka peninsula.

In keeping with the spirit of the definition of the United Nations forces and operations in the SOFA, I also propose that the United Nations civilian office and the International Police Task Force (IPTF), both established pursuant to Security Council resolution 1035 (1995) of 21 December 1995 and subsequently called the United Nations Mission in Bosnia and Herzegovina (UNMIBH), and the United Nations Liaison Office in Belgrade be extended the necessary privileges and immunities, rights and facilities for the purpose of transiting, storage of equipment and supplies, or conducting official United Nations business in the territory of the Republic of Croatia.

If the above provisions meet with your approval, I would propose that this letter and the written confirmation of your acceptance of its provisions constitute an agreement between the United Nations and the Republic of Croatia, to take effect immediately.

(Signed) Kofi A. ANNAN
Special Representative to the Secretary-General
in the Former Yugoslavia

II

LETTER FROM THE GOVERNMENT OF THE REPUBLIC OF CROATIA

2 February 1996

I would like to inform you that the Republic of Croatia agrees to some proposals set out in your letter.

"In view of above, I propose that the SOFA include in its definition of United Nations forces and operations in the Republic of Croatia: (a) "UNTAES", which means the United Nations Transitional Administration for Eastern Slavonia, Baranja and Western Sirmium, established pursuant to Security Council

resolution 1037 (1996) of 15 January 1996 with the mandate described in the above, mentioned resolution; (b) "the United Nations Liaison Office in Zagreb", as described in paragraph 44 of the Secretary General's report dated 13 December 1995 (S/1995/1031), containing arrangements which were approved by the Security Council in resolution 1037 (1996) of 15 January 1996; and (c) the United Nations military observers who, pursuant to Security Council resolution 1038 (1996) of 15 January 1996, should continue monitoring the demilitarization of the Prevlaka peninsula."

And this affirmative reply constitute an Agreement on Amendment of the Status of Forces Agreement concluded on 15 May 1995 between the Republic of Croatia and the United Nations. The Republic of Croatia, also agrees, that the date of this letter of reply be considered as the date of entry into force of this Agreement.

With regard to the status of the United Nations civilian office and the International Police Task Force (IPTF), both established pursuant to Security Council resolution 1035 (1995) of 21 December 1995 and subsequently called the United Nations Mission in Bosnia and Herzegovina (UNMIBH), and the United Nations Liaison Office in Belgrade, the Republic of Croatia wishes to stress that their statistics regulated by the Convention on the Privileges and Immunities of the United Nations, adopted by the United Nations General Assembly on 13 February 1946.

(Signed) Mate GRANIC

Deputy Prime Minister and Minister for Foreign Affairs

- (c) Agreement between the United Nations and the Government of Germany concerning the occupancy and use of the United Nations premises in Bonn. Signed at New York on 13 February 1996⁵

Whereas of 10 November 1995 the United Nations and the Federal Republic of Germany concluded an Agreement concerning the headquarters of the United Nations Volunteers Programme (hereinafter referred to as "the Headquarters Agreement");

Whereas the Government of the Federal Republic of Germany (hereinafter referred to as "the Government") has offered to provide to the United Nations the Premises in Bonn owned by the Federal Republic of Germany, free of rent and on a permanent basis, as specified under this Agreement;

Whereas the United Nations has accepted the offer of the Government and has agreed to occupy and use the Premises;

Whereas the United Nations acknowledges that the offer of the Government to provide premises in Bonn to the Secretariat of the United Nations Framework Convention on Climate Change, free of rent and on a permanent basis, has been accepted by the Conference of the Parties to that Convention; and

Whereas the United Nations and the Government (hereinafter referred to as "the Parties") wish to conclude a Supplementary Agreement setting out the terms and conditions for the occupancy and use of the Premises in Bonn.

Have agreed as follows:

Article 1

DEFINITIONS

For the purpose of the present Agreement, the definitions in the Headquarters Agreement shall apply. In addition, the following definitions shall apply:

(a) "the Premises" means the property of the Federal Republic of Germany, being the buildings and structures, equipment and other installations and facilities, as well as the surrounding grounds, located on Martin-Luther-King Strasse 8, in Bonn, Federal Republic of Germany, as described in annex 1;

(b) "the representative of the United Nations" means the person designated to represent the United Nations for the purposes of this Agreement;

(c) The "intergovernmental entities institutionally linked to the United Nations" means the Secretariat of the United Nations Framework Convention on Climate Change and such other intergovernmental entities to be located on the Premises as may be agreed upon by the Parties.

Article 2

PURPOSES AND SCOPE OF THE AGREEMENT

The present Agreement serves to establish the terms and conditions under which the Premises transferred by the Government to the United Nations shall be occupied and used by the United Nations as the headquarters of the United Nations Volunteers Programme, and by other Offices of the United Nations, as well as by other intergovernmental entities institutionally linked to the United Nations.

Article 3

PREMISES

1. The Government hereby agrees to transfer the Premises permanently to the United Nations with the right to occupy and use the Premises, free of rent, for the purposes of and in accordance with the Headquarters Agreement and the present Agreement. Without prejudice to the foregoing, the Premises shall remain the property of the Federal Republic of Germany.

2. The Premises shall form part of the Headquarters district as defined in the Headquarters Agreement.

3. The United Nations shall have the right to quiet and peaceful occupancy and use of the Premises as provided under this Agreement, without undue interruptions and disturbances, for the conduct of its activities.

4. The Government shall make every effort to ensure that the use of the vicinity of the Premises shall not adversely affect the usefulness of the Premises to the United Nations.

5. The Government shall make the Premises available to the United Nations, as of 1 July 1996, together with an inventory list of the equipment provided by the Government to be agreed upon by the Parties.

6. The Government undertakes to ensure that prior to the move into the Premises, the buildings are properly prepared for occupancy and use by the United Nations Volunteers and, as appropriate, by the respective offices of the United Nations and by intergovernmental entities institutionally linked to the United Nations.

Article 4

OCCUPANCY AND USE OF THE PREMISES

1. The Premises shall be occupied and used by the United Nations as the *Headquarters of the United Nations Volunteers*, by other offices of the United Nations, as well as by intergovernmental entities institutionally linked to the United Nations.

2. The United Nations shall make available appropriate space in the Premises to the Secretariat of the United Nations Framework Convention on Climate Change taking into account the offer of the Government to establish the headquarters of the Secretariat in Germany, as well as, subject to availability of space, to other intergovernmental entities institutionally linked to the United Nations.

3. The allocation of space in, the responsibilities for, and the administration of the Premises shall be determined by the United Nations in accordance with its policies and decisions; however, as far as the intergovernmental entities institutionally linked to the United Nations are concerned, this shall be in accordance with paragraph 4 below.

4. The terms and conditions under which the Premises shall be occupied and used by the intergovernmental entities institutionally linked to the United Nations shall be determined in separate arrangements between the United Nations and such entities. Such arrangements shall make provisions, inter alia, for adequate occupancy and use of the Premises and for proportionate sharing of the costs associated with all the relevant aspects of the occupancy, use and maintenance of the Premises, including insurance, repairs, security and other expenses, as provided under this Agreement.

Article 5

MAINTENANCE, RESTORATION AND ALTERATIONS

1. The Government shall be responsible, at its own expense, for the restoration, renovation and major repairs to the Premises, including structural repairs and replacements to the buildings, installations, fixtures and equipment, such as building control equipment, air conditioning and heating equipment, pipes, plumbing and electrical wiring.

2. The United Nations shall maintain the Premises in good repair and tenantable condition. For this purpose, the United Nations shall arrange for required inspections and report to the Government any necessary repairs which are the responsibility of the Government. Without derogation from the obligations of the Government as to major repairs, the United Nations shall be responsible, at its own expense, for the orderly operation and adequate maintenance of the Premises, including minor repairs in the interior of the buildings.

3. The United Nations may, with the consent of the Government, at its own expense, make alterations, attach fixtures and erect additions on the Premises.

4. A detailed distribution of the respective responsibilities of the Parties under this article is set out in annex 2.

Article 6

PUBLIC AND OTHER SERVICES FOR THE PREMISES

1. In accordance with article 11 of the Headquarters Agreement, the Government shall assist the United Nations and, at the request of the United Nations, shall use its good offices to cause the providers of services to:

(a) Install and maintain, on fair conditions and upon request of the representative of the United Nations, the public services needed by the United Nations, such as, but not limited to, postal, telephone and telegraphic services, electricity, water, gas, sewerage, collection of waste, fire protection, local transportation;

(b) Extend to the United Nations, in respect of utilities and services referred to in subparagraph (a) above, rates not less favourable than the rates accorded to essential agencies and organs of the Government;

(c) Consider the needs of the United Nations as being of equal importance with the similar needs of essential agencies and organs of the Government, in case of any interruption or threatened interruption of utilities and services referred to above.

2. Without prejudice to article 5 of the Headquarters Agreement, the United Nations shall, upon request, take the necessary measures to enable duly authorized representatives of the appropriate public and other services to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the Premises and to enter the Premises in order to inspect, under conditions which shall not unreasonably disturb the carrying out of the functions of the United Nations. Underground constructions and obligatory services may be undertaken by the competent authorities within the Premises after consultation with and with the consent of the representative of the United Nations, and under conditions which shall not disturb the carrying out of the functions of the United Nations.

Article 7

DAMAGE TO OR DESTRUCTION OF THE PREMISES

1. The United Nations shall not be responsible for restoration or reconstruction of the Premises in case of damage or destruction by fire or other causes.

2. Should the Premises or any part thereof be damaged by fire or any other cause, the Government shall, in case of partial damage of the Premises, restore the damaged Premises. In the event that the Premises are totally destroyed or otherwise rendered unfit, as shall be agreed upon by the Parties, for further occupancy or use by the United Nations Volunteers or by other offices of the United Nations, or by the intergovernmental entities institutionally linked to the United Nations that are accommodated on the Premises, the Government shall provide them with other suitable premises.

Article 8

THIRD-PARTY LIABILITY CLAIMS

The United Nations may insure or self-insure to cover third-party liability claims arising from its occupancy and use of the Premises, attributable to the negligence or willful misconduct on the part of its own officials, employees, contractors or agents.

Article 9

VACATION OF THE PREMISES

In the even that the United Nations vacates the Premises, it shall surrender to the Government the Premises in as good a condition as when taken, reasonable wear and tear and damage by the elements, fire or any other cause excepted, it being understood that the United Nations shall not be required to restore the Premises to the shape and state existent prior to any alterations or changes that may have been executed by the United Nations or the Government in accordance with this Agreement.

Article 10

SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement shall be settled in accordance with article 26 of the Headquarters Agreement.

Article 11

GENERAL PROVISIONS

1. This Agreement may be amended by mutual consent at any time at the request of either Party.
2. This Agreement shall cease to be in force in accordance with the procedure of paragraph 2 of article 27 of the Headquarters Agreement.
3. After being signed by the Parties, this Agreement shall enter into force on the same day as the Headquarters Agreement. It shall be applied provisionally as from the day of signature, as appropriate.

DONE at New York City, on 13 February 1996, in duplicate in the English and the German languages, both texts being equally authentic.

- (d) Agreement between the United Nations and the Government of the United States of America concerning the surrender of persons to the International Tribunal for the Prosecution of Persons Responsible for Serious Violations of International Humanitarian Law Committed in the Territory of the Former Yugoslavia since 1991. Signed at The Hague on 5 October 1994⁶

The Government of the United States of America and the International Tribunal for the Prosecution of Persons Responsible for Serious Violations of International Humanitarian Law Committed in the Territory of the Former Yugoslavia since 1991. (hereinafter referred to as the "Tribunal").

Recalling the obligation of the United States, pursuant to the Statute of the Tribunal adopted by the United Nations Security Council in its resolution 827 (1993) 25 May 1993 (hereinafter referred to as the "Statute"), to surrender accused or convicted persons to the Tribunal, and

Desiring to facilitate the surrender of such persons,

Have agreed as follows:

Article 1. Obligation to surrender

1. The United States agrees to surrender to the Tribunal, pursuant to the provisions of this Agreement and the Statute, persons, including United States citizens, found in its territory whom the Tribunal has charged with our found guilty of a violation or violations within the competence of the Tribunal as defined in the Statute.

2. The requirements for a finding that a person is subject to surrender to the Tribunal are solely those specifically articulated in this Agreement. No additional conditions regarding or defences to surrender may be asserted by the person sought as barring such person's surrender to the Tribunal under this Agreement.

Article 2. Procedures

1. The Tribunal shall submit requests for surrender to the Embassy of the United States in the Netherlands or to the Embassy of the United States in another State in which the Tribunal may be temporarily situated.

2. Requests for surrender shall be supported by:

(a) Documents, statements or other types of information which describe the identity and probable location of the person sought;

(b) Information describing the essential facts and procedural history of the case;

(c) A description of the specific violation or violations referred to in the Statute for which surrender of the person is sought; and

(d) The documents, statements or other types of information specified in paragraph 3 or paragraph 4 of this article, as applicable.

3. A request for surrender of a person who is sought for prosecution shall also be supported by copies of the warrant of arrest and of the indictment and by information sufficient to establish that there is a reasonable basis to believe that the person sought has committed the violation or violations for which surrender is requested.

4. A request for surrender relating to a person who has been found guilty of the violation for which surrender is sought shall also be supported by:

(a) A copy of the judgement of conviction or, if such copy is not available, a statement by the Tribunal that the person has been found guilty;

(b) Information establishing that the person sought is the person to whom the finding of guilt refers; and

(c) A copy of the sentence imposed, if the person sought has been sentenced, and a statement establishing to what extent the sentence has been carried out.

5. If it appears that supplemental information is needed to meet the requirements of this article, the United States shall request such supplemental information from the Tribunal. In such a case, any proceedings regarding the surrender may be continued, and the person sought may be detained, for such period as may be necessary to afford the Tribunal a reasonable opportunity to provide the supplemental information requested.

Article 3. Provisional arrest

1. In case of urgency, the Tribunal may request the provisional arrest of the person sought pending presentation of the request for surrender. A request for provisional arrest may be presented to the Embassy of the United States in the Netherlands or may be transmitted directly by the Prosecutor of the Tribunal to the United States Department of Justice.

2. The application for provisional arrest shall contain:

(a) A description of the person sought and information regarding the probable location of such person;

(b) A brief statement of the essential facts of the case, including, if possible, the time and location of the offence;

(c) A statement of the existence of a warrant of arrest or a judgement of conviction against the person sought, and a description of the specific violation or violations set forth in the Statute of which the person has been accused or convicted; and

(d) A statement that a request for surrender for the person sought will follow.

3. A person who is provisionally arrested may be discharged from custody upon the expiration of sixty (60) days from the date of provisional arrest if the United States has not received the formal request for surrender and the supporting documents specified under Article 2 of this Agreement.

4. The fact that the person sought has been discharged from custody pursuant to paragraph 3 of this article shall not prejudice the subsequent rearrest and surrender of that person if the surrender request and supporting documents are delivered at a later date.

Article 4. Transit

1. The United States may authorize transportation through its territory of a person, including a United States citizen, surrendered to the Tribunal by another State. A request by the Tribunal for transit shall be transmitted to the Embassy of the United States in the Netherlands or in another State in which the Tribunal may be temporarily situated, or directly to the United States Department of Justice by the Prosecutor of the Tribunal. The request for transit shall contain a description of the person being transported and a brief statement of the facts of the case. A person in transit shall be detained in custody during the period of transit.

2. No authorization is required where air transportation is used and no landing is scheduled on the territory of the United States. If an unscheduled landing occurs on the territory of the United States, the United States may require a request for transit as provided in paragraph 1. The United States shall detain the person to be transported until the request for transit is received and the transit is effected, so long as the request is received within 96 hours of the unscheduled landing.

Article 5. Representation and expenses

1. Where the Tribunal makes a request for surrender of a person, the United States shall as necessary provide assistance and appear in court in connection with such a request.

2. The Tribunal shall bear the expenses related to the translation of documents and the transportation of the person surrendered, unless the Parties agree otherwise. The United States shall pay all other expenses incurred by reason of the surrender proceedings.

Article 6. Entry into force

This Agreement shall enter into force immediately after the United States has notified the Tribunal that its domestic legal requirements have been met.

In witness whereof, the undersigned, being duly authorized by their respective Government or international organization, have signed this Agreement.

Done at The Hague, in duplicate, this fifth day of October 1994, in the English language.

For the Government of the
United States of America:

For the International Tribunal for
the Prosecution of Persons
Responsible for Serious Violations
of International Humanitarian Law
Committed in the Former Yugoslavia
since 1991

(Signed) K. Terry DORNBUSH

(Signed) Theo VAN BOVEN

- (e) Exchange of letters between the United Nations and the Government of Bosnia and Herzegovina constituting an agreement related to the statute of the Liaison Office of the Prosecutor of the International Tribunal and its staff. 30 January 1996 and 16 February 1997

I

LETTER FROM THE UNITED NATIONS

30 January 1996

I have the honour to refer to Security Council resolution 827 (1993) of 25 May 1993, by which the Council decided to establish an international tribunal for the sole purpose of prosecuting persons responsible for serious violations of international humanitarian law committed in the territory of the former Yugoslavia since 1 January 1991 (hereinafter referred to as the "International Tribunal").

I further have the honour to refer to the Memorandum of Understanding Regarding Cooperation between the Government of the Republic of Bosnia and Herzegovina and the Prosecutor of the International Tribunal of 3 December 1994, by which the Government of the Republic of Bosnia and Herzegovina agreed to assist the International Tribunal in establishing a liaison office in suitable secure accommodation to be used by investigators of the Prosecutor's Office as a base for their operations in the territory of the Republic of Bosnia and Herzegovina.

Accordingly, and in order to facilitate the fulfillment of the purposes of the Liaison Office, I propose that your Government, in implementation of its obligation under Article 105 of the Charter of the United Nations, extend to the Liaison Office, as an organ of the United Nations, extend to the Liaison Office, as an organ of the United Nations, its property, funds, assets and personnel, the privileges and immunities provided in the Convention on the Privileges and Immunities of the United Nations (the Convention), to which the Republic of Bosnia and Herzegovina is a party.

In view of the importance of the functions which the Liaison Office will perform in the Republic of Bosnia and Herzegovina, I propose that your Government extend to:

- The Liaison Officer, the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law;
- The officials of the Prosecutor's Office assigned to serve with the Liaison Office, the privileges and immunities provided under articles V and VII of the Convention;
- Other persons assigned to serve with the Liaison Office whose names will be communicated to the Government for that purpose, the privileges and immunities accorded to experts on mission for the United Nations under article VI of the Convention.

The privileges and immunities necessary for the fulfillment of the functions of the Liaison Office also include the following rights and facilities:

- (i) The unrestricted freedom of entry and exit without delay or hindrance of its personnel, property, supplies, equipment and means of transport;
- (ii) The unrestricted freedom of movement throughout the country of personnel, property, equipment and means of transport;
- (iii) Access to all documentary material relevant for the effective operation of the Liaison Office;
- (iv) The right to have direct contact with central and local authorities, government agencies including the armed forces, intergovernmental and non-governmental organizations, private institutions and individuals;
- (v) The right to question victims and witnesses, to collect evidence and any useful information, and to conduct on-site investigations;
- (vi) The right to have access to all prisons, detention centres and places of interrogation, in coordination with the Ministry of Justice of the Republic of Bosnia and Herzegovina. Members of the Liaison Office shall have the possibility to speak in private with any person detained or present in such places.
- (vii) The right to make arrangements through its own facilities for the transfer of all databases and all information collected;
- (viii) The exemption from all direct taxes, import and export duties, registration fees and charges;
- (ix) The right to fly the United Nations flag on its premises and vehicles;
- (x) The right to unrestricted communication by radio, satellite or other forms of communication with United Nations Headquarters and between various offices and to connect with the United Nations radio and satellite network on the registered waves for the United Nations and others assigned by the Government of the Republic of Bosnia and Herzegovina, as well as by telephone, telegraph or by other means; and
- (xi) The right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the Liaison Office. The Government of the Republic of Bosnia and Herzegovina shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of the Liaison Office and its members.

Furthermore, in accordance with the provisions of article II of the Convention, the property, funds and assets of the Liaison Office, wherever located and by whomsoever held, shall be immune from search, seizure, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action. The archives of the Liaison Office, and in general, all documents belonging to, used or held by it, wherever located in the Republic of Bosnia and Herzegovina and by whomsoever held, shall be inviolable.

It is understood that the Government of the Republic of Bosnia and Herzegovina shall, to the extent possible, provide the Liaison Office such premises as may be required for conducting the official and administrative activities of the Liaison Office throughout the territory of the Republic of Bosnia and Herzegovina. All premises used by the Liaison Office and its members shall be inviolable and subject to the exclusive control and authority of the Liaison Officer.

It is further understood that, upon the request of the Liaison Officer, the Government of the Republic of Bosnia and Herzegovina shall take all the effective and adequate measures to ensure the appropriate security, safety and protection of the Liaison Office, its members, premises and property.

If the above provisions meet with your approval, I would propose that this letter and your reply thereto constitute an agreement between the United Nations and the Republic of Bosnia and Herzegovina on the status of the Liaison Office of the Prosecutor of the International Tribunal and its personnel with immediate effect.

(Signed) Boutros BOUTROS-GHALI
Secretary-General

II

LETTER FROM THE PERMANENT MISSION OF BOSNIA AND HERZEGOVINA TO THE UNITED NATIONS

16 February 1996

Pursuant to your later dated 30 January 1996, in which you refer to the establishment of the Liaison Office of the Prosecutor of the International Tribunal and in particular the provisions dealing with privileges and immunities of the Office and its personnel, as proposed in your letter, I have the honor to inform you that the Government of the Republic of Bosnia and Herzegovina fully agrees to the above, mentioned provisions.

The Government of the Republic of Bosnia and Herzegovina agrees that your letter of 30 January 1996 and this reply thereto constitute an agreement between the United Nations and the Republic of Bosnia and Herzegovina on the status of the Liaison Office of the Prosecutor of the International Tribunal and its personnel with immediate effect.

(Signed) Ivan Z. Misić
Charge d'affaires a.i.

- (f) Memorandum of Understanding between the United Nations and the Government of the United States of America for the contribution of civilian personnel to the United Nations Transitional Administration for Eastern Slavonia, Baranja and Western Sirmium. Signed at New York on 26 March 1996.⁸

Whereas the United Nations Transitional Administration for Eastern Slavonia, Baranja and Western Sirmium (UNTAES) was established pursuant to Security Council resolution 1037 (1996) of 15 January 1996 as a United Nations peacekeeping operation with both military and civilian components;

Whereas the Secretary-General welcomes contributions by Governments of Member States in terms of equipment and personnel to UNTAES;

Whereas the Government of the United States of America has agreed to make available to UNTAES the services of civilian personnel to assist Transitional Administrator, who has overall authority over the civilian and military components of UNTAES;

Whereas by an Agreement concluded between the United Nations and the Government of Croatia by Exchange of Letters dated 26 January and 9 February 1996,⁹ the Government of Croatia agreed to include UNTAES in the definition of "United Nations Peace Forces and Operations in Croatia" in the present Status of Forces Agreement concluded on 15 May 1995 between the United Nations and the Government of Croatia (the Status Agreement);

Now therefore the United Nations and the Government of the United States of America (hereinafter: "the Parties") have agreed as follows:

Article I

OBLIGATIONS OF THE GOVERNMENT

1. The Government of the United States of America (hereinafter: "the Government") agrees to make available for the duration and purposes of this Agreement the services of up to 7 of its officials (hereinafter: "United States Personnel") listed in annex I hereto. Changes and modifications to the annex may be made from time to time with the agreement of the Parties.

2. The Government undertakes to pay all expenses in connection with the services of the United States Personnel, including salaries, travel costs to and from the mission area, and allowances and other benefits to which they are entitled, except as hereinafter provided.

3. The Government undertakes to ensure that during the entire period of service under this Agreement, adequate medical and life insurance as well as insurance coverage for service incurred illness, disability or death, with extended war risk insurance coverage, is made available to the U.S. Personnel.

Article II

OBLIGATIONS OF THE UNITED NATIONS

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

2. During any mission assignment of the United States Personnel away from their primary duty station, the United Nations shall be responsible for the payment of travel costs from and to the primary duty station.

3. The United Nations shall pay to the United States Personnel, during their mission assignment referred to in paragraph 2 above, a daily subsistence allowance (DSA) in accordance with the schedule of rates established for United Nations personnel.

4. The United Nations shall provide to the United States Personnel, through UNTAES, such protection as may be required for the performance of their functions.

5. The United Nations does not accept any liability for claims by United States Personnel for compensation in respect of illness, injury or death arising out of or related to the provisions of services under this Agreement, except where such illness, injury or death results directly from the gross negligence of the officials or staff of the United Nations.

Article III

OBLIGATIONS OF THE UNITED STATES PERSONNEL

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

(a) The United States Personnel shall perform their functions under the authority of the Secretary-General, and in full compliance with the instructions of the Transitional Administrator, and any person acting on his behalf;

(b) The United States Personnel shall perform civilian and political functions relevant to the implementation of the mandate of UNTAES;

(c) The United States Personnel shall undertake to respect the impartiality and independence of UNTAES and shall neither seek nor accept instructions regarding the functions to be performed under this Agreement from any Government or from any authority external to UNTAES;

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

(e) The United States Personnel shall comply with all rules, regulations, instructions or directives issued by UNTAES;

(f) The United States Personnel shall exercise the utmost discretion in all matters relating their functions and shall not communicate, at any time, without

the authorization of the Transitional Administrator to the media or to any institution, person, Government or other authority external to UNTAES, any information that has not been made public, and which has become known to them by reason of their association with UNTAES. They shall not use any such information the authorization of the Transitional Administrator, and in any event, such information shall not be used for personal gain. These obligations do not lapse upon expiration of this Agreement;

(g) The members of the United States Personnel shall sign an undertaking in accordance with annex II hereto.

Article IV

LEGAL STATUS OF THE UNITED STATES PERSONNEL

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

2. The United States Personnel shall be considered experts on mission within the meaning of article VI of the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946. As such, they shall be considered members of UNTAES and shall enjoy in addition to the privileges and immunities of United Nations experts provided in article VI of the above mentioned Convention, the relevant privileges and immunities, rights and facilities provided for under the Status Agreement.

Article V

CONSULTATION

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

Article VI

SETTLEMENT OF DISPUTES

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

Article VII

TERMINATION

This Agreement may be terminated by either Party upon one month's written notice to the other Party.

Article VIII

AMENDMENT

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

Article IX

ENTRY INTO FORCE, DURATION

This Agreement shall enter into force upon signature by the Parties, and shall remain in force for the duration of the UNTAES mission or as otherwise agreed between the Parties.

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

DONE in New York, this 26th day of March in the year 1996, in 2 originals in the English language.

ANNEX I

List of the United States Personnel

[Individual names not included]

ANNEX II

Undertaking

I, the undersigned, as a member of the United States Personnel made available by the Government of the United States of America to the United Nations pursuant to the Memorandum of Understanding between the United Nations and the Government of the United States of America for the contribution of civilian personnel to UNTAES, hereby undertake to abide, consistent with applicable law, by the following:

- (a) I understand that, as a member of the United States Personnel, I shall not be considered in any respect as being an official or a staff member of the United Nations;
- (b) I further understand that, while in the mission area, I will be considered as an "expert on mission" within the meaning of article VI of the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946. As such, I shall be entitled to the relevant privileges and immunities, rights and facilities provided for under that Convention and the Status of Forces Agreement concluded on 15 May 1995 between the United Nations and the Government of Croatia;
- (c) I shall perform my functions under the authority, and in full compliance with the instructions of the Transitional Administrator, or any person acting on his behalf;

- (d) I shall respect the impartiality and independence of UNTAES, and will not seek nor accept instructions regarding my functions as a member of the United States Personnel from any Government or from any authority external to UNTAES or the United Nations;
- (e) I shall refrain from any conduct which would adversely reflect on UNTAES or the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations or the exercise of my functions;
- (f) I shall exercise the utmost discretion in all matters relating to my functions and shall not communicate, at any time, without the authorization of the Transitional Administrator to the media or to any other institution, person, Government or other authority external to UNTAES, any information that has not been made public, and which has become known to me by reason of my functions. I shall not use any such information without the authorization of the Transitional Administrator and in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of my assignment.
- (g) I shall comply with all rules, regulations, procedures, instructions or directives issued by UNTAES.

Name printed in block letters

Signature

Date

- (g) Agreement between the United Nations and the Government of Turkey regarding arrangements for the United Nations Conference on Human Settlements (Habitat II). Signed at Ankara on 23 April 1996.¹⁰

Whereas the General Assembly of the United Nations by its resolution 47/180 of 22 December 1992 decided "to convene the United Nations Conference on Human Settlements (Habitat II) (hereinafter referred to as the Conference) from 3 to 14 June 1996, at the highest possible level of participation";

Whereas the General Assembly, in the same resolution, noted with appreciation the generous offer made by the Government of Turkey (hereinafter referred to as "the Government") to act as host to the Conference and decided that the Conference will be held in Turkey;

Whereas the Conference has, among other objectives, in the long term "to arrest the deterioration of global human settlements conditions and ultimately create conditions for achieving improvements in the living environment of all people on a sustainable basis";

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

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

Article I

PLACE AND DATE OF THE CONFERENCE

The Conference shall be held at Istanbul, Turkey, at the Lutfi Kirdar International Convention Centre, and its annexes, from 3 to 14 June 1996, with pre-conference consultations taking place on 1 and 2 June.

Article II

PARTICIPATION IN THE CONFERENCE

1. Participation in the Conference shall be open to the following:
 - (a) Representatives of States;
 - (b) Observers from organizations which have received a standing invitation from the General Assembly to participate in the sessions and work of all international conferences convened under the auspices of the General Assembly;
 - (c) Representatives of the interested organs of the United Nations;
 - (d) Representatives of the interested specialized agencies and of the International Atomic Energy Agency;
 - (e) Observers from relevant intergovernmental organizations;
 - (f) Representatives of local authorities in consultation with national associations of local authorities;
 - (g) Observers from relevant and competent non-governmental organizations in consultative status with the Economic and Social Council and other non-governmental organizations accredited to the Conference by the Preparatory Committee for the Conference or the Conference itself;
 - (h) Individual experts and consultants in the field of human settlements invited by the United Nations;
 - (i) Officials of the secretariat of the Conference and of the United Nations Secretariat;
 - (j) Other persons invited by the United Nations, including eminent persons invited by the Secretary-General.
2. The Secretary-General of the United Nations and the Secretary-General of the Conference shall designate the officials of the United Nations assigned to attend the Conference for the purpose of servicing it.
3. The public meetings of the Conference shall be open to representatives of information media accredited by the United Nations at its discretion.

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide, at its own expense, for as long as required for the Conference, the necessary premises, including conference rooms, delegates' and interpreters' lounges, suitable office space, storage areas and other related facilities and requirements (as specified in annexes – attached hereto.)

2. The premises and facilities referred to under paragraph 1 above shall remain at the disposal of the United Nations 24 hours a day throughout the Conference and for such additional time in advance of the opening and after the closing of the Conference as the United Nations, in consultation with the Government, shall deem necessary for the preparation and settlement of all matters connected with the Conference.

3. The Government shall, at its own expense, furnish, equip and maintain in good repair all the aforesaid rooms and facilities in a manner the United Nations considers adequate for the effective conduct of the Conference. The conference rooms shall be equipped for reciprocal simultaneous interpretation in the six languages of the United Nations and shall have facilities for sound recordings in those languages, in accordance with annex III.

4. The Government shall, at its own expense, furnish, equip and maintain such equipment as word processors and typewriters with keyboards in the languages needed, dictating, transcribing, reproduction and such other equipment and office supplies as are necessary for the effective conduct of the Conference and/or use by the press representatives covering the Conference.

5. The Government shall install, at its own expense, within the conference area, restaurant facilities, a bank, a post office, telephone, telefax and telex facilities, information and travel facilities, as well as a secretarial service center, equipped in consultation with the United Nations, for the use of delegations to the Conference and press on a commercial basis. Registration facilities will be provided outside the conference area.

6. The Government shall install, at its own expense, facilities for written press coverage, film coverage, radio and television coverage of the proceedings, to the extent required by the United Nations. (annex III).

7. In addition to the press, film, radio and television broadcasting facilities mentioned in paragraph 6 above, the Government shall provide, at its own expense, a press working area; a briefing room for correspondents; radio and television studios and areas for interviews and programme preparation.

8. The Government shall bear the cost of all necessary utility services, including local telephone communications, of the secretariat of the Conference and its communications by telex, telephone, telefax, telex and electronic communications system between the secretariat of the Conference and United Nations offices when such communications are made or authorized by, or on behalf of, the Secretary-General of the Conference, including official United Nations information cables and electronic mail between the Conference site, and United Nations information cables and electronic mail between the Conference site, and United Nations Headquarters in New York and the United Nations Office at Geneva or other established headquarters or appropriate United Nations offices, including the United Nations for Human Settlements (Habitat) at Nairobi and other offices of the Centre, and the various United Nations Information centres.

9. The Government shall bear the cost of the transport and insurance charges, from any established United Nations office to the site of the Conference and return, of all United Nations equipment and supplies required for the functioning of the Conference which are not provided locally by the Government. The United Nations shall determine the mode of shipment of such equipment and supplies.

10. Premises and facilities provided in accordance with this article may be made available, in an adequate manner, to the representatives of local authorities and the observers from the non-governmental organizations referred to in article II above for the conduct of their activities relating to their contribution to the Conference.

Article IV

MEDICAL FACILITIES

1. Medical facilities adequate for first aid in emergencies shall be provided by the Government, at its own expense, within the conference area.

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

Article V

ACCOMMODATION

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

Article VI

TRANSPORT

1. The Government shall ensure the availability of adequate transportation for all Conference participants and United Nations staff to and from the airport for three days before and two days after the Conference as well as transportation to and from the principal hotels and the Conference premises for the duration of the Conference.

2. The Government, in consultation with the United Nations, shall provide at its expense an adequate number of cars with drivers for official use by the principal officers and the secretariat of the Conference, as well as such other local transportation as is required by the secretariat in connection with the Conference.

Article VII

POLICE PROTECTION

The Government shall furnish, at its own expense, such police protection as is required to ensure the efficient functioning of the Conference in an atmosphere of security and tranquility free from interference of any kind. While such police services shall be under the direct supervision or control of a senior officer provided by the Government, this officer shall work in close cooperation with a designated senior security official of the United Nations.

Article VIII

LOCAL PERSONNEL FOR THE CONFERENCE

1. The Government shall appoint an official who shall act as a liaison officer between the Government and the United Nations and shall be responsible, in consultation with the Secretary-General of the Conference, for making the necessary arrangements for the Conference as required under this Agreement.

2. The Government shall engage and provide at its own expense the local personnel required to perform services for the United Nations in addition to the United Nations staff as specified in Annex v of this Agreement:

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

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

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

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

3. The Government shall arrange, at its own expense, at the request of the Secretary General of the Conference or of an official acting on behalf, for some of the local staff referred to in paragraph 2 above to be available before and after the closing of the Conference, as required by the United Nations.

4. The Government shall arrange, at its own expense, at the request or on behalf of the Secretary-General of the Conference, for adequate numbers of the local personnel referred to in paragraph 2 above to be available to maintain such night time service as may be required in connection with the Conference.

Article IX

FINANCIAL ARRANGEMENTS

1. The Government, in addition to the financial responsibility provided for elsewhere in this Agreement, shall bear the actual additional costs directly or indirectly involved in holding the Conference in Turkey rather than at the headquarters of the United Nations Centre for Human Settlements (Habitat) at Nairobi, Kenya. Such additional costs, which are provisionally estimated at US \$280,000, 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 Secretary-General to undertake preparatory visits to Turkey and to attend the Conference, as well as the costs of shipment and supplies not readily available locally, as determined in consultations between the host Government and the United Nations. Arrangements for such travel and shipment shall be made by the secretariat of the Conference in accordance with the Financial Regulations and Rules and the Staff Regulations and Rules of the United Nations, and related administrative practices in regard to travel standards, baggage allowances, subsistence payments (per diem) and terminal expenses.

2. The Government shall, not later than 30 April 1996, deposit with the United Nations the sum of US \$280,000, representing the total estimated costs referred to in paragraph 1 of this Article, less any advance payment made by the Government to the United Nations.

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

5. After the conclusion of the Conference, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs paid by the United Nations and to be borne by the Government pursuant to paragraph 1 of this article. These costs shall be expressed at the time the United Nations paid the cost. The United Nations, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of the deposit or advances referred to, respectively, in paragraphs 2 and 3 of this article. Should the actual additional costs exceed the sum of the deposit and advances, 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, whose determination shall be accepted as final by both the United Nations and the Government.

Article X

LIABILITY

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

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

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

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

2. The Government shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand, except where it is agreed by Parties hereto that such damage, loss or injury is caused by the gross negligence or willful misconduct of United Nations personnel.

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, to which Turkey acceded on 22 August 1950, shall be applicable in respect of the Conference. In particular, the representatives of States referred to in article II, paragraph 1 (a), above shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of the United Nations performing functions in connection with the Conference referred to in article II, paragraphs 1(i) and 2, above shall enjoy the privileges and immunities provided under articles V and VII of the Convention, and any experts on mission for the United Nations in connection with the Conference referred to in article II, paragraph 1(h), shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

2. The participants referred to in article II, paragraph 1 (b), (c), (e) and (j), above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference. The participants from the local authorities and non-governmental organizations referred to in article II, paragraph 1(f) and (g), shall be accorded the appropriate facilities necessary for the independent exercise of their activities in connection with the conference.

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 their participation in the Conference.

4. The privileges and immunities provided in the Convention on the Privileges and Immunities of the Specialized Agencies or in the Agreement on Privileges and Immunities of the International Atomic Energy Agency shall apply as appropriate to the representatives of the specialized or related agencies referred to in article II, paragraph 1(d) above.

5. The representatives of the press and other information media shall enjoy the facilities necessary for the independent exercise of their functions in connection with the Conference.

6. Without prejudice to the preceding paragraphs of the present article, all persons performing functions in connection with the Conference, and all those invited or accredited to the Conference shall be covered, as appropriate, by the provisions of Article 105 of the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations.

7. All persons referred to in article II shall have the right of entry into and exit from Turkey, and no impediment shall be imposed on their transit to and from the Conference area. Visas and entry/exit permits, where required, shall be granted to all those invited to the Conference free of charge, as speedily as possible. Arrangements shall also be made to ensure that visas for duration of the Conference are delivered at the airport of arrival to those who were unable to obtain them prior to their arrival.

8. Distinguished guests officially invited to the Conference by the Government shall be given access to the Conference area by the United Nations.

9. For the purpose of the application of the Convention on the Privileges and Immunities of the United Nations, the Conference premises shall be deemed to constitute premises of the United Nations and access thereto shall be under the control and authority of the United Nations. The premises shall be inviolable for the duration of the Conference, including the preparatory and winding-up stages.

10. All persons referred to in article II above shall have the right to take out of Turkey at the time of their departure, without any restriction, any unexpended portions of the funds they brought in to Turkey and/or funds received from the Conference in Turkey in connection with the Conference and to reconvert any such funds at the prevailing market rate.

Article XII

IMPORT DUTIES AND TAXES

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

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, 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 two other 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 decision on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

Article XIV

FINAL PROVISIONS

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

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

Signed this 23rd day of April 1996 at Ankara.

(Signed)

For the United Nations:

Wally N'Dow
Executive Director
United Nations Centre
for Human Settlements

(Signed)

For the Government of Turkey:

Huseyin CELEM
Ambassador Plenipotentiary
Permanent Representative of Turkey
to the United Nations

(h) Exchange of letters constituting an agreement between the United Nations and the Government of Sweden concerning arrangements for the Sixth United Nations International Training Course on Remote Sensing Education for Educators, organized in cooperation with the Government of Sweden, to be held in Stockholm and Kiruna from 6 May to 14 June 1996. Signed at Vienna, 16 April and 13 May 1996.¹¹

I

LETTER FROM THE UNITED NATIONS

16 April 1996

I have the honour to refer to resolution 50/27 adopted on 6 December 1995, and in particular General Assembly to paragraphs 23 and 24, thereof by which the Assembly emphasized the urgency and importance of fully implementing the recommendations of the Second United Nations Conference on the Exploration and Peaceful Uses of Outer Space (UNISPACE 82), and reaffirmed its approval of the recommendations of the Conference regarding the establishment and strengthening of regional mechanisms of cooperation and their promotion and creation through the United Nations system.

In response to resolution 50/27 and in accordance with UNISPACE 82 recommendations, the United Nations Office for Outer Space Affairs has included, as an activity of its Space Applications Programme, the organization of a training course on remote sensing education for educators in its programme of work for 1996.

The United Nations has received with appreciation the offer from Your Excellency's Government to host, as it has in the past, the Sixth United Nations International Training Course on Remote Sensing Education for Educators, which will be organized in cooperation with the Swedish International Development Cooperation Agency (SIDA) and Stockholm University for the benefit of developing countries. As your Excellency is aware, this course will be hosted by Stockholm University, Stockholm, and SSC Satellitbild Aktiebolag in Kiruna from 6 May to 14 June 1996. Twenty-six educators from the educational communities in developing countries will participate in the training course.

With the present letter, I seek your Government's agreement to the following:

1. The Government of Sweden and the United Nations will finance the international travel of thirteen participants each, for a total of twenty-six.
2. The Government of Sweden will provide room, board, comprehensive insurance, local transportation and an allowance for incidental expenses in Sweden for all 26 participants.
3. (a) The Convention on the Privileges and Immunities of the United Nations of 13 February 1946 and the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947 shall be applicable in respect of the Training Course;
(b) Without prejudice to the provision of the Conventions on the Privileges and Immunities of the United Nations and of the Specialized Agencies, all participants and persons performing functions in connection with the Training Course shall enjoy such facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Training Course;
(c) Personnel provided by the Government of Sweden and locally employed personnel pursuant to this Agreement shall enjoy immunity from legal process in respect of words, spoken or written, and any act performed by them in their official capacity in connection with the Training Course.
4. All participants and all persons performing functions in connection with the Training Course shall have the right of unimpeded entry into and exit from Sweden. Upon presentation by the United Nations of a list of participants well in advance, visas and entry permits, where required, shall be granted free of charge and as promptly as possible.
5. It is further understood that your Government will be responsible for dealing with any claim against the United Nations arising out of:
 - (a) Injury to persons or damages to property in conference or office premises provided for the Training Course;
 - (b) The transportation provided by the Government;
 - (c) The employment for the Training Course of personnel provided or arranged by the Government, and the Government shall hold the United Nations and its personnel harmless in respect of any such claim, resulting from the performance of the services under this Agreement, except where it is agreed by the Secretary-General of the United Nations and the Government that such claims arise from the gross negligence or willful misconduct of such persons.

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

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

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

II

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

13 May 1996

In reply to your letter of April 16, 1996, I have the honour to inform you that the Government of Sweden has decided to conclude an agreement concerning the arrangements for the Sixth United Nations Training Course on Remote Sensing Education for Educators in accordance with the proposal of the United Nations in its above, mentioned letter. It is therefore hereby agreed that the above, mentioned letter, together with the present letter, constitutes an agreement between the Government of Sweden and the United Nations concerning the arrangements for the Training Course.

(Signed) Björn SKALA
Ambassador
Permanent Representative

- (i) Memorandum of Understanding between the United Nations and the Government of Iraq on the implementation of Security Council resolution 986 (1995). Signed at New York on 20 May 1996¹²

Section I

GENERAL PROVISIONS

1. The purpose of this Memorandum of Understanding is to ensure the effective implementation of Security Council resolution 986 (1995) (hereinafter the Resolution).
2. The Distribution Plan referred to in paragraph 8 (a) (ii) of the Resolution, which has to be approved by the Secretary-General of the United Nations, constitutes an important element in the implementation of the Resolution.
3. Nothing in the present Memorandum should be construed as infringing upon the sovereignty or territorial integrity of Iraq.
4. The provisions of the present Memorandum pertain strictly and exclusively to the implementation of the Resolution and, as such, in no way create a precedent. It is also understood that the arrangement provided for in the Memorandum is an exceptional and temporary measure.

Section II

DISTRIBUTION PLAN

5. The Government of Iraq undertakes to effectively guarantee equitable distribution to the Iraqi population throughout the country of medicine, health supplies, foodstuffs, and materials and supplies for essential civilian needs (hereinafter humanitarian supplies) purchased with the proceeds of the sale of Iraqi petroleum and petroleum products.
6. To this end, the Government of Iraq shall prepare a Distribution Plan describing in detail the procedures to be followed by the competent Iraqi authorities with a view to ensuring such distribution. The present distribution system of such supplies, the prevailing needs and humanitarian conditions in the various governorates of Iraq shall be taken into consideration with due regard to the sovereignty of Iraq and the national unity of its population. The plan shall include a categorized list of the supplies and goods that Iraq intends to purchase and import for this purpose on a six-month basis.
7. The part of the Distribution Plan related to the three northern governorates of Arbil, Dihouk and Suleimaniyeh shall be prepared in accordance with annex I, which constitutes an integral part of this Memorandum.
8. The Distribution Plan shall be submitted to the Secretary-General of the United Nations for approval. If the Secretary-General is satisfied that the plan adequately ensures equitable distribution of humanitarian supplies to the Iraqi population throughout the country, he will so inform the Government of Iraq.
9. It is understood by the Parties to this Memorandum that the Secretary-General will not be in a position to report as required in paragraph 13 of the Resolution unless the plan prepared by the Government of Iraq meets with his approval.

10. Once the Secretary-General approves the plan, he will forward a copy of the categorized list of the supplies and goods, which constitutes a part of the plan, to the Security Council Committee established by resolution 661 (1990) concerning the situation between Iraq and Kuwait (hereinafter the 661 Committee) for information.

11. After the plan becomes operational, each Party to the present Memorandum may suggest to the other for its consideration a modification to the plan if it believes that such adjustment would improve the equitable distribution of humanitarian supplies and their adequacy.

Section III

ESTABLISHMENT OF THE ESCROW ACCOUNT AND AUDIT OF THAT ACCOUNT

12. The Secretary-General, after consultations with the Government of Iraq, will select a major international bank and establish there the escrow account described in paragraph 7 of the Resolution, to be known as "the United Nations Iraq Account" (hereinafter the "Iraq Account"). The Secretary-General will negotiate the terms of this account with the bank and will keep the Government of Iraq fully informed of his actions in choosing the bank and opening the account. All transactions and deductions mandated by the Security Council under paragraph 8 of the Resolution shall be made from the Iraq Account, which will be administered in accordance with the relevant Financial Regulations and Rules of the United Nations.

13. The Iraqi authorities might designate a senior banking official to liaise with the Secretariat of the United Nations on all banking matters relating to the Iraq Account.

14. In accordance with the United Nations Financial Regulations, the Iraq Account will be audited by the Board of Auditors, who are external independent public auditors. As provided for in the Regulations, the Board of Auditors will issue periodic reports on the audit of the financial statements relating to the account. Such reports will be submitted by the Board to the Secretary-General, who will forward them to the 661 Committee and to the Government of Iraq.

15. Nothing in the Memorandum shall be interpreted to create a liability on the part of the United Nations for any purchase made by the Government of Iraq or any agents acting on its behalf pursuant to the provisions of the Resolution.

Section IV

SALE OF PETROLEUM AND PETROLEUM PRODUCTS ORIGINATING IN IRAQ

16. Petroleum and petroleum products originating in Iraq will be exported via the Kirkuk-Yumurtalik pipeline through Turkey and from the Mina al-Bakr oil terminal. The 661 Committee will monitor the exports through those outlets to ensure that they are consistent with the Resolution. Transportation costs in Turkey will be covered by an additional amount of oil, as foreseen in the Resolution and in accordance with procedures to be established by the 661 Committee. The arrangement between Iraq and Turkey concerning the tariffs and payment modalities for the use of Turkish oil installations has been provided to the 661 Committee.

17. Each export of petroleum and petroleum products originating in Iraq shall be approved by the 661 Committee.

18. Detailed provisions concerning the sale of Iraqi petroleum and petroleum products are contained in annex II, which constitutes an integral part of this Memorandum.

Section V

PROCUREMENT AND CONFIRMATION PROCEDURES

19. The purchase of medicine, health supplies, foodstuffs, and materials and supplies for essential civilian needs of the Iraqi population throughout the country, as referred to in paragraph 20 below, be carried out by the Government of Iraq, will follow normal commercial practice and be on the basis of the relevant resolutions of the Security Council and procedures of the 661 Committee.

20. The purchase of humanitarian supplies for the three northern governorates of Arbil, Dihouk and Suleimaniyeh, as provided for in the Distribution Plan, will be carried out in accordance with annex I.

21. The Government of Iraq will, except as provided for in paragraph 20, contract directly with suppliers to arrange the purchase of supplies, and will conclude the appropriate contractual arrangements.

22. Each export of goods to Iraq shall be at the request of the Government of Iraq pursuant to paragraph 8 (a) of the Resolution. Accordingly, exporting States will submit all relevant documentation, including contracts, for all goods to be exported under the Resolution to the 661 Committee for appropriate action according to its procedures. It is understood that payment of the supplier from the Iraq Account can take place only for items purchased by Iraq that are included in the categorized list referred to in section II of the present Memorandum. Should exceptional circumstances arise, applications for the export of additional items may be submitted to the 661 Committee for its consideration.

23. As noted above, the 661 Committee will take action on applications for the export of goods to Iraq in accordance with its existing procedures subject to future modifications under paragraph 12 of the Resolution. The 661 Committee will inform the Government of Iraq, requesting States, and the Secretary-General of the actions taken on the requests submitted.

24. After the 661 Committee has taken action on the applications for export in accordance with its procedures, the Central Bank of Iraq will request the bank holding the Iraq Account to open irrevocable letters of credit in favor of the beneficiaries. Such requests shall be referred by the bank holding the Iraq Account to the United Nations Secretariat for approval of the opening of the letter of credit by the latter bank, allowing payment from the Iraq Account upon presentation of credit-conform documents. The letter of credit will require as condition of payment, inter alia, the submission to the bank holding the Iraq Account of the documents to be determined by the procedures established by the 661 Committee, including the confirmations by the agents referred to in paragraph 25 below. The United Nations, after consultations with the Government of Iraq, shall determine the clause to be inserted in all purchase orders, contracts and letters of credit regarding payment terms from the Iraq Account. All charges incurred in Iraq are to be borne by the applicant, whereas all charges outside Iraq are for the account of the beneficiary.

25. The arrival of goods from Iraq purchased under the plan will be confirmed by independent inspection agents to be appointed by the Secretary-General. No payments can be made until the independent inspection agents provide the Secretary-General with authenticated confirmation that the exported goods concerned have arrived in Iraq.

26. The independent inspection agents may be stationed at relevant Iraqi entry points, customs areas or other locations where the functions set out in paragraph 27 of this section can be performed. The number and location of the stationing points for the agents will be designated by the United Nations after consultations with the Government of Iraq.

27. The independent inspection agents will confirm delivery to Iraq of shipments. They will compare the appropriate documentation, such as bills of lading, other shipping documents or cargo manifests, and the documents issued by the 661 Committee, against goods actually arriving in Iraq. They will also have the authority to perform duties necessary for such confirmation, including: quantity inspection by weight or count, quality inspection including visual inspection, sampling, and, when necessary, laboratory testing.

28. The inspection agents will report all irregularities to the Secretary-General and to the 661 Committee. If the problem is related to normal commercial practice (e.g. some shortlanded goods), the 661 Committee and the Government of Iraq are informed, but normal commercial resolution practices (e.g. claims) go forth. If the matter is of serious concern, the independent inspection agents will hold the shipment in question pending guidance from the 661 Committee.

29. As regards the export to Iraq of parts and equipment which are essential for the safe operation of the Kirkuk-Yumurtalik pipeline system in Iraq, the requests will be submitted to the 661 Committee by the national Government of the supplier. Such requests will be considered for approval by the Committee in accordance with its procedures.

30. If the 661 Committee has approved a request in accordance with paragraph 29, the provisions of paragraph 24 shall apply. However, since the supplier can expect payment against future oil sales, as stated in paragraph 10 of the Resolution the proceeds of which are to be deposited in the Iraq Account will issue an irrevocable letter of credit stipulating that payment can only be effected when at the time of drawing the Iraq Account has sufficient disposable funds and the United Nations Secretariat approves the payment.

31. The requirement of authenticated confirmation of arrival provided for in this section shall apply also to the parts and equipment mentioned in paragraph 29.

Section VI

DISTRIBUTION OF HUMANITARIAN SUPPLIES PURCHASED UNDER THE DISTRIBUTION PLAN

32. The distribution of humanitarian supplies shall be undertaken by the Government of Iraq in accordance with the Distribution Plan referred to in section II of the present Memorandum. The Government of Iraq will keep the United Nations observation personnel informed about the implementation of the plan and the activities that the Government is undertaking.

33. The distribution of humanitarian supplies in the three northern governorates of Arbil, Dihouk and Suleimaniyeh shall be undertaken by the United Nations Inter-Agency Humanitarian Programme on behalf of the Government of Iraq under the Distribution Plan with due regard to the sovereignty and territorial integrity of Iraq in accordance with annex I.

Section VII

OBSERVATION OF THE EQUITABLE DISTRIBUTION OF HUMANITARIAN SUPPLIES AND DETERMINATION OF THEIR ADEQUACY

General provisions

34. The United Nations observation process will be conducted by United Nations personnel in Iraq under the overall authority of the Department of Humanitarian Affairs at United Nations Headquarters in New York in accordance with the provisions described below. Such observation shall apply to the distribution of humanitarian supplies financed in accordance with the procedures set out in the Resolution.

35. The objectives of the United Nations observation process shall be:

- (a) To confirm whether the equitable distribution of humanitarian supplies to the Iraqi population throughout the country has been ensured;
- (b) To ensure the effectiveness of the operation and determine the adequacy of the available resources to meet Iraq's humanitarian needs.

Observation procedures

36. In observing the equitable distribution and its adequacy, United Nations personnel will use, inter alia, the following procedures:

Food items

37. The observation of the equitability of food distribution will be based on information obtained from local markets throughout Iraq, the Iraqi Ministry of Trade, the information available to the United Nations and its specialized agencies on food imports, and on sample surveys conducted by United Nations personnel. The observation will also include the quantity and prices of food items imported under the Resolution.

38. To provide regular updated observation of the most pressing needs, a survey undertaken by United Nations agencies in cooperation with the appropriate Iraqi ministries will serve as a baseline for the continuing observation of the nutritional status of the population of Iraq. This information will take account of public health data generated by the Ministry of Health and the relevant United Nations agencies.

Medical supplies and equipment

39. Observation regarding distribution of medical supplies and equipment will focus on the existing distribution and storage system and will involve visits to hospitals, clinics as well as medical and pharmaceutical facilities where such supplies and equipment are stored. Such observation will also be guided by health statistics data from the Ministry of Health and surveys by relevant United Nations agencies.

Water/sanitation supplies and equipment

40. Observation of distribution of water/sanitation supplies and equipment will focus on the determination that they are used for their intended purposes. Confirmation will be carried out by collecting data on the incidence of water-borne diseases and by water quality control checks by visits to water and sanitation facilities by representatives of relevant United Nations agencies. In this regard the United Nations will rely on all relevant indicators.

Other materials and supplies

41. With reference to materials and supplies which do not fall within the three areas indicated above, in particular, those needed for the rehabilitation of infrastructures essential to meet humanitarian needs, observation will focus on confirmation that such materials and supplies are delivered to the predefined destinations in accordance with the Distribution Plan and that they are used for their intended purposes, and on the determination of whether these materials and supplies are adequate or necessary to meet the essential needs of the Iraqi population.

Coordination and cooperation

42. The United Nations observation activities will be coordinated by the Department of Humanitarian Affairs at United Nations Headquarters in New York. Observation will be undertaken by United Nations personnel. The exact number of such personnel will be determined by the United Nations taking into account the practical requirements. The Government of Iraq will be consulted in this regard.

43. The Iraqi authorities will provide to United Nations personnel the assistance required to facilitate the performance of their functions. United Nations personnel will coordinate with the Iraqi competent authorities.

44. In view of the importance of the functions which United Nations personnel will perform in accordance with the provisions of this section of the Memorandum, such personnel shall have, in connection with the performance of their functions, unrestricted freedom of movement, access to documentary material which they find relevant having discussed the matter with the Iraqi authorities concerned and the possibility to make such contacts as they find essential.

Section VIII

PRIVILEGES AND IMMUNITIES

45. In order to facilitate the successful implementation of the Resolution the following provisions concerning the privileges and immunities shall apply:

(a) Officials of the United Nations and of any of the specialized agencies performing functions in connection with the implementation of the Resolution shall enjoy the privileges and immunities applicable to them under articles V and VII of the Convention on the Privileges and Immunities of the United Nations, or Articles VI and VIII of the Convention of the Privileges and Immunities of the Specialized Agencies, to which Iraq is a party;

(b) Independent inspection agents, technical experts and other specialists appointed by the Secretary-General of the United Nations or by heads of the specialized agencies concerned and performing functions in connection with the implementation of the Resolution, whose names will be communicated to the Government of Iraq, shall enjoy the privileges and immunities accorded to experts on mission for the United Nations or for the specialized agency under article VI of the Convention on the Privileges and Immunities of the United Nations or the relevant annexes of the Convention on the Privileges and Immunities of the Specialized Agencies respectively;

(c) Persons performing contractual services for the United Nations in connection with the implementation of the Resolution, whose names will be communicated to the Government of Iraq, shall enjoy the privileges and immunities referred to in subparagraph (b) above concerning experts on mission appointed by the United Nations.

46. In addition, officials, experts and other personnel referred to in paragraph 45 above shall have the right of unimpeded entry into and exit from Iraq and shall be issued visas by the Iraqi authorities promptly free of charge.

47. It is further understood that the United Nations and its specialized agencies shall enjoy freedom of entry into and exit from Iraq without delay or hindrance of supplies, equipment and means of surface transport required for the implementation of the Resolution and that the Government of Iraq agrees to allow them to, temporarily, import such equipment free of customs or other duties.

48. Any issue relating to privileges and immunities, including safety and protection of the United Nations and its personnel, not covered by the provisions of this section shall be governed by paragraph 16 of the Resolution.

Section IX

CONSULTATIONS

49. The Secretariat of the United Nations and the Government of Iraq shall, if necessary, hold consultants on how to achieve the most effective implementation of the present Memorandum.

Section X

FINAL CLAUSES

50. The present Memorandum shall enter into force following signature, on the day when paragraphs 1 and 2 of the Resolution become operational and shall remain in force until the expiration of the 180 day period referred to in paragraph 3 of the Resolution.

51. Pending its entry into force, the Memorandum shall be given by the United Nations and the Government of Iraq provisional effect.

Signed this 20th day of May 1996 at New York in two originals in English.

For the United Nations:
(Signed) Hans CORRELL
Under-Secretary-General
The Legal Counsel

For the Government of Iraq
(Signed) Abdul Amir AL-ANBARI
Ambassador Plenipotentiary
Head of the delegation of Iraq

ANNEX I

1. In order to ensure the effective implementation of paragraph 8 (b) of the Resolution, the following arrangements shall apply in respect of the Iraqi governorates of Arbil, Dihouk and Suleimaniyeh. These arrangements shall be implemented with due regard to the sovereignty and territorial integrity of Iraq, and to the principle of equitable distribution of humanitarian supplies throughout the country.

2. The United Nations Inter-Agency Humanitarian Programme shall collect and analyse pertinent information on humanitarian needs in the three northern governorates. On the basis of that information, the Programme will determine the humanitarian requirements of the three northern governorates for discussion with the Government of Iraq and subsequent incorporation in the Distribution Plan. In preparing estimates of food needs, the Programme will take into consideration all relevant circumstances, both within the three northern governorates and in the rest of the country, in order to ensure equitable distribution. Specific rehabilitation needs in the three northern governorates shall receive the necessary attention.

3. Within a week following the approval of the Distribution Plan by the Secretary-General, the Programme and the Government of Iraq will hold discussions to enable the Programme to determine how the procurement of humanitarian supplies for the three northern governorates can be undertaken most efficiently. These discussions should be guided by the following considerations. The bulk purchase by the Government of Iraq of standard food commodities and medicine may be the most cost-effective means of procurement. Other materials and supplies for essential civilian needs, specifically required for the three northern governorates, may be more suitably procured through the United Nations system in view of technical aspects related to their proper use.

4. To the extent that purchases and deliveries are made by the Government of Iraq in response to the written communication of the Programme, an amount corresponding to the cost of the delivered goods will be deducted from the amount allocated to the Programme from the Iraq Account.

5. Humanitarian supplies destined for distribution in the three northern governorates shall be delivered by the Programme to warehouses located within these governorates. Such supplies can also be delivered by the Government of Iraq or the Programme, as appropriate, to warehouses in Kirkuk and Mosul. The warehouses shall be managed by the Programme. The Government of Iraq shall ensure the prompt customs and administrative clearances to enable the safe and quick transit of such supplies to the three northern governorates.

6. The Programme shall be responsible in the three northern governorates for the storage, handling, internal transportation, distribution and confirmation of the equitable distribution of humanitarian supplies. The Programme will keep the Government of Iraq informed on the implementation of distribution.

7. Whenever possible and cost-effective, the Programme shall use appropriate local distribution mechanisms which are comparable to those existing in the rest of Iraq in order to effectively reach the population. Recipients under this arrangement will pay a fee for internal transportation, handling, and distribution as in the rest of the country. The Programme shall ensure that the special needs of internally displaced persons, refugees, hospital in-patients and other vulnerable groups in need of supplementary food are appropriately met, and will keep the Government of Iraq informed.

8. The Programme will observe that humanitarian supplies are used for their intended purposes, through visits to sites and by collecting relevant data. The Programme will report to the Department of Humanitarian Affairs at United Nations Headquarters in New York and the Government of Iraq any violation observed by the Programme.

ANNEX II

1. The State concerned or, if the 661 Committee so decides, the national petroleum purchaser authorized by the 661 Committee, shall submit to the Committee for handling and approval the application, including the relevant contractual documents covering the sales of such petroleum and petroleum products, for the proposed purchase of Iraqi petroleum and petroleum products, endorsed by the Government of Iraq or the Iraqi State Oil Marketing Organization (hereinafter SOMO) on behalf of the Government. Such endorsement could be done by sending a copy of the contract to the 661 Committee. The application shall include details of the purchase price at fair market value, the export route, opening of a letter of credit payable to the Iraq Account, and other necessary information required by the Committee. The sales of petroleum and petroleum products shall be covered by contractual documents. A copy of these documents shall be included in the information provided to the 661 Committee together with the application for forwarding to the independent inspection agents described in paragraph 4 of this annex. The contractual documents should contain the following information: quantity and quality of petroleum and petroleum products, duration of contract, credit and payment terms and pricing mechanism. The pricing mechanism for petroleum should include the following points: marker crude oil and type of quotations to be used, adjustments for transportation and quality, and pricing dates.

2. Irrevocable confirmed letters of credit will be opened by the oil purchaser's bank with the irrevocable undertaking that the proceeds of the letter of credit will be paid directly to the Iraq Account. For this purpose, the following clauses will have to be inserted in each letter of credit:

- “- Provided all terms and conditions of this letter of credit are complied with, proceeds of this letter of credit will be irrevocably paid into the “Iraq Account” with ...Bank.”
- “- All charges within Iraq are for the beneficiary's account, whereas all charges outside Iraq are to be borne by the purchaser.”

3. All such letters of credit will have to be directed by the purchaser's bank to the bank holding the Iraq Account with the request that the latter adds its confirmation and forwards it to the Central Bank of Iraq for the purpose of advising SOMO.

4. The sale of petroleum and petroleum products originating in Iraq will be monitored by United Nations independent oil experts appointed by the Secretary-General of the United Nations to assist the 661 Committee. The monitoring of oil exports will be carried out by independent inspection agents at the loading facilities at Ceyhan and Mina al-Bakr and, if the 661 Committee so decides, at the pipeline metering station at the Iraq-Turkey border, and would include quality and quantity verification. They would authorize the loading, after they receive the information from the United Nations oil experts that the relevant contract has been approved, and report to the United Nations.

5. The United Nations will receive monthly reports from SOMO on the actual volume and type of petroleum products exported under the relevant sales contracts.

6. The United Nations Secretariat and SOMO shall maintain continuing contact and in particular United Nations oil experts shall meet routinely with SOMO representatives to review market conditions and oil sales.

- (j) Exchange of letters between the United Nations and the Government the Netherlands constituting an agreement regarding the applicability of the Headquarters Agreement of the International Tribunal for the Former Yugoslavia to the activities and proceedings of the International Criminal Tribunal for Rwanda in the territory of the Kingdom of the Netherlands, New York, 22 and 24 April 1996¹³

I

LETTER FROM THE UNITED NATIONS

22 April 1996

As you know, by its resolution 955 (1994) of 8 November 1994, the Security Council of the United Nations, acting under Chapter VII of the Charter of the United Nations, established an international tribunal for the sole purpose of prosecuting persons responsible for genocide and other serious violations of international humanitarian law committed in the territory of Rwanda and Rwandan citizens responsible for genocide and other such violations committed in the territory of neighboring States, between 1 January 1994 and 31 December 1994 (hereinafter referred to as "the International Criminal Tribunal for Rwanda"). By the same resolution the Council adopted the Statute of the International Criminal Tribunal for Rwanda (hereinafter referred to as "the Statute").

Although the International Criminal Tribunal for Rwanda is a separate entity from the International Tribunal for the Former Yugoslavia, there are nevertheless certain institutional links between the two Tribunals which have been formalized in the Statute. I refer, in particular, to the common Appeals Chamber and the common Prosecutor.

While the Security Council has designated Arusha as the seat of the International Criminal Tribunal for Rwanda and decided that an Office of the Prosecutor should be in Kigali, given the institutional links between the two Tribunals, it is evident that certain activities and proceedings of the International Criminal Tribunal for Rwanda may be undertaken at The Hague from time to time.

In order to facilitate such activities and proceedings of the International Criminal Tribunal for Rwanda as may take place at the Hague, I have the honour to propose that the pertinent provisions of the Agreement between the United Nations and the Kingdom of the Netherlands concerning the headquarters of the International Tribunal for the Former Yugoslavia, concluded on 29 July 1994,¹⁴ be applicable, *mutatis mutandis*, to the activities and proceedings of the International Criminal Tribunal for Rwanda in the territory of the Kingdom of the Netherlands, in particular:

- The judges of the Appeals Chamber and the Prosecutor residing in The Hague will enjoy the privileges and immunities as mentioned in article XIV of the Agreement;
- Staff of the liaison office in The Hague will enjoy the privileges and immunities mentioned in article XV of the Agreement;

- Staff and persons performing missions for the Rwanda Tribunal not forming part of the liaison office in The Hague shall enjoy the privileges and immunities mentioned in article XVII of the Agreement.

I further propose that upon receipt of your confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Kingdom of the Netherlands regarding the applicability of the above-referenced Headquarters Agreement to the activities and proceedings of the International Criminal Tribunal for Rwanda in the territory of the Kingdom of the Netherlands, which will enter into force on the first day of the second month following the date of receipt of your confirmation.

(Signed) Hans CORELL
Under-Secretary-General for Legal Affairs
The Legal Counsel

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF THE NETHERLANDS TO THE UNITED NATIONS

24 April 1996

I have the honour to acknowledge receipt of Your Excellency's letter of 22 April 1996, which reads as follows:

[See letter I]

On behalf of the Government of the Kingdom of the Netherlands, I have further the honour to inform Your Excellency that the foregoing proposals are acceptable and to confirm that this exchange of letters shall constitute an Agreement between the Kingdom of the Netherlands and the United Nations regarding the applicability of the Agreement to the activities and proceedings of the International Tribunal for Rwanda in the territory of the Kingdom of the Netherlands, which will enter into force on the first day of the second month following the date of receipt of this information.

(Signed) N. H. BIEGMAN
Ambassador
Permanent Representative

- (k) Agreement between the United Nations and the Government of the Germany concerning the headquarters of the United Nations Volunteers Programme.¹⁵ Done at New York on November 1995

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

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

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

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

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

Have agreed as follows:

Article I

DEFINITIONS

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

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

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

(c) "the Secretary-General" means the Secretary-General of the United Nations

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

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

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

(g) "the Government" means the Government of the Federal Republic of Germany;

(h) "the competent authorities" means Bund (federal), Lander (state), or local authorities under the laws, regulations and customs of the Federal Republic of Germany;

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

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

(k) "officials of the Programme" means the Executive Coordinator and all members of the staff of the United Nations Volunteers Programme, irrespective of nationality, with the exception of those who are locally recruited and assigned to hourly rates as provided for in United Nations General Assembly resolution 76(1) of 7 December 1946;

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

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

(n) "offices of the United Nations" means and includes subsidiary bodies and organizational units of the United Nations;

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

(p) "the General Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which the Federal Republic of Germany acceded on 5 November 1980.

Article 2

PURPOSE AND SCOPE OF THE AGREEMENT

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

Article 3

JURIDICAL PERSONALITY AND LEGAL CAPACITY

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

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

2. For the purpose of the article, the UNV shall be represented by the Executive Coordinator.

Article 4

APPLICATION OF THE GENERAL AND VIENNA CONVENTIONS AND OF THE AGREEMENT

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

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

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

Article 5

INVIOABILITY OF THE HEADQUARTERS DISTRICT

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

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

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

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

5. The UNV may expel or exclude persons from the Headquarters district for violation of its regulation.

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

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

Article 6

LAW AND AUTHORITY IN THE HEADQUARTERS DISTRICT

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

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

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

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

Article 7

INVIOABILITY OF ARCHIVES AND ALL DOCUMENTS OF THE UNITED NATIONS VOLUNTEERS

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

Article 8

PROTECTION OF THE HEADQUARTERS DISTRICT AND ITS VICINITY

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

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

Article 9

FUNDS, ASSETS AND OTHER PROPERTY

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

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

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

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

(b) Shall be free to transfer its funds, gold or currency from one country to another, or within the host country, to the United Nations or any other agency.

Article 10

EXEMPTION FROM TAXES, DUTIES, IMPORT AND EXPORT RESTRICTIONS

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

- (a) Income tax (*Einkommensteuer*);
- (b) Corporation tax (*Körperschaftsteuer*);
- (c) Trade tax (*Gwerbesteuer*);
- (d) Property tax (*Vermögensteuer*);
- (e) Land tax (*Grundsteuer*);
- (f) Land transfer tax (*Grunderwerbsteuer*);
- (g) Motor vehicle tax (*Kraftfahrzeugsteuer*);
- (h) Insurance tax (*Versicherungsteuer*);

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

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

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

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

Article 11

PUBLIC AND OTHER SERVICES FOR THE HEADQUARTERS DISTRICT

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

Article 12

COMMUNICATIONS FACILITIES

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

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

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

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

Article 13

PRIVILEGES AND IMMUNITIES OF THE REPRESENTATIVES OF MEMBERS

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

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

Article 14

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

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

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

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

(c) Enjoy immunity from national service obligations;

(d) Enjoy immunity, together with spouses and relatives dependent on them, from immigration restrictions and alien registration;

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

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

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

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

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

Article 15

UNITED NATIONS VOLUNTEERS

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

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

Article 16

EXPERTS ON MISSIONS

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

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

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

Article 17

PERSONAL RECRUITED LOCALLY AND ASSIGNED TO HOURLY RATES

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

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

Article 18

UNITED NATIONS LAISSEZ-PASSER AND CERTIFICATE

1. The Government shall recognize and accept the United Nations laissez-passer issued by the United Nations as a valid travel document equivalent to a passport.
2. In accordance with the provisions of section 26 of the General Convention, the Government shall recognize and accept the United Nations certificated issued to persons traveling on the business of the United Nations.
3. The Government further agrees to issue any required visas on the United Nations laissez-passer.

Article 19

COOPERATION WITH THE COMPETENT AUTHORITIES

1. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the host country. They also have a duty not to interfere in the internal affairs of the host country.
2. The United Nations shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, secure the observance of police regulations and avoid the occurrence of any abuse in connection with the facilities, privileges and immunities accorded to officials of the UNV referred to in article 14, and the persons referred to in articles 15, 16 and 17.
3. If the Government considers that there has been an abuse of the privileges or immunities conferred by this Agreement, consultations will be held between the competent authorities and the Executive Coordinator to determine whether any such abuse has occurred and, if so, to attempt to ensure that no repetition occurs. If such consultations fail to achieve a result satisfactory to the Government and to the United Nations, either party may submit the question as to whether such an abuse has occurred for resolution in accordance with the provisions on settlement of disputes under article 26.

Article 20

NOTIFICATION

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

Article 21

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

All persons referred to in this Agreement as notified, and persons invited on official business, by the Executive Coordinator shall have the right of unimpeded entry into, exit from, free movement and sojourn within the host country. They shall be granted facilities for speedy travel. Visas, entry permits or licences, where required, shall be granted free of charge and as promptly as pos-

sible. The same facilities shall be extended to UNV candidates, if such is requested by the Executive Coordinator. No activity performed by persons referred to above in their official capacity with respect to the UNV shall constitute a reason for preventing their entry into or departure from the territory of the host country or for requiring them to leave such territory.

Article 22

IDENTIFICATION CARDS

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

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

Article 23

FLAG, EMBLEM AND MARKINGS

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

Article 24

SOCIAL SECURITY

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

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

Article 25

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

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

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

Article 26

SETTLEMENT OF DISPUTES

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

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

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

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

Article 27

FINAL PROVISIONS

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

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

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

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

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

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

For the United Nations:

For the Federal Republic of Germany:

(Signed) James Gustave SPETH

(Signed) Tono EITEL

I

LETTER FROM THE PERMANENT REPRESENTATIVE OF GERMANY TO THE UNITED NATIONS

10 November 1995

I have the honour to refer, on the occasion of the signing of the Agreement between the Federal Republic of Germany and the United Nations concerning the headquarters of the United Nations Volunteers Programme (hereinafter referred to as "the Agreement"), to the discussions held between the representatives of the Government of the Federal Republic of Germany and the representatives of the United Nations concerning the interpretation of certain provisions of the Agreement and to confirm the following understandings:

1. *Regulations of the United Nations under paragraph 3 of article 6 of the Agreement*

It is the understanding of the Parties that the regulations to be issued by the United Nations under paragraph 3 of article 6 will be those necessary for the conduct of its operations and activities in the execution of its mandate and to establish conditions necessary for the exercise of its functions and fulfillment of its purpose.

2. *Turnover and mineral oil tax*

(a) It is the understanding of the Parties that the Federal Finance Office of the Federal Republic of Germany, in pursuance of paragraph 2 of article 10 of the Agreement, shall, on request, reimburse to the UNV the amount of value added-tax/turnover tax (*Umsatzsteuer*) paid in respect of supplies and services purchased from a taxable person for official use of the UNV, provided that the tax due exceeds 50 deutsche mark per invoice in the aggregate and the tax has been separately identified in the invoice. If the reimbursed value, added tax/turnover tax (*Umsatzsteuer*) is subsequently reduced as a result of a review of the originally paid price for the supplies and services in question, the UNV shall inform the Federal Finance Office of such a reduction in price and shall subsequently return the balance of the previously reimbursed tax.

(b) Likewise, the Federal Finance Office, in pursuance of paragraph 2 of article 10 of the Agreement, shall, on request, also reimburse to the UNV the mineral oil tax for petrol, diesel and heating oil included in the price of purchases intended for official use of the UNV provided that the tax exceeds 50 deutsche mark per invoice in the aggregate.

3. *Goods and services transactions*

(a) It is the understanding of the Parties that if goods purchased in the European Union or imported from outside of the European Union by the UNV for its official use, for which the UNV was granted exemption from value, added tax/turnover tax (*Umsatzsteuer*) or import turnover tax (*Einfuhrumsatzsteuer*) in accordance with section 7(b) or section 8 if article II of the General Convention or paragraphs 2 and 3 of article 10 of the Agreement, are sold, given away or otherwise disposed of to taxable persons, who have the full right of deduction, international organizations entitled to tax exemption, or to other entitled to tax, exempt status benefiting entities, no value, added tax/turnover tax (*Umsatzsteuer*) shall be paid. If goods referred to above are sold, given away or otherwise disposed of to persons and entities other than those referred to above, the part of the value added tax/turnover tax (*Umsatzsteuer*) which corresponds to the sales price or the current market value of such goods, as appropriate, shall be payable to the Federal Finance Office, as provided in paragraph 4 of Article 10 of the Agreement. It is further the understanding of the Parties that the amount of the tax due shall be determined on the basis of the tax rate applicable on the actual date of the transaction in question.

(b) The goods imported exempt from customs duties under the terms of section 7(b) of article II of the General Convention or paragraph 3 of article 10 of the Agreement shall not be sold in the Federal Republic of Germany except with the consent of the Government and subject to the payment of the applicable customs duties.

4. *Motor vehicles*

It is the understanding of the Parties that the expression "furniture and effects" referred to in paragraph 1(g) of article 14 of the Agreement shall include motor vehicles in the possession and use of officials at least six months before their first taking up their post in Germany. This shall also apply to leased

vehicles if the officials prove by means of a leasing agreement that said agreement was made at least six months before their first taking up their post in Germany. Furniture and effects may be brought into Germany over a period of 12 months from the date on which the officials first take up their post. This may also be done in stages within that period. The six-month requirement referred to above shall exceptionally be waived until six months after the formal relocation of UNV headquarters to Bonn, Germany.

5. *Officials at the P-4 level*

It is the understanding of the Parties that in well-founded individual cases, the Federal Republic of Germany shall, on request, grant to officials at the P-4 level whose functions justify it the same privileges, immunities and facilities as accorded to officials of P-5 level and above in accordance with paragraph 2 of the Article 14 of the Agreement. Requests on the matter shall be submitted by the Executive Coordinator to the Federal Foreign Office.

6. *United Nations Volunteers at Headquarters*

It is the understanding of the Parties that United Nations Volunteers may only be invited to UNV headquarters in Germany for limited periods of time, normally not exceeding eight weeks, for the purposes of briefing, debriefing, training, or for annual leave purposes, and would not be used to perform ordinary staff functions at headquarters.

7. *Laissez-passer for United Nations Volunteers*

It is the understanding of the Parties that United Nations Volunteers will be issued with United Nations laissez-passer.

8. *General consultations*

It is the understanding of the Parties that if the Government enters into any agreement with the intergovernmental organization containing terms and conditions more favorable than those extended to the United Nations under the present Agreement, either Party may ask for consultations as to whether such terms and conditions could be extended to the United Nations.

9. *UNV retirees*

Following retirement from active service with the UNV, after a number of years of United Nations service in Bonn and Geneva, officials of the UNV and members of their families forming part of their households (spouses, unmarried children under age 21 and other relatives dependent on them) shall upon application, be issued with a residence permit, insofar as they are in a position to support themselves, including payment of health and care insurance contributions, in accordance with applicable German legislation.

If the United Nations agrees to the understanding contained in paragraphs 1 to 9 above, this note and your affirmative reply in writing shall constitute an Agreement between the Federal Republic of Germany and the United Nations

regarding the above-referenced understandings which shall enter into force in accordance with article 27 of the Headquarters Agreement.

(Signed) Tono EITEL
Permanent Representative of Germany
to the United Nations

II

LETTER FROM THE UNITED NATIONS TO THE PERMANENT REPRESENTATIVE OF GERMANY TO THE UNITED NATIONS

10 November 1995

I have the honour to acknowledge receipt of your note of 10 November 1995, in which you confirm the understandings concerning the interpretation of certain provisions of the Agreement between the United Nations and the Federal Republic of Germany concerning the headquarters of the United Nations Volunteers Programme signed on 10 November 1995, which reads as follows:

[See Letter I]

In accordance with your request, I wish to confirm, on behalf of the United Nations, that the understandings set out in your note fully correspond to the views of the United Nations on the subject, and that this exchange of notes shall constitute an Agreement between the United Nations and the Federal Republic of Germany regarding the above-referenced understandings which shall enter into force in accordance with article 27 of the Headquarters Agreement.

(Signed) James Gustave SPETH
Administrator
United Nations Development Programme

(Translation)

Text of the unilateral German statement re article 8 of the Headquarters Agreement to be made on the occasion of the exchange of the communications regarding the fulfillment of the formal requirements for the entry into force of the Agreement

In connection with today's communication that the formal requirements for the entry into force of the Agreement of 10 November 1995 between the Federal Republic of Germany and the United Nations concerning the headquarters of the United Nations Volunteers Programme have been fulfilled on the part of the Federal Republic of Germany, I have the honour to make the following statement on behalf of the Federal Republic of Germany:

"With regard to the obligations undertaken by the Federal Republic of Germany under international law and under this Agreement, I would like to draw your attention to the following:

According to article 8 of the Basic Law of the Federal Republic of Germany, all Germans have the right to assemble peacefully and unarmed without prior notification or permission. Under the Act on Public Assemblies and Processions (Assembly Act), everyone has the right to hold public assemblies and processions and to participate therein. The participants have in principle the right to choose the venue of the assembly in public areas. An assembly may therefore only be prohibited or dissolved if it directly endangers public safety or order.

It is thus clear that the right to assemble cannot be exercised on the United Nations premises, which is not a public area."

- (I) Exchange of letters between the United Nations and the Government of Rwanda constituting an agreement on the establishment of a United Nations Office in Rwanda New York, 10 June 1996, and Kigali, 27 June 1996¹⁶

I

LETTER FROM THE UNITED NATIONS

I have the honour to refer to paragraph 4 of Security Council resolution 1050 (1996) of 8 March 1996 by which the Security Council encouraged the Secretary-General, in agreement with the Government of Rwanda, to maintain in Rwanda a United Nations office to be headed by his Special Representative and include the present United Nations communications system, for the purpose of supporting the efforts of the Government of Rwanda to promote national reconciliation, strengthen the judicial system, facilitate the return of refugees and rehabilitation the country's infrastructure.

In order to facilitate the fulfillment of the purpose of the United Nations Office in Rwanda (hereinafter UNOR), I propose that your Government, in implementation of its obligations under Article 105 of the Charter of the United Nations, extend to UNOR, as an organ of the United Nations, its property, funds and assets and its members the privileges and immunities provided in the Convention on the Privileges and Immunities of the United Nations, to which Rwanda is a Party (the Convention).

In view of the special importance of the functions of UNOR, I propose in particular that your Government extend to:

The Special Representative and other high ranking members of UNOR, whose names shall be communicated to the Government, the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law;

- The officials of the United Nations Secretariat assigned to serve with UNOR, the privileges and immunities to which they are entitled under articles V and VII of the Convention;

- Other persons assigned to serve with UNOR, the privileges and immunities accorded to experts performing missions for the United Nations under article VI of the Convention.

The privileges and immunities necessary for the fulfillment of the functions of UNOR also include:

- (i) All necessary facilities for the entry and exit, at all times, of UNOR personnel, property, the United Nations communication system, supplies, equipment and spare parts and means of transport, including the expeditious issuance, free of charge, of visas, authorizations, licences or permits, as required;
- (ii) Freedom of movement throughout the country of personnel, equipment and means of transport. Such freedom of movement shall be coordinated with the Government in respect of areas deemed by the Government to be subject to national security;
- (iii) Exemption from all direct taxes, charges, duties and restrictions in accordance with the provisions of article II, sections 7 and 8, of the Convention. However, UNOR will not claim exemption from taxes which are in fact, no more than charges for public utility services;
- (iv) The right to fly the United Nations flag on premises and the vehicle of the Special Representative;
- (v) The right to be accorded the same rights, privileges and exemptions as are enjoyed by diplomatic missions with respect to the registration and operation of motor vehicles, as well as other means of transportation;
- (vi) The right to unrestricted communication by radio, satellite or other forms of communication with United Nations Headquarters and between the various offices and to connect with the United Nations radio and satellite network as well as by telephone, telegraph or other means; the United Nations telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations and the relevant frequencies on which any such stations may be operated shall be decided upon in cooperation with the Government and shall be communicated by the United Nations to the International Frequency Registration Board;
- (vii) The right to make arrangements through its own facilities for the processing and transport of private mail, through a diplomatic bag or pouch or other means, addressed to or emanating from members of UNOR. The Government shall be informed of the nature of such arrangements, and shall not interfere with or apply censorship to the mail of UNOR or its members.

It is expected that the Government of Rwanda shall provide UNOR, where necessary and upon request of the Special Representative, with maps and other information which may be useful in facilitating its tasks and movements.

Furthermore, it is also expected that your Government shall provide UNOR and its personnel with the necessary protection in order to ensure its safety and security.

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 Rwanda on the status of UNOR and its members with immediate effect and shall remain in force until the termination of the mandate of UNOR is decided upon.

(Signed) Boutros BOUTROS-GHALI
Secretary-General

II

LETTER FROM THE GOVERNMENT OF RWANDA

27 June 1996

I have the pleasure to refer to your letter of 10 June 1996 in which you express your agreement with the provisions for establishing a United Nations Office in Rwanda in accordance with paragraph 4 Security Council resolution 1050 (1969) of 8 March 1996.

The government of Rwanda is in agreement with these provisions and welcomes the establishing of the United Nations Office in Rwanda. As agreed in our meetings with the United Nations Under-Secretary General for Political Affairs, we look forward to being consulted on the proposed candidate for the Special Representative to head that office.

(Signed) Paul KAGAME
Major General, Vice-President and Minister for Defence

- (m) Exchange of letters between the United Nations and the Federal Republic of Yugoslavia constituting an agreement on the status of the Liaison Office of the Prosecutor of the International Tribunal for the Former Yugoslavia and its personnel in Belgrade. New York 8 and 12 August 1996¹⁷

I

LETTERS FROM THE UNITED NATIONS

8 August 1996

I have the honour to refer to Security Council resolution 827 (1993) of 25 May 1993, by which the Council decided to establish an international tribunal for the sole purpose of prosecuting persons responsible for serious violations of international humanitarian law committed in the territory of the former Yugoslavia since 1 January 1991 (hereinafter referred to as the "International Tribunal").

I further have the honour to refer to Security Council resolution 1034 (1995) of 21 December 1995, by which the Council called upon all States in the region of the former Yugoslavia to create the conditions essential for the International Tribunal to perform the task for which it was created, including the establishment of offices of the Tribunal when the latter deems it necessary.

I finally have the honour to refer to the letter dated 23 February 1996 from the Federal Minister of Foreign Affairs of the Federal Republic of Yugoslavia to the President of the International Tribunal, reiterating his Government's readiness to enable the Prosecutor of the International Tribunal to open an office in Belgrade (hereinafter referred to as the "Liaison Office"), to assist in finding appropriate premises and, in general, to cooperate with the Liaison Office and help it in its work.

Accordingly, and in order to facilitate the performance of its tasks, I propose that your Government, in implementation of its obligation under Article 105 of the Charter of the United Nations, extend to the Liaison Office, as an organ of the United Nations, its property, funds, assets and personnel, the privileges and immunities provided for in the Convention on the Privileges and Immunities of the United Nations (hereinafter referred to as "the Convention") to which the Federal Republic of Yugoslavia is a party.

In view of the importance of the functions which the Liaison Office will perform in the Federal Republic of Yugoslavia, I propose that your Government extend to:

- The Liaison Officer, the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law;
- The officials of the Office of the Prosecutor assigned to serve with the Liaison Office, the privileges and immunities provided under articles V and VII of the Convention;
- Other persons assigned to serve with the Liaison Office the privileges and immunities accorded to experts on missions for the United Nations under article VI of the Convention.
- The International Tribunal shall communicate to the Federal Ministry of Foreign Affairs of the Federal Republic of Yugoslavia the names of the personnel of the Liaison Office.

In performing their functions, the Liaison Office and its personnel shall enjoy the following rights and facilities:

- (i) The unimpeded freedom of entry and exit without delay or hindrance of its personnel, property, supplies, equipment and means of transport;
- (ii) The unimpeded freedom of movement throughout the country of personnel, property, equipment and means of transport;
- (iii) Access to all documentary material of a public nature relevant for the effective operation of the Liaison Office;
- (iv) The right to have contacts with central and local authorities, government agencies including the armed forces, through the Federal Ministry of Justice, as well as with non-governmental organizations, private institutions and individuals;

- (v) The right to interview victims and witnesses, to collect evidence and any useful information, including in locations outside the Liaison Office. The Liaison Office shall use its best endeavours to interview persons who wish to provide information;
- (vi) The right to have access to persons serving their prison sentences and to persons in detention, in coordination with the prison authorities through the Federal Ministry of Justice;
- (vii) The right to make arrangements through its own facilities for the transfer of all databases and all information collected;
- (viii) The exemption from all direct taxes, import and export duties, registration fees and charges, in accordance with the Convention;
- (ix) The right to fly the United Nations flag on its premises and vehicles;
- (x) The right to unimpeded communication by radio, satellite or other forms of communication with United Nations Headquarters and between various offices, and to connect with the United Nations radio and satellite network on the registered waves of the United Nations and others assigned by the Government of the Federal Republic of Yugoslavia as well as to communicate by telephone, telegraph or by other means;
- (xi) The right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the Liaison Office. The Government of the Federal Republic of Yugoslavia shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of the Liaison Office and its members.

Furthermore, in accordance with the provisions of article II of the Convention, the property, funds and assets of the Liaison Office, wherever located and by whomsoever held, shall be immune from search, seizure, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action. The archives of the Liaison Office, and in general, all documents belonging to, used or held by it, wherever located in the Federal Republic of Yugoslavia and by whomsoever held, shall be inviolable.

It is understood that the Government of the Federal Republic of Yugoslavia shall assist the Liaison Office in finding such premises as may be required for conducting the official and administrative activities of the Liaison Office throughout the territory of the Federal Republic of Yugoslavia. All premises used by the Liaison Office and its members shall be inviolable and subject to the exclusive control and authority of the Liaison Officer.

It is further understood that, upon the request of the Liaison Officer, the Government of the Federal Republic of Yugoslavia shall take all the effective and adequate measures to ensure the appropriate security, safety and protection of the Liaison Office, its members, premises and property.

Any dispute or controversy arising out of, or relating to this agreement, if not settled by consultation, negotiation or other mutually agreed mode of settlement, shall be referred to arbitration in the form and manner agreed upon between the parties.

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

This agreement shall apply provisionally upon signature by the United Nations and the Federal Republic of Yugoslavia, and shall enter into force upon verification of the competent authorities of the Federal Republic of Yugoslavia in accordance with its laws.

If the above provisions meet with your approval, I would propose that this letter and your reply thereto constitute an agreement between the United Nations and the Federal Republic of Yugoslavia on the status of the Liaison Office of the Prosecutor of the International Tribunal and its personnel.

(Signed) Boutros BOUTROS-GHALI
Secretary-General

B

8 August 1996

On the occasion of the conclusion of the Exchange of Letters between the United Nations and the Federal Republic of Yugoslavia on the status of the Liaison Office of the Prosecutor of the International Tribunal and its personnel (hereinafter: the Agreement), I would like to refer to the discussions held between the representatives of the Federal Republic of Yugoslavia and the representatives of the United Nations concerning the interpretation and implementation of certain provisions of the Agreement.

I have the honour to confirm on behalf of the United Nations the following understandings:

It is the understanding of the parties that the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations of 13 February 1946, shall be applicable to the Liaison Office.

It is the understanding of the parties that without prejudice to the privileges, immunities, rights and facilities specified in this Agreement, all members of the Liaison Office shall respect the laws and regulations of the Federal Republic of Yugoslavia.

It is the understanding of the parties that in exercising the freedom of entry into, exit from and movement throughout the country under paragraphs (i) and (ii) of the Agreement, the appropriate visa requirements and national traffic regulations shall be respected and observed. It is furthermore the understanding of the parties that laws and regulations concerning zones, entry to which is prohibited or regulated for reasons of national security, shall be respected provided they are of general application and are not intended to create impediments to the efficient functioning of the Liaison Office.

It is finally the understanding of the parties that, without prejudice to the authority of the International Tribunal, in exercising the right to interview victims and witnesses under paragraph (v) of the Agreement, the Liaison Officer may not enforce, or in any way compel the appearance of such witnesses or the provision of evidence.

I would be grateful if you could confirm that the above is also the understanding of the Federal Republic of Yugoslavia.

(Signed) Ralph ZACKLIN
Director and Deputy to the Under-Secretary-General
Office of Legal Affairs

II

LETTERS FROM THE PERMANENT MISSION OF THE FEDERAL REPUBLIC OF YUGOSLAVIA TO THE UNITED NATIONS

A

12 August 1996

I have the honour to acknowledge receipt of your letter of 8 August 1996 concerning the status of the Liaison Office of the Prosecutor of the International Tribunal established for the sole purpose of prosecuting persons responsible for serious violations of international humanitarian law committed in the territory of the former Yugoslavia since 1 January 1991, which reads as follows:

[See Letter I, A]

I further have the honour to inform you that the Federal Republic of Yugoslavia is fully agreed with the provisions contained in your letter and, considering the mutual understanding of the said provisions contained in the letter of Mr. Ralph Zacklin, Director of the Legal Office of the United Nations and Deputy to the Under-Secretary-General, of 8 August 1996, confirms that your letter and the reply thereto constitute an agreement between the Federal Republic of Yugoslavia and the United Nations on the status of the Liaison Office of the Prosecutor of the International Tribunal and its personnel in Belgrade.

(Signed) Vladislav JOVANOVIĆ
Charge d'affaires a.i.

I have the honour to acknowledge the receipt of your letter of 8 August 1996 in which you confirm the understanding of the United Nations regarding the interpretation and implementation of certain provisions of the Agreement between the United Nations and the Government of the Federal Republic of Yugoslavia on the status of the Liaison Office of the Prosecutor of the International Tribunal and its personnel in Belgrade, which reads as follows:

[See Letter I, B]

I further have the honour to confirm that the understanding of the United Nations contained in your letter is also the understanding of the Federal Republic of Yugoslavia.

(Signed) Vladislav JOVANOVIĆ
Charge d'affaires a.i.

- (n) Exchange of letters between the United Nations and the Government of Bosnia and Herzegovina constituting an agreement on the status of the United Nations Mission in Bosnia and Herzegovina. Sarajevo, 23 July and 5 September 1996¹⁸

I

LETTERS FROM THE UNITED NATIONS

23 July 1996

I have the honour to refer to the enclosed proposal for an exchange of letters between your Government and the United Nations on the status of the United Nations Mission in Bosnia and Herzegovina (UNMIBH).

United Nations Headquarters in New York has requested that I submit the attached letter, which I have signed on behalf of the Secretary-General, to your Government for purposes of formalizing an agreement on the status of UNMIBH in Bosnia and Herzegovina.

(Signed) S. Iqbal RIZA
Special Representative of the Secretary-General,
on behalf of Boutros Boutros-Ghali, Secretary-General

23 July 1996

I have the honour to refer to Security Council resolution 1035 (1995) of 21 December 1995, by which the Council decided to establish a United Nations civilian police to be known as the International Police Task Force (IPTF) and a United Nations civilian office. In accordance with paragraph 2 of the above-mentioned resolution, IPTF will be entrusted with the tasks set out in annex II of the General Framework Agreement for Peace in Bosnia and Herzegovina (the Peace Agreement). The United Nations civilian office will be entrusted with the responsibilities set out in the report of the Secretary-General dated 13 December 1995 (S/1995/1031), which was approved by the Security Council in paragraph 1 of the above-mentioned resolution.

IPTF and the United Nations civilian office, which includes the Mine Action Centre, and, as agreed upon by the Security Council on 7 March 1996 (S/1996/174), a small team of military liaison officers, will be referred to as the United Nations Mission in Bosnia and Herzegovina (UNMIBH). IPTF and the United Nations civilian office will function under the authority of the Special Representative of the Secretary-General who also is the United Nations Coordinator and Head of Mission of UNMIBH.

In order to facilitate the fulfillment of the purposes of UNMIBH, I propose that your Government, in implementation of its obligations under Article 105 of the Charter of the United Nations, extend to UNMIBH, as an organ of the United Nations, its property, funds and assets and its members listed in paragraphs (a), (b), and (c) below, the privileges and immunities provided in the Convention on the Privileges and Immunities of the United Nations (the Convention), to which Bosnia and Herzegovina is a party. Additional facilities as provided herein are also required for the contractors and their employees engaged by the United Nations to perform services and/or supply equipment, provisions, supplies, materials and other goods in support of UNMIBH (United Nations contractors).

In view of the special importance of the functions which UNMIBH will perform in Bosnia and Herzegovina, I propose in particular that your Government extend to:

(a) the Special Representative of the Secretary General, the Commissioner of IPTF and other high-ranking members of UNMIBH, whose names shall be communicated to the Government, the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law;

(b) The officials of the United Nations Secretariat assigned to serve with UNMIBH, the privileges and immunities to which they are entitled under articles V and VII of the Convention. Locally recruited members of UNMIBH shall enjoy the immunities concerning official acts and exemption from taxation and national service obligations provided for in sections 18(a), (b), and (c) of the Convention;

(c) Person, including IPTF personnel and military liaison officers, assigned to serve with UNMIBH, the privileges and immunities accorded to experts performing missions for the United Nations under article VI of the Convention;

(d) United Nations contractors, other than nationals of Bosnia and Herzegovina, engaged exclusively to support the activities of UNMIBH shall be accorded repatriation facilities in time of international crisis and exemption from taxes in Bosnia and Herzegovina on the services provided to UNMIBH, including corporate, income, social security and other similar taxes arising directly from the provision of such services.

UNMIBH and its members shall respect all local laws and regulations. The Special Representative of the Secretary General shall take all appropriate measures to ensure the observance of those obligations. The Government shall respect the exclusively international nature of UNMIBH.

The privileges and immunities necessary for the fulfillment of the functions of UNMIBH also include:

- (i) Unrestricted freedom of entry and exit, without delay or hindrance, of its members and United Nations contractors, their property, supplies, equipment and spare parts and means of transport;

- (ii) Unrestricted freedom of movement throughout the country of its members and United Nations contractors, their property, equipment and means of transport, UNMIBH, its members, United Nations contractors and their vehicles, vessels and aircraft shall use roads, bridges, canals and other waters, port facilities and airfields without the payment of dues, tolls, landing fees, parking fees, overflight fees, port fees and charges, including wharfage charges. However, exemption from charges which are in fact charges for services rendered will not be claimed;
- (iii) Prompt issuance by the Government of all necessary authorizations, permits and licences required for the importation of equipment, provisions, supplies, materials and other goods used in support of UNMIBH, including in respect of importation by United Nations contractors, free of any restrictions and without the payment of duties, charges and taxes, including value-added tax.
- (iv) Acceptance by the Government of permits and licences issued by the United Nations for the operation of vehicles used in support of UNMIBH; acceptance by the Government, or where necessary validation by the Government, free of charge and without any restriction, of licences and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels used in support of UNMIBH; prompt issuance by the Government, free of charge and without any restrictions, of necessary authorizations, licences and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels used in support of UNMIBH;
- (v) The right for IPTF to have access to any site, person, activity, proceeding, record or other item or event in Bosnia and Herzegovina to carry out its responsibilities under the Agreement on the International Police Task Force annexed to the Peace Agreement; such right shall include, pursuant to the above-mentioned Agreement on the International Police Task Force, the right to monitor, observe and inspect any site or facility at which IPTF believes that police, law enforcement, detention or judicial activities are taking place;
- (vi) The right to fly the United Nations flag on UNMIBH premises, including its headquarters, regional headquarters, vehicles, aircraft and vessels used in support of UNMIBH;
- (vii) The right to unrestricted communication by radio, satellite or other forms of communication with United Nations Headquarters and between the various offices and to connect with the United Nations radio and satellite network, as well as by telephone, telegraph or other means. The frequencies on which the communication by radio will operate shall be decided upon in cooperation with the Government;
- (viii) The right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNMIBH. The Government shall be informed of the nature of such arrangements, and shall not interfere with or apply censorship to the mail of UNMIBH or its members.

It is understood that the Government of Bosnia and Herzegovina shall provide at no cost to the United Nations, in agreement with the Special Representative of the Secretary General, all such premises as may be required for conducting the operational and administrative activities of UNMIBH. All premises used by UNMIBH and its members shall be inviolable and subject to the exclusive control and authority of the United Nations.

It is expected that the Government of Bosnia and Herzegovina shall provide UNMIBH, where necessary and upon request of UNMIBH, with maps and other information, including locations of minefields and other dangers and impediments, which may be useful in facilitating its tasks and movements.

Finally, it would be appreciated if the Government of Bosnia and Herzegovina would agree to extend to the United Nations Transitional Administration for Eastern Slavonia, Baranja and Western Sirmium (UNTAES), established pursuant to Security Council resolution 1037 (1996) of 15 January 1996, the United Nations Liaison Office in Belgrade and the United Nations Office in Zagreb, the necessary privileges and immunities, rights and facilities for the purposes of transiting through the territory of Bosnia and Herzegovina.

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 Bosnia and Herzegovina on the status of UNMIBH and its members with immediate effect.

(Signed) S. Iqbal RIZA
Special Representative of the Secretary-General
on behalf of Boutros Boutros-Ghali, Secretary-General

II

LETTER FROM THE GOVERNMENT OF BOSNIA AND HERZEGOVINA

I have the honour to acknowledge receipt of your letter dated 23 July 1996 concerning the Agreement between Bosnia and Herzegovina and the United Nations on the status of UNMIBH and its members which reads as follows:

[See Letter I]

I have the honour to inform you that the foregoing text is in accordance with the position of my Government and that your letter and this letter in reply to it constitute the Agreement between Bosnia and Herzegovina and the United Nations on the status of UNMIBH and its members, with effect from the date of this letter.

Done in Sarajevo, 5 September 1996

(Signed) Jadranko PRILIĆ
Minister For Foreign Affairs

- (o) Exchange of letters between the United Nations and the Government of South Africa constituting an agreement concerning arrangements for the Second United Nations Regional Conference on Space Technology for Sustainable Development in Africa, to be held at Pretoria from 4 to 8 November 1996. Vienna, 8 July and 25 October 1996¹⁹

I

LETTER FROM THE UNITED NATIONS

8 July 1996

As you are aware, the United Nations and the Government of South Africa (the Government) have had discussions on the above-mentioned subject through the Permanent Mission of South Africa to the United Nations. The objective of the Conference is to examine current and imminent space technologies that are particularly important to the development of African countries. In this regard, the Conference shall consider critical success factors and approaches for local adoption and introduction of space activities in those activities where it could enhance productivity. The Conference shall also discuss what immediate steps could be taken at the national, regional and international levels to enhance the stimulation and nurturing of space technology, related knowledge that is critical and relevant to African development.

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

A. *The United Nations*

1. The United Nations shall provide roundtrip international air travel (economy class) to South Africa for up to 30 African scientists, among nominees from developing countries in the African region.

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

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

4. The United Nations shall disseminate the necessary information and extend invitations to the participants from countries of the ECA region.

5. The United Nations shall make arrangements, as may be necessary, to provide for the Conference, the services of key speakers and contributors from industrialized and developing countries.

B. Language and participation

1. The total number of participants will be limited to 200.
2. The official languages of the Conference will be English and French.

C. The Government of South Africa

1. The Government will act as host to the Conference, which will be held at Pretoria from 4 to 8 November 1996.

2. The Government will also designate an official representing the Department of Trade and Industry, the Department of Foreign Affairs and the Department of Arts, Culture, Science and Technology to act as liaison officer between the United Nations and the Government for making the necessary arrangements concerning the contributions described in the following paragraph.

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

(a) Hotel accommodation and board for up to 30 African scientists who will be attending the Conference;

(b) All local transportation, including from and to airport upon arrival and departure for all participants during the Conference and for all personnel of the Organizing Committee responsible for the Conference;

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

(d) Appropriate premises for the offices and for the other working areas of the Organizing Committee responsible for the Conference, and the local personnel mentioned below;

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

(f) Amplification and audio-visual, video projection equipment as may be necessary and technicians to operate them for the duration of the Conference including recording of the final session of the meeting;

(g) The local administrative personnel required for the proper conduct of the Conference, including the recruitment and provision of a sufficient number of bilingual secretaries, typists, clerks and other personnel for the reproduction and distribution of documents, assistant conference officers, ushers, messengers, bilingual receptionists and telephone operators. Some of these persons shall be available at least four days before the opening of the Conference and remain a maximum of two days after its closure, as required by the organizers;

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

(i) Personnel and facilities for simultaneous interpretation from English to French and vice versa for the duration of the Conference;

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

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

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

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

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

4. The United Nations is prepared to explore with the Government and its relevant institutions additional funding sources that will enhance participation in the Conference.

D. Privileges and immunities

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

1. (a) The Convention on the Privileges and Immunities of the United Nations (1946) shall be applicable in respect of the Conference. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Conference shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Conference shall be accorded the privileges and immunities provided under article VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies (1947).

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

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

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

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

- (i) Injury to person or damage to property in conference or office premises provided for the Conference;
- (ii) The transportation provided by your Government;
- (iii) The employment for the Conference of personnel provided or arranged by your Government;

and your Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand, except where it is agreed by the parties hereto that the injury or damage is attributable to gross negligence or willful misconduct on the part of the United Nations personnel.

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

I further propose that upon receipt of your confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of South Africa regarding the provision of host facilities by your Government for the Conference.

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

II

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

25 October 1996

I have the honour to refer to your letter dated 8 July 1996, concerning an agreement between the United Nations and the Government of South Africa regarding the Second United Nations Regional Conference on Space Technology for Sustainable Development in Africa, which reads as follows:

[See Letter I]

I confirm that the above is acceptable to the Government of the Republic of South Africa and that your letter and this letter in reply shall form an agreement between the United Nations and the Republic of South Africa as of the date of this letter in reply.

(Signed) N.J. MXAKATO-DISEKO
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of South Africa to the United Nations (Vienna)

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

Basic Cooperation Agreement between the United Nations Children's Fund and the Government of Nepal. Signed at Kathmandu on 21 February 1996²⁰

PREAMBLE

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

Whereas His Majesty's Government of Nepal (the Government) and UNICEF wish to establish the terms and conditions under with UNICEF shall, in the framework of the operational activities of the United Nations and within its mandate, cooperate in programmes in the Kingdom of Nepal,

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

Article I

DEFINITIONS

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

(a) "Appropriate authorities" means central, local and other competent authorities under the law of the country;

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

(c) "Experts on mission" means experts coming within the scope of article VI and VII of the Convention;

(d) "Government" means His Majesty's Government of Nepal;

(e) "Greeting Card Operation" means the organizational entity established within UNICEF to generate public awareness, support and additional funding for UNICEF mainly through the production and marketing of greeting cards and other products;

(f) "Head of the office" means the official in charge of the UNICEF office;

(g) "Country" means the country where a UNICEF office is located or which receives programme support from a UNICEF office located elsewhere;

(h) "Parties" means the Government and UNICEF;

(i) "Persons performing services for UNICEF" means individual experts, consultants or firms, other than officials, engaged by UNICEF to perform services in the execution of programmes of cooperation;

(j) "Programmes of cooperation" means the programmes of the country in which UNICEF cooperates, as provided in article III below;

(k) "UNICEF" means the United Nations Children's Fund;

(l) "UNICEF office" means any organizational unit through which UNICEF cooperates in programmes; it may include the field offices established in the country;

(m) "UNICEF officials" means all members of the staff of UNICEF employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided in General Assembly resolution 76 (I) of 7 December 1946.

Article II

SCOPE OF THE AGREEMENT

1. The present Agreement embodies the general terms and conditions under which UNICEF shall cooperate in programmes in the country.

2. UNICEF cooperation in programmes in the country shall be provided consistent with relevant resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including the Executive Board of UNICEF.

Article III

PROGRAMMES OF COOPERATION AND MASTER PLAN OF OPERATIONS

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

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

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

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

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

Article IV

UNICEF OFFICE

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

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

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

Article V

ASSIGNMENT TO UNICEF OFFICE

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

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

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

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

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

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

Article VI

GOVERNMENT CONTRIBUTION

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

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

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

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

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

2. The Government shall also assist UNICEF:

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

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

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

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

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

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

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

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

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

Article VIII

INTELLECTUAL PROPERTY RIGHTS

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

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

Article IX

APPLICABILITY OF THE CONVENTION

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

Article X

LEGAL STATUS OF UNICEF OFFICE

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

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

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

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

4. The archives of UNICEF, and in general all documents belonging to it, wherever located and by whomsoever held, shall be inviolable.

Article XI

UNICEF FUNDS, ASSETS AND OTHER PROPERTY

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

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

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

(c) UNICEF shall be accorded the most favourable, legally available rate of exchange of its financial activities.

2. UNICEF, its assets, income and other property shall:

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

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

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

Article XII

REETING CARDS AND OTHER UNICEF PRODUCTS

Any materials imported or exported by UNICEF or by national bodies duly authorized by UNICEF to act on its behalf, in connection with the established purposes and objectives of the UNICEF Greeting Card Operation, shall be exempt from all customs duties, prohibitions and restrictions, and the sale of such materials for the benefit of UNICEF shall be exempt from all national and local taxes.

Article XIII

UNICEF OFFICIALS

1. Officials of UNICEF shall:

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

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

(c) Be immune from national service obligations;

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

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

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

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

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

3. UNICEF officials shall also be entitled to the following applicable to members of diplomatic missions of comparable rank:

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

(b) To import a motor vehicle free of customs and excise duties, including value-added tax, in accordance with existing government regulation.

Article XIV

EXPERTS ON MISSION

1. Experts on mission shall be granted the privileges and immunities specified in article VI, sections 22 and 23, of the Convention.
2. Experts on mission may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.

Article XV

PERSONS PERFORMING SERVICES FOR UNICEF

1. Persons performing services on UNICEF shall:
 - (a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNICEF;
 - (b) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys.
2. For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services for UNICEF may be accorded such other privileges, immunities and facilities as specified in article XIII above, as may be agreed upon between the Parties.

Article XVI

ACCESS FACILITIES

1. UNICEF officials, experts on mission and persons performing services for UNICEF shall be entitled:
 - (a) To prompt clearance and issuance, free of charge, of visas, licences or permits, where required;
 - (b) To unimpeded access to or from the country, and within the country except in restricted area, to all sites of cooperation activities, to the extent necessary for the implementation of programmes of cooperation.

Article XVII

LOCALLY RECRUITED PERSONNEL ASSIGNED TO HOURLY RATES

Persons recruited locally and assigned to hourly rates shall enjoy the terms and conditions of employment:

- (a) In accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs or the United Nations, including UNICEF;
- (b) Be entitled to the privileges as may be agreed upon between the Parties.

Article XVIII

FACILITIES IN RESPECT OF COMMUNICATIONS

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

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

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

4. UNICEF shall be entitled, in the establishment and operation of its official communications, to the benefits of the International Telecommunication Convention (Nairobi, 1982) and the regulations annexed thereto.

Article XIX

FACILITIES IN RESPECT OF MEANS OF TRANSPORTATION

The Government shall grant UNICEF necessary permits or licences for, and shall not impose undue restrictions on, the acquisition or use and maintenance by UNICEF of civil aeroplanes and other craft required for programme activities under the present Agreement.

Article XX

WAIVER OF PRIVILEGES AND IMMUNITIES

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

Article XXI

CLAIMS AGAINST UNICEF

1. UNICEF cooperation in programmes under the present Agreement is provided for the benefit of the Government and people of the country and, therefore, the Government shall bear all the risks of the operations under the present Agreement.

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

Article XXII

SETTLEMENT OF DISPUTES

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

Article XXIII

ENTRY INTO FORCE

1. This Agreement shall enter into force immediately upon signature by the Parties.

2. The present Agreement supersedes and replaces all previous Basic Agreements, including addenda thereto, between the Government and UNICEF.

Article XXIV

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

Article XXV

TERMINATION

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

IN WITNESS WHEREOF, the undersigned, being the duly authorized plenipotentiary of the Government and the duly appointed representative of UNICEF, have on behalf of the Parties signed the present Agreement, in the English language.

DONE AT Kathmandu this twenty-first day of February nineteen hundred ninety-six.

For the Government of Nepal:

(Signed) Ram Binod BHATTARAI
Acting Secretary
Ministry of Finance

For the United Nations
Children's Fund

(Signed) Daniel J. O'DELL
Representative UNICEF, Nepal

Similar agreements were concluded with the Government of Honduras, on 26 June 1996²¹ and the Government of the Republic of Moldova, on 4 October 1996.²²

4. AGREEMENTS RELATING TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

Agreement between the United Nations Development Programme and the Government of Croatia. Signed at New York on 12 March 1996²³

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

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

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

Article I

SCOPE OF THIS AGREEMENT

1. This Agreement embodies the basic conditions under which UNDP and its executing agencies shall assist the Government in carrying out its development projects, and under which such UNDP-assisted projects shall be executed. It shall apply to all such UNDP assistance and to such project documents or other instruments (hereinafter called project documents) as the Parties

may conclude to define the particulars of such assistance and the respective responsibilities of the Parties and the executing agency hereunder in more detail in regard to such projects.

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

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

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

(d) Equipment and supplies not readily available in the Republic of Croatia (hereinafter called the country);

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

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

(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 representative 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 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 executing 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 regularly 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.

(c) For all activities for and in connection with implementation of this Agreement, the Government may establish a special office. Until it is established, all activities for and in relation to implementation of this Agreement shall be performed exclusively through the Ministry of Development and Reconstruction of the Republic of Croatia.

Article III

EXECUTION OF PROJECTS

1. 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 consultation and agreement with the cooperating agency, and any arrangements to this effect shall be stipulated in the 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 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 intellectual property rights to any discoveries, inventions or work which result solely and specifically from the work done by experts and or other persons performing services on behalf of UNDP or other executing agencies under this Agreement shall belong to UNDP. In such cases, the Government shall have the right to use (and explicit) such discoveries, inventions and works within the territory of the Republic of Croatia, free of royalty or other charges.

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 fulfillment 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 the project site together with any incidental handling or storage and related expenses, its insurance after delivery to the project site, and its installation and maintenance.

3. The Government shall also meet the salaries of trainees and recipients of fellowships during the 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 designated for this purpose by the Secretary-General of the United Nations and shall be administered in accordance with the applicable financial regulations of the UNDP.

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

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

Article VI

ASSESSED PROGRAMME COSTS 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, interpreter-translator 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 executive 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 his 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 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 within the country;
- (d) Postage and telecommunications for official purposes;
- (e) Subsistence for the Resident Representative and his international recruited staff while in official travel status within the country.

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

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

Article VII

RELATION TO ASSISTANCE FROM OTHER SOURCES

In the event that assistance towards the execution of a project is obtained by either Party from other sources, the Parties shall consult each other and the executing agency with a view to effective 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 subsidiary organs of the United Nations acting as UNDP executing agencies, their property, funds and assets, and to their officials, including the Resident Representative and other members of the UNDP mission in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations.

2. The Government shall apply to each specialized agency acting as an executing agency, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, including any annex to the Convention applicable to such specialized agency. In case the International Atomic Energy Agency (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 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 and all locally recruited personnel, performing services on behalf of UNDP, a specialized agency or IAEA who are not covered by paragraphs 1 and 2 above the same privileges and immunities as officials of the United Nations, the specialized agency concerned or IAEA under sections 18, 19, or 18 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the Specialized Agencies, or of the Agreement on the Privileges and Immunities of IAEA.

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

- (i) All papers and documents relating to a project in the possession or under the control of the persons referred to in subparagraph 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 the IAEA as the case may be.

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

Article X

FACILITIES FOR EXECUTION OF UNDP ASSISTANCE

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

- (a) Prompt clearance of experts and other persons performing services on behalf of the UNDP or an executing agency;
- (b) Prompt issuance without cost of necessary visas, 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 the Republic of Croatia, the Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims which may be brought by third parties against UNDP or an executing agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Parties and the executing agency are agreed that a claim or liability arises from the gross negligence or willful misconduct of the above-mentioned individuals.

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 the judgement of UNDP any circumstances 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 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 principles 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 service with the Government may be referred to the executing agency providing the operational expert by 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 be subject to ratification by the Government, and shall come into force upon receipt by UNDP of notification from the Government of its ratification. Pending such ratification, it shall be given provisional effect by the Parties. It shall continue in force until terminated under paragraph 3 below. Upon the entry into force of this Agreement, it shall supersede existing Agreements concerning the provision of assistance to the Government out of UNDP resources and concerning the UNDP office in the country, and it shall apply to all assistance provided to the Government and to the UNDP office established in the country under the provisions of the Agreements now superseded.

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

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

4. The obligations assumed by the Parties under articles IV (concerning project information) and VIII (concerning the use of assistance) 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 the 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, duly appointed representatives of the United Nations Development Programme and of the Government, respectively, have on behalf of the Parties signed the present Agreement, in the English language in two copies at New York this 12th day of March 1996.

For the United Nations
Development Programme:

(Signed) Rafeeuddin AHMED
Associate Administrator
United Nations Development

For the Government of Croatia:

(Signed) Mario NOBILO
Ambassador
Permanent Representative of the
Republic of Croatia to
the United Nations

5. AGREEMENTS RELATING TO THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

Cooperation and Office Agreement between the Office of the United Nations High Commissioner for Refugees and the Government of Kuwait. Signed at Kuwait on 8 April 1996²⁴

Whereas the Office of the United Nations High Commissioner for Refugees and the Government of the State of Kuwait firmly believe in noble humanitarian principles and values.

Whereas the Office of the United Nations High Commissioner for Refugees was established under the terms of General Assembly resolution 319 (IV) of 3 December 1949,

Whereas the Statute of the Office of the United Nations High Commissioner for Refugees, which was adopted by the General Assembly of the United Nations in resolution 428 (V) of 14 December 1950, stipulates, inter alia, that the High Commissioner, acting under the authority of the General Assembly shall assume the function of providing international protection, under the auspices of the United

Nations, to refugees who fall within the scope of the Statute and of seeking permanent solutions to their problems by facilitating the voluntary repatriation of such refugees, or their assimilation within new national communities,

Whereas the Office of the United Nations High Commissioner for Refugees, being a subsidiary organ established by the General Assembly in accordance with Article 22 of the Charter of the United Nations, forms an integral part of the United Nations, the status, privileges and immunities of which are governed by the Convention on the Privileges and Immunities of the United Nations, which was adopted by the General Assembly on 13 February 1946,

In view of the fact that the Office of the United Nations High Commissioner for Refugees has been engaging in humanitarian endeavours in Kuwait since the latter's recovery of its sovereignty and territorial integrity,

In view of the fact that the Office of the United Nations High Commissioner for Refugees has requested the Government of the State of Kuwait to permit it to open an office in the State of Kuwait and to grant it appropriate privileges and immunities for the performance of its work,

Whereas the Government of the State of Kuwait and the Office of the United Nations High Commissioner for Refugees wish to specify the terms and conditions for the latter's representation, within the limits of its mandate in Kuwait,

In view of the fact that the Government of the State of Kuwait has agreed to the said request,

The Government of the State of Kuwait and the Office of the United Nations High Commissioner for Refugees have concluded this Agreement in a spirit of friendly cooperation.

Article I

DEFINITIONS

For the purposes of this Agreement, the following expressions shall have the meanings specified hereunder:

The Government:	The Government of the State of Kuwait,
UNHCR:	The Office of the United Nations High Commissioner for Refugees;
The Office:	The UNHCR Office in Kuwait;
The Office premises:	All the buildings and parts of buildings occupied by the UNHCR Office in any capacity whatsoever;
The UNHCR:	The UNHCR official responsible for the Office in the representative country. The persons working in the Office and performing activities under the supervision of the head of the Office, who shall notify their names to the Ministry of Foreign Affairs of the State of Kuwait.
Family:	The husband, wife and minor children who have not yet reached full legal age as defined in the laws in force in the State of Kuwait.

Article 3

LEGAL PERSONALITY

UNHCR shall have legal personality and its office in Kuwait shall enjoy legal competence to enter into contracts, to acquire movable and immovable property and to engage in litigation, on behalf of UNHCR.

Article 3

PURPOSE OF THIS AGREEMENT

Without prejudice to the laws and regulations applicable in the State of Kuwait, the purpose of this Agreement is to define the tasks to be undertaken by UNHCR through its Office in the State of Kuwait, as well as its privileges and immunities, in the manner shown in article 4, in particular, and also in the other articles of this Agreement.

Article 4

FIELDS OF COOPERATION

(a) UNHCR, acting in cooperation and consultation with the Government, shall provide international protection to refugees and other persons who fall within the scope of its mandate in accordance with its Statute and the other relevant resolutions concerning UNHCR, as adopted by the General Assembly of the United Nations, and shall seek permanent solutions to their problems by facilitating their voluntary return to their countries of origin, or their assimilation within new national communities. UNHCR, acting in cooperation with the Government, shall also organize and provide humanitarian assistance for the refugees.

(b) The Government shall facilitate access of the staff of the UNHCR Office to all the refugees and persons falling within UNHCR's mandate in accordance with its Statute.

Article 5

PRIVILEGES AND IMMUNITIES

The Convention on the Privileges and Immunities of the United Nations which was adopted by the General Assembly on 13 February 1946 and to which the Government became a party on 13 December 1963, constitutes the general law form which the provisions of this Agreement is drawn. The Convention shall apply whenever no stipulations were provided for in this Agreement.

Article 6

IMMUNITY OF THE OFFICE PREMISES

1. The Office, as well as its funds and property, shall enjoy immunity from all forms of legal proceedings except in so far as UNCHR might waive such stipulated immunity in any particular cases.

2. The Office premises shall be inviolable and its property, funds and assets, regardless of their location or the identity of their holder in the State of Kuwait, shall enjoy immunity from search, confiscation, seizure and any other form of interference.

3. The inviolability of the Office's records and, in general, of all its documents and the documents in its possession, shall be safeguarded and they shall not be interfered with, regardless of their location or the identity of the person holding them.

4. The Office shall be exempt from customs dues, embargo orders and restrictions imposed on materials that it imports or exports for its official use, provided that such materials imported under the terms of this exemption are not sold within the country without the prior consent of the Government.

5. The Office shall be entitled to import funds, banknotes and foreign currency into the State of Kuwait or transfer the same to any other country.

6. The Office premises shall under no circumstances be used to grant asylum to any person, particularly persons who have been legally convicted for committing crimes, who are fugitives from justice, for whom an arrest warrant has been issued or whose expulsion from the country has been ordered by the Government.

Article 7

COMMUNICATION FACILITIES

1. UNHCR shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government including its diplomatic missions, in matter of priorities, tariffs and charges on mail, cablegrams, telephoto, telephone, telegraph, telex and other communications.

2. UNHCR shall have the right to use codes and to dispatch and receive correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

3. UNHCR shall have the right to operate radio and other telecommunications equipment on United Nations registered frequencies, and those allocated by the Government.

Article 8

FACILITIES

The Government shall endeavour to grant the Office the facilities needed to enable it to discharge its functions in the State of Kuwait.

Article 9

STATUS OF THE MEMBERS OF THE OFFICE

(a) Without prejudice to article 5, the Office staff, regardless of their nationality shall enjoy the following privileges and immunities:

- (i) Judicial immunity in respect of all their spoken or written statements or actions in their official capacity. This immunity shall continue even after the termination of employment with UNHCR;
- (ii) Exemption from all taxes on the salaries and allowances that they receive;
- (iii) The Office staff and their families shall be issued the required residence permits and return visas;
- (iv) In the event of international crisis, the office staff and their families shall be accorded the same facilities as those granted to officials of comparable rank of diplomatic missions in regard to return to their country;
- (v) They shall have the rights to import their personal effects and a vehicle for personal use free of duty according to the regulations applicable to diplomatic representatives accredited in the country;
- (vi) The same privileges as those accorded to similarly ranking members of diplomatic missions accredited to the State of Kuwait in regard to currency exchange facilities.

(b) The Office staff who are not citizens of the State of Kuwait shall enjoy the following additional privileges and immunities:

- (i) Immunity from arrest, detention and seizure of personal property;
- (ii) Inviolability of their place of residence, as well as their vehicles, documents, manuscripts and all their personal effects.

Article 10

PRIVILEGES AND IMMUNITIES OF THE HEAD OF THE OFFICE

In addition to the privileges and immunities referred to in article 9, the head of the Office, as well as his spouse and minor children, shall enjoy the same privileges, immunities, exemptions and facilities as those accorded to the heads of diplomatic missions.

Article 11

PRIVILEGES AND IMMUNITIES OF PERSONS DISPATCHED ON TEMPORARY MISSIONS

Persons dispatched to the State of Kuwait on temporary missions shall benefit from the same privileges and immunities as those accorded to the Office staff under the terms of this Agreement.

Article 12

COOPERATION WITH THE GOVERNMENT

1. The privileges and immunities are granted in favour of the United Nations and UNHCR and not for the personal benefit of the individuals themselves. Consequently, UNHCR shall at times cooperate with the authorities to facilitate the proper administration of justice, ensure compliance with the police regulations and prevent any misuse of the privileges and immunities provided for in this Agreement.

2. The Government may, at any time and at its own discretion, regard any of the Office staff as *personae non grata* in accordance with the provisions of article 9 of the Vienna Convention on Diplomatic Relations of 1961.

3. When implementing this Agreement, the two parties shall show due regard for the common interests of the State of Kuwait and UNHCR.

Article 13

SETTLEMENT OF DISPUTES

Disputes between the State of Kuwait and UNHCR concerning the interpretation or application of this Agreement shall be settled through negotiation between the two parties or in any other manner agreed upon. The two parties shall endeavour to settle such disputes in good faith.

Article 14

DENUNCIATION OF THE AGREEMENT

Either of the two parties may denounce the Agreement by giving the other party a minimum of six months' notice, on the expiration of which this Agreement shall cease to have any effect.

Article 15

ENTRY INTO FORCE

This Agreement shall enter into force on the date on which the Government notifies UNHCR of the completion of its constitutional procedures for the ratification of this Agreement. The two parties shall show due regard for the common interests of the State of Kuwait and UNHCR during the implementation of this Agreement.

IN WITNESS WHEREOF, the two legally empowered representatives have signed this Agreement in two original copies in the Arabic and English languages, each being equally authentic.

DONE at Kuwait on 8 April 1996. Corresponding to 20th of Zulqidah 1416h.

For the Government of
The State of Kuwait:
(Signed) Sabah El Ahmed AL JABER
The First Deputy Prime Minister
Minister for Foreign Affairs

For the Office of the United Nations
High Commissioner for Refugees:
(Signed) Moustapha OMAR
Chief of Mission

B. Treaty provisions concerning the legal status of inter-governmental organizations related the United Nations

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES,²⁵ APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947

<i>State</i>	<i>Date of receipt of instrument of accession or succession</i>	<i>Specialized agencies</i>
Nepal	11 September 1996	ILO
The former Yugoslav Republic of Macedonia	11 March 1996 (succession) text of annex II), UNESCO, IMF, IBRD, WHO (second and third revised texts of annex VII), UPU, ITU, WMO, IMO, IFC, IDA, WIPO, IFAD	ILO, FAO (revised and second revised

As at 31 December 1996, 103 States were parties to the Convention.²⁶

2. FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

- (a) Agreement between the Food and Agriculture Organization of the United Nations and the Government of Barbados regarding the FAO subregional office for the Caribbean. Signed at Bridgetown on 14 June 1996²⁷

The Government of Barbados and the Food and Agriculture Organization of the United Nations

Desiring to conclude an agreement pursuant to the recommendations made by the Council of the Food and Agriculture Organization of the United Nations at its 106th (one hundred and sixth) Session regarding the establishment of sub-regional offices of the Organization, have agreed as follows:

Article I

DEFINITIONS

Section 1

In this Agreement:

(a) the expression "FAO" means the Food and Agriculture Organization of the United Nations;

(b) the expression "Subregional Office" means the FAO Subregional Office for the Caribbean established in Barbados;

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

(d) the expression "Director-General" means the Director-General for FAO, and during his absence from duty the Director-General, or any officer designated by him to act on his behalf;

(e) the expression "Subregional Representative" means the Subregional Representative of the Director-General of FAO for the Caribbean and, in his absence, his duly authorized Deputy;

(f) the expression "appropriate Barbadian Authorities" means such national, or other authorities in Barbados as may be appropriate in the context and in accordance with the laws and customs applicable in Barbados;

(g) the expression "laws of Barbados" includes legislative acts, regulations or orders, issued by or under authority of the Government or appropriate Barbadian authorities;

(h) the expression "Member" means a Member of FAO;

(i) the expression "Representatives of Members" includes all representatives, alternates, advisers and technical experts and secretaries of delegations;

(j) the expression "meetings convened by FAO" means meetings of the Conference of FAO, the Council of FAO, any international conference or other gathering convened by FAO and any commission, committee or subsidiary body of any of these bodies;

(k) the expression "Subregional Office Seat" means the premises occupied by the Subregional Office;

(l) the expression "archives of FAO" includes records and correspondence, documents, manuscripts, still and moving pictures and films, and sound recordings belonging to or held by FAO;

(m) the expression "Officers of FAO" means all members of the Staff of FAO appointed by the Director-General or on his behalf, other than manual workers locally recruited on an hourly basis;

(n) the expression "property", as used in article VIII, means all property, including funds, income and assets, belonging to FAO or held or administered by FAO in furtherance of its constitutional functions.

Article II

JURIDICAL PERSONALITY AND FREEDOM OF ASSEMBLY

Section 2

The Government recognizes the juridical personality of FAO and its capacity:

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

Section 3

The Government recognizes the right of FAO to convene meetings within the Subregional Office Seat, or with the concurrence of the appropriate Barbadian authorities, elsewhere in Barbados. At meetings convened by FAO, the Government shall take all proper steps to ensure that no impediment is placed in the way of full freedom of discussion and decision.

Article III

THE SUBREGIONAL OFFICE SEAT

Section 4

The Government shall grant free of charge of FAO and FAO shall accept, as from the date of entry into force and during the life of this Agreement, the use and occupancy of premises and the use of installations suitable for the operation of the Subregional Office, as indicated in the annex to this Agreement.

Section 5

The Government shall provide, free of charge, all repairs, whether major or minor, and internal services required to maintain the Subregional Office; such services to include among others, cleaning, protection, of a quality not inferior to those provided for comparable offices of the Government.

Article IV

INVIOABILITY OF THE SUBREGIONAL OFFICE SEAT

Section 6

(a) The Government recognizes the inviolability of the Subregional Office Seat which shall be under the control and authority of FAO, as provided in this Agreement.

(b) No officer or official of the Government, whether administrative, judicial, military or police or other person exercising any public authority within Barbados, shall enter the Subregional Office Seat to perform any official duties therein except with the consent of, and under conditions agreed to by, the Director-General or the Subregional Representative.

(c) Without prejudice to the provisions of article X, FAO prevent the Subregional Office Seat from being used as a refuge by persons who are avoiding arrest under any law of Barbados, or who are required by the Government for extradition to another country, or who are endeavouring to avoid service of legal process of judicial proceedings.

Article V

PROTECTION OF THE SUBREGIONAL OFFICE SEAT

Section 7

(a) The appropriate Barbadian authorities shall exercise due diligence to ensure that the security and tranquility of the Subregional Office Seat is not disturbed by any person or group of persons attempting unauthorized entry or by creating disturbances in the immediate vicinity of the Subregional Office Seat.

(b) If so requested by the Subregional Representative, the appropriate Barbadian authorities shall provide a sufficient number of police for the preservation of law and order in the Subregional Office Seat and for the removal therefrom of offenders.

Article VI

PUBLIC SERVICES

Section 8

(a) The appropriate Barbadian authorities shall exercise, to the extent requested by the Director-General or the Subregional Representative, their respective powers to ensure that the Subregional Office Seat shall be supplied with the necessary public services, including, without limitation by reason of this enumeration, fire protection, electricity, water, sewerage, refuse collection, gas, post, telephone, telex and telegraph, and that such public services shall be supplied on terms not less favorable than those applied to any other international organization in Barbados. In case of any interruption or threatened interruption of any such services, the appropriate Barbadian authorities shall consider the needs of FAO as being of equal importance with those of any other international organization and shall take steps accordingly to ensure that the work of FAO is not prejudiced.

(b) Where gas, electricity or water are supplied by appropriate Barbadian authorities or bodies under their control, FAO shall be supplied at special tariffs which shall not exceed the lowest rates accorded to any other international organization in Barbados.

Article VII

COMMUNICATIONS

Section 9

FAO shall enjoy for its official communications treatment not less favorable than that accorded by the Government to any other international organization or Government, including the diplomatic mission of any such other Government, in the matter of priorities and rates on mails, cables, telegrams, telex, radiograms, telephotos, telephone and other communications and press rates for information to press and radio.

Section 10

(a) No censorship shall be applied to the official correspondence or other communications of FAO and to all correspondence or other communications directed to FAO or to any Officer of FAO. Such immunity shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, videos and films and sound recordings.

(b) FAO shall have the right to use codes and to dispatch and receive correspondence and other official communications by courier or in sealed bags, with the same privileges and immunities extended in respect of them as are accorded to diplomatic couriers and bags.

(c) Nothing in this section shall be construed to preclude the adoption of appropriate security precautions to be determined by supplemental agreement between FAO and the Government.

Article VIII

PROPERTY OF FAO AND TAXATION

Section 11

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

Section 12

The property and assets of FAO, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive or administrative action.

Section 13

The archives of FAO, and in general all documents belonging to FAO or held by it, shall be inviolable wherever located.

Section 14

FAO and its assets, income and other property shall be exempt:

(a) From any form of direct taxation, value-added tax, fees, tolls, duties and levies. FAO, however, will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) From customs duties and from prohibitions and restrictions on imports and exports in respect of articles imported or exported by FAO for its official use, on the understanding that articles imported under such exemption will not be sold within the country except in accordance with conditions to be mutually agreed upon; such exemption being subject to the compliance with such conditions as the Comptroller of Customs may prescribe;

(c) From customs duties and prohibitions and restrictions in respect of the import and export of its publications, still and moving pictures, videos and films and sound recordings; such exemption being subject to the compliance with such conditions as the Comptroller of Customs may prescribe.

Article IX

FINANCIAL FACILITIES

Section 15

(a) Upon FAO applying to the Central Bank of Barbados, FAO:

- (i) May hold funds, gold or currency of any kind and operate foreign currency accounts in any currency;
- (ii) Shall be free to transfer its funds, securities, gold or currency from one country to another or within Barbados and to convert any currency held by it into any other currency.

(b) FAO shall, in exercising its rights under this section, pay due regard to any representations made by the Government insofar as effect can be given to such representations without detriment to the interest of FAO.

(c) FAO shall be accorded the most favourable, legally available rate of exchange for its financial activities.

Article X

TRANSIT AND SOJOURN

Section 16

(a) The appropriate Barbadian authorities shall take all necessary measures to facilitate the entry into, sojourn in and departure from Barbados of the persons listed below, irrespective of their nationalities, when on official FAO business, shall impose no impediment to their transit to or from the Subregional Office Seat and shall afford them every necessary protection:

- (i) The Independent Chairman of the Council of FAO, representatives of FAO Members, the United Nations or any specialized agency of the United Nations and their spouses;

- (ii) Officers of FAO and their families;
- (iii) Officers of the Subregional Office, their families and other members of their households;
- (iv) Persons other than officers of FAO, performing missions for FAO and their spouses;
- (v) Other persons invited to the Subregional Office Seat on official business.

The Director-General or the Subregional Representative shall communicate the names of such persons to the Government within a reasonable time.

(b) This section shall not apply to general interruptions in transportation, which shall be dealt with as provided in section 8(a) and shall not impair the effectiveness of generally applicable laws as to the operation of means of transportation.

(c) Visas which may be required for persons referred to in this section shall be granted without charge and as promptly as possible.

(d) No activity performed by any such person in his official capacity as described in subsection (a) shall constitute a reason for preventing his entry into Barbados or for requiring him to leave Barbados.

(e) No person referred to in subsection (a) above shall be required to leave Barbados except in the case of an abuse of the right of sojourn arising out of activities unconnected with his official functions as recognized by the Subregional Representative and in accordance with the following conditions:

- (i) No proceeding shall be instituted under such laws to require any such person to leave Barbados except with the prior approval of the Minister For Foreign Affairs of Barbados;
- (ii) In the case of the representative of a Member, such approval shall be given only after consultation with the authorities of the appropriate Member;
- (iii) In the case of any other person mentioned in subsection (a), such approval shall be given only after consultation with the Subregional Representative or the Director-General, the Secretary-General of the United Nations or the principal executive officer of the appropriate specialized agency, as the case may be;
- (iv) A representative of the Member concerned, the Subregional Representative or the Director-General, the Secretary-General of the United Nations or the principal executive officer of the appropriate specialized agency, as the case may be, shall have the right to appear and be heard in any such proceedings on behalf of the person against whom they shall have been instituted;
- (v) Persons who are entitled to diplomatic privileges and immunities shall not be required to leave Barbados otherwise than in accordance with the customary procedure applicable to diplomatic envoys accredited to Barbados.

(f) This section shall not prevent the requirement of reasonable evidence to establish that persons claiming the rights granted by this section come within the classes described in subsection (a), or the reasonable application of quarantine and health regulations.

Article XI

INDEPENDENT CHAIRMAN OF THE COUNCIL AND REPRESENTATIVES AT MEETINGS

Section 17

The Independent Chairman of the Council of FAO, representatives of Members, representatives or observers of nations and representatives of the United Nations and its specialized agencies at meetings convened by FAO shall be entitled, in the territory of Barbados while exercising their functions and during their journeys to and from the Subregional Office Seat and other places of meetings, to the same privileges and immunities as are provided for under article V (sections 13 to 17 inclusive) of the Convention on the Privileges and Immunities of the Specialized Agencies, and in paragraph 1 of annex 2 to that Convention.

Article XII

OFFICERS OF FAO MEMBERS OF FAO MISSIONS PERSONS INVITED TO THE SUBREGIONAL OFFICE SEAT ON OFFICIAL BUSINESS

Section 18

- (a) Officers of FAO shall enjoy within and with respect to Barbados:
- (i) Immunity from legal process of any kind with respect to words spoken or written and all acts performed by them in their official capacity, such immunity to continue notwithstanding the fact that the persons concerned might have ceased to be officers of FAO providing that the immunity refers to the performance of the said acts while in the performance of their office capacity;
 - (ii) Exemption from any form of direct taxation on salaries and emoluments paid to them by FAO;
 - (iii) Exemption, with respect to themselves, their spouses and relatives dependent on them, from immigration restrictions and alien registration;
 - (iv) Exemption from national service obligations for officers of FAO provided that, with respect to nationals or permanent residents of the host country, such exemption shall be confined to officials whose names have, by reason of their duties, been placed on a list compiled by the Subregional Representative and approved by the Government; provided further that officials, other than those listed, who are nationals or permanent residents of Barbados, are called up for national service, the Government shall, upon request of the Subregional Representative, grant such temporary deferments in the call-up of such officials as may be necessary to avoid interruption of essential work;

- (v) The same protection and repatriation facilities with respect to themselves, their families and other members of their households as are accorded to diplomatic envoys in time of international crisis;
- (b) Internationally recruited Officers of FAO (between P-1 and P-4 levels as well as General Service staff) shall in addition enjoy within and with respect to Barbados:
 - (i) The right to import, free of duty and other levies, prohibitions and restrictions on import, their furniture and effects, including one vehicle for personal use, within six months after first taking up their posts in Barbados or, in the case of officers who have not completed their probationary periods, within six months after confirmation of their employment with FAO;
 - (ii) Exemption, for officers of FAO other than Barbadian nationals or permanent residents, from any form of direct taxation on income derived from sources outside Barbados;
 - (iii) Freedom, for officers who are not Barbadian nationals or permanent residents, to maintain within Barbados or elsewhere foreign securities and other movable and immovable property; and while employed by FAO and at the time of termination of such employment, the right to take out of Barbados funds in foreign currencies without any restrictions or limitations provided that the said officers can show good cause for their lawful possession of such funds. In particular, they shall have the right to take out of Barbados their funds in the same currencies and up to the same amounts as they brought into Barbados through authorized channels.

Section 19

The names of the officers of FAO shall be communicated to the appropriate Barbados authorities from time to time.

Section 20

(a) The Subregional Representative, or his Deputy during his absence from duty, will have the status of head of diplomatic mission.

(b) The Government shall accord to the Subregional Representative and senior officers (P-5 level and above) of the Subregional Office designated by the Director-General the same diplomatic privileges and immunities as are accorded to the head of a diplomatic mission, including:

- (i) Immunity from personal arrest or detention;
- (ii) Immunity from inspection and immunity from seizure of their official baggage and immunity from seizure of their personal baggage;
- (iii) Immunity from inspection of their personal baggage unless there are serious grounds for presuming that the said personal baggage contains articles, the import or export of which is prohibited by the law or controlled by the quarantine regulations of Barbados. Such inspection shall be conducted only in the presence of the Subregional Representative, the senior officers or their authorized representatives.

(c) The Subregional Representative and senior officers of the Subregional Office shall be incorporated by the Ministry of Foreign Affairs, in consultation with the Director-General, into the appropriate diplomatic categories and shall enjoy the customary exemptions granted to such diplomatic categories in Barbados.

(d) All officers of FAO shall be provided with a special identity card.

Section 21

Persons other than officers of FAO who are members of FAO missions or who are invited to the Subregional Office Seat by FAO on official business shall be accorded the privileges and immunities specified in section 18 except those specified in subsection (a)(v). In addition, they shall enjoy immunity from personal arrest or detention and immunity from seizure of their personal baggage.

Section 22

(a) The privileges and immunities accorded by this article are conferred in the interests of FAO and not for the personal benefit of the individuals themselves. The Director-General shall waive the immunity of any officer in any case, where, in his opinion, the immunity would impede the course of justice and could be waived without prejudice to the interests of FAO.

(b) FAO and its officers shall cooperate at all times with the appropriate Barbadian authorities to facilitate the proper administration of justice, to secure the observance of police regulations and to prevent the occurrence of any abuses in connection with the privileges and immunities accorded by this article.

Article XIII

Laissez-Passer

Section 23

The Government shall recognize and accept the United Nations laissez-passer issued to officers of FAO, and to the Independent Chairman of the Council, as a valid travel document equivalent to a passport. Applications for visas from holders of United Nations laissez-passer shall be dealt with as speedily as possible.

Section 24

Similar facilities to those specified in section 23 shall be accorded to persons who, though not the holders of United Nations laissez-passer, have a certificate that they are traveling on the business of FAO.

Article XIV

GENERAL PROVISIONS

Section 25

(a) The Director-General and the Subregional Representative shall take every precaution to ensure that no abuse of a privilege or immunity conferred by this Agreement shall occur, and for this purpose shall establish such rules and regulations as they may deem necessary and expedient for officers of FAO and persons performing missions for FAO.

(b) Should the Government consider that an abuse of privilege or immunity conferred by this Agreement has occurred, the Director-General or the Subregional Representative shall, upon request, consult with the appropriate Barbadian authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Director-General and the Government, the matter shall be determined in accordance with the procedure set out in article XV.

Section 26

The Subregional Representative shall also represent FAO in Barbados, and shall be responsible, within the limits of the authority delegated to him, for all aspects of FAO's activities in the country. In the effective performance of his functions, the Subregional Representative shall have direct access to appropriate policy and planning levels of the Government in the agriculture, fishery and forestry sectors of the economy, as well as to central planning authorities. Any technical assistance provided by FAO from its own budgetary resources shall be covered by specific agreements between the Government and FAO.

Article XV

SUPPLEMENTAL AGREEMENTS AND SETTLEMENT OF DISPUTES

Section 27

(a) The Government and FAO may enter into such supplemental agreements as may be necessary within the scope of this Agreement.

(b) The provisions of the Convention on the Privileges and Immunities of the Specialized Agencies shall, where they relate to the same subject matter, be treated as complementary to this Agreement.

Section 28

Any dispute between FAO and the Government concerning the interpretation or application of this Agreement or any supplemental agreements, or any question affecting the Subregional Office Seat or the relationships between FAO and the Government, which is not settled by negotiation or other agreed mode of settlement shall be referred for final decision to a tribunal of three arbitrators one to be chosen by the Director-General, one to be chosen by the Minister for Foreign Affairs of Barbados and the third, who shall be Chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third, such third arbitrator shall be chosen by the President of the International Court of Justice.

Article XVI

ENTRY INTO FORCE, OPERATION AND DENUNCIATION

Section 29

(a) This Agreement shall enter into force upon notification by both Parties that their respective internal requirements have been complied with.

(b) Consultants with respect to modification of this Agreement shall be entered into at the request of the Government or FAO. Any such modification shall be by mutual consent.

(c) This Agreement shall be construed in the light of its primary purpose to enable the Subregional Office fully and efficiently to discharge its responsibilities and fulfil its purpose.

(d) Where this Agreement imposes obligations on the appropriate Barbadian authorities, the ultimate responsibility for the fulfillment of such obligations shall rest with the Government.

(e) This Agreement and any supplemental agreement entered into by the Government and FAO pursuant to this Agreement shall cease to be in force six months after either the Government or FAO shall have given notice in writing to the other of its decisions to terminate this Agreement, except for such provisions as may be applicable in connection with the orderly termination of the operations of FAO at its Subregional Office in Barbados and the disposition of its property therein.

Section 30

The Agreement between the Government and FAO regarding the arrangements to be made to appoint an FAO representative in Barbados and for the establishment of his office, constituted by the exchange of letters between the

Government and FAO of 14 March 1978 and 31 August 1978, is terminated with effect from the date of entry into force of the present Agreement; provided that such termination shall not affect any rights, obligations or liabilities of either party outstanding under that Agreement at the time of its termination.

IN WITNESS WHEREOF the Government and the Food and Agriculture Organization of the United Nations have signed this Agreement in duplicate in the English language.

For the Food and Agriculture
Organization of the United Nations:
Bridgetown

(Signed) Lawrence A. WILSON

On the 14th day of June 1996
The Subregional Representative
For the Caribbean
On behalf of the Director-General

For the Government of Barbados:

Bridgetown

(Signed) Billie MILLER

On the 14th day of June 1996
Minister for Foreign Affairs

Similar agreements were concluded between the Food and Agriculture Organization of the United Nations and the Independent State of Western Samoa,²⁸ on 10 January 1996, and Tunisia,²⁹ on 3 August 1996.

(b) Agreements based on the standard "Memorandum of Responsibilities" in respect of FAO sessions

Agreements concerning specific sessions held outside FAO headquarters, containing provisions on privileges and immunities of FAO and with participants similar to those in the standard text published in the 1972 Juridical Yearbook were concluded in 1996 with the Governments of the following countries acting as hosts to such sessions: Brazil, Burkina Faso, Cameroon, Central African Republic, Costa Rica, Cyprus, Finland, France, Germany,²⁸ Ghana, Hungary, Iceland, Ireland, Israel, Italy,³⁰ Japan, Kenya, Lebanon, Malaysia, Mali, Mauritania, Morocco, Myanmar, New Zealand, Norway, Panama, Paraguay, Philippines, Republic of Korea, Samoa, Spain,³⁰ Sri Lanka, Sweden, Uganda, United States of America and Zimbabwe.

(c) Agreements based on the standard "Memorandum of Responsibilities" in respect of FAO seminars, workshops, training courses or related study tours

Agreements concerning specific training activities containing provisions on privileges and immunities of FAO and participants similar to those in the standard text published in the 1972 Juridical Yearbook were concluded in 1996 with the Governments of the following countries acting as hosts to such training activities: Benin, Cote d'Ivoire, Mauritius and Romania.

3. UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

Agreements relating to conferences, seminars and other meetings

- (a) Agreement between the United Nations Educational, Scientific and Cultural Organization and the Government of Jamaica concerning the Seventh Regional Conference of Ministers of Education of Member States in Latin America and the Caribbean (MINEDLAC VII) and the Sixth Meeting of the Intergovernmental Regional Committee for the Major Project in the field of Education in Latin America and the Caribbean (PROMEDLAC VI), Kingston 13-17 May 1996

PRIVILEGES AND IMMUNITIES

The Government of Jamaica shall apply, in all matters relating to these meetings, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations as well as annex IV thereof, to which Jamaica has been a party since 4 November 1963. In particular, the Government shall ensure that no restriction is placed upon the entry into, sojourn in and departure from the territory of Jamaica of all persons, of whatever nationality, entitled to attend the meeting by virtue of a decision of the appropriate authorities of UNESCO and in accordance with the Organization's pertinent rules and regulations.

DAMAGE AND ACCIDENTS

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

4. UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

- (a) Agreement between the United Nations Industrial Development Organization and the Government of Italy concerning the institutional arrangements for the International Centre for Science and High Technology. Signed at Vienna on 9 November 1993³¹

Whereas article 2 (j) of the Constitution of the United Nations Industrial Development Organization (hereinafter referred to as "UNIDO") provides that UNIDO shall promote, encourage and assist in the development, selection, ad-

aptation, transfer and use of industrial technology, with due regard for the socio-economic conditions and the specific requirements of the industry concerned, with special reference to the transfer of technology from the industrialized to the developing countries as well as among the developing countries themselves;

Whereas the General Conference of UNIDO took note by resolution GC.4/Res.14 that an international center for science and high technology will be established as described in document GC.4/39 of the General Conference;

Whereas the Government of Italy (hereinafter referred to as "the Government") has welcomed the establishment of the International Centre for Science and High Technology (hereinafter referred to as "ICS") and has declared its readiness to provide UNIDO with financial, logistical and other support, including the necessary premises, for ICS;

Whereas the objective of the ICS is to develop and strengthen the scientific and technological capabilities of developing countries in the creation and application of scientific knowledge;

Whereas the paucity of research capacities in developing countries can be overcome by providing scientists from developing countries with training and access to state-of-the-art equipment and facilities relevant to the development of science-based industry;

Whereas the beneficiaries of the activities of ICS will be scientists from developing countries and through them, the technologists and industrialists in such countries;

Whereas it is expected that contributions from further donors interested in the activities of ICS will be received;

Now therefore the Government and UNIDO hereby agree as follows:

Article I

LEGAL STATUS

1. The International Centre for Science and High Technology is established within the legal framework of UNIDO as a scientific institution with autonomy as defined in the present Agreement.

2. ICS will comprise three institutes:

(a) The International Institute for Pure and Applied Chemistry;
(b) The International Institute for Earth, Environmental and Marine Sciences and Technologies, and

(c) The International Institute for High Technology and New Materials.

3. The headquarters of ICS, including facilities for the three institutes referred to in paragraph 2 above, will be located in Trieste, Italy, and facilities for the International Institute for Earth, Environmental and Marine Sciences and Technologies will also be established in Venice.

Article II

OBJECTIVES

The objectives of ICS will be the following:

- (a) To further, for the benefit of developing countries, the utilization of applied science for peaceful aims, and the development of science-based technologies;
- (b) To promote and stimulate high-level research with a direct involvement of developing countries' scientists, and
- (c) To provide conditions and structures for the professional promotion of scientists and technicians of developing countries.

Article III

FUNCTIONS

To fulfil the objectives mentioned in article II, ICS will carry out the following main functions: long-term and short-term training; research; conduct of workshops and scientific meetings; operation of a scheme of visiting scientists and associates; advisory services, cooperation with industry, cooperation with and affiliation of relevant national institutions, transfer of technologies.

Article IV

ACTIVITIES

The three institutes will carry out activities selected from one or more of the following subject areas:

- (a) The International Institute for Pure and Applied Chemistry: macromolecules, catalysis, reactivity, computer chemistry, synthesis, fine pharmaceuticals and interfacial phenomena;
- (b) The International Institute for Earth, Environmental and Marine Sciences and Technologies: recent advances in geophysics prospecting, earthquake prediction and engineering, atmosphere and oceans, environmental aspects of climate, water pollution and marine research, including marine biotechnology and activities connected with mining, offshore engineering and coastal management;
- (c) The International Institute for High Technology and New Materials: computer science and microelectronics, lasers, fibre optics, communication physics, superconductivity, semiconductors, composite materials and energy conversion.

Article V

FINANCIAL ARRANGEMENTS

1. To finance the activities of ICS, the Government agrees to pay for the first year a minimum sum of seven (7) billion Italian lire to UNIDO as a special purpose contribution to the Industrial Development Fund. The level of the contribution shall be reviewed, every year, on the basis of the recommendations of the Steering Committee. At the beginning of each calendar year UNIDO shall write to the Government requesting the payment of the aforesaid amount and submitting all the relevant documentation and information.

2. UNIDO shall credit the contributions of the Government to a sub-account to the Industrial Development Fund, which is to be created for this purpose. Interest accruing thereon shall also be credited to this account. The amounts credited to the account shall be utilized by UNIDO in conformity with the budget and this Agreement.

3. The Government may make further contributions to fulfil the initial needs of ICS. Other Governments as well as public and private bodies may participate in ICS funding.

4. The account shall be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules and directives of UNIDO.

5. UNIDO shall provide the Government with the following statements and reports in the format normally followed by UNIDO for official accounting and financial reporting:

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

(b) A final financial statement within six months a termination of the present Agreement.

In accordance with UNIDO's Financial Regulations and Rules, the above financial statements will be expressed in United States dollars using the appropriate United Nations operational rate of exchange.

6. In the event of termination of this Agreement, any balance of the funds in the account shall continue to be held by UNIDO until all expenditures incurred by UNIDO have been satisfied from such funds.

7. ICS shall be financed exclusively from voluntary contributions to be made by UNIDO for the purpose of ICS. Administrative and support cost incurred by UNIDO for the activities of ICS, referred to in articles III and IV of the present Agreement, shall be reimbursed to UNIDO and charged to the account at a rate of five (5) per cent of all expenditures incurred on those activities. With the agreement of the Managing Director and after informing the Steering Committee, the account may also be charged with any unforeseen and identifiable administrative and support costs incurred by UNIDO and not provided for in the programme budget.

Article VI

ORGANIZATION AND ADMINISTRATION

The organization and the administration of ICS shall, under the authority of the Director-General of UNIDO, comprise the following organs: the Rector, the Managing Director and the ICS Secretariat, the Steering Committee and the International Scientific Committee.

1. The Rector of ICS shall be nominated by the Director-General of UNIDO after consultation with the Steering Committee, shall supervise all the scientific activity of ICS and shall be the President of the International Scientific Committee.

2. On the basis of a list of candidates submitted by the Steering Committee, the Managing Director of ICS shall be appointed by the Director-General of UNIDO, under whose authority he shall operate and shall be in charge of the bear responsibility for the administration and management of ICS.

3. The Steering Committee will be composed, during the first application of the present statute, of two representatives of the Government, one of which will be scientist, a representative of UNIDO and a representative of developing countries selected on the proposal of the Director-General on a rotating basis. Subsequently, on the proposal of the Director-General, the Committee shall co-opt other members representing major donors. The Steering Committee will be convened for the first meeting by the Director-General and will establish rules of procedure for its own functioning, to be submitted for approval to the Director-General.

4. The International Scientific Committee shall reflect the relevant scientific disciplines and include an adequate number of qualified scientists and technologist from developing countries and from the host country. The composition of the Committee will be decided by the Director-General of UNIDO, taking into consideration the proposals of the Steering Committee, the Managing Director and the Rector. The Director-General of UNIDO or his representative will be entitled to participate in the work of the Committee. The Committee will be convened at least once a year. The Committee will review the programme and budget of ICS from the scientific point of view and will make comments and recommendations thereon.

5. The ICS Secretariat will service the Steering Committee and the International Scientific Committee. The Director-General of UNIDO shall, in accordance with the applicable Staff Regulations and Rules of UNIDO, appoint the staff of the ICS Secretariat, which initially will be composed of no more than 8 staff recruited internationally and of no more than 14 staff recruited locally. Thereafter, the Steering Committee will consider, when reviewing and adopting the programme and budget, the need for additional staff, as necessary.

Article VII

PROGRAMME AND BUDGET

The programme and budget of ICS will be drawn up by the Managing Director, after consultation with the Rector and after having considered the recommendations of the International Scientific Committee. The programme and budge are then presented to the Steering Committee for review and adoption prior to their submission to the Director-General of UNIDO for his approval. The Director-General of UNIDO may require the Steering Committee to modify the programme and budget. The programme shall be for a five-year period and will be extended biennially according to the financial cycle of UNIDO with effect from the beginning of the calendar year. Payments will be made on a yearly basis.

Article VIII

SETTLEMENT OF DISPUTES

Any dispute arising out of the interpretation or application of this Agreement that is not settled by negotiation or as may otherwise be agreed, may at the request of either Party be submitted to an arbitral tribunal for decision. The Director-General of UNIDO and the Government shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the chairman of the tribunal. If within thirty days of the request for arbitration, either Party has not designated an arbitrator, either Party 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 decisions shall be made by majority vote. The arbitral procedure shall be established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all parties to the dispute. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice under Article 32, paragraph 4, of its Statute.

Article IX

SUPPLEMENTAL AGREEMENTS

The Parties may enter into such supplemental agreements or arrangements as may be necessary and appropriate.

Article X

ENTRY INTO FORCE, DURATION AND MEDICATIONS

1. This Agreement and the related Agreement between the United Nations Industrial Development Organization and the Government of Italy concerning the Establishment of the Seat of the International Centre for Science and High Technology shall enter into force simultaneously and when the Parties inform each other by a written notification that all the necessary internal measures have been completed.

2. Consultations with regard to modifications of this Agreement shall be entered into at the request of UNIDO or the Government.

3. 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 twenty-four (24) months' notice in writing to the other Party. Upon termination of the present Agreement, the Agreement referred to in paragraph 1 above shall be suspended.

4. This Agreement shall cease to be in force:
- (a) By mutual consent of UNIDO and the Government, and
 - (b) If ICS is transferred from the territory of Italy.

DONE at Vienna, this 9th day of November 1993 in duplicate in English.

For the United Nations
Industrial Development Organization:

(Signed) Mauricio DE MARIA Y CAMPOS
Director-General

For the Government of Italy:

(Signed) Carrado TALIANI
Ambassador
Permanent Representative of
Italy to UNIDO

Exchange of letters

I

LETTER FROM THE UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

Vienna, 9 November 1993

I have the honour to refer to the Agreement between UNIDO and the Government of Italy concerning the Institutional Arrangements for the International Centre for Science and High Technology (ICS), which we have signed today.

In particular, I would like to refer to article V of the Agreement, entitled "Financial arrangements", and to our consultants in this connection.

Accordingly, I have the honour to propose that your Government and UNIDO agree on the following additional points:

(1) The costs of two and one half General Service posts at UNIDO headquarters shall be charged to the project;

(2) The present Exchange of Letters shall constitute an integral part of the Agreement between UNIDO and the Government of Italy concerning the Institutional Arrangements for the International Centre for Science and High Technology (ICS).

If the foregoing proposals are acceptable to your Government, I further have the honour to propose that this letter and your letter of confirmation on behalf of the Government of Italy shall constitute an agreement, which shall come into effect on the date of entry into force of the Agreement on the Institutional Arrangements for the International Centre for Science and High Technology.

(Signed) Mauricio DE MARIA Y CAMPOS
Director-General

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF ITALY TO THE INTERNATIONAL ORGANIZATIONS IN VIENNA

Vienna, 9 November 1993

I have the honour to acknowledge the receipt of your letter dated 9 November 1993, which reads as follows:

[See Letter I]

I also have the honour to accept the foregoing proposals and to confirm that your letter and this reply shall be regarded as constituting an agreement between the Government of Italy and UNIDO.

(Signed) Corrado TALIANI
Permanent Representative of Italy of Unido

- (b) Relationship Agreement between the United Nations Industrial Development Organization and the Islamic Educational, Scientific and Cultural Organization³². Signed at Rabat on 16 May 1996

Article I

COOPERATION AND CONSULTATION

The United Nations Industrial Development Organization (hereinafter referred to as "UNIDO") and the Islamic Educational Scientific and Cultural Organization (hereinafter referred to as "ISESCO"), with a view to promoting the attainment of the objectives laid down by the Constitution of UNIDO and the Charter of ISESCO, agree to act in close cooperation on matters of mutual interest with a view to harmonizing their efforts towards greater effectiveness, as far as possible, having due regard to their respective objectives and functions.

Article II

REPRESENTATIVE

1. UNIDO shall be permitted to participate, without the right to vote, in the deliberations of the General Conference and the Executive Council of ISESCO on matters of particular concern to it.
2. ISESCO shall be permitted to participate, without the right to vote, in the deliberations of the General Conference and the Industrial Development Board of UNIDO on matters of particular concern to it.

Article III

EXCHANGE OF INFORMATION AND DOCUMENTS

UNIDO and ISESCO shall undertake an exchange of relevant information and documents, subject to such restrictions and arrangements as may be considered necessary by either Party to preserve the confidential nature of certain information and documents.

Article IV

FIELDS OF COOPERATION

1. The fields of which cooperation shall relate, in the context set forth in article I, shall include those listed in the annex to this Agreement.

2. Any minor and ordinary expenditure relating to the implementation of this Agreement shall be borne by the respective Party to the Agreement.

3. If the cooperation proposed by one of the Parties to the other in accordance with this Agreement entails expenditure beyond minor and ordinary expenditures, consultations shall be held between UNIDO and ISESCO to determine the availability of resources required, the most equitable way of meeting such expenditure and, if resources are not readily available, the most appropriate ways to obtain the necessary resources.

Article V

IMPLEMENTATION OF THE AGREEMENT

The Director-General of UNIDO and the Director-General of ISESCO may take the arrangements necessary for ensuring satisfactory implementation of the Agreement.

Article VI

TERMINATION OF THE AGREEMENT

Either Party may terminate this Agreement, subject to six months' written notice. If one of the parties decides to terminate this Agreement, the obligations previously entered into through projects implemented under this Agreement should not be affected.

Article VII

ENTRY INTO FORCE

This Agreement shall enter into force upon signature by the Director-General of UNIDO and the Director-General of ISESCO.

Article VIII

LANGUAGE

This Agreement has been drawn up in duplicate in English.

For the United Nations
Industrial Development
Organization:

(Signed) Mauricio DE MARIA Y CAMPOS
Director-General

Rabat, 16 May 1996

For the Islamic Educational,
Scientific and Cultural
Organization:

(Signed) Abdulaziz Othman
ALTWAIJRI

Director-General
Rabat, 16 May 1996

ANNEX

Fields of cooperation pursuant to article IV of the Agreement

- Technical and vocational education
- Integration of women in development activities
- Promotion of traditional arts and crafts
- Training of manpower for repair and maintenance of laboratory equipment
- Strengthening of applied research
- Promotion of linkages between universities/research organizations and production sectors
- Protection of environment: abatement of industrial pollution; waste recycling; capacity, building for sustainable development
- Energy: renewable and non-polluting energy sources; efficiency of energy use
- Exchange of information and databases

- (c) Relationship Agreement between the United Nations Industrial Development Organization and the Intergovernmental Organization for Marketing Information and Cooperation Services for Fishery Products in Africa. Signed at Abidjan on 24 June 1996 and at Vienna on 3 October 1996³³

Article I

COOPERATION AND CONSULTATION

The United Nations Industrial Development Organization (hereinafter referred to as "UNIDO") and the Intergovernmental Organization for Marketing Information and Cooperation Services for Fishery Products in Africa (hereinafter referred to as "INFOPECHE"), with a view to promoting the attainment of the objectives laid down by the Constitution of UNIDO and the Final Act of the Conference of Plenipotentiaries of States members of the Intergovernmental Organization for Marketing Information and Cooperation Services for Fishery Products in Africa establishing INFOPECHE, agree to act in close cooperation

on matters of mutual interest with a view to harmonizing their efforts towards greater effectiveness, as far as possible, having due regard to their respective objectives and functions.

Article II

REPRESENTATION

1. INFOPECHE shall be permitted to participate, without the right to vote, in the deliberations of the General Conference and the Industrial Development Board of UNIDO on matters of particular concern to it.

2. UNIDO shall be permitted to participate, without the right to vote, in the deliberations of the INFOPECHE Governing Council sessions on matters of particular concern to it.

3. UNIDO and INFOPECHE shall also make any necessary arrangements for ensuring reciprocal representation at appropriate meetings convened under their respective auspices.

Article III

EXCHANGE OF INFORMATION AND DOCUMENTS

UNIDO and INFOPECHE shall undertake an exchange of relevant information and documents, subject to such restrictions and arrangements as may be considered necessary by either Party to preserve the confidential nature of certain information and documents.

Article IV

FIELDS OF COOPERATION

1. The fields to which cooperation shall relate, in the context set forth in article I, shall include those listed in the annex to this Agreement.

2. Any minor and ordinary expenditure relating to the implementation of this Agreement shall be borne by the respective Party to the Agreement.

3. If the cooperation proposed by one of the Parties to the other in accordance with this Agreement entails expenditure beyond minor and ordinary expenditures, consultations shall be held between UNIDO and INFOPECHE to determine the availability of resources required, the most equitable way of meeting such expenditure and, if resources are not readily available, the most appropriate ways to obtain the necessary resources.

Article V

IMPLEMENTATION OF THE AGREEMENT

The Director-General of UNIDO and the Director of INFOPECHE may make the arrangements necessary for ensuring satisfactory implementation of the Agreement.

Article VI

TERMINATION OF THE AGREEMENT

Either Party may terminate this Agreement, subject to six months' written notice. If one of the Parties decides to terminate this Agreement, the obligations previously entered into through projects implemented under this Agreement should not be affected.

Article VII

ENTRY INTO FORCE

This Agreement shall enter into force upon signature by the Director-General of UNIDO and the Director of INFOPECHE.

Article VIII

LANGUAGE

This Agreement has been drawn up in duplicate in English.

For the United Nations Industrial
Development Organization:

For the Intergovernmental
Organization for Marketing
Information and Cooperation
Services for Fishery Products
in Africa:

(Signed) Mauricio DE MARIA Y CAMPOS
Director-General
Vienna, 3 October 1996

(Signed) Amadou TALL
Director
Abidjan, 24 June 1996

ANNEX

Fields of cooperation pursuant to article IV of the Agreement:*

1. Exchange of publications.
2. Provision of technical and supervisory support to UNIDO-funded fisheries development projects.
3. Fisheries project identification, preparation and analysis.

* The modalities of cooperation and financing in the above-mentioned fields would be considered by the two institutions individually for each project.

Please note that paragraph 6 of the "Guidelines regarding relationship agreements with organizations of the United Nations system other than the United Nations, and with other intergovernmental and governmental organizations, and regarding appropriate relations with non-governmental and other organizations" (GC.1/INF.6) as adopted by the General Conference of UNIDO states the following:

"The following criteria should be fulfilled by intergovernmental or governmental organizations with which the UNIDO may enter into agreements:

(a) The intergovernmental or governmental organization shall be actively involved in one or more aspects of the activities of UNIDO;

(b) It must be willing to make an effective contribution towards the realization of the mandate of UNIDO in conformity with the principles of the Constitution.

4. Subregional trainings in fish inspection and quality assurance based on hazards analysis critical control points (HACCP).
5. Design and conduct of management trainings for fish firm managers in INFOPECHE region.
6. Fisheries projects evaluation.
7. Regional Seminar on Investment Opportunities in the West African Fisheries.
8. Preparation of fisheries investment profile for each INFOPECHE member country.
9. Design and costing of small-scale fresh fish processing plants.
10. Preparation of catalogue on current fisheries equipment, plant and machineries.
11. Preparation of Fish Exporters and Importers Guide.
12. Establishment of fisheries investment promotion centers in INFOPECHE member countries.
13. Participation in fish trade fairs and exhibitions.
14. Any other areas deemed beneficial to both Parties.

(d) Relationship Agreement between the United Nations Industrial Development Organization and the International Centre for Genetic Engineering and Biotechnology. Signed at Trieste on 21 November 1996 and at Vienna 13 December 1996³⁴

Article I

COOPERATION AND CONSULTATION

The United Nations Industrial Development Organization (hereinafter referred to as "UNIDO") and the International Centre for Genetic Engineering and Biotechnology (hereinafter referred to as "ICGEB"), with a view to promoting the attainment of the objectives laid down by the Constitution of UNIDO and the Statutes establishing ICGEB, agree to act in close coordination and cooperation on matters of mutual interest and to harmonize their efforts in areas of common endeavour towards greater effectiveness, as far as possible, having due regard to their respective objectives and functions.

Article II

INSTITUTIONAL AFFILIATION AND RELATIONS WITH OTHER UNITED NATIONS BODIES

1. In view of the historical relationship and institutional affiliation of ICGEB to UNIDO, and in accordance with the decisions of the Board of Governors of ICGEB, the parties agree that ICGEB, acting through UNIDO, shall seek to enter into formal arrangements with the United Nations and may enter into such arrangements with other specialized agencies of the United Nations system.

2. Notwithstanding paragraph 1 above, ICGEB shall remain an entity separate and distinct from UNIDO. Nothing in this Agreement shall make UNIDO liable for the acts or obligations of ICGEB, or ICGEB liable for the acts or obligations of UNIDO.

Article III

REPRESENTATION OF ICGEB IN UNIDO BODIES

ICGEB shall be permitted to participate, without the right to vote, in the deliberations of the General Conference and the Industrial Development Board of UNIDO on matters of particular concern to it.

Article IV

FIELDS OF COOPERATION

1. The fields to which close coordination and cooperation shall relate, in the context set forth in article I, shall include those listed in annex to this Agreement, which is an integral part of this Agreement.

2. Any minor and ordinary expenditure relating to the implementation of this Agreement shall be borne by the respective Party to this Agreement.

3. If the cooperation proposed by one of Parties to the other in accordance with this Agreement entails expenditure beyond minor and ordinary expenditures, consultations shall be held between UNIDO and ICGEB to determine the availability of resources required, the most equitable way of meeting such expenditure and, if resources are not readily available, the most appropriate ways to obtain the necessary resources.

Article V

EXCHANGE OF INFORMATION AND DOCUMENTS

UNIDO and ICGEB shall undertake an exchange of relevant information and documents, subject to such restrictions and arrangements as may be considered necessary by either Party to preserve the confidential nature of certain information and documents.

Article VI

IMPLEMENTATION OF THE AGREEMENT

The Director-General of UNIDO and the Director of ICGEB may make the arrangements necessary for ensuring satisfactory implementation of this Agreement.

Article VII

TERMINATION OF THE AGREEMENT

Either Party may terminate this Agreement, subject to 6 (six) months written notice. If one of the Parties decides to terminate this Agreement, the obligations previously entered into under this Agreement should not be affected.

Article VIII

ENTRY INTO FORCE

This Agreement shall enter into force upon signature by the Director-General of UNIDO and the Director of ICGEB.

Article IX

LANGUAGE

This Agreement has been drawn up in duplicate in English.

For the International Centre
for Genetic Engineering and
Biotechnology;

(Signed) Abdulqawi A. YUSEF
Director
Trieste, 21 November 1996

For the United Nations Industrial
Development Organization:

(Signed) Mauricio DE MARIA Y
CAMPOS
Director-General
Vienna, 13 December 1996

ANNEX

Fields of coordination and cooperation pursuant to article IV of the Agreement

A. ESTABLISHMENT OF A LIAISON OFFICE

1. With a view to facilitating cooperation in the areas specified under B, C, D and E below, a UNIDO/ICGEB liaison office would be established within UNIDO's Technology Services Division.

B. BIOTECHNOLOGY PROJECTS BACKSTOPPED BY UNIDO

2. UNIDO will refer to ICGEB such projects for advice on planning and implementations modalities. Subject to consultation and to the availability of personnel and infrastructure resources, ICGEB will have the first option for undertaking the technical implementation of such projects.

C. PROJECTS RELATED TO THE WORK PROGRAMME OF ICGEB

3. ICGEB will contract UNIDO to provide specific legal and administrative support services on terms and conditions to be agreed upon.

4. UNIDO will provide advice on safety standards and intellectual property protection for products at commercial and pre-commercial stage development by the ICGEB affiliated centers. It will also assist ICGEB's affiliated centers in material transfer and licensing agreements, as well as broker commercial partnership with third parties as the case may arise.

D. OTHER AREAS OF MUTUAL INTEREST

5. Formulation and development of proposals for joint projects ICGEB/UNIDO, including engagement in fundraising activities to expand their respective work programmes

in the areas of biotechnology, biosafety and bioethics. New project activities will be implemented on a cost-sharing basis to be agreed upon case by case.

6. Joint provision by ICGEB and UNIDO of advisory services to ICGEB member States on biotechnology policy and programme formulation.

E. STANDING COMMITTEE

7. Establishment of an appropriate organ (such as a Standing Committee ICGEB/UNIDO to be convened twice a year and serviced by the Liaison Office) which will be responsible for the harmonization of biotechnology policy with regard to, inter alia, biosafety, the Convention on Biological Diversity, the Convention on Biological Weapons, intellectual property protection and bioethics. The two organizations will undertake publication of joint policy papers as the case may arise.

5. INTERNATIONAL ATOMIC ENERGY AGENCY

(a) Agreement between the International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization concerning the joint operation of the International Centre for Theoretical Physics at Trieste. Signed at Vienna on 15 March 1993 and at Paris on 19 March 1993³⁵

Whereas an Agreement for cooperation between the International Atomic Energy Agency (hereinafter called the "Agency") and the United Nations Educational, Scientific and Cultural Organization (hereinafter called "UNESCO")³⁶ has been in force since 1 October 1958;

Whereas both organizations are concerned with the development of the physical sciences in their member States and particularly in the developing countries;

Whereas both organizations have expressed their willingness to continue to operate the International Centre for Theoretical Physics at Trieste (hereinafter called the "Centre") jointly;

Bearing in mind the recent Agreement between the International Atomic Energy Agency, the United Nations Educational Scientific and Cultural Organization and the Government of the Republic of Italy Concerning the International Centre for Theoretical Physics at Trieste;³⁷

Now, therefore, the Agency and UNESCO have agreed as follows:

Article I

PRINCIPLES OF COLLABORATION

1. The Centre's scientific activities will constitute a joint programme carried out by both organizations in accordance with the terms of this Agreement. They agree to maintain the purpose and functions of the Centre as set forth in paragraphs 2 and 3 of this article.

2. The purpose of the Centre is to foster, through training and research progress in physics, particularly theoretical physics, in accordance with the Constitution of UNESCO and the Statute of the Agency. In so doing, it pays special attention to the needs of developing countries.

3. The Centre has the following functions:

(a) To train young scientists for research, especially from developing countries;

(b) To help in fostering the growth of advanced studies of progress in physics, particularly theoretical physics, especially in developing countries;

(c) To conduct original research; and

(d) To provide an international forum for personal contacts between scientists from countries at all stages of development.

4. The administration of the Centre shall be carried out by UNESCO on behalf of both organizations, in accordance with the provisions of this Agreement. Relations with the Government of the Republic of Italy in respect of all matters relating to the Centre shall be the joint responsibility of both organizations and shall be carried out by arrangement between them.

Article II

STAFF OF THE CENTRE

Without prejudice to the relevant provisions concerning the appointment of the Director, decisions in respect of all professional posts regarding appointments, duration and the nature of contracts, promotion and termination shall be taken by agreement between UNESCO and the Agency except in regard to such short-term posts as may be agreed upon. The two organizations will be guided in these matters by the rules which may be enacted within the United Nations system regarding inter-organization posts.

Article III

DETAILS OF COLLABORATION

1. Regular consultations shall take place between UNESCO and the Agency through their authorized representatives on all aspects of the Centre's activities.

2. Associate members of the Centre will be appointed and affiliated and federated institutes of the Centre will be selected by the Directors General of both organizations.

3. The Centre's publications and other documents will show in suitable form that the Centre is operated by UNESCO and the Agency as a joint programme.

Article IV

ENTRY INTO FORCE, AMENDMENT

1. This Agreement shall be signed by the Director General of UNESCO and the Director General of the Agency and be approved by the competent organs of UNESCO and the Agency. It shall enter into force at the same time as the tripartite agreement between UNESCO, the Agency and the Government of the Republic of Italy.

2. UNESCO and the Agency shall, at the request of either of them, consult about amending this Agreement.

For the International Atomic
Energy Agency:

(Signed) Hans BLIX

Vienna, 15 March 1993

For the United Nations Educational,
Scientific and Cultural Organization:

(Signed) Frederico MAYOR

Paris, 19 March 1993

- (b) Agreement between the International Atomic Energy Agency, the United Nations Educational, Scientific and Cultural Organization and the Government of Italy concerning the International Centre for Theoretical Physics at Trieste. Signed at Vienna on 15 March 1993 and at Paris on 19 March 1993³⁸

Whereas the International Centre for Theoretical Physics (hereinafter referred to as the "Centre") is governed by the Agreement between the International Atomic Energy Agency and the Government of the Republic of Italy concerning the Seat of the International Centre for Theoretical Physics (hereinafter referred to as the "Seat Agreement"), which entered into force on 15 June 1968; the Agreement between the International Atomic Energy Agency and the United Nations Educational, Scientific and Cultural Organization concerning the joint operation of the International Centre for Theoretical Physics at Trieste (hereinafter referred to as the "Joint Operation Agreement"), which entered into force on 1 January 1970; and the Exchange of Letters between the International Atomic Energy Agency (hereinafter referred to as the "Agency") the United Nations Educational, Scientific and Cultural Organization (hereinafter referred to as the "Italian Government") concerning the financing of Centre signed on 11 December 1990;

Whereas pursuant to the Joint Operation Agreement the administration of the Centre is carried out by the Agency on behalf of UNESCO and itself;

Whereas the Agency and UNESCO consider that it is desirable, having regard to their respective mandates, to transfer the administration of the Centre from the Agency to UNESCO;

Whereas the Agency, UNESCO and the Italian Government desire to make permanent arrangement for the financing of the Centre;

Whereas pursuant to the foregoing it is necessary to effect consequential amendments to the Seat Agreement and to the Joint Operation Agreement;

Bearing in mind the outstanding contribution that Professor Abdus Salam, the Nobel prize winner, has made to the creation and development of the Centre;

Now, therefore, the Agency, UNESCO and the Italian Government have agreed as follows:

Article 1

SEAT AGREEMENT

UNESCO shall replace the Agency as a party to, and shall take over all rights and obligations of the Agency under the existing Seat agreement on the understanding that the relevant provisions of the Agreement on the Privileges and Immunities of the Agency shall continue to be applicable, mutatis mutan-

dis, with regard to the Centre after its transfer to UNESCO. Accordingly, the words "the Agency" are replaced as appropriate with "UNESCO" in the existing Seat Agreement.

Article 2

ORGANIZATION

The Centre shall have an organizational framework consisting of the following:

- (a) The Steering Committee,
- (b) The Director
- (c) The Scientific Council

Article 3

THE STEERING COMMITTEE

1. The Steering Committee shall be composed of the following members:
 - (a) (i) One highlevel representative designated by the Director-General of UNESCO;
 - (ii) One highlevel representative designated by the Director-General of the Agency;
 - (iii) One highlevel representative designated by the Italian Government;
 - (b) Such other members as may be appointed by the Steering Committee in order to ensure appropriate representation of those countries or institutions having made particularly important contributions to or having a particular interest in the activities of the Centre;
 - (c) The Director, who shall also be ex officio Chairperson of the Steering Committee.
2. The representatives mentioned in paragraphs 1(a) and (b) of this article may be accompanied by experts.
3. The Chairperson of the Scientific Council shall attend meetings of the Steering Committee in an advisory capacity.

Article 4

FUNCTIONS OF THE STEERING COMMITTEE

The functions of the Steering Committee shall be:

- (a) To formulate the general guidelines for Centre's activities, taking into account its objectives as specified in the Joint Operation Agreement;
- (b) Subject to the budgetary appropriation by the respective competent organs, to determine:
 - (i) The annual level of the budget;

- (ii) The level of respective contributions;
- (iii) The financial plans;
- (iv) How the funds available for the operation of the Centre are to be used;

(c) To consider the proposals of the Director for the programme, work plans, financial plans and budget proposals of the Centre and to take decisions thereon;

(d) To consider the annual and other reports of the Director on the activities of the Centre;

(e) To submit a report on the Centre's activities to UNESCO and the Agency;

(f) To recommend to the Director General of UNESCO the names of candidates for the post of Director of the Centre;

(g) To adopt its own rules of procedure, which shall include the following provisions: the Steering Committee shall normally meet twice a year; the decisions of the Steering Committee shall be taken by a two-thirds majority except in cases concerning the level of contributions, in which case decisions shall require the consent of each contributor concerned.

Article 5

THE DIRECTOR

1. The Director-General of UNESCO shall, in consultation with the Director-General of the Agency and the Italian Government, appoint from among the candidates recommended by the Steering Committee the Director of the Centre for a period of five years, renewable.

2. The Director shall be the chief academic and administrative officer of the Centre. In this capacity, the Director shall, *inter alia*:

(a) Administer the Centre;

(b) Prepare proposals for the general activities and work plans of the Centre taking into account the advice of the Scientific Council for submission to the Steering Committee for its approval;

(c) Prepare the financial plans and budget proposals of the Centre for submission to the Steering Committee for its approval;

(d) Execute the work programmes of the Centre and make payments within the framework of general guidelines and specific decisions adopted by the Steering Committee in accordance with the provisions of article 4.

3. The Director shall have such other functions and powers as may be prescribed by the provisions of the present Agreement, the Joint Operation Agreement, the Seat Agreement and other relevant instruments or as may be entrusted to him/her pursuant to the authority delegated to him/her by the Director-General of UNESCO.

Article 6

THE SCIENTIFIC COUNCIL

1. There shall be a Scientific Council, established on a broad geographical basis, composed of up to 12 distinguished specialists in the disciplines relevant to the Centre's activities and sitting in a personal capacity.
2. The Chairperson of the Scientific Council shall be appointed jointly by the Directors General of UNESCO and the Agency, after consultations with the Steering Committee and the Director of the Centre. He or she shall be appointed for four years and shall be eligible for reappointment.
3. The remaining members shall be appointed by the Director of the Centre after consultations with the Chairperson of the Scientific Council for four years and shall be eligible for reappointment.
4. UNESCO, the Agency and the Italian Government may send specialists in scientific programmes to attend meetings of the Scientific Council.

Article 7

FUNCTIONS OF THE SCIENTIFIC COUNCIL

1. The Council shall advise the Centre on its programmes of activity having due regard to major academic, scientific, educational and cultural trends in the world relevant to the Centre's objectives.
2. The Steering Committee and the Director may request the Scientific Council for advice on more specific issues.
3. The Council shall adopt its own rules of procedure. The Council shall normally meet once a year.

Article 8

FINANCIAL COMMITMENTS

1. UNESCO, the Agency and the Italian Government agree to contribute to the Centre's budget as specified in this article.
2. The level of contributions of UNESCO and the Agency to the Centre shall, subject to the budgetary appropriation approved by their competent organs, be not lower than that agreed in the Exchange of Letters dated 11 December 1990, augmented by the respective inflation factor employed by each organization in the calculation of its budget.
3. The Italian Government shall maintain its financial contributions to the Centre at a level not lower than that specified in the same Exchange of Letters or any higher contribution decided upon by the Steering Committee in accordance with article 4(g).
4. The Exchange of Letters dated 11 December 1990 shall be terminated on the date of entry into force of this Agreement.

Article 9

SPECIAL ACCOUNT

1. The funds set aside for the operation of the Centre shall consist of the allocations determined by the General Conference of UNESCO, the General Conference of the Agency, the contributions of the Italian Government and of such subventions, gifts and bequests as are allocated to it by other United Nations agencies, Governments, public or private organizations, associations or individuals.

2. Funds allocated for the operation of the Centre shall be paid into a special account to be set up by the Director-General of UNESCO, in accordance with the relevant provisions of the organization's Financial Regulations. This special account shall be operated and the Centre's budget administered in accordance with the above-mentioned provisions.

Article 10

TRANSFER OF ASSETS AND LIABILITIES

Upon the entry into force of the present Agreement, UNESCO shall take over from the Agency all assets, including property, and liabilities pertaining to the Centre, in accordance with arrangements to be made between the two Parties.

Article 11

TRANSFER OF STAFF

1. The transfer of the Agency's staff members posted at the Centre to UNESCO shall be carried out by arrangement between the two organizations, taking into account the present Agreement, the Joint Operation Agreement and, for all matters not expressly agreed between UNESCO and the Agency, the relevant provisions of the Inter-organization Agreement concerning Transfer, Secondment or Loan of Staff among the Organizations applying the United Nations Common System of Salaries and Allowances, it being understood that the transfer in itself should not adversely affect the conditions of employment of the said staff members posted at the Centre, including the duration of their contracts and fringe benefits, subject to the availability of the funds for the operation of the Centre.

2. Agency staff members posted at the Centre, transferred pursuant to paragraph 1 of this article, shall be staff members of UNESCO.

3. Arrangements in respect of the contractual status of other persons, besides those referred to in paragraphs 1 and 2 of this article, posted at the Centre, such as consultants, visiting scientists, course participants and fellows, shall be agreed between the two organizations.

Article 12

JOINT OPERATION AGREEMENT

The Joint Operation Agreement shall be amended as between the Agency and UNESCO taking into account the relevant provisions of the present Agreement.

Article 13

ENTRY INTO FORCE, AMENDMENT AND DURATION

1. This Agreement shall be signed by the duly authorized representatives of the Contracting Parties.

2. The present Agreement is subject to acceptance or ratification by the competent organs of each Contracting Party. Each Contracting Party shall inform in writing and without delay the other Contracting Parties of the acceptance or ratification of the present Agreement by its competent organ.

3. The present Agreement shall enter into force upon 1 January of the year following that during which the Parties exchange notifications concerning the acceptance or ratification of the present Agreement by their respective competent organs.

4. The Agency, UNESCO and the Italian Government shall, at the request of one or more of them, consult about amending this Agreement.

5. The present Agreement may be amended by mutual consent of UNESCO, the Agency and the Italian Government.

6. This Agreement shall remain in force for an indeterminate period. However, if after the consultation with the other Contracting Parties, a Contracting Party decides to denounce this Agreement, it shall address a notification to this effect to the other Contracting Parties. The denunciation shall take effect twenty-four months after the date on which the above mentioned notification was made.

For the United Nations Educational,
Scientific and Cultural Organization:

(Signed) Frederico MAYOR
Paris, 19 March 1993

For the International Atomic
Energy Agency:

(Signed) Hans BLIX
Vienna, 15 March 1993

For the Government of the Republic
of Italy:

(Signed) Corrado TALIANI
Vienna, 15 March 1993

- (c) Agreement between the International Atomic Energy Agency and the Government of Barbados for the application of safeguards in connection with the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Caribbean and the Treaty on the Non-Proliferation of Nuclear Weapons (with protocol). Signed at Vienna on 10 July 1995 and at Bridgetown on 14 August 1996^{39 40}

Whereas the Government of Barbados (hereinafter referred to as "Barbados") is a party to the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Caribbean hereinafter referred to as "the Tlatelolco Treaty"), opened for signature at Mexico City on 14 February 1967;⁴¹

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 Barbados is a party to the Treaty on the Non-Proliferation of Nuclear Weapons⁴² (hereinafter referred to as "the Non-Proliferation Treaty"), which was opened for signature at London, Moscow and Washington on 1 July 1968 and which entered into force on 5 March 1970;

Whereas paragraph 1 of article III of the Non-Proliferation Treaty as follows:

"Each non-nuclear-weapon State Party to the Treaty undertakes to accept safeguards, as set forth in an agreement to be negotiated and concluded with the International Atomic Energy Agency in accordance with the Statute of the International Atomic Energy Agency and the Agency's safeguards system, for the exclusive purpose of verification of the fulfillment of its obligations assumed under this Treaty with a view to preventing diversion of nuclear energy from peaceful uses to nuclear weapons or other nuclear explosive devices. Procedures for the safeguards required by this article shall be followed with respect to source or special fissionable material whether it is being produced, processed or used in any principal nuclear facility or is outside any such facility. The safeguards required by this article shall be applied on all source or special fissionable material in all peaceful nuclear activities within the territory of such State, under its jurisdiction, or carried out under its control anywhere";

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

Now therefore Barbados and the Agency have agreed as follows:

PART I

Article I

BASIC UNDERSTANDING

Barbados 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 its territory, under its jurisdiction or carried out under its control anywhere, for the exclusive purpose of verifying that such material is not diverted to nuclear weapons or other nuclear explosive devices.

Article 2

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 the territory of Barbados, under its jurisdiction or carried out under its control anywhere, for the exclusive purpose of verifying that such material is not diverted to nuclear weapons or other nuclear explosive devices.

Article 3

COOPERATION BETWEEN BARBADOS AND THE AGENCY

Barbados 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 Barbados or international cooperation in the field of peaceful nuclear activities, including international exchange of nuclear material;
- (b) To avoid undue interference in Barbados's peaceful nuclear activities, and in particular in the operation of facilities; and
- (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 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; and
- (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.

Article 7

NATIONAL SYSTEM OF MATERIAL CONTROL

(a) Barbados 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 nuclear material from peaceful uses to nuclear weapons or other nuclear explosive devices, findings of Barbados's system. The Agency's verification shall include, inter alia, independent measurements and observations conducted by the Agency in accordance with the procedures specified in part II of this Agreement. The Agency, in its verification, shall take due account of technical effectiveness of Barbados's system.

Article 8

PROVISION OF INFORMATION TO THE AGENCY

(a) In order to ensure the effective implementation of safeguards under this Agreement, Barbados 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 Barbados so request, the Agency shall be prepared to examine on premises of Barbados design information which Barbados 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 Barbados.

Article 9

AGENCY INSPECTORS

(a) (i) The Agency shall secure the consent of Barbados to the designation of Agency inspectors to Barbados.

(ii) If Barbados, either upon proposal of a designation or at any time other time after a designation has been made, objects to the designation, the Agency shall propose to Barbados an alternative designation or designations.

(iii) If, as a result of the repeated refusal of Barbados 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) Barbados shall take the necessary steps to ensure that Agency inspectors can effectively discharge their functions under this Agreement.

(c) *The visits and activities of Agency inspectors shall be so arranged as:*

(i) To reduce to a minimum the possible inconvenience and disturbance to Barbados 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

Barbados shall accord to the Agency (including its property, funds and assets) and to its inspectors and other officials performing functions under this Agreement the same privileges and immunities as those set forth in the relevant provisions of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency.

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 practicably irrecoverable.

Article 12

Transfer of nuclear material out of Barbados

Barbados shall give the Agency advance notification of intended transfers of nuclear material subject to safeguards under this Agreement out of Barbados, 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. The Agency shall maintain records indicating each transfer and, where applicable, the reapplication 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, Barbados 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

NON-APPLICATION OF SAFEGUARDS TO NUCLEAR MATERIAL TO BE USED IN NON-PEACEFUL ACTIVITIES

If Barbados intends to exercise its discretion to use nuclear material which is required to be safeguarded under this Agreement in a nuclear activity which does not require the application of safeguards under this Agreement, the following procedures shall apply:

- (a) Barbados shall inform the Agency of the activity, making it clear:
 - (i) That the use of the nuclear material in a non-proscribed military activity will not be in conflict with an undertaking Barbados may have given and in respect of which Agency safeguards apply, that the material will be used only in a peaceful nuclear activity; and
 - (ii) That during the period of non-application of safeguards the nuclear material will not be used for the production of nuclear weapons or other nuclear explosive devices;
- (b) Barbados and the Agency shall make an arrangement so that, only while the nuclear material is in such an activity, the safeguards provided for in this Agreement will not be applied. The arrangement shall identify, to the extent possible, the period or circumstances during which safeguards will not be applied. In any event, the safeguards provided for in this Agreement shall apply again as soon as the nuclear material is reintroduced into a peaceful nuclear activity. The Agency shall be kept informed of the total quantity and composition of such unsafeguarded material in Barbados and of any export of such material; and
- (c) Each arrangement shall be made in agreement with the Agency. Such agreement shall be given as promptly as possible and shall relate only to such matters as, *inter alia*, temporal and procedural provisions and reporting arrangements, but shall not involve any approval or classified knowledge of the military activity or relate to the use of the nuclear material therein.

Article 15

FINANCE

Until such time as Barbados becomes a State Member of the Agency, Barbados shall fully reimburse to the Agency the safeguards expenses which the Agency incurs under this Agreement. As from the date on which Barbados becomes a State Member of the Agency, Barbados and the Agency will bear the expenses incurred by them in implementing their respective responsibilities under this Agreement. However, in either case, if Barbados 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 16

THIRD-PARTY LIABILITY FOR NUCLEAR DAMAGE

Barbados shall ensure that any protection against third-party liability in respect of nuclear damage, including any insurance or other financial security, which may be available under its laws or regulations shall apply to the Agency and its officials for the purpose of the implementation of this Agreement, in the same way as that protection applies to nationals of Barbados.

Article 17

INTERNATIONAL RESPONSIBILITY

Any claim by Barbados against the Agency or by the Agency against Barbados 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 18

MEASURES IN RELATION TO VERIFICATION OF NON-DIVERSION

If the Board, upon report of the Director General, decides that an action by Barbados is essential and urgent in order to ensure verification that nuclear material subject to safeguards under this Agreement is not diverted to nuclear weapons or other nuclear explosive devices, the Board may call upon Barbados to take the required action without delay, irrespective of whether procedures have been invoked pursuant to article 22 of this Agreement for the settlement of a dispute.

Article 19

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

Article 20

INTERPRETATION AND APPLICATION OF THE AGREEMENT AND SETTLEMENT OF DISPUTES

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

Article 21

Barbados 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 Barbados to participate in the discussion of any such question by the Board.

Article 22

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 19 or an action taken by the Board pursuant to such a finding, which is not settled by negotiation or another procedure agreed to by Barbados and the Agency, shall, at the request of either, be submitted to an arbitral tribunal composed as follows: Barbados 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 Barbados or the Agency has not designated an arbitrator, either Barbados 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 Barbados and the Agency.

Article 23

AMENDMENT OF THE AGREEMENT

(a) Barbados and the Agency shall, at the request of either, consult each other on amendments to this Agreement.

(b) All amendments shall require the agreement of Barbados and the Agency.

(c) Amendments to this Agreement shall enter into force in the same conditions as entry into force of the Agreement itself.

(d) The Director General shall promptly inform all States Members of the Agency of any amendment to this Agreement.

Article 24

ENTRY INTO FORCE AND DURATION

This Agreement shall enter into force upon signature by the representatives of Barbados and the Agency. The Director General shall promptly inform all States Members of the Agency of the entry into force of this Agreement.

Article 25

This Agreement shall remain in force as long as Barbados is party to the Tlatelolco Treaty or the Non-Proliferation Treaty, or both.

For the Government of
Barbados:

(Signed) Billie A. MILLER
Minister for Foreign Affairs
Bridgetown, 14 August 1996

For the International
Atomic Energy Agency:

(Signed) Hans BLIX
Director General
Vienna, 10 July 1995

Safeguard Agreements were also concluded during 1996 between the International Atomic Energy Agency and the Government⁴³ of: Algeria, Antigua and Barbuda, Barbados, Czech Republic, Dominica, Chile, Grenada, Monaco, Nigeria, Saint Kitts and Nevis and Saint Lucia.

NOTES

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

² For the list of those States, see Multilateral Treaties Deposited with the Secretary-General of the United Nations (United Nations publication, Sales NO. E.97.V.5)

³ Came into force on 25 January 1996.

⁴ Came into force on 2 February 1996.

⁵ Came into force provisionally on the date of signature.

⁶ Came into force on 14 February 1996.

⁷ Came into force on 16 February 1996.

⁸ Came into force on the date of signature

⁹ See agreement 2(b) above.

¹⁰ Came into force in the date of signature.

¹¹ Came into force on 13 May 1996.

¹² Came into force provisionally on the date of signature.

¹³ Came into force on 1 June 1996.

¹⁴ Judicial Yearbook 1994, Chapter II.A.2 (b)

¹⁵ Came into force on 5 June 1996.

¹⁶ Came into force on 26 June 1996.

¹⁷ Came into force on 12 August 1996.

¹⁸ Came into force on 5 September 1996.

¹⁹ Came into force on 25 October 1996.

²⁰ Came into force on the date of signature.

²¹ Came into force on the date of signature.

²² Provisionally came into force on the date of signature.

- ²³ Provisionally came into force on the date of signature.
- ²⁴ Came into force on 21 August 1996.
- ²⁵ United Nations, Treaty Series, vol. 33, p. 261.
- ²⁶ For the list of these States, see Multilateral Treaties Deposited with the Secretary-General of the United Nations (United Nations Publication, Sales No. E.97.V.5).
- ²⁷ Came into force on the date of signature.
- ²⁸ Entered into force on the date of signature.
- ²⁹ Entered into force on 17 October 1997.
- ³⁰ Certain departures from the standard texts or amendments thereto were introduced at the request of the host Governments.
- ³¹ Came into force on 30 April 1996 by notification, in accordance with article X.
- ³² Came into force on the date of signature.
- ³³ Came into force on 3 October 1996.
- ³⁴ Came into force on 13 December 1996.
- ³⁵ Came into force on 1 January 1996.
- ³⁶ INFCIRC/20.
- ³⁷ INFCIRC/498.
- ³⁸ Came into force on 1 January 1996.
- ³⁹ Came into force on 14 August 1996.
- ⁴⁰ See also chapter III.3.12 of this yearbook.
- ⁴¹ United Nations, Treaty Series, vol. 634, p. 281.
- ⁴² INFCIRC/140.
- ⁴³ See also chapter III.B.13. of this Yearbook.