

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

1997

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

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



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Chapter II

TREATY PROVISIONS CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL ORGANIZATIONS

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

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

As at 31 December 1997, there were 137 States parties to the Convention.²

2. AGREEMENTS RELATING TO INSTALLATIONS AND MEETINGS

- (a) Exchange of letters between the United Nations and the Government of India, constituting an agreement concerning the United Nations/European Space Agency Workshop on Satellite Communications in cooperation with the Centre for Space Science and Technology Education for Asia and the Pacific, to be held in Ahmedabad, India, from 20 to 24 January 1997. Vienna, 16 and 17 January 1997³

I

LETTER FROM THE UNITED NATIONS

16 January 1997

I wish to express the gratitude of the United Nations to the Government of India for its decision to host the aforementioned Workshop. The Workshop is being organized in cooperation with the Centre for Space Science and Technology Education for Asia and the Pacific (the Centre). This Workshop is being organized to provide participants an opportunity to thoroughly examine the developments in current and future technologies in satellite communications. As you are aware, participants in this Workshop shall also include the participants attending the nine-month education programme of the Centre on communication technology scheduled to begin following the conclusion of this Workshop.

In accordance with established practice, I should be grateful to receive your Government's acceptance of the following arrangements regarding the services to be provided for the Workshop to be held at the Centre.

A. United Nations and the European Space Agency

1. The United Nations and the European Space Agency shall provide round-trip international air travel (economy class) to Ahmedabad, India, for those participants in need among nominees from developing countries that are invited to participate in the Workshop by the United Nations.

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

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

B. Language and participation

1. The total number of participants will be limited to a maximum of forty.

2. The official language of the Workshop will be English.

C. Government of India

1. The Government in cooperation with the Centre for Space Science and Technology Education for Asia and the Pacific will act as host to the Workshop which will be held at the Centre in Ahmedabad.

2. The Government will also designate an official of the Centre as officer for liaison with the United Nations who will make the necessary arrangements concerning the contributions described in the following paragraph.

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

(a) Room and board for up to 40 participants from developing countries;

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

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

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

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

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

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

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

(i) All official transportation within India for all participants at the Workshop;

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

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

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

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

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

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

D. *Privileges and immunities*

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

1. (a) The Convention on the Privileges and Immunities of the United Nations (1946) ratified by India on 13 May 1948 shall be applicable in respect of the Workshop. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Workshop shall be accorded the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies (1947).

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

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

2. All participants and all persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from India. Visas and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Workshop, visas shall be granted not later than two weeks before the opening of the Workshop. If the

application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later than three days before the opening.

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

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

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

4. Any dispute concerning the interpretation or implementation of these terms except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, 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 India regarding the provision of host facilities by your Government for the Workshop.

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

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF INDIA TO THE UNITED NATIONS AT VIENNA

17 January 1997

My dear Director-General,

I have the honour to acknowledge the receipt of your letter of 16 January 1997, addressed to Ambassador of India H.E. Mr. Kiran Kumar Doshi regarding the subject mentioned above.

I would like to confirm the Government of India's clearance for the holding of the above-mentioned workshop and its concurrence to the agreement sent by you vide your aforementioned letter containing provision of the host facilities.

(Signed) Dr. Ashok K. AMROHI
Chargé d'affaires a.i.

- (b) Agreement concerning the relationship between the United Nations and the International Seabed Authority. Signed at New York on 14 March 1997⁴

The United Nations and the International Seabed Authority,

Bearing in mind that the General Assembly of the United Nations in its resolution 3067 (XXVIII) of 16 November 1973 decided to convene the Third United Nations Conference on the Law of the Sea for the adoption of a convention dealing with all matters relating to the law of the sea and that the Conference adopted the United Nations Convention on the Law of the Sea, which, inter alia, establishes the International Seabed Authority,

Recalling that the General Assembly of the United Nations in its resolution 48/263 of 28 July 1994 adopted the Agreement relating to the Implementation of Part XI of the United Nations Convention on the Law of the Sea of 10 December 1982,

Mindful of the entry into force of the United Nations Convention on the Law of the Sea on 16 November 1994 and the entry into force of the Agreement relating to the Implementation of Part XI of the United Nations Convention on the Law of the Sea of 10 December 1982 on 28 July 1996,

Noting General Assembly resolution 51/6 of 4 November 1996 inviting the International Seabed Authority to participate in the deliberations of the General Assembly in the capacity of observer,

Noting further article 162, paragraph 2(f), of the United Nations Convention on the Law of the Sea of 10 December 1982, General Assembly resolution 51/34 of 9 December 1996 and decision ISBA/C/10 of 12 August 1996 of the Council of the International Seabed Authority calling for the conclusion of a relationship agreement between the United Nations and the International Seabed Authority,

Desiring to make provision for an effective system of mutually beneficial relationship whereby the discharge of their respective responsibilities may be facilitated,

Taking into account for this purpose the provisions of the Charter of the United Nations, the provisions of the United Nations Convention on the Law of the Sea and the provisions of the Agreement relating to the Implementation of Part XI of the United Nations Convention on the Law of the Sea of 10 December 1982,

Have agreed as follows:

Article 1

PURPOSE OF THE AGREEMENT

This Agreement, which is entered into by the United Nations and the International Seabed Authority (hereinafter referred to as "the Authority"), pursuant to the provisions of the Charter of the United Nations (hereinafter referred to as "the Charter") and the provisions of the United Nations Convention on the Law of the Sea (hereinafter referred to as "the Convention") and the Agreement relating to the Implementation of Part XI of the United Nations Convention on the Law of the Sea of 10 December 1982 (hereinafter referred to as "the Agreement") respectively, is intended to define the terms on which the United Nations and the Authority shall be brought into relationship.

Article 2

PRINCIPLES

1. The United Nations recognizes the Authority as the organization through which States Parties to the Convention shall, in accordance with Part XI of the Convention and the Agreement, organize and control activities in the seabed and ocean floor and subsoil thereof, beyond the limits of national jurisdiction (hereinafter referred to as "the Area"), particularly with a view to administering the resources of the Area. The United Nations undertakes to conduct its activities in such a manner as to promote the legal order for the seas and oceans established by the Convention and the Agreement.

2. The United Nations recognizes that the Authority, by virtue of the Convention and the Agreement, shall function as an autonomous international organization in the working relationship with the United Nations established by this Agreement.

3. The Authority recognizes the responsibilities of the United Nations under the Charter and other international instruments, in particular in the fields of international peace and security and economic, social, cultural and humanitarian development, protection and preservation of the environment.

4. The Authority undertakes to conduct its activities in accordance with the purposes and principles of the Charter to promote peace and international cooperation and in conformity with the policies of the United Nations furthering these purposes and principles.

Article 3

COOPERATION AND COORDINATION

1. The United Nations and the Authority recognize the desirability of achieving effective coordination of the activities of the Authority with those of the United Nations and the specialized agencies, and of avoiding unnecessary duplication of activities.

2. The United Nations and the Authority agree that, with a view to facilitating the effective discharge of their respective responsibilities, they will cooperate closely with each other and consult each other on matters of mutual interest.

Article 4

ASSISTANCE TO THE SECURITY COUNCIL

1. The Authority shall cooperate with the Security Council by providing to it at its request such information and assistance as may be required in the exercise of its responsibility for the maintenance or restoration of international peace and security. In case confidential information is provided, the Security Council shall preserve its confidential character.

2. At the invitation of the Security Council, the Secretary-General of the Authority may attend its meetings to supply it with information or give it other assistance with regard to matters within the competence of the Authority.

Article 5

INTERNATIONAL COURT OF JUSTICE

The Authority agrees, subject to the provisions of this Agreement relating to the safeguarding of confidential material, data and information, to provide any information which may be requested by the International Court of Justice in accordance with the Statute of that Court.

Article 6

RECIPROCAL REPRESENTATION

1. Without prejudice to the decision of the General Assembly in resolution 51/6 of 4 November 1996 granting observer status to the Authority, and subject to such decisions as may be taken concerning the attendance of their meetings by observers, the United Nations shall, subject to the rules of procedure and practice of the bodies concerned, invite the Authority to send representatives to meetings and conferences of other competent bodies, whenever matters of interest to the Authority are discussed.

2. Subject to such decisions as may be taken by its competent bodies concerning the attendance of their meetings by observers, the Authority shall, subject to the rules of procedure and practice of the bodies concerned, invite the United Nations to send representatives to all its meetings and conferences, whenever matters of interest to the United Nations are discussed.

3. Written statements submitted by the United Nations to the Authority for distribution shall be distributed by the Secretariat of the Authority to all members of the appropriate organ or organs of the Authority in accordance with the relevant rules of procedure. Written statements presented by the Authority to the United Nations for distribution shall be distributed by the Secretariat of the United Nations to all members of the appropriate organ or organs of the United Nations in accordance with the relevant rules of procedure. Such written statements will be circulated in the quantities and languages in which they were made available to the respective Secretariat.

Article 7

COOPERATION BETWEEN THE TWO SECRETARIATS

The Secretary-General of the United Nations and the Secretary-General of the Authority shall consult from time to time regarding the implementation of their respective responsibilities under the Convention and the Agreement. They shall consult, in particular, regarding such administrative arrangements as may be necessary to enable the two organizations effectively to carry out their functions and to ensure effective cooperation and liaison between their Secretariats.

Article 8

EXCHANGE OF INFORMATION, DATA AND DOCUMENTS

1. The United Nations and the Authority shall arrange for the exchange of information, publications and reports of mutual interest.

2. In fulfilment of the responsibilities entrusted to him under article 319, subparagraphs 1(a) and (b), of the Convention and assumed by him pursuant to General Assembly resolution 37/66 of 3 December 1982, the Secretary-General of the United Nations shall report to the Authority from time to time on issues of a general nature that have arisen with respect to the Convention and shall regularly notify the Authority of ratifications and formal confirmations of and accessions to the Convention and amendments thereto, as well as of denunciations of the Convention.

3. The United Nations and the Authority shall cooperate in obtaining from States Parties to the Convention copies of charts or lists of geographical coordinates of the outer limit lines of their continental shelf as referred to in article 84 of the Convention. They will exchange copies of such lists of coordinates or, to the extent practicable, charts.

4. Where the outer limits of the national jurisdiction of a State Party are defined by the outer limit of the exclusive economic zone, the United Nations shall provide to the Authority copies of such lists of geographical coordinates or, to the extent practicable, charts, indicating the outer limit lines of the exclusive economic zone of such State Party as may be deposited with the Secretary-General of the United Nations pursuant to article 75, paragraph 2, of the Convention.

5. The Authority, to the extent practicable, shall furnish special studies or information requested by the United Nations. The submission of such reports, studies and information shall be subject to conditions set forth in article 14.

6. The United Nations and the Authority are subject to necessary limitations for the safeguarding of confidential material, data and information furnished to them by their members or others. Subject to article 4, paragraph 1, nothing in this Agreement shall be construed to require either the United Nations or the Authority to furnish any material, data and information the furnishing of which could, in its judgement, constitute a violation of the confidence of any of its members or anyone from whom it shall have received such information, or which would otherwise interfere with the orderly conduct of its operation.

Article 9

STATISTICAL SERVICES

The United Nations and the Authority, recognizing the desirability of maximum cooperation in the statistical field and of minimizing the burdens placed on governments and other organizations from which information may be collected, undertake to avoid undesirable duplication between them with respect to the collection, analysis and publication of statistics, and agree to consult with each other on the most efficient use of resources and of technical personnel in the field of statistics.

Article 10

TECHNICAL ASSISTANCE

The United Nations and the Authority undertake to work together in the provision of technical assistance in the fields of marine scientific research in the Area, transfer of technology and the prevention, reduction and control of pollution of the marine environment from activities in the Area. In particular, they agree to take such measures as may be necessary to achieve effective coordination of their technical assistance activities within the framework of existing coordinating machinery in the field of technical assistance, taking into account the respective roles and responsibilities of the United Nations and the Authority under their constitutive instruments, as well as those of other organizations participating in technical assistance activities.

Article 11

PERSONNEL ARRANGEMENTS

1. The United Nations and the Authority agree to apply, in the interests of uniform standards of international employment and to the extent feasible, common personnel standards, methods and arrangements designed to avoid unjustified differences in terms and conditions of employment and to facilitate interchange of personnel in order to obtain the maximum benefit from their services.

2. To this end, the United Nations and the Authority agree:

(a) To consult together from time to time concerning matters of common interest relating to the terms and conditions of employment of the officers and staff, with a view to securing as much uniformity in these matters as may be feasible;

(b) To cooperate in the interchange of personnel, when desirable, on a temporary or a permanent basis, making due provision for the retention of seniority and pension rights;

(c) To cooperate in the establishment and operation of suitable machinery for the settlement of disputes arising in connection with the employment of personnel and related matters.

3. Pursuant to decision ISBA/A/15 of 15 August 1996 of the Assembly of the International Seabed Authority, and upon the approval of the General Assembly of the United Nations, the Authority shall participate in the United Nations Joint Staff Pension Fund in accordance with the Regulations of the Fund and shall

accept the jurisdiction of the United Nations Administrative Tribunal in matters involving applications alleging non-observance of those Regulations.

4. The terms and conditions on which any facilities or services of the Authority or the United Nations in connection with the matters referred to in this article are to be extended to the other shall, where necessary, be the subject of supplementary arrangements concluded for this purpose.

Article 12

CONFERENCE SERVICES

1. Unless the General Assembly of the United Nations, after giving reasonable notice to the Authority, decides otherwise, the United Nations will make available to the Authority, on a reimbursable basis, such facilities and services as may be required for the meetings of the Authority, including translation and interpretation services, documentation and conference services.

2. The terms and conditions on which any facilities or services of the United Nations in connection with the matters referred to in this article may be extended to the Authority shall, where necessary, be the subject of separate arrangements concluded for this purpose.

Article 13

BUDGETARY AND FINANCIAL MATTERS

The Authority recognizes the desirability of establishing close budgetary and financial cooperation with the United Nations aimed at benefiting from the experience of the United Nations in this field.

Article 14

FINANCING OF SERVICES

The costs and expenses resulting from the provision of services pursuant to this Agreement shall be the subject of separate arrangements between the Authority and the United Nations.

Article 15

UNITED NATIONS LAISSEZ-PASSER

Without prejudice to the right of the Authority to issue its own travel documents, officials of the Authority shall be entitled, in accordance with such special arrangements as may be concluded between the Secretary-General of the United Nations and the Secretary-General of the Authority, to use the laissez-passer of the United Nations as a valid travel document where such use is recognized under the Protocol on the Privileges and Immunities of the International Seabed Authority or other agreements defining the privileges and immunities of the Authority.

Article 16

IMPLEMENTATION OF THE AGREEMENT

The Secretary-General of the United Nations and the Secretary-General of the Authority may enter into such supplementary arrangements for the implementation of this Agreement as may be found desirable.

Article 17

AMENDMENTS

This Agreement may be amended by agreement between the United Nations and the Authority. Any such amendment agreed upon shall enter into force on its approval by the General Assembly of the United Nations and the Assembly of the Authority.

Article 18

ENTRY INTO FORCE

1. This Agreement shall enter into force on its approval by the General Assembly of the United Nations and the Assembly of the Authority.

2. This Agreement shall be applied provisionally by the United Nations and the Authority upon signature by the Secretary-General of the United Nations and the Secretary-General of the Authority.

IN WITNESS THEREOF the undersigned, being duly authorized representatives of the United Nations and the International Seabed Authority, have signed the present agreement.

SIGNED this 14th day of March 1997 at _____ in two originals in the English language.

FOR THE UNITED NATIONS:
(Signed) Kofi A. ANNAN
Secretary-General

FOR THE INTERNATIONAL
SEABED AUTHORITY:
(Signed) Satya N. NANDAN
Secretary-General

- (c) Exchange of letters between the United Nations and the Government of Antigua and Barbuda, constituting an agreement concerning the International Decade for the Eradication of Colonialism, to be held in St. John's, Antigua and Barbuda, from 21 to 23 May 1997. New York, 4 and 17 April 1997⁵

I

LETTER FROM THE UNITED NATIONS

Excellency,

I have the honour to refer to the arrangements for the Caribbean Regional Seminar in accordance with the Plan of Action concerning the International Decade for the Eradication of Colonialism, to be organized by the Special Committee

on the Situation with regard to the Implementation of the Declaration on the Granting of Independence to Colonial Countries and Peoples at the Royal Antigua Hotel, St. John's, Antigua and Barbuda, from 21 to 23 May 1997. With the present letter, I wish to obtain your Government's acceptance of the following arrangements:

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

2. The Government of Antigua and Barbuda will assign one (1) protocol officer to assist in the planning and coordination of the Seminar.

3. *Entry visa*

The Government of Antigua and Barbuda, through its Immigration Division, will assign officers to provide entry visas to the participants upon their arrival at Vere C. Bird International Airport and to facilitate their processing through customs.

4. *Premises for the Seminar*

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

5. *Communication equipment*

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

6. *Office equipment*

The Government of Antigua and Barbuda, in cooperation with the office of the United Nations Development Programme (UNDP) in Barbados, will make arrangements with private companies to hire office equipment needed for the conduct of the Seminar.

7. *Accommodation*

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

8. *Transportation*

The Government of Antigua and Barbuda will, as a matter of courtesy, provide two (2) VIP cars and one (1) 25-seater bus for use of the delegations, participants and officials on arrivals and departures to and from the airport to the hotel as well as other official use as appropriate.

9. *Liaison officers*

The Government of Antigua and Barbuda will provide six (6) Foreign Service trainees as liaison officers to the Seminar and as guides to delegations and participants.

10. *Local support staff*

The Government of Antigua and Barbuda will provide the following ten (10) support staff to the Seminar:

- (i) Three (3) secretaries;
- (ii) Three (3) administrative assistants; and
- (iii) Four (4) machine operators.

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

11. *Security*

The security coverage for the Seminar will be the responsibility of the Government of Antigua and Barbuda in conjunction with Royal Antigua Hotel.

12. *Medical facilities*

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

13. *Tax exemption*

The Government of Antigua and Barbuda shall exempt United Nations personnel, holders of diplomatic passports and special invitees/guests from the airport departure tax.

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

- (a) (i) The Convention on the Privileges and Immunities of the United Nations of 1946 shall be applicable in respect of the Seminar. Representatives of non-governmental organizations and inter-governmental organizations shall enjoy immunity from legal process in respect of words spoken or written or any act performed by them in connection with their participation in the Seminar. The other participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Seminar shall enjoy the privileges and immunities provided under articles V and VII of the Convention on the Privileges and Immunities of the United Nations.
 - (ii) Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Seminar shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Seminar.
 - (iii) Personnel provided or arranged by the Government, pursuant to this Agreement, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Seminar.
- (b) All participants and all persons performing functions in connection with the Seminar shall have the right of unimpeded entry and exit from Antigua

and Barbuda. Visas and entry permits, where required, shall be granted free of charge and as promptly as possible.

(c) It is further understood that the Government of Antigua and Barbuda will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) death, injury to persons or damage to property in conference or office premises provided for the Seminar; (ii) death, injury or damage to persons or property occurring during use of the transportation referred to in paragraph 8 above; and (iii) the employment for the Seminar of personnel provided or arranged by your Government; and your Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

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

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

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

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF ANTIGUA AND BARBUDA TO THE UNITED NATIONS

17 April 1997

Excellency,

The Government of Antigua and Barbuda has duly studied all aspects of your letter which was forwarded on 4 April 1997 and wishes to state that the Government of Antigua and Barbuda agrees with the provisions of the said letter. This exchange of letters shall constitute an agreement between the United Nations and

the Government of Antigua and Barbuda as a host country regarding the provisions for the Caribbean Regional Seminar.

Kindly accept, Excellency, the assurances of the highest consideration of the Permanent Mission of Antigua and Barbuda to the United Nations, which has been fully authorized to respond on behalf of the Government of Antigua and Barbuda.

(Signed) Patrick Albert LEWIS
Ambassador Extraordinary
and Plenipotentiary

- (d) Agreement between the International Tribunal for the Former Yugoslavia and the Government of Finland on the enforcement of sentences of the International Tribunal. Signed at The Hague on 7 May 1997⁶

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

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

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

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

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

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

Have agreed as follows:

Article 1

PURPOSE AND SCOPE OF THE AGREEMENT

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

Article 2

PROCEDURE

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

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

(a) A certified copy of the judgement;

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

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

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

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

Article 3

ENFORCEMENT

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

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

3. If, pursuant to the applicable national law of the requested State, the convicted person is eligible for early release, the Government shall notify the Registrar accordingly.

4. The President of the International Tribunal shall determine, in consultation with the judges of the International Tribunal, whether any early release is appropriate. The Registrar shall inform the Government of the President's determination. If the President determines that an early release is not appropriate, the Government shall act accordingly.

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

Article 4

TRANSFER OF THE CONVICTED PERSON

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

Article 5

NON BIS IN IDEM

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

Article 6

INSPECTION

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

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

Article 7

INFORMATION

1. The Government shall immediately notify the Registrar:

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

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

Article 8

PARDON AND COMMUTATION OF SENTENCES

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

2. The President of the International Tribunal shall determine, in consultation with the judges of the International Tribunal, whether pardon or commutation of the sentence is appropriate. The Registrar shall inform the Government of the President's determination. If the President determines that a pardon or commutation of the sentence is not appropriate, the Government shall act accordingly.

Article 9

TERMINATION OF ENFORCEMENT

1. The enforcement of the sentence shall cease:

- (a) When the sentence has been completed;
- (b) Upon the demise of the convicted;
- (c) Upon the pardon of the convicted;

(d) Following a decision of the International Tribunal as referred to in paragraph 2.

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

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

Article 10

IMPOSSIBILITY TO ENFORCE SENTENCE

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

Article 11

COSTS

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

Article 12

ENTRY INTO FORCE

This agreement shall enter into force on the thirtieth day following the date of signature of both parties.

Article 13

DURATION OF THE AGREEMENT

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

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

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

DONE at The Hague this 7th day of May 1997, in duplicate, in the English language.

FOR THE UNITED NATIONS:
(Signed) Dorothee DE SAMPAYO
GARRIDO-NIJGH
Registrar
International Criminal Tribunal
for the Former Yugoslavia

FOR THE GOVERNMENT
OF FINLAND:
(Signed) H.E. Mrs. Tarja HALONEN
Minister for Foreign Affairs

(e) Cooperation Agreement between the United Nations and the Caribbean Community. Signed at New York on 27 May 1997⁷

The Secretariat of the United Nations and the Caribbean Community (CARICOM) Secretariat:

Recalling that the purposes of the United Nations are, inter alia, to achieve international cooperation in solving international problems of an economic, social, cultural or humanitarian character, and in promoting and encouraging respect for human rights and fundamental freedoms and to be a centre for harmonizing the actions of nations in the attainment of these common ends;

Bearing in mind that the Charter of the United Nations contemplates the existence of regional arrangements or agencies for dealing with such matters as are appropriate for regional action and other activities consistent with the purposes and principles of the United Nations;

Considering the provisions of the Treaty establishing the Caribbean Community which provide for the furthering of the integration movement through the establishment of the CARICOM Single Market and Economy in order to achieve sustained economic development, international competitiveness, coordinated economic and foreign policies, functional cooperation and enhanced trade and economic relations with other countries and to enhance the participation of their

peoples, and in particular the critical actors in the private sector and the social partners, in the integration movement;

Acknowledging that the Caribbean Community deals at the subregional level with activities which are consistent with the purposes and principles of the United Nations;

Taking note of resolutions adopted by the United Nations, in particular General Assembly resolutions 49/141 and 51/16 and those adopted by the Fifteenth Meeting of the Conference of Heads of Government of the Caribbean Community, from 4 to 7 July 1994, and the Twenty-second Meeting of the Standing Committee of Ministers responsible for Foreign Affairs, on 13 and 14 May 1996, calling for intensified cooperation between the two organizations;

Desirous of pursuing their efforts towards the achievement of common aims as identified in the present agreement,

Have agreed as follows:

Article I

COOPERATION AND CONSULTATIONS

1. The Caribbean Community Secretariat and the Secretariat of the United Nations shall act in close collaboration and hold consultations regularly on matters of common interest.

2. To this end, the Parties shall develop the appropriate framework for such consultations as and when necessary.

Article II

ATTENDANCE AT MEETINGS

1. Subject to the applicable rules of procedure and such decisions as may be taken by its competent bodies concerning the attendance of meetings by observers, the United Nations shall invite the Caribbean Community to be represented at meetings and conferences where observers are allowed, whenever matters of special interest to the Caribbean Community are to be discussed.

2. Subject to the applicable rules of procedure and such decisions as may be taken by its competent bodies concerning the attendance of meetings by observers, the Caribbean Community shall invite the United Nations to be represented at meetings and conferences where observers are allowed, whenever matters of special interest to the United Nations are to be discussed.

Article III

EXCHANGE OF INFORMATION AND DOCUMENTATION

1. The Secretariat of the United Nations and the Caribbean Community Secretariat agree to exchange information and documentation in the public domain to the fullest extent possible on matters of common interest.

2. Where appropriate and subject to the necessary requirements, information and documentation relating to specific projects and programmes may also be exchanged between the Parties.

Article IV

STATISTICAL AND LEGAL INFORMATION

1. The United Nations and the Caribbean Community shall, subject to their respective rules and regulations, endeavour to make every effort possible to ensure optimum utilization of statistical and legal information, and efficient use of their resources to compile, analyse, publish and disseminate such information.

Article V

COOPERATION BETWEEN THE SECRETARIATS

1. The Secretary-General of the United Nations and the Secretary-General of the Caribbean Community shall take appropriate measures to ensure effective cooperation and liaison between the Secretariats of the two organizations.

2. Either organization may request the cooperation of the other whenever the latter organization is in a position to help develop the former's activities.

3. Each organization shall endeavour, insofar as possible and in compliance with its constituent instruments and decisions of its competent bodies, to respond favourably to such requests for cooperation in accordance with procedures to be mutually agreed upon.

4. Similarly, insofar as possible, and within the context of their constituent instruments and decisions of their respective competent bodies, the two organizations shall assist each other in the conduct of technical studies.

Article VI

IMPLEMENTATION OF THE AGREEMENT

1. The Secretariat of the United Nations and the Caribbean Community Secretariat shall consult each other regularly on matters relating to the implementation of this Agreement.

Article VII

SUPPLEMENTARY ARRANGEMENTS

The United Nations and the Caribbean Community may enter into such supplementary arrangements for the purpose of cooperation and coordination as may be found desirable.

Article VIII

ENTRY INTO FORCE, AMENDMENT AND DURATION

1. This Agreement shall enter into force on the date of its signature by the duly authorized representatives of the Secretariat of the United Nations and the Caribbean Community Secretariat.

2. This Agreement may be amended by mutual consent of the Parties. Any proposed amendment shall be made in writing to the other Party and shall enter

into force after a period of three months following the expression of such consent by the Party.

3. This Agreement may be terminated by either Party giving six months' written notice to the other Party of its intention to do so.

IN WITNESS WHEREOF, the undersigned representatives of the Secretariat of the United Nations and the Caribbean Community Secretariat have signed the present Agreement in duplicate in the English language.

Signed this 27th day of May 1997 at the United Nations Headquarters in New York.

FOR THE SECRETARIAT OF
THE CARIBBEAN COMMUNITY:

(Signed) Edwin CARRINGTON
Secretary-General

FOR THE UNITED NATIONS
SECRETARIAT:

(Signed) Palitha KOHONA

- (f) Exchange of letters between the United Nations and the Government of Japan, constituting an agreement concerning arrangements regarding the United Nations Conference on Disarmament Issues entitled "New Agenda for Disarmament and International and Regional Security", to be held in Sapporo from 22 to 25 July 1997. Signed at New York on 8 July 1997⁸

I

LETTER FROM THE UNITED NATIONS

8 July 1997

Dear Ambassador,

I have the honour to inform you that a United Nations Conference on Disarmament Issues entitled "New Agenda for Disarmament and International and Regional Security" (hereinafter referred to as "the Conference") will be organized by the United Nations and will be held in Sapporo, Japan, from 22 to 25 July 1997.

The purpose of the Conference in Sapporo is to provide an informal setting for frank and open discussion of critical issues in the field of arms control, disarmament and confidence-building measures, with a view to addressing differences in approach, on the one hand, and, possibly, identifying common grounds for achieving further progress in the formal disarmament deliberating and negotiation forums, on the other.

Attendance at the Conference is open to participants invited by the United Nations in their personal capacity, and officials of the United Nations. The United Nations will, in due course, prior to the Conference, inform the Government of Japan (hereinafter referred to as "the Government") of the names and the numbers of participants as specified above.

Arrangements concerning the practical aspects relating to the organization of the Conference have been made with the Sapporo Receiving Committee.

With respect to the Conference, and without prejudice to discussions between the United Nations and the Government concerning general arrangements for the holding of United Nations meetings in Japan, I have the honour to propose the following arrangements.

1. *Privileges and immunities*

(a) The Convention on the Privileges and Immunities of the United Nations approved by the General Assembly on 13 February 1946, to which Japan is a party, will be applicable with respect to the Conference. In particular, the above-mentioned officials of the United Nations performing functions in connection with the Conference will 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 will enjoy the privileges and immunities provided under articles VI and VII of the Convention.

(b) Without prejudice to the provisions of the above-mentioned Convention, all participants and persons performing functions for the United Nations in connection with the Conference and officials of the United Nations will enjoy such other facilities as are necessary for the independent exercise of their functions in connection with the Conference.

(c) All participants and persons performing functions for the United Nations in connection with the Conference and the officials of the United Nations will be permitted to enter into and exit from Japan, and be granted visas and entry permits, where required, free of charge and as promptly as possible in accordance with the Immigration Control and Refugee Recognition Act of Japan as currently in effect.

2. *Police protection and tranquillity of premises*

It is expected that the Government will provide such police protection as is required to ensure the efficient functioning of the Conference in an atmosphere of security and tranquillity and free from interference of any kind. While such police services will be under the direct supervision and control of a senior officer provided by the Government, this officer will work in close cooperation with a designated senior official of the United Nations.

3. *Settlement of disputes*

Any dispute between the United Nations and the Government concerning the interpretation or application of the present arrangements will be settled by negotiation or by other means to be agreed upon by the United Nations and the Government.

I should be grateful if you would let me know at your earliest convenience whether your Government has any objections to the foregoing arrangements.

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

II

LETTER FROM THE PERMANENT MISSION OF JAPAN

8 July 1997

Dear Mr. Prendergast,

I have the honour to acknowledge receipt of your letter dated 8 July concerning the United Nations Conference on Disarmament Issues in Sapporo.

I have further the honour to inform you that the Government of Japan has no objection to the arrangements set out in your letter of 8 July 1997.

(Signed) Masaki KONISHI
Ambassador Extraordinary
and Plenipotentiary

- (g) Cooperation Agreement between the United Nations and the International Criminal Police Organization. Signed at New York on 8 July 1997⁹

The United Nations and the International Criminal Police Organization (Interpol),

Considering the provisions of the Charter of the United Nations which call, inter alia, for the promotion of regional and international cooperation to solve political, economic and social problems and to ensure respect for human rights in the world,

Bearing in mind the goals of the United Nations in the field of crime prevention and criminal justice, which specifically include the reduction of crime, more efficient and effective law enforcement and administration of justice, respect for human rights and the promotion of the highest standards of fairness, humanity and professional conduct,

Fully aware of the role of the Commission on Crime Prevention and Criminal Justice as the principal policy-making body of the United Nations in crime prevention and criminal justice, as determined by the General Assembly in its resolution 46/152 of 18 December 1991 (annex) and the Economic and Social Council in its resolution 1992/22 of 30 July 1992,

Recognizing the functions of the Crime Prevention and Criminal Justice Division, which is the only office within the United Nations Secretariat with responsibilities in the field of crime prevention and criminal justice,

Considering the provisions of the Constitution of the International Criminal Police Organization, which provides that Interpol's aims are to ensure and promote the widest possible mutual assistance between all criminal police authorities within the limits of the laws existing in the different countries and in the spirit of the Universal Declaration of Human Rights, and to establish and develop all institutions likely to contribute effectively to the prevention and suppression of ordinary law crimes,

Further noting that under its Constitution it is strictly forbidden for Interpol to undertake any intervention or activities of political, military, religious or racial character,

Recognizing the importance of further strengthening the cooperation which has developed over the years between the United Nations and Interpol in the field of crime prevention and criminal justice,

Considering that it is essential, in order to improve efficiency and effectiveness and to prevent overlapping of activities and duplication of efforts, to develop more effective coordination in the field of crime prevention and the administration of justice between the organs and bodies of the United Nations and Interpol and to provide ways and means for such coordination,

Taking into consideration the specific methods and character of the activities of each organization as determined by their statutory objective, their mandates and the provisions of the relevant international instruments,

Recalling United Nations General Assembly resolution 51/1 of 15 October 1996, and Interpol General Assembly resolutions AGN/65/RES/11 and AGN/65/RES/14 calling for the promotion of cooperation between the two organizations,

Have agreed as follows:

Article 1

AREAS OF COOPERATION

The United Nations and Interpol undertake to cooperate in the following fields, through their appropriate bodies:

(a) Responding to the needs of the international community in the face of both national and transnational crime;

(b) Assisting the international community in achieving the goals of preventing crime within and among States and improving the response to crime, in particular, through police training and public awareness campaigns aimed at alerting the public to the considerable threat posed by certain types of crime;

(c) Assisting States, in particular in their efforts to combat organized criminal groups involved in such forms of crime as money-laundering, illicit traffic in human beings, offences against minors, drug trafficking, as well as violations of international environmental and humanitarian laws;

(d) Cooperating, where appropriate, in the implementation of the mandates of international judicial institutions, such as 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 and the International Criminal Tribunal for the Prosecution of Persons Responsible for Genocide and Other Serious Violations of International Humanitarian Law Committed in the Territory of Rwanda and Rwandan Citizens Responsible for Genocide and Other Such Violations Committed in the Territory of Neighbouring States between 1 January and 31 December 1994, which have been or may be established by the United Nations;

(e) Cooperating, when requested by the United Nations and as appropriate, in respect of carrying out investigations and any other police-related matters in the context of peacekeeping and similar operations;

(f) Examining the possibility of establishing through special arrangements with offices and programmes concerned common or linked computerized data-

bases relating to penal law, to avoid undesirable duplication between them with respect to the collection and analysis of such information.

Article 2

CONSULTATION AND COOPERATION

1. The United Nations and Interpol shall exchange views, when appropriate, on policy issues within their respective competence and consult regularly on matters of common interest with a view to achieving their objectives and coordinating their positions and activities. When appropriate, they will also hold consultations on the most effective way of organizing particular activities of common interest related to their respective mandates and on the optimum use of their resources in connection with such activities.

2. To this end, the United Nations and Interpol shall set up appropriate structures for such consultations as and when necessary.

Article 3

EXCHANGE OF INFORMATION AND DOCUMENTS

The United Nations and Interpol shall make every effort to achieve the best use of available information related to the issues of common interest. To that end, and subject to necessary limitations and their internal regulations concerning the safeguarding of confidential or semi-confidential material and information, they shall arrange for the exchange of information and documents of common interest.

Article 4

TECHNICAL COOPERATION

1. Should the activities of the United Nations and of Interpol in fields of common interest so dictate, either organization may request the cooperation of the other whenever the latter organization is in a position to help develop the former's activities.

2. The United Nations and Interpol shall endeavour, insofar as possible and in compliance with their constituent instruments and the decisions of their competent bodies, to respond favourably to such requests for cooperation in accordance with procedures and arrangements to be mutually agreed upon.

3. The United Nations and Interpol shall cooperate, when appropriate and to the extent possible, in evaluating projects and programmes of common interest that relate to the areas of their respective competence. Interpol agrees in this regard to assist the United Nations upon request in reviewing national, regional or global crime prevention and criminal justice projects and programmes falling within the area of its expertise.

4. The United Nations and Interpol shall deepen their dialogue and promote the undertaking of joint studies and the provision of advisory services and technical assistance, regarding the mutually reinforcing interrelationship between crime prevention, the administration of justice and respect for human rights.

Article 5

JOINT ACTION

The United Nations and Interpol may, through special arrangements, decide to act jointly in the implementation of projects that are of common interest. The special arrangements shall define the modalities for the participation of each organization in such projects and shall determine the expenses payable by each of them.

Article 6

RECIPROCAL REPRESENTATION

1. In conformity with General Assembly resolution 51/1 of 22 October 1996, Interpol may participate in the sessions and work of the General Assembly of the United Nations as an observer.

2. Subject to such decisions as may be taken by its other competent bodies concerning the attendance of its meetings by observers, the United Nations shall, subject to the rules of procedure of the bodies concerned, invite Interpol to send representatives to United Nations meetings and conferences where observers are allowed, whenever matters of interest to Interpol are discussed. The provisions of this paragraph shall, in particular, be observed with regard to United Nations meetings and seminars and conferences on the prevention of crime.

3. Subject to such decisions as may be taken by its competent bodies concerning the attendance of its meetings by observers, Interpol shall invite the United Nations to send representatives to all its meetings and conferences where observers are allowed, whenever matters of interest to the United Nations are discussed.

4. The United Nations and Interpol shall make every effort to ensure that if one of them is involved in organizing an international meeting for the consideration of the issues which fall within the competence of the other, representatives of the latter will be invited to attend that meeting.

Article 7

COOPERATION BETWEEN THE SECRETARIATS

1. The Secretary-General of the United Nations and the Secretary-General of Interpol shall consult from time to time regarding the implementation of their respective responsibilities under this Agreement and other issues of common interest.

2. The Secretary-General of the United Nations and the Secretary-General of Interpol shall make appropriate administrative arrangements to ensure effective cooperation and liaison between the Secretariats of the two organizations.

Article 8

PERSONNEL ARRANGEMENTS

Subject to their relevant internal regulations, the United Nations and Interpol shall examine the possibility of organizing the exchange of personnel on a tempo-

rary basis. They will enter into special arrangements, if necessary, for that purpose.

Article 9

IMPLEMENTATION OF THE AGREEMENT

The United Nations and Interpol may, if necessary, enter into supplementary arrangements for the implementation of the present Agreement.

Article 10

ENTRY INTO FORCE, AMENDMENTS AND DURATION

1. This Agreement shall enter into force following the exchange of written notifications confirming the completion by both organizations of their internal requirements in this respect.

2. This Agreement may be amended by mutual consent between the United Nations and Interpol expressed in writing.

3. Either of the organizations may terminate this Agreement by giving six months' written notice to the other party.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the United Nations and Interpol have signed the present Agreement.

DONE at New York on 8 July 1997 in two copies in English and French, each text being equally authentic. One of the original copies in English and French will be deposited with the United Nations and the other will be deposited with Interpol.

FOR THE UNITED NATIONS:

(Signed) Kofi A. ANNAN
Secretary-General

FOR THE INTERNATIONAL

CRIMINAL POLICE

ORGANIZATION—INTERPOL:

(Signed) Toshinori KANEMOTO
President

(h) Memorandum of Understanding between the United Nations and the Organization of American States for the International Civilian Mission in Haiti. Signed at New York on 17 July 1997¹⁰

Whereas, the establishment of the International Civilian Mission in Haiti ("the Joint Mission") was welcomed by, respectively, resolution 4/92 of 13 December 1992 of the Ministers of Foreign Affairs of the Organization of American States and resolution 47/20 B, of 20 April 1993 of the General Assembly of the United Nations, with the initial task of verifying compliance with Haiti's international human rights obligations;

Whereas, the General Secretariat of the Organization of American States and the United Nations Secretariat ("the Parties") concluded, on 13 January 1995, a Memorandum of Understanding on the terms and conditions governing the structure, support and activities of the Joint Mission;

Whereas, the Parties have agreed that for the purpose of continuing the Joint Mission, the Memorandum of Understanding of 13 January 1995 will be termi-

nated and that a new Memorandum of Understanding be entered into reflecting the understanding of the Parties on the terms and conditions governing the structure, support, records and activities of the Joint Mission;

Now therefore, the Parties to this Memorandum of Understanding have agreed on the following arrangements:

Article I

CHARACTERISTICS

1.1 The official name of the Joint Mission is “International Civilian Mission in Haiti OAS/UN (MICIVIH)”. In Haiti, the Joint Mission will also be known in Creole as “Misyon Sivil Entenasyonnal en Ayiti OEA/ONU”.

1.2 The headquarters of the Joint Mission is in Port-au-Prince, Haiti.

Article II

ORGANIZATION

2.1 The Joint Mission shall be composed of the following:

2.1.1 *The Executive Director.* The Executive Director is jointly designated as Chief of the Joint Mission by the Secretary General of the Organization of American States and the Secretary-General of the United Nations. The Executive Director shall be under contract with the General Secretariat of the Organization of American States. The Executive Director shall report to the Secretary-General of the United Nations through the Special Representative, and to the Secretary General of the Organization of American States directly.

2.1.2 *Other substantive officers.* The Deputy Executive Director and Chief of Section on Institution Building shall be contracted by the United Nations. The Chief of the Promotion and Protection of Human Rights Section shall be contracted by the General Secretariat of the Organization of American States. Other substantive officers shall be apportioned between the General Secretariat of the Organization of American States and the Secretariat of the United Nations; each Party shall contract with the substantive officers apportioned to it.

2.1.3 *Human rights observers.* Each Party shall provide human rights observers and shall contract with the observers that it provides. The Executive Director shall deploy those observers throughout Haiti.

2.1.4 *Regional coordinators.* Regional coordinators shall be provided by the Parties in equal numbers.

2.1.5 *Local support staff.* The Parties shall agree on the required list of local support staff for the Joint Mission, which will be contracted and administered by the United Nations. The salaries and related costs for these staff shall be shared between the two Parties on an equal basis.

2.2 The United Nations shall provide general administrative support to the Joint Mission, as well as administering its own staff. The General Secretariat of the Organization of American States shall provide general administrative support as it deems necessary to administer its own staff and equipment.

2.3 The regulations and rules of each Party, including those pertaining to remuneration, shall apply to its respective personnel and contractors.

Article III

OFFICE PREMISES, GOODS AND SERVICES

3.1 The United Nations shall assume responsibility for the contracting of office space as required for the Joint Mission, in Port-au-Prince as well as the designated regions. Costs for these premises, including the related charges for utilities, shall be shared between the Parties on an equal basis.

3.2 The Executive Director shall determine the Joint Mission's procurement needs, subject to the provisions of the approved budget of the Joint Mission and the relevant rules and regulations.

3.2.1 All goods and services required to support the Joint Mission, including all office equipment and supplies, communications equipment, vehicles, fuel and maintenance, shall be provided by the United Nations. Related operating and maintenance costs will be borne by the United Nations. All such goods provided by the United Nations shall remain the property of the United Nations.

3.2.2 Goods and services required to implement substantive programmes of the Joint Mission (such as media campaigns, etc.), as determined by the Executive Director, shall be procured or contracted by the United Nations according to its relevant rules and regulations, the costs for which will be shared between the Parties on an equal basis. At the conclusion of the Joint Mission, any such goods will be distributed between the Parties on an equal basis.

3.3 Vehicles, communications and other equipment belonging to the Organization of American States which are currently in use by the Joint Mission, and any other property provided subsequently by the General Secretariat of the Organization of American States, will remain available for use at the discretion of the General Secretariat of the Organization of American States. All such goods provided by the General Secretariat of the Organization of American States shall remain the property of the General Secretariat of the Organization of American States.

3.4 Each Party shall be responsible for insuring its own property, and each Party shall carry sufficient insurance against third-party claims.

Article IV

RECORDS

4.1 The ownership and disposition of the records of the Joint Mission shall be governed by the following provisions.

4.2 For the purpose of this Agreement, records shall be defined as any document, paper, book, letter drawing, map, plate, audio-visual material, electronic or machine-readable document, or database created or received by an office or staff member in connection with, or as a result of, the official work of MICIVIH.

4.3 For appraisal purposes, records shall be divided into three groups: administrative records; programme and subject records; and human rights case records.

4.3.1 Administrative records shall be such records which pertain to the administration of the Joint Mission by either of the Parties. The administrative records of each organization shall be owned by that Party alone and shall be dis-

posed of according to its own records retention requirements, rules and regulations.

4.3.2 Programme and subject records shall be such records which pertain to the substantive programmes and activities of the Joint Mission. These records shall be jointly owned.

4.3.3 Human rights case records shall be such records on individual or group case files compiled by the Joint Mission as a result of investigations, interviews or other studies on alleged human rights violations. Such records shall be jointly owned by the Parties.

4.4 For those records that are jointly owned, a joint appraisal programme shall be performed before the end of the mission mandate by duly authorized representatives of each organization. No jointly owned records shall be disposed of without the prior written approval of both the Chief of the Archives and Records Management Section of the United Nations and the Director of the Columbus Memorial Library of the General Secretariat of the Organization of American States, or their duly authorized representatives.

4.5 Jointly owned records which both Parties wish to retain during or upon completion of the Joint Mission shall be copied and the related costs will be shared equally by the Parties.

4.6 A joint policy on determination of access to sensitive and confidential programme, subject and human rights case records shall be developed by duly authorized representatives of each Party. The policy shall establish levels of security classification, set out conditions of access and use by the Parties and govern availability of the records. Such policy shall include provisions for systematic declassification of the records after an agreed period of time.

Article V

FINANCIAL CONSIDERATIONS

5.1 The budget proposals for the Joint Mission, with particular reference to those components which will be shared between the Parties (accommodations, local support staff, substantive programmes), will be prepared by the United Nations in agreement with the General Secretariat of the Organization of American States. The mutual agreement of each Party to the budget requirements will be secured as the basis for the cost-sharing arrangements as described above, provided, however, that these total budget requirements will not be exceeded without the prior written consent of the authorized representatives of both Parties.

5.2 The General Secretariat of the Organization of American States shall, upon agreement, in writing, to the proposed budget for the Joint Mission, provide to the United Nations as a "deposit" the sum in cash equal to three months of the General Secretariat of the Organization of American States' anticipated share of the costs described above, provided, however, that this deposit shall not exceed one fourth of the General Secretariat of the Organization of American States' actual share of MICIVIH's cost for 1996. The "deposit" shall be applied to the General Secretariat of the Organization of American States' share of these costs until it is depleted.

5.3 The United Nations and the General Secretariat of the Organization of American States will exchange regular statements showing the actual costs to be

shared as reviewed and certified respectively by the Controller of the United Nations and by the Treasurer of the General Secretariat of the Organization of American States. In addition, if, in the event that any United Nations MICIVIH account is determined by its Office of Internal Oversight Services or by any other authorized United Nations certified public accounting firm or office to require adjustments, or in the event that any General Secretariat of the Organization of American States MICIVIH account is determined by its Office of the Inspector General or by its Board of External Auditors to require adjustments, the Party that determines that its account(s) require adjustments will notify the other Party in writing of these adjustments to the extent that such adjustments affect payment or reimbursement by either Party. The General Secretariat of the Organization of American States and the United Nations will expeditiously review the relevant documentation and certify invoices for the purpose of their prompt payment.

Article VI

GENERAL PROVISIONS

6.1 This Memorandum of Understanding shall take effect on the date it is signed on behalf of both Parties.

6.2 This Memorandum of Understanding shall supersede all prior agreements pertaining to the terms and conditions governing the structure, support, records and financing of the Joint Mission.

6.3 Any dispute arising out of the interpretation of this Memorandum of Understanding that cannot be resolved amicably between the Parties shall be resolved through a mutually agreeable procedure.

6.4 This Memorandum of Understanding should not be construed as a waiver of the privileges and immunities of either organization.

6.5 Either Party may terminate this Memorandum of Understanding by giving sixty days' prior written notice to the other. Provided, however, that in the event of any such termination, the provisions of article IV of the Memorandum of Understanding shall continue in effect, unless otherwise specifically agreed in writing by duly authorized representatives of the Parties.

6.6 This Memorandum of Understanding may be amended by an exchange of letters signed by duly authorized representatives of the Secretary General of the Organization of American States and the Secretary-General of the United Nations.

SIGNED in two duplicate originals on this 17th day of July 1997.

FOR THE UNITED NATIONS:
(Signed) Jean-Pierre HALBWACHS
Assistant Secretary-General, Controller

FOR THE GENERAL
SECRETARIAT OF THE
ORGANIZATION OF
AMERICAN STATES:
(Signed) James R. HARDING
Assistant Secretary for
Management

- (i) Agreement on cooperation and relationship between the United Nations and the International Tribunal for the Law of the Sea. Signed at New York on 18 December 1997¹¹

The United Nations and the International Tribunal for the Law of the Sea,

Bearing in mind that, in accordance with the Charter, the United Nations is the principal organization dealing with matters relating to the maintenance of international peace and security and that one of the main purposes of the Organization is to bring about by peaceful means the settlement of international disputes or situations that might lead to a breach of the peace;

Acknowledging the key role played by the United Nations under the Charter in the peaceful settlement of international disputes;

Bearing in mind that the General Assembly of the United Nations in its resolution 3067 (XXVIII) of 16 November 1973 decided to convene the Third United Nations Conference on the Law of the Sea for the adoption of a convention dealing with all matters relating to the law of the sea and that the Conference adopted the United Nations Convention on the Law of the Sea (hereinafter referred to as the Convention);

Bearing in mind that the International Tribunal for the Law of the Sea (hereinafter referred to as the International Tribunal) has been established in accordance with Article 287, paragraph 1 (a), and annex VI of the Convention as an autonomous international judicial body;

Noting the role of the International Tribunal in the peaceful settlement of disputes in relation to the uses of the seas and the oceans and their resources;

Noting also that the functions of the International Tribunal are consistent with Article 2, paragraph 3, of the Charter providing that international disputes shall be settled by peaceful means;

Noting further the responsibilities entrusted to the Secretary-General of the United Nations under Article 319 and other provisions of the Convention;

Recalling General Assembly resolution 51/204 of 17 December 1996 inviting the International Tribunal to participate in the sessions and the work of the General Assembly in the capacity of observer;

Noting further General Assembly resolution 51/34 of 9 December 1996 and the decision of the first session of the International Tribunal calling for the conclusion of a relationship agreement between the United Nations and the International Tribunal;

Have agreed as follows:

Article 1

GENERAL

1. The United Nations recognizes the International Tribunal as an autonomous international judicial body with jurisdiction, as provided for in the relevant provisions of the Convention and the Statute of the International Tribunal annexed thereto.

2. The International Tribunal recognizes the responsibilities of the United Nations under the Charter, in particular in the fields of international peace and se-

curity, economic, social, cultural and humanitarian development and the peaceful settlement of international disputes.

3. The United Nations and the International Tribunal undertake to respect each other's status and mandate and to establish cooperative working relations pursuant to the provisions of this Agreement.

Article 2

COOPERATION AND COORDINATION

The United Nations and the International Tribunal, with a view to facilitating the effective attainment of their objectives and the coordination of their activities, will:

- (a) Consult and cooperate, whenever appropriate, on matters of mutual concern; and
- (b) Pursue, whenever appropriate, initiatives to coordinate their activities.

Article 3

RECIPROCAL REPRESENTATION

1. Without prejudice to the decision of the General Assembly in resolution 51/204 granting observer status to the International Tribunal, and subject to such decisions as may be taken concerning the attendance of meetings by observers, the United Nations shall, subject to the rules and practices of the bodies concerned, invite the International Tribunal to attend meetings and conferences convened under the auspices of the United Nations, where observers are allowed, and whenever matters of interest to the International Tribunal are under discussion.

2. Subject to the applicable provisions of the rules of the International Tribunal, the Secretary-General of the United Nations or representatives of the Secretary-General may attend public meetings of the International Tribunal or its Seabed Disputes Chamber, including oral hearings.

3. Subject to the rules of the International Tribunal, written statements submitted by the United Nations to the International Tribunal for distribution shall be distributed by the Registry to the members of the International Tribunal. Written statements presented by the International Tribunal to the United Nations for distribution shall be distributed by the Secretariat of the United Nations to all members of the appropriate organs of the United Nations in accordance with the relevant rules of procedure. Such written statements will be circulated in the quantities and languages in which they were made available to the Registry or the Secretariat.

Article 4

EXCHANGE OF INFORMATION AND DOCUMENTS

1. The United Nations and the International Tribunal shall, to the fullest extent possible and practicable, and subject to paragraphs 2 and 3 of this article, arrange for the regular exchange of information and documents of mutual interest. In particular:

- (a) The Secretary-General of the United Nations shall:
- (i) Periodically transmit to the International Tribunal information on developments relating to the Convention that are relevant to the work of the International Tribunal, including copies of communications received by the Secretary-General in the capacity of depositary of the Convention or depositary of any other agreement which confers jurisdiction on the International Tribunal;
 - (ii) Transmit to the International Tribunal copies of any documents notified to the Secretary-General or otherwise communicated to the United Nations by the International Court of Justice pursuant to its Statute and Rules of Court;
 - (iii) Subject to the applicable rules and regulations and the obligations of the United Nations under the relevant agreements, furnish to the International Tribunal information requested by it as relevant to a case before it.
- (b) The Registrar of the International Tribunal shall:
- (i) Periodically transmit to the United Nations information concerning developments under the Convention that are related to the activities of the International Tribunal;
 - (ii) Transmit to the United Nations information and documentation relating to the work of the International Tribunal, including documentation relating to pleadings, oral proceedings, orders, judgements and other communications and documentation, including those relating to applications submitted to the International Tribunal in accordance with articles 290 and 292 of the Convention;
 - (iii) Furnish to the United Nations, with the concurrence of the International Tribunal and subject to its Statute and Rules, any information relating to the work of the International Tribunal requested by the International Court of Justice.

2. Nothing in this Agreement shall be construed to require either the United Nations or the International Tribunal to furnish any information the provision of which would, in its judgement, constitute a violation of the confidentiality of such information or of rights in proprietary materials.

3. The United Nations and the International Tribunal shall make every effort to achieve maximum cooperation with a view to avoiding undesirable duplication in the collection, analysis, publication and dissemination of information related to matters of mutual interest. They will strive to combine, where appropriate, their efforts to secure the greatest possible usefulness and utilization of such information and to minimize the burdens placed upon the national Governments and other organizations from which such information may be collected.

Article 5

REPORTS TO THE UNITED NATIONS

1. The International Tribunal shall keep the United Nations informed of its activities that may require the attention of the United Nations. For this purpose, the International Tribunal may, when it deems it appropriate:

(a) Submit reports to the United Nations through the Secretary-General of the United Nations;

(b) Notify the Secretary-General of the United Nations whenever, in its opinion, a question within the competence of the Security Council, in particular relating to the application of article 298, paragraph 1 (c), of the Convention, arises in connection with the work of the International Tribunal.

Article 6

PERSONNEL ARRANGEMENTS

1. The United Nations and the International Tribunal agree to apply as far as practicable common personnel standards, methods and arrangements designed to avoid serious discrepancies in terms and conditions of employment, to avoid competition in recruitment of personnel and to facilitate any mutually desirable interchange of personnel in order to obtain the maximum benefit from their services.

2. The United Nations and the International Tribunal agree to cooperate to the fullest extent possible in achieving these ends and in particular they agree to:

(a) Periodically consult on matters of mutual interest relating to the employment of their officers and staff, including conditions of service, duration of appointments, classification, salary scale and allowances, retirement and pension rights and staff regulations and rules, with a view to securing as much uniformity in these matters as shall be found feasible;

(b) Cooperate in the interchange of personnel, when desirable, on a temporary or permanent basis, making due provision for the retention of seniority and pension rights;

(c) Strive for maximum cooperation in order to achieve the most efficient use of specialized personnel, systems and services;

(d) Cooperate in seeking an arrangement that will allow the extension of the competence of the United Nations Administrative Tribunal to the staff of the Registry of the International Tribunal.

Article 7

CONFERENCE SERVICES

1. Upon the request of the International Tribunal, the United Nations may, subject to availability, provide to the International Tribunal, on a reimbursable basis, such facilities and services as may be required for the sessions of the International Tribunal, including translation and interpretation services, documentation and conference services.

2. The terms and conditions on which any facilities or services of the United Nations in connection with the matters referred to in this article may be extended to the International Tribunal shall, where necessary, be the subject of supplementary arrangements concluded for this purpose.

Article 8

ADMINISTRATIVE COOPERATION

The United Nations and the International Tribunal recognize the desirability of cooperation in administrative matters of mutual interest. They shall consult, from time to time, concerning the most efficient use of facilities, staff and services with a view to avoiding the establishment and operation of overlapping facilities and services. They shall also consult to explore the possibility of continuing or establishing common facilities or services in specific areas.

Article 9

LAISSEZ-PASSER

Members of the International Tribunal, the Registrar and other officials of the Registry shall be entitled, in accordance with such special arrangements as may be concluded between the Secretary-General of the United Nations and the International Tribunal, to use the laissez-passer of the United Nations as a valid travel document where such use is recognized by States Parties to the Agreement on the Privileges and Immunities of the International Tribunal for the Law of the Sea or other agreements defining the privileges and immunities of the International Tribunal, its members and officials. The above is without prejudice to the right of the International Tribunal to issue its own travel documents.

Article 10

BUDGETARY AND FINANCIAL MATTERS

1. The International Tribunal recognizes the desirability of establishing close budgetary and financial relationships with the United Nations so that the maximum measure of coordination and uniformity with respect to administrative operations may be secured.

2. The United Nations and the International Tribunal agree to cooperate to the fullest extent possible in achieving these ends.

3. The International Tribunal agrees to conform, as far as may be practicable and appropriate, to standard practices and forms recommended by the United Nations.

4. The Registrar of the International Tribunal may consult with the Secretary-General of the United Nations with a view to achieving consistency in the presentation of the budget of the International Tribunal with that of the United Nations.

5. The United Nations may, upon request of the International Tribunal, provide advice on financial and fiscal questions of interest to the International Tribunal with a view to achieving coordination and the securing of uniformity in such matters.

Article 11

FINANCING OF SERVICES

The costs and expenses resulting from the cooperation or the provision of services pursuant to this Agreement shall be subject to separate arrangements be-

tween the United Nations and the International Tribunal. To that end, the United Nations and the International Tribunal shall consult each other with a view to determining the most equitable manner in which such costs and expenses shall be borne.

Article 12

IMPLEMENTATION OF THE AGREEMENT

The Secretary-General of the United Nations and the Registrar of the International Tribunal may enter into such supplementary arrangements for the implementation of this Agreement as may be found desirable in the light of the operating experience of the United Nations and the International Tribunal.

Article 13

AMENDMENTS

This Agreement may be amended by agreement between the United Nations and the International Tribunal. Any such amendment agreed upon shall enter into force on its approval by the General Assembly of the United Nations and by the International Tribunal.

Article 14

ENTRY INTO FORCE

1. This Agreement shall come into force on its approval by the General Assembly of the United Nations and by the International Tribunal.

2. Pending such approval this Agreement shall be applied provisionally from the date of its signature by the Secretary-General of the United Nations and the President of the International Tribunal.

IN WITNESS THEREOF the undersigned have signed the present agreement.

SIGNED this 18th day of December 1997 at United Nations Headquarters in New York in two originals in the English language.

FOR THE UNITED NATIONS:
(Signed) Kofi A. ANNAN
Secretary-General

FOR THE INTERNATIONAL
TRIBUNAL FOR THE LAW
OF THE SEA:
(Signed) Thomas A. MENSAH
President

- (j) Memorandum of Understanding with exchange of letters between the United Nations and the Government of Italy regarding the use by the United Nations of premises on military installations in Italy for the support of peacekeeping, humanitarian and related operations. Signed at Rome on 23 November 1994¹²

Article I

DEFINITIONS

For the purposes of this Memorandum of Understanding the following definitions shall apply:

(a) The expression "Government" means the Government of the Republic of Italy;

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

(c) The expression "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which the Republic of Italy became a party on 3 February 1958;

(d) The expression "Secretary-General" means the Secretary-General of the United Nations;

(e) The expression "appropriate Italian authorities" means such national or local authorities, including military ones, in the Republic of Italy as may be appropriate in the context and in accordance with the laws and customs applicable in the Republic of Italy;

(f) The expression "Military Installation" means any land, buildings, related utilities, facilities, appurtenances or parts thereof, located in the Republic of Italy within defined and clearly identifiable boundaries, coming under the jurisdiction of appropriate Italian authorities;

(g) The expression "Exclusive Use Premises" means any land, buildings, related utilities, facilities, appurtenances or parts thereof, of Military Installations which the appropriate Italian authorities make available to the United Nations for its exclusive use;

(h) The expression "Non-Exclusive Use Premises" means any land, buildings, related utilities, facilities, appurtenances or parts thereof, of Military Installations which the appropriate Italian authorities make available to the United Nations for its non-exclusive use incident to the United Nations use of Exclusive Use Premises;

(i) The term "Premises" means Exclusive Use Premises and Non-Exclusive Use Premises;

(j) The expression "contributing State" means a State Member of the United Nations contributing property, funds and assets to the United Nations for its use in peacekeeping, humanitarian and related operations;

(k) The expression "members assigned to Premises" means, regardless of their nationality, the official of the United Nations assigned to head the activities of the United Nations on Exclusive Use Premises and Non-Exclusive Use Prem-

ises and other officials of the United Nations assigned to such Premises, including locally recruited staff who are not assigned to hourly rates;

(l) The expression "experts on mission" means persons, other than United Nations officials coming within the scope of article VI of the Convention, performing missions for the United Nations;

(m) The expression "Parties" means the Government and the United Nations.

Article II

PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING

1. The purpose of this Memorandum of Understanding is to set forth the basic terms and conditions under which the Government shall place Exclusive Use Premises and Non-Exclusive Use Premises at the disposal of the United Nations for its use in providing support to peacekeeping, humanitarian and related operations, and under which the United Nations shall use such Premises.

2. Any additional terms and conditions applicable to Exclusive Use Premises, as well as any additional terms and conditions applicable to the use by the United Nations of Non-Exclusive Use Premises, shall be set forth in Implementation Agreements (hereinafter "the Implementation Agreement") to be entered into by the Parties in accordance with article IV hereof.

Article III

APPLICATION OF THE CONVENTION

The United Nations, its property, funds and assets, wherever located and by whomsoever held, including equipment and materials leased, chartered or otherwise made available to the United Nations for its peacekeeping, humanitarian and related operations, as well as members assigned to Premises and experts on mission, shall enjoy the privileges, immunities, exemptions and facilities provided for in the Convention.

Article IV

IMPLEMENTATION AGREEMENT

When the appropriate Italian authorities make available Premises to the United Nations, without charge unless otherwise agreed in writing, the Parties shall conclude the Implementation Agreement. The Implementation Agreement shall provide that the provisions of this Memorandum of Understanding are applicable thereto and shall set forth therein a description of the Premises, including, if applicable, a site plan.

Article V

EXCLUSIVE USE PREMISES

1. Exclusive Use Premises shall be for the exclusive use of the United Nations and shall be clearly defined and physically delimited as such on the ground.
2. Exclusive Use Premises shall not be used in any manner incompatible with the purpose of this Memorandum of Understanding.
3. The United Nations shall be responsible for the normal maintenance and upkeep of Exclusive Use Premises. The appropriate Italian authorities shall be responsible for major repairs of a non-recurring nature related to damage resulting from force majeure or structural defects. The United Nations shall be responsible for the repair of damage directly attributable to its negligent use of Exclusive Use Premises. Whether the damage is due to the United Nations negligent use of Exclusive Use Premises shall be the subject of consultations between the Parties.
4. Upon the request of one of the Parties, the United Nations and the appropriate Italian authorities shall review the adequacy of Exclusive Use Premises. The Parties agree that any major modification, major remodelling or construction on Exclusive Use Premises shall be previously authorized in writing by the appropriate Italian authorities and shall be carried out in accordance with the procedures and terms to be set forth in the Implementation Agreement. The Parties further agree that minor modification and minor remodelling on Exclusive Use Premises shall also be carried out in accordance with the procedures and terms to be set forth in said Implementation Agreement.
5. The United Nations shall pay the expenses for any modification, remodelling or construction on Exclusive Use Premises.
6. Any modification, all remodelling and construction on Exclusive Use Premises shall be carried out in accordance with the pertinent Italian laws and regulations applicable to Military Installations.

Article VI

RESPONSIBILITY AND INSURANCE

1. It is the understanding of the Parties that the Republic of Italy shall not, by reason of United Nations activities under the present Memorandum of Understanding on its territory, incur any international legal responsibility for acts or omissions of the United Nations or members assigned to Premises acting or failing to act within the limits of their official functions.
2. The United Nations shall secure adequate insurance to cover responsibility towards third parties in relation to its official activities with regard to Exclusive Use Premises made available to the United Nations by the Government, without prejudice to the applicable provisions of the Convention.
3. In the event United Nations official activities in the Republic of Italy, other than with regard to Exclusive Use Premises, give rise to allegations of responsibility to third parties, the United Nations shall, if necessary, make provision for an appropriate mode of settlement with said third parties in accordance with the provisions of article VIII, section 29, of the Convention. Nothing in the present Memorandum of Understanding shall be understood as preventing the

United Nations from meeting this responsibility by way of commercial insurance or self-insurance.

4. The commercial insurance or self-insurance referred to in the above provision shall be in addition to the policies of insurance normally maintained by the United Nations with regard to its vehicles. The United Nations also requires that insurance be maintained on aircraft that it charters.

5. United Nations vehicles shall carry third-party insurance. The foregoing provision of this paragraph shall not apply to United Nations vehicles which are stored on Exclusive Use Premises. In the event, however, that stored vehicles are operated in the Republic of Italy outside of Exclusive Use Premises, they shall also carry third-party insurance.

Article VII

ACCIDENT OR INCIDENT INVESTIGATIONS

1. All accidents or other incidents that occur on Exclusive Use Premises shall be investigated by the United Nations.

2. Accidents or other incidents that occur on a Military Installation, except those occurring on Exclusive Use Premises, involving personal injury/death or property damage/loss in which members assigned to Premises or property of the United Nations are involved, shall be jointly investigated by the Parties in accordance with terms and conditions to be set forth in a specific Implementation Agreement. Any such investigation shall be without prejudice to the Convention, the present Memorandum of Understanding and the competence of the Italian Judicial Authority.

Article VIII

GOODS, SERVICES AND FACILITIES ON MILITARY INSTALLATIONS

1. The Parties acknowledge and agree that the United Nations shall not be required to make payment towards, reimburse or otherwise share in the Government's normal costs in providing any services, facilities, equipment, personnel or other requirements in efficiently maintaining and operating a Military Installation on which Premises are located. However, the United Nations shall, in accordance with terms and conditions to be set forth in the Implementation Agreement, reimburse the Government for costs it may incur in excess of the Government's normal costs, as described in the preceding provision, which are directly attributable to the United Nations use of Premises.

2. Without prejudice to the provisions of paragraph 1 above, the Government agrees that the United Nations shall be permitted, but not obligated, to purchase from the Government such goods, services and facilities as may be available on a Military Installation in accordance with terms and conditions to be set out in the Implementation Agreement. In that eventuality, the Government further agrees that the costs chargeable to the United Nations for any such purchase shall be based on the actual costs incurred by the Government for the goods, services and facilities supplied.

3. Furthermore, the Government agrees that members assigned to Premises shall be permitted to purchase from the Government such goods, services and

facilities as are normally available on a Military Installation to Italian military personnel. The costs chargeable to members assigned to Premises shall be based on the actual costs incurred by the Government for the goods, services and facilities supplied.

Article IX

EXEMPTION FROM TAXATION, DUTIES, PROHIBITIONS AND RESTRICTIONS

1. The United Nations, its property, funds and assets, wherever located and by whomsoever held, shall, within the limits of its official activities, be exempt from all direct taxation levied by the State and the regions, provinces and municipalities of the Republic of Italy.

2. In order to achieve its purposes under the present Memorandum of Understanding, the United Nations shall enjoy, in respect of indirect taxation for purchases, services and transactions within the scope of its official functions, the same exemptions and facilities as enjoyed by the Government itself.

3. With respect to value-added tax (IVA), the United Nations shall be exempt from paying such tax on important purchases of goods and services and on goods imported for official use. For the purposes of the present Memorandum of Understanding, the expression "important purchases" shall mean purchases of goods or services of a value exceeding 100,000 Italian lire or such higher values as may be fixed as a general rule by the appropriate Italian authorities. These requirements, however, shall not affect the general principles laid down in this paragraph.

4. With regard to its use of Premises located on a Military Installation, the United Nations shall be exempt from consumer tax and related surcharges on electricity, methane gas and any type of fuel consumed for official use. In addition, no such taxes or related surcharges shall be levied on charges for public general services provided to the United Nations pursuant to article XII below.

5. The exemptions and facilities stipulated in this article shall not apply to charges for public general services rendered to the United Nations, it being understood that such charges shall be at the rates duly established by the appropriate Italian authorities and that these charges shall be specifically identified and itemized.

6. The United Nations, in accordance with section 7 (b), article II, of the Convention, shall be exempt from customs duties and from all other taxes, prohibitions and restrictions on goods, articles and materials of any kind imported or exported by the United Nations for its official use and activities.

7. Goods imported exempt from duties and taxes under the terms of this Memorandum of Understanding shall not be sold or given away to a third party unless the prior agreement of the appropriate Italian authorities has been obtained and the applicable duties and taxes paid by the third party. Where such duties and taxes are calculated on the basis of the value of the goods, the value at the time of disposal and the rates in force at that time shall apply.

8. The United Nations shall be exempt from customs duties (*dazi*), vehicle ownership tax and any other duties, as well as from all prohibitions and restrictions in respect of the import of motor vehicles, including spare parts therefor, re-

quired for official use. The United Nations may dispose freely of such vehicles three years after their importation, without any prohibition, restriction, customs duties or other levies. Notwithstanding the preceding provision, such vehicles may be disposed of at an earlier date, subject to the mutual agreement of the Parties. Such vehicles shall be registered and licensed in accordance with applicable Italian laws and regulations. The Government shall provide such special licence plates for United Nations vehicles as may be appropriate under Italian laws and regulations.

9. Fuel and lubricants for vehicles may, for United Nations official use and activities, be imported, exported or locally purchased free of customs duties, and all taxes, prohibitions and restrictions.

Article X

UNITED NATIONS FLAG AND MARKINGS

1. The Government shall recognize the right of the United Nations to display the United Nations flag and/or emblem on Exclusive Use Premises, buildings located thereon, and on its vehicles, vessels and aircraft.

2. Vehicles, vessels and aircraft of the United Nations shall carry a distinctive United Nations identification which shall be notified to the appropriate Italian authorities.

Article XI

INVIOIABILITY OF EXCLUSIVE USE PREMISES

Without prejudice to the fact that the Military Installation on which Exclusive Use Premises are located remains under the authority of the appropriate Italian authorities and Government territory, Exclusive Use Premises shall be inviolable and subject to the exclusive control and authority of the United Nations. No officer of the Republic of Italy, or other person exercising any public authority within the Republic of Italy, shall enter Exclusive Use Premises to perform any duties therein except with the consent of, and under conditions approved by, the United Nations. The United Nations consent to such entry shall be presumed in the event of fire or other analogous emergency requiring urgent action. Any person who has entered Exclusive Use Premises with the presumed consent of the United Nations shall, if so requested by the United Nations, leave Exclusive Use Premises immediately. Without prejudice to the provisions of the Convention or this Memorandum of Understanding, the United Nations shall prevent Exclusive Use Premises from being used as a refuge by persons who are required by the Italian Judicial Authority for arrest.

Article XII

PUBLIC GENERAL SERVICES AND FACILITIES

1. The appropriate Italian authorities shall undertake to assist the United Nations as far as possible in obtaining and making available, without limitation by reason of this enumeration, electricity, water, sewerage, gas, post, drainage, collection of refuse, fire protection and other facilities at the most favourable rate,

and in the case of interruption or threatened interruption of service, to give as far as is within its powers the same priority to the needs of the United Nations as to essential Government services. Payment for such public general services and facilities shall be made by the United Nations on terms to be agreed with appropriate Italian authorities.

2. The United Nations shall be responsible for making suitable arrangements for the provision of public general services and facilities to Exclusive Use Premises on a Military Installation and shall, upon request, make arrangements for duly authorized persons representing the appropriate public general service bodies to install, inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within Exclusive Use Premises under conditions which shall not unreasonably disturb the carrying out of the functions of the United Nations.

Article XIII

COMMUNICATIONS FACILITIES

1. The United Nations shall enjoy the facilities in respect of communications provided in article III of the Convention and shall, in coordination with appropriate Italian authorities, use such facilities as may be required for the performance of its task. Issues with respect to communications which may arise which are not specifically provided for in the present Memorandum of Understanding shall be dealt with pursuant to the relevant provisions of the Convention.

2. Subject to the provisions of paragraph 1 above:

(a) The United Nations shall have authority to install and operate within Exclusive Use Premises radio sending and receiving stations inclusive of satellite systems to connect the United Nations offices within the territory of the Republic of Italy, and with United Nations offices in other countries, and to exchange traffic with the United Nations global telecommunications network. The telecommunications services shall be operated in accordance with the International Telecommunication Convention and Regulations and the frequencies on which any such station may be operated shall be decided upon in cooperation with the Government and shall be communicated by the United Nations to the International Frequency Registration Board.

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

Article XIV

FINANCIAL FACILITIES

1. Without being restricted by financial controls, regulations or moratoriums of any kind, for official purposes the United Nations:

(a) May hold funds or currency of any kind and operate accounts in any currency;

(b) Shall be free to transfer its funds or currency from the Republic of Italy to another country or within the Republic of Italy and to convert any currency held by it into any other currency.

2. In exercising its rights under the above provision, the United Nations shall pay due regard to any representations made by the Government insofar as it is considered that effect can be given to such representations without detriment to the United Nations interests.

Article XV

SECURITY

1. The external perimeter security and policing of, as well as access to, Military Installations on which Exclusive Use Premises are located shall be the responsibility of the appropriate Italian authorities. Except for Exclusive Use Premises, the internal security of such Military Installations shall be the responsibility of the appropriate Italian authorities. The internal security of Exclusive Use Premises shall be the responsibility of the United Nations. Specific provisions concerning the security responsibilities of the Parties shall be set forth in the Implementation Agreement.

2. The appropriate Italian authorities shall exercise due diligence to ensure that the security and tranquillity of Exclusive Use Premises are not impaired by any person or group attempting unauthorized entry into, or creating a disturbance in the immediate vicinity of, Exclusive Use Premises. The appropriate Italian authorities shall provide outside Military Installations on which Exclusive Use Premises are located, and in the vicinity of Exclusive Use Premises, such police protection as is required for these purposes.

3. If so requested by the official of the United Nations assigned to head the activities of the United Nations on Exclusive Use Premises, the appropriate Italian authorities shall provide necessary assistance for the preservation of law and order on Exclusive Use Premises and for the removal therefrom of persons as requested by the official of the United Nations referred to in this paragraph.

4. The United Nations shall consult with the appropriate Italian authorities as to methods to ensure the security of Exclusive Use Premises, including, if necessary, the establishment or improvement of a perimeter security system.

5. Nothing in this Memorandum of Understanding shall preclude the United Nations, at its own expense and with no cost to the Government, from establishing a United Nations internal security system under its control to ensure the security of Exclusive Use Premises.

Article XVI

TRAVEL AND TRANSPORT

1. The United Nations shall enjoy, together with vehicles, vessels, aircraft and equipment either owned, leased, chartered or otherwise made available to the United Nations, freedom of movement throughout the Republic of Italy. That freedom shall, with respect to dangerous cargo, oversized vehicles and large movements of stores or vehicles through airports or on railways or roads used for general traffic within the Republic of Italy, be coordinated with the Government. The Government undertakes to supply the United Nations, where necessary, with maps and other information which may be useful in facilitating its movements.

2. The United Nations shall be entitled, for its official purposes, to use the Government railway and other public transport facilities at tariffs which shall not exceed the passenger fares or freight rates generally accorded to Italian governmental administrations.

3. The United Nations may use roads, bridges, canals and other waters, port facilities and airfields without the payment of taxes, dues, tolls or charges, including wharfage charges, landing fees, en route charges and air corridor fees. However, the United Nations will not claim exemption from charges which are in fact public utility charges for services rendered subject to their being applied at the rates duly established by the appropriate Italian authorities, provided that such charges shall be specifically identified and itemized.

4. Incident to the United Nations use of Exclusive Use Premises, aircraft of the United Nations, including civilian aircraft chartered or leased by the United Nations, and military aircraft of a contributing State providing services to the United Nations, may, upon advance notice and subject to applicable rules and standards of the International Civil Aviation Organization, take off, fly over and land on the territory of the Republic of Italy. Such aircraft may use the airport facilities of a Military Installation subject to the provisions of this Memorandum of Understanding and the terms and conditions set forth in the Implementation Agreement.

5. Vessels utilizing Italian harbours to exclusively transport personnel and materials pursuant to the United Nations use of Exclusive Use Premises may pass through the territorial waters of the Republic of Italy and utilize the regular harbour services subject to agreed conditions and with payment of the most favourable charges for required services. The Government agrees that such vessels shall be exempt from any taxes or anchorage surcharge upon receipt of a certified statement from the United Nations certifying that the sole purpose for such vessels utilizing Italian harbours is pursuant to United Nations use of Exclusive Use Premises.

6. The Government shall not collect any passenger tax from the persons travelling for official United Nations purposes on the aircraft and vessels referred to in paragraphs 4 and 5.

Article XVII

PRIVILEGES AND IMMUNITIES

1. Members assigned to Premises shall be accorded the privileges and immunities set forth under articles V and VII of the Convention. In particular they shall:

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. This immunity from legal process shall continue to be accorded after the persons concerned are no longer officials of the United Nations;

(b) Be exempt from taxation on the salaries and emoluments paid to them by the United Nations and from having such exempt income taken into account for the purpose of assessing the amount of taxation on other income;

(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. On request from the United Nations, the spouses and immediate relatives dependent on members assigned to Premises, who are resident in the Republic of Italy, shall be accorded the opportunity to take up employment in the Republic of Italy;

(e) Be accorded the same privileges in respect of exchange facilities as are accorded to the officials of comparable ranks forming part of the 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 and effects, including one vehicle within 12 months of first taking up their assignments in the Republic of Italy, in one or two shipments. Thereafter, they shall be entitled to import duty-free necessary replacements for such items. However, with respect to vehicles imported duty-free, such vehicles may be replaced only after a period of three years following the date of the preceding importation. Vehicles imported by members assigned to Premises shall be registered in a special series.

2. In addition to the privileges and immunities set forth under paragraph 1 above, the official of the United Nations assigned to head the activities of the United Nations on the Premises shall be accorded, in respect of himself, his spouse and minor children, the privileges, immunities, exemptions and facilities accorded by the Government to members of comparable rank of the diplomatic corps in the Republic of Italy.

Article XVIII

EXPERTS ON MISSION

Experts on mission shall be accorded the privileges, immunities and facilities set forth in articles VI and VII of the Convention.

Article XIX

RESPECT FOR LOCAL LAWS AND REGULATIONS AND 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 prevent the occurrence of any abuse in connection with the privileges, immunities, exemptions and facilities accorded under this Memorandum of Understanding.

Article XX

ENTRY, RESIDENCE AND DEPARTURE

1. The United Nations official assigned to head the activities of the United Nations on Exclusive Use Premises and members assigned to Premises, as well as their spouses and relatives dependent on them, shall have the right to enter into, reside in and depart from the Republic of Italy during the period of their assignment to Premises.

2. The Government undertakes to facilitate the entry into and departure from the Republic of Italy of members assigned to Premises. They shall also be exempt from any regulations governing the residence of aliens in the Republic of Italy, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the Republic of Italy. Visas and entry/exit permits, when required, shall, for the persons referred to in paragraph 1 above, be granted without charge and as promptly as possible.

Article XXI

IDENTIFICATION

1. The United Nations shall issue all members assigned to Premises an identification card showing full name, title, United Nations index number and photograph.

2. Members assigned to Premises shall be required to present, but not to surrender, their United Nations identity cards upon request by appropriate Italian authorities.

3. The United Nations shall inform the Government whenever a member assigned to Premises takes up or completes his assignment. It shall, at least once every year, send the Government a list of all members assigned to Premises and their family members forming part of their households.

Article XXII

PERMITS AND LICENCES

The Government agrees to accept as valid, without tax or fee, a permit or licence issued by the United Nations for the operation of any transport or communications equipment and for the practice of any profession or occupation in connection with the United Nations use of Premises, provided that no licence to drive a vehicle or pilot an aircraft or vessel shall be issued to any person who is not already in possession of an appropriate and valid licence.

Article XXIII

SOCIAL SECURITY

1. Members assigned to Premises are subject to the United Nations Staff Regulations and Rules including article VI thereof, which sets forth provisions concerning participation in the United Nations Joint Staff Pension Fund, health protection, sick leave and maternity leave, and a workers' compensation scheme in the event of illness, accident or death attributable to the performance of official duties on behalf of the United Nations. Accordingly, the Parties agree that the United Nations and members assigned to Premises, irrespective of nationality, shall be exempt from all compulsory contributions to the social security organizations of the Republic of Italy deriving from the employment relationship between said members assigned to Premises and the United Nations.

2. The United Nations agrees that members assigned to Premises, irrespective of nationality, shall, under conditions established by the Secretary-General, be required to participate in a medical insurance scheme established by the United Nations. Family members and dependants recognized under the applicable provisions of the United Nations Staff Regulations and Rules are eligible to be covered under the aforementioned medical scheme.

Article XXIV

SETTLEMENT OF DISPUTES

Any dispute between the Government and the United Nations relating to the interpretation and implementation of the present Memorandum of Understanding 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 days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article XXV

FINAL PROVISIONS

1. The Government shall cooperate with the United Nations at all times with a view to assisting the United Nations in the fulfilment of its purposes and the discharge of its functions under the present Memorandum of Understanding. All official contacts with the Government shall be conducted by the United Nations through the Ministry of Foreign Affairs or such other Ministry as may be agreed.

2. Consultations with respect to amendments to this Memorandum of Understanding shall be entered into at the request of either the United Nations or the Government and such amendments shall be made by mutual consent. Amendments shall be in writing.

3. The present Memorandum of Understanding may be terminated by either the United Nations or the Government providing thirty-six months' prior notice in writing.

4. The present Memorandum of Understanding shall be without prejudice to the privileges and immunities of the United Nations as set forth in the Convention.

5. The present Memorandum of Understanding shall be subject to ratification by the Parliament of the Republic of Italy, and shall come into force upon receipt by the United Nations of the notification from the Government of the completion of the required formalities.

IN WITNESS WHEREOF the undersigned, duly authorized representatives of the United Nations and the Government of the Republic of Italy have, on behalf of the Parties, signed the present Memorandum of Understanding.

DONE at Rome this 23rd day of November 1994.

FOR THE UNITED NATIONS:
(Signed) Boutros BOUTROS-GHALI
Secretary-General

FOR THE REPUBLIC OF ITALY:
(Signed) Cesare PREVITI
Minister of Defence

I

LETTER FROM THE GOVERNMENT OF ITALY

23 November 1994

Dear Mr. Secretary-General,

On the occasion of the signing of the Memorandum of Understanding between the Republic of Italy and the United Nations regarding the Use by the United Nations of Premises on Military Installations in Italy for the Support of Peacekeeping, Humanitarian and Related Operations, I would like to refer to the discussions held between the representatives of my Government and the representatives of the United Nations concerning the interpretation and implementation of certain provisions of the Memorandum of Understanding.

I have the honour to confirm on behalf of the Government of the Republic of Italy the following understandings:

It is the understanding of the Parties that in order to give practical and full effect to the provisions of article IX, paragraph 6, and with due respect to the entitlements of the United Nations under article II, section 7 (b), of the Convention, that goods, articles and materials imported or exported by the United Nations for its official use and activities are exempt from customs duties, all other taxes, prohibitions or restrictions, it will suffice for the United Nations to provide the appropriate Italian authorities with a written declaration that the goods, articles and materials being imported or exported are required for official United Nations purposes and activities. Such written declaration shall include a list of the goods, articles and materials. Moreover, it is the further understanding of the Parties that goods, articles and materials imported or exported by the United Nations shall constitute property of the United Nations within the meaning of the Convention and, as such, may be freely refurbished, repaired, repackaged, reconfigured or otherwise utilized without prohibition or restriction on the part of appropriate Italian authorities.

It is the understanding of the Parties that, with regard to the provisions of article IX, paragraph 6, concerning the importation of goods, articles and materials by the United Nations for its official use and activities, the appropriate Italian authorities may exercise reasonable procedures and, if necessary, take appropriate practical steps with regard to health and plant-health matters, it being understood that such practical steps shall not have the effect of depriving the United Nations of its entitlements under article II, section 7 (b), of the Convention, or in any way diminishing the extent thereof. Furthermore, if either of the Parties is of the view that implementation of the foregoing provision is a matter of concern, the Parties shall consult in order to resolve the matter expeditiously.

It is the understanding of the Parties that, in implementing the provisions of article IX, paragraph 8, in respect of the importation by the United Nations of vehicles for official use that are to be utilized for the day-to-day operational needs of Premises, the United Nations shall notify the appropriate Italian authorities of its requirements. Should there be a concern on the part of either of the Parties regarding implementation of the foregoing provision, the Parties shall consult one another with a view to resolving the matter expeditiously. The Parties recognize and agree that the understanding referred to herein shall not apply to vehicles imported by the United Nations into the Republic of Italy which it intends to export therefrom for official use in a United Nations peacekeeping, humanitarian or related operation.

It is the understanding of the Parties that, with regard to the immunity from national service obligations provided for in article XVII, paragraph 1 (c), such immunity shall, with regard to locally recruited members assigned to Premises who are Italian nationals, be confined to members whose names have, by reason of their duties, been placed on a list compiled by the Secretary-General and approved by the Government; provided further that should such members assigned to Premises, other than those listed, who are Italian nationals, be called up for national service, the Government shall, upon request of the Secretary-General, grant such temporary deferments in the call-up of such members as may be necessary to avoid interruption of essential work.

It is the understanding of the Parties that the provisions of article XVII, paragraph 1 (e), (f), and (g), shall not be applicable to locally recruited members assigned to Premises who have Italian nationality or permanent resident status in the Republic of Italy.

It is the understanding of the Parties that, with regard to the provisions of article XXIII, paragraph 1, the Regulations of the United Nations Joint Staff Pension Fund provide for, inter alia, retirement, disability and survivors' benefits.

It is the understanding of the Parties that, with regard to the provisions of article XXIII, paragraph 2, the medical insurance scheme to be established by the United Nations shall provide similar protection to its subscribers as is provided to the subscribers of the medical insurance scheme established by specialized agencies of the United Nations and related organizations having headquarters in the Republic of Italy.

In addition to the aforesaid understandings of the Parties, the Government of the Republic of Italy should like to take this opportunity to advise the United Nations of its views as follows:

In the context of the provisions of article XXIII, other than salaries and emoluments received from the United Nations, all other income of members assigned to Premises who are Italian nationals or permanent residents which is included in the yearly income tax return (IRPEF) is subject to the mandatory contributions for social security and health insurance provided for under Italian law.

With further regard to the provisions of article XXIII, it is the position of the Government of the Republic of Italy that medical services provided by the Italian National Health Service to members assigned to Premises who are Italian nationals or permanent residents shall be reimbursed by the insurance company chosen by the United Nations or by the person concerned directly to the Italian health structure providing the services, within the limits of the insurance policy. Medical services exceeding such limits shall be the responsibility of the Italian National Health Service according to the health insurance level provided for by the Service to Italian nationals or permanent residents who have residence in the Republic of Italy.

(Signed) Cesare PREVITI
Minister of Defence

II

LETTER FROM THE UNITED NATIONS

23 November 1994

Sir,

I have the honour to acknowledge receipt of Your Excellency's letter of 23 November 1994 in which you confirm your Government's understandings concerning the interpretation of certain provisions of the Memorandum of Understanding between the Government of the Republic of Italy and the United Nations regarding the Use by the United Nations of Premises on Military Installations in Italy for the Support of Peacekeeping, Humanitarian and Related Operations.

I wish to confirm, on behalf of the United Nations, that the understandings reflected in the above-mentioned letter fully correspond to the views of the United Nations on the subject.

(Signed) Boutros BOUTROS-GHALI
Secretary-General

- (k) Special Agreement between the United Nations and the International Tribunal for the Law of the Sea extending the jurisdiction of the United Nations Administrative Tribunal to the International Tribunal for the Law of the Sea with respect to applications by staff members of the International Tribunal for the Law of the Sea alleging non-observance of the Regulations of the United Nations Joint Staff Pension Fund. Signed at Hamburg on 18 February 1998¹³

WHEREAS, in accordance with article 3 of the Regulations of the United Nations Joint Staff Pension Fund (hereinafter referred to as “the Pension Fund”), the General Assembly of the United Nations, upon the recommendation of the United Nations Joint Staff Pension Board, and after acceptance by the International Tribunal for the Law of the Sea (hereinafter referred to as “the International Tribunal”) of the Regulations of the Pension Fund and agreement reached with the Board as to the conditions governing the admission of the International Tribunal to membership in the Pension Fund, by its resolution 51/217 of 18 December 1996 decided to admit the International Tribunal to membership in the Pension Fund, as from 1 January 1997;

WHEREAS, by its resolution 678 (VII) of 21 December 1952, the General Assembly of the United Nations recommended that the specialized agencies which are member organizations of the Pension Fund accept the jurisdiction of the United Nations Administrative Tribunal (hereinafter referred to as “the Administrative Tribunal”) in matters involving applications alleging non-observance of the Regulations of the Pension Fund;

WHEREAS, it is desirable that other member organizations of the Pension Fund also accept the jurisdiction of the Administrative Tribunal in such matters;

WHEREAS, the States Parties to the United Nations Convention on the Law of the Sea, by a decision taken at their Fourth Meeting held from 4 to 8 March 1996, authorized the acceptance by the International Tribunal of the jurisdiction of the Administrative Tribunal in the matters referred to above, and thereafter the International Tribunal endorsed this decision;

WHEREAS, the United Nations Joint Staff Pension Board, at its session held in April 1953, recorded its understanding that for matters involving the Regulations of the Pension Fund, full faith, credit and respect shall be given to the proceedings, decisions and jurisprudence of the Administrative Tribunal, if any, of the agency concerned relating to the staff regulations of that agency, as well as to the established procedures for the interpretation of such staff regulations;

Now, therefore, it is agreed as follows:

Article I

1. The Administrative Tribunal shall be competent to hear and pass judgment, in accordance with the applicable provisions of its Statute and its Rules, upon applications alleging non-observance of the Regulations of the Pension Fund presented by:

(a) Any staff member of the International Tribunal, eligible under article 21 of the Regulations to become a participant in the Fund, even after his or her employment has ceased, and any person who has succeeded to such staff member's rights on his or her death;

(b) Any other person who can show that he or she is entitled to rights under the Regulations of the Pension Fund by virtue of the participation in the Fund of a staff member of the International Tribunal.

2. In the event of a dispute as to whether the Administrative Tribunal has competence, the matter shall be settled by the decision of that Tribunal.

Article II

The judgements of the Administrative Tribunal shall be final and without appeal and the International Tribunal agrees, insofar as it is affected by any such judgement, to give full effect to its terms.

Article III

1. The administrative arrangements necessary for the functioning of the Administrative Tribunal with respect to cases arising under this Agreement shall be made by the Secretary-General of the United Nations in consultation with the Registrar of the International Tribunal.

2. The additional expenses which may be incurred by the United Nations in connection with the proceedings of the Administrative Tribunal relating to cases arising under this Agreement shall be borne by the Pension Fund. These additional expenses shall include:

(a) Any travel and subsistence expenses of the members of the Administrative Tribunal and its staff when such expenses are specially required for dealing with cases under this Agreement and are in excess of those required by that Tribunal for dealing with cases relating to staff members of the United Nations;

(b) Any wages of temporary staff, cables, telephone communications and other "out of pocket" expenses when such expenses are specially required for dealing with cases under this Agreement.

Article IV

This Agreement, of which the English and French texts are equally authentic, has been duly signed in duplicate in each of these languages, at the sites and on the dates appearing under the respective signatures, and shall enter into force as from 1 January 1997.

FOR THE INTERNATIONAL
TRIBUNAL FOR THE
LAW OF THE SEA:
(Signed) G. E. CHITTY
Dated 18 February 1998
At Hamburg

FOR THE UNITED NATIONS:
(Signed) Joseph E. CONNOR
Dated 25 February 1998
At New York

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

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES.¹⁴ APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947

In 1997, the following States acceded to the Convention or, if already parties, undertook by a subsequent notification to apply the provisions of the Convention, in respect of the specialized agencies indicated below:

<i>State</i>	<i>Date of receipt of instrument of accession or notification</i>	<i>Specialized agencies</i>
Lithuania	10 February 1997	IMO (revised text of annex XII), IFC, IDA, WIPO, IFAD, UNIDO
Uzbekistan	18 February 1997	ILO, ICAO, UNESCO, IMF, IBRD, WHO (third revised text of annex VII), UPU, ITU, WMO, IFC, IDA, WIPO, UNIDO

As of 31 December 1997, 105 States were parties to the Convention.¹⁵

2. INTERNATIONAL LABOUR ORGANIZATION

(a) Agreement between the International Labour Organization and the Government of the Federal Democratic Republic of Ethiopia concerning the office of the Organization in Addis Ababa.¹⁶ Signed at Addis Ababa on 8 September 1997¹⁷

“ . . .

Article 2

STATUS

The Office shall possess juridical personality. It shall have the capacity:

1. To contract;
2. To acquire and dispose of movable property; and
3. To institute legal proceedings.

Article 3

INVIOLABILITY OF THE PREMISES

1. The premises of the Office shall be inviolable.
2. The competent authorities of Ethiopia shall exercise due diligence to ensure that the tranquillity of the Office is not disturbed.

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

Article 4

FACILITIES AND PUBLIC SERVICES

1. The Government will afford every assistance in its power to enable the Office to secure, at its own expense, the necessary facilities for its proper functioning.

2. The Government will exercise due diligence to ensure that the Office is supplied with the necessary public services on equitable terms. The Office shall bear the cost of these services.

4. In the case of interruption or threatened interruption of any such services, the Government will do its utmost to enable the Office to carry on with its essential work.

Article 5

PROPERTY, FUNDS, ASSETS AND COMMUNICATIONS

1. The Office, its property and its assets shall enjoy immunity from every form of legal process except insofar as in any particular case the Director-General of the International Labour Office has expressly waived its immunity. It is understood that no waiver of immunity shall extend to any measures of execution.

2. The archives of the Office shall be inviolable and its official correspondence and communications not be subject to any form of censorship.

3. The Office shall enjoy for its official communications treatment no less favourable than that accorded by the Government to any other international organization in Ethiopia.

4. The Office may freely hold funds in non-Ethiopian currency; it may freely transfer those funds from Ethiopia to other countries through approved banking procedures.

5. The Office, its assets, income and other movable property shall be exempt:

(a) From all direct taxes; it is understood, however, that no claim of exemption shall be made from taxes, which are, in fact, no more than charges for public utility services;

(b) From customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Office for its exclusive official use; it is understood, however, that articles imported under such exemption will not be sold in Ethiopia except under conditions agreed with the Government;

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

Article 6

OFFICIALS OF THE OFFICE

The staff of the Office, other than those assigned to hourly rates, shall enjoy in the territory of Ethiopia the following privileges, immunities and exemptions:

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

2. Exemption from any form of direct taxation in respect of the salaries or emoluments paid and other benefits accorded to them by the Organization. In the event that all Ethiopian nationals and foreign permanent residents working for the other United Nations agencies operating in Ethiopia are subjected to payment of income tax on their salaries and emoluments, then the same measure shall apply to Ethiopian nationals and foreign permanent residents working for the Organization;

3. Immunity from national service obligations, provided that, with respect to Ethiopian nationals, such exemption shall be confined to the staff to whom by reason of their duties the Government agrees to grant temporary deferment of their call-up to avoid interruption in the continuation of the essential work of the Office;

4. Immunity, together with members of their families, from immigration restrictions and alien registration;

5. The same repatriation facilities as diplomatic envoys in time of crisis together with members of their families;

6. For officials other than Ethiopian nationals and permanent foreign residents of Ethiopia:

(a) Exemption from any form of direct taxation on income derived from sources outside Ethiopia;

(b) Freedom to maintain within Ethiopia or elsewhere foreign securities and, while employed by the Organization in Ethiopia and at the time of termination of such employment, the right to take out of Ethiopia funds in non-Ethiopian currencies without any restrictions or limitations provided that the said officials can show good cause for their lawful possession of such funds;

(c) The right to be accorded the same facilities in regard to foreign currency exchange facilities as are accorded by the Government to officials of comparable rank of other United Nations agencies operating in Ethiopia;

7. The right to import, except for Ethiopian nationals and permanent foreign residents of Ethiopia, free of duty and other levies, prohibitions and restrictions on imports, their furniture and effects within twelve months after first taking up their post in Ethiopia. This exemption shall include one automobile upon first installation, the transfer, replacement and disposal of which shall be subject to the same regulations as are in force for diplomatic representatives of comparable rank;

8. In addition to the immunities and privileges for which provision is made herein, the Director of the Office and the Director of the Organization's Inter-Country Team based in Addis Ababa and designated by the Director-General shall have, in respect of themselves, their spouses and minor children,

such privileges, exemptions and facilities as are accorded in international law and practice to diplomatic representatives of comparable rank.

Article 7

LAISSEZ-PASSER

1. The Government shall recognize and accept the United Nations laissez-passer issued to the staff of the Office and experts invited to the Office on official business, as a valid travel document.

2. The Government shall issue courtesy visas to such holders when their request is accompanied by a certificate that they are travelling on the business of the ILO Office.

Article 8

ACCESS AND RESIDENCE

The Government shall facilitate the entry into, and stay in, Ethiopia of persons visiting the Office on official business, and their departure from the country.

Article 9

ABUSE OF PRIVILEGES AND SETTLEMENT OF DISPUTES

1. The Office and its staff shall cooperate at all times with the appropriate Ethiopian authorities to facilitate the proper administration of justice, secure the observance of law and order, and prevent the occurrence of any abuse in connection with the privileges and immunities granted by this Agreement. It shall, for this purpose, establish such rules and regulations as it may deem necessary and expedient and pay due regard to any representation made by the Government.

2. The privileges and immunities for which provision is made in this Agreement are granted for the purpose of carrying out effectively the aims and purposes of the Organization and not for the personal benefit of the staff of the Office. The Director-General of the Organization shall have the right and the duty to waive the immunity of the Director of the Office and any member of the staff in any case where such immunity would impede the course of justice and can be waived without prejudice to the interests of the Organization.

3. Any dispute between the Organization and the Government concerning the interpretation or application of this Agreement 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 named by the Organization, one to be named by the Government and the third to be chosen by agreement of both parties, or, in case of failure, by the President of the International Court of Justice.

- (b) Agreement between the International Labour Organization and the Government of the Russian Federation concerning the office of the Organization in Moscow.¹⁸ Signed at Moscow on 5 September 1997¹⁹

Article 1

DEFINITIONS

For the purposes of this Agreement:

- (a) “the Government” means the Government of the Russian Federation;
- (b) “the ILO” means the International Labour Organization;
- (c) “the Director-General” means the Director-General of the International Labour Office;
- (d) “the MDT” means the Eastern European and Central Asian multidisciplinary advisory team, the activities of which cover the Russian Federation and such other countries in the Eastern European and Central Asian region as the Director-General may designate;
- (e) “the ILO Office” means the ILO Office in Moscow, and includes the MDT and any other technical programme or service as well as additional offices which the ILO may, with the agreement of the Government, decide to establish in the Russian Federation;
- (f) “Director or Directors of the ILO Office” means the principal executive officer of the ILO Office and of the MDT respectively, appointed by the Director-General;
- (g) “the personnel of the ILO Office” means officials, including the Director or Directors and the experts appointed or assigned by the Director-General to the ILO Office, as defined in subparagraph (e) above; this definition does not include locally recruited staff who are paid by the hour;
- (h) “dependants” means the dependants of the personnel of the ILO Office, and includes their spouses, children, close relatives and other members of the family who are considered as such for the purposes of the Staff Regulations of the International Labour Office;
- (i) “members of the household staff” means persons, other than nationals of the Russian Federation, employed as domestic staff of the personnel of the ILO Office;
- (j) “premises of the ILO Office” means the buildings and parts of buildings, and the land ancillary thereto, used for the official purposes of the ILO Office;
- (k) “meetings of the ILO” means meetings convened in the Russian Federation by the ILO, the ILO Office or the MDT, including any international conference or other gathering and any commission, committee or subgroup of any such meetings;
- (l) “the General Convention” means the 1947 Convention on the Privileges and Immunities of the Specialized Agencies and its annex of 10 July 1948 relating to the ILO.

Article 2

THE ILO OFFICE

1. The ILO Office shall be the seat of an ILO Area Office, covering the Russian Federation and such other countries in the region identified in article 1(d) as the Director-General may designate after appropriate consultations.

2. The ILO Office and the MDT shall be headed by a single Director or two Directors, as the Director-General may decide, and shall be staffed with such other personnel appointed or assigned by or on behalf of the Director-General.

3. In addition to the ILO Office, which shall be located in Moscow, the ILO may, with the agreement of the Government, establish additional offices elsewhere in the Russian Federation.

Article 3

STATUS OF THE ILO OFFICE AND ITS PERSONNEL

1. The Government shall grant to the ILO Office, to the personnel of the ILO Office, and to its property, funds and assets, the privileges, immunities, exemptions and facilities provided for in the General Convention, except where provisions more advantageous to the ILO have been agreed between the parties.

2. Without prejudice to the provisions of paragraph 1 above, the Government shall grant to the ILO Office and to the personnel of the ILO Office treatment no less favourable than that accorded by the Government to the United Nations and any of its specialized agencies in the Russian Federation or to their personnel if this treatment is relevant to its activities.

Article 4

PREMISES OF THE ILO OFFICE

The Government shall, if requested, assist the ILO in acquiring suitable premises necessary for the ILO Office and technical facilities required for the activities of the ILO Office. To the extent possible, the Government shall also assist the ILO in acquiring in the Russian Federation suitable accommodation which may be necessary for the members of the personnel of the ILO Office who are not nationals of, or persons residing permanently in, the Russian Federation.

Article 5

PROTECTION OF THE ILO OFFICE

The Government shall take all appropriate measures to protect the premises of the ILO Office against any intrusion or damage. The ILO Office shall be accorded the same protection as that accorded to diplomatic missions in the Russian Federation. If requested by the ILO or the ILO Office, the Government shall provide a sufficient number of police for the restoration of law and order in the premises of the ILO Office and for the removal of offenders.

Article 6

EXEMPTION FROM TAXATION AND OTHER MANDATORY CHARGES

1. The ILO Office, its assets, property and income shall be exempt from all taxes, takings and other mandatory payments which have been introduced or may be introduced in the future by the Russian Federation, it being understood that the ILO will not claim exemption from taxes which are, in fact, no more than charges for services rendered. As far as indirect taxes are concerned, the ILO Office shall, without prejudice to article 3(2) of this Agreement, be granted the same treatment as that accorded to diplomatic missions in the Russian Federation. The ILO Office shall also be immune from liability for the collection of any tax or duty.

2. Without prejudice to the provisions of article 12(1)(iii), the ILO Office shall also be exempt from mandatory charges such as employer compulsory contributions to national social insurance schemes, and from registration therein, in respect of the personnel of the ILO Office and of any other natural person or legal entity employed by the ILO.

3. The ILO shall be exempt from customs duties, taxes and other payments (with the exception of such payments which are no more than charges for services rendered) as well as from prohibitions and restrictions on imports and exports in respect of articles imported or exported by the ILO for its official use, including publications.

4. Any goods and articles acquired in or imported to the Russian Federation by the ILO Office under the exemptions provided for in paragraph 3 above may be disposed of in the Russian Federation subject to terms agreed with the Government.

Article 7

SERVICES

1. The Government shall ensure that the ILO Office is provided, on terms no less favourable than those accorded to diplomatic missions in the Russian Federation, with the necessary services, including communication, electricity, gas, water, sewerage, drainage, collection of refuse and fire protection, of a quality not inferior to that provided to any other diplomatic mission in the Russian Federation. In case of any interruption or threatened interruption of any such services, the Government shall take appropriate steps to ensure that the activities of the ILO Office are not prejudiced.

2. Where electricity, gas, water or any other services are supplied by the Government or by authorities under the control of the Government, the ILO Office shall be charged at rates no less favourable than those charged to diplomatic missions in the Russian Federation.

Article 8

FINANCIAL FACILITIES

The treatment enjoyed by the ILO in the Russian Federation shall be the same as that accorded to diplomatic missions in the matter of opening, operating and closing bank accounts in local or foreign currencies.

Article 9

FREEDOM OF MEETING AND DISCUSSION

The ILO shall have the right to convene meetings in the premises of the ILO Office and, with the agreement of the Government, at other locations in the territory of the Russian Federation. The provisions of article 5 of this Agreement shall apply *mutatis mutandis*.

Article 10

COMMUNICATIONS

1. The ILO Office shall enjoy in the Russian Federation treatment no less favourable than that accorded to diplomatic missions in the Russian Federation, in the matter of priorities, rates and charges for communication services.

2. All official correspondence and other official communications of the ILO Office shall be immune from censorship and any other form of interception or interference.

3. The ILO Office shall have the right in the Russian Federation to use codes and to dispatch and receive correspondence and other communications either by diplomatic courier or in sealed bags, which shall have immunities and privileges no less favourable than those accorded to diplomatic couriers and bags. The installation and use by the ILO Office of wireless transmitters, however, shall only be made with the prior consent of the Government.

4. The ILO may, with the prior consent of the Government, install and operate in the Russian Federation such direct telecommunication facilities and other communication and transmission facilities as may be necessary to facilitate communications with the ILO Office both from within and from outside the Russian Federation.

Article 11

TRANSIT AND RESIDENCE

1. The Government shall take all measures required to facilitate the entry into, permanent residence in and departure from the Russian Federation, and freedom of movement in the Russian Federation, of the following persons entering the Russian Federation on official business:

- (i) The personnel of the ILO Office, together with their dependants and members of the household staff;
- (ii) Other persons officially invited by the ILO or the ILO Office in connection with official activities of the ILO in the Russian Federation, including participants in seminars and meetings convened by the ILO; the ILO or the ILO Office shall communicate the names of such persons to the Government.

The persons specified in this paragraph shall have the same freedom of movement within the territory of the Russian Federation, subject to its laws and regulations concerning access to units and other locations which require a special authorization, and the same treatment in respect of travelling facilities, as are accorded to officials of comparable rank of diplomatic missions.

2. The Government shall exempt from any restrictions on the entry of aliens or the conditions of their stay the persons, other than members of the household staff, referred to in paragraph 1 above. These persons shall be exempt from immigration restrictions and alien registration and from registration formalities for the purposes of immigration control. The ILO shall, if necessary, cooperate with the Government to avoid any prejudice to the national security of the Russian Federation.

3. The Government shall take appropriate measures (including instructions to its competent officials) to grant visas to any persons, other than members of the household staff, referred to in paragraph 1 above without delay and without payment of any charges, including multiple visas for the period of their official stay in the Russian Federation.

Article 12

PRIVILEGES AND IMMUNITIES OF THE PERSONNEL OF THE ILO OFFICE

1. The personnel of the ILO Office shall enjoy in the Russian Federation the following privileges and immunities:

- (i) Immunity from legal process in respect of words spoken or written and of all acts performed by them in their official capacity;
- (ii) Exemption from taxation on, or in respect of, salaries and emoluments paid by the ILO;
- (iii) On condition that they are covered by the ILO's own social security provisions, exemption from mandatory charges, such as social security charges, except to the extent that they are, with the ILO's consent, covered by the corresponding national social insurance scheme;
- (iv) The same privileges in respect of exchange facilities as are accorded to officials of comparable rank of diplomatic missions, as well as the right to hold bank accounts in national and foreign currencies, and to transfer freely their funds in national and foreign currencies within, from and to the Russian Federation;
- (v) The same repatriation facilities in time of international crisis, together with their dependants and members of the household staff, as are accorded to diplomatic officials;
- (vi) The same customs exemptions with respect to the import and export of articles for personal use, including a motor vehicle, as are granted in the Russian Federation to officials of comparable rank of diplomatic missions by the customs laws of the Russian Federation.

The privileges and immunities set out in subparagraphs (iv), (v) and (vi) above shall not apply to the personnel of the ILO Office or their dependants who are nationals of the Russian Federation or persons having permanent residence in the territory of the Russian Federation.

2. With the exception of nationals of the Russian Federation, the personnel of the ILO Office, their dependants and members of the household staff shall be exempt from national service obligations in the Russian Federation.

3. Members of the personnel of the ILO Office who are nationals of the Russian Federation shall be exempt from national service obligations in the Russian Federation, provided that their names have, by reason of their duties, been

placed upon a list compiled by the ILO and approved by the appropriate authorities of the Russian Federation. Should other personnel of the ILO Office, who are nationals of the Russian Federation, be called up for national service, the Russian Federation shall, at the request of the ILO, grant such temporary deferments in the call-up of such personnel as may be necessary to avoid interruption in the continuatoun of essential work of the ILO Office.

4. Dependants who are not nationals of the Russian Federation shall be permitted to take employment in the Russian Federation, and shall be promptly provided by the competent national bodies with any clearances or documents that may be required for this purpose, in accordance with the Russian legislation.

5. In addition to the immunities, exemptions and privileges specified in paragraphs 1 to 3 above, the Director or Directors of the ILO Office, including any officer acting on their behalf during their absence from duty, as the case may be, and other members of the personnel of the ILO Office, in such ranks as may be agreed between the Government and the ILO, and their dependants, shall be accorded the privileges, immunities, exemptions and facilities that are accorded in the Russian Federation to diplomatic agents of comparable rank in accordance with the practice in the Russian Federation. The persons referred to in this paragraph shall be included in the diplomatic list.

6. The ILO shall communicate to the Government the names of the personnel of the ILO Office, their dependants and members of the household staff to whom the provisions of the present article are applicable.

7. The personnel of the ILO Office and their dependants shall be provided by the Government with a special identity card which shall serve to identify the holder to the authorities of the Russian Federation and to certify that the holder enjoys the privileges and immunities specified in this Agreement.

8. The locally recruited staff paid by the hour referred to in article 1, subparagraph (g), above, shall enjoy immunity from every form of legal process in respect of words spoken or written and all acts performed by them in their official capacity.

Article 13

ABUSES OF PRIVILEGE

1. The privileges, immunities, exemptions and facilities accorded in this Agreement are granted in the interest of the ILO and not for the personal benefit of the individuals themselves.

2. The Director-General shall have the duty to waive the immunity of any person enjoying privileges and immunities under this Agreement in any case where, in his opinion, such immunity may be waived without prejudice to the overriding interests of the ILO.

3. The ILO and the ILO Office shall cooperate at all times with the Government to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the immunities, exemptions, privileges and facilities accorded by this Agreement. Should the Government consider that an abuse has occurred, the Director-General shall consult with the appropriate authorities of the Russian Federation without delay.

Article 14

SETTLEMENT OF DISPUTES

1. The ILO shall make provision for appropriate modes of settlement of:
 - (i) Disputes arising out of contracts or other disputes of a private character to which the ILO is a party;
 - (ii) Disputes involving any member of the personnel of the ILO Office who by reason of his official position enjoys immunity, if immunity has not been waived in accordance with article 13, paragraph 2.
2. All issues concerning the interpretation or application of this Agreement shall be settled by the parties through appropriate consultations. If a dispute cannot be resolved in such a way, either party may request the other party that the matter be submitted to arbitration. Each party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be chairman. If the two arbitrators cannot agree on the third, either party may request the President of the International Court of Justice to appoint the chairman.

3. FOOD AND AGRICULTURE ORGANIZATION OF THE UNITED NATIONS

- (a) Memorandum of Understanding on cooperation between the Food and Agriculture Organization of the United Nations and the Economic Cooperation Organization. Signed at Tehran on 8 December 1997²⁰

Preamble

The Food and Agriculture Organization of the United Nations (hereafter referred to as FAO) and the Economic Cooperation Organization (hereafter referred to as ECO),

Mindful of their common interest in supporting the efforts of their member nations to promote regional cooperation, the attainment of food security for all, within the framework of sustainable agriculture development and the struggle against hunger and malnutrition,

Hereby agree to strengthen their collaboration as follows:

Article 1. Purpose of the Memorandum of Understanding

The purpose of this Memorandum of Understanding is to ensure cooperation between FAO and ECO by consultation, coordination of effort, mutual assistance and joint action in fields of common interest and in accordance with the objectives and principles of FAO and ECO.

Article 2. Consultation

FAO and ECO shall consult on all matters mentioned in article 1 that are of mutual interest to them.

Article 3. Reciprocal representation

FAO and ECO shall invite each other to participate, in an observer capacity, in conferences and meetings convened by either party on matters of common interest.

Article 4. Exchange of information and documents

FAO and ECO shall arrange for the exchange of information and documents concerning matters of common interest.

Article 5. Technical cooperation and joint action

1. Whenever desirable, FAO and ECO may seek each other's technical cooperation with a view to promoting the development of activities in fields of common interest and may, through their competent organs or appropriate channels, conclude special agreements or arrangements for joint action with the aim of attaining objectives of mutual interest.

2. These agreements or arrangements shall define the manner and extent of participation by each Party and shall specify the financial commitment, if any, that each is to assume.

Article 6. Entry into force

This Memorandum of Understanding, being concluded in a spirit of friendly and increased cooperation, shall come into force on its signature by the Director-General of FAO and the Secretary-General of ECO.

Article 7. General provisions

This Memorandum of Understanding shall on its entry into force supersede the Exchange of Letters between FAO and ECO of 26 January and 7 February 1987, respectively.

FOR THE FOOD AND
AGRICULTURE ORGANIZATION
OF THE UNITED NATIONS:
(Signed) Jacques DIOUF
Director-General

FOR THE ECONOMIC
COOPERATION ORGANIZATION:
(Signed) Onder OZAR
Secretary-General

Signed on: 8th December 1997

- (b) Agreements between the Food and Agriculture Organization of the United Nations and the Governments of Australia, Bangladesh, Belize, Bolivia, Brazil, the Czech Republic, the Dominican Republic, India, Indonesia, Italy, Lesotho, the Libyan Arab Jamahiriya, Mali, Morocco, Nepal, the Philippines, Poland, Romania, Seychelles, Slovakia, Spain, the Syrian Arab Republic, Thailand, Tunisia, Turkey, Uganda, the United Arab Emirates, Uruguay and Viet Nam, based on the standard Memorandum of Responsibilities in respect of FAO sessions,²¹ were concluded in 1997.
- (c) Agreements between the Food and Agriculture Organization of the United Nations and the Governments of Chad, Malaysia, Namibia and the Philippines, based on the standard Memorandum of Responsibilities in respect of seminars, workshops, training courses or related study tours,²² were concluded in 1997.

4. UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

- (a) Relationship Agreement between the United Nations Industrial Development Organization and the Black Sea Economic Cooperation. Signed at Istanbul on 29 August 1997 and at Vienna on 8 September 1997²³

Article I

COOPERATION AND CONSULTATION

The United Nations Industrial Development Organization (hereinafter referred to as "UNIDO") and the Black Sea Economic Cooperation (hereinafter referred to as "BSEC"), with a view to promoting the attainment of the objectives laid down by the Constitution of UNIDO and the Istanbul Summit Declaration on Black Sea Economic Cooperation establishing BSEC, agree to act in close cooperation on matters of mutual interest with a view to harmonizing their efforts in the process of development towards greater effectiveness, as far as possible, having due regard to their respective objectives and functions.

Article II

REPRESENTATION

1. BSEC 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, in accordance with BSEC practice, in the deliberations of the BSEC meetings on matters of particular concern to it.
3. UNIDO and BSEC shall also make, upon mutual consultation, any necessary arrangements for ensuring reciprocal representation at appropriate meetings convened under their respective auspices.

Article III

EXCHANGE OF INFORMATION AND DOCUMENTS

UNIDO and BSEC shall undertake regular 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 the following:

- Investment promotion
- Energy
- Small and medium-sized enterprises
- Human resources development
- Industrial statistics
- Environment.

2. Any minor and ordinary expenditure related 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 BSEC 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 Secretary General of BSEC may make arrangements for ensuring the satisfactory implementation of this 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 Secretary General of BSEC.

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
Vienna, 8 September 1997

FOR THE BLACK SEA
ECONOMIC COOPERATION:
(Signed) Ambassador Vassil BAYTCHEV
Secretary General
Istanbul, 29 August 1997

- (b) Relationship Agreement between the United Nations Industrial Development Organization and the Arab League Educational, Cultural and Scientific Organization. Signed at Tunis on 10 October 1997 and at Vienna on 17 October 1997²⁴

Article I

COOPERATION AND CONSULTATION

The United Nations Industrial Development Organization (hereinafter referred to as "UNIDO") and the Arab League Educational, Cultural and Scientific Organization (hereinafter referred to as "ALECSO"), with a view to promoting the attainment of the objectives laid down by the Constitution of UNIDO and the Charter establishing ALECSO, 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. ALECSO 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 General Conference and the Executive Board of ALECSO on matters of particular concern to it.

3. UNIDO and ALECSO 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 ALECSO shall undertake an exchange of relevant information and documents, subject to such restrictions and arrangements as may be consid-

ered necessary by either Party to preserve the confidential nature of certain information and documents.

Article IV

FIELDS OF COOPERATION

1. The fields to which the cooperation shall relate, in the context set forth in article I, are 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 ALECSO to determine the most equitable way of meeting such expenditure.

Article V

ENTRY INTO FORCE

This Agreement shall enter into force upon signature by the Director-General of UNIDO and the Director-General of ALECSO.

Article VI

IMPLEMENTATION OF THE AGREEMENT

The Director-General of UNIDO and the Director-General of ALECSO may make the arrangements necessary for ensuring the satisfactory implementation of this Agreement.

Article VII

TERMINATION OF THE AGREEMENT

Either Party may terminate this Agreement, subject to six months' written notice.

Article VIII

LANGUAGE

This Agreement has been drawn up in English.

FOR THE UNITED NATIONS
INDUSTRIAL DEVELOPMENT
ORGANIZATION:
(Signed) Mauricio de MARIA Y CAMPOS
Director-General
Vienna, 17/10/1997

FOR THE ARAB LEAGUE
EDUCATIONAL, CULTURAL AND
SCIENTIFIC ORGANIZATION:
(Signed) Mohamed EL MILI
Director-General
Tunis, 10/10/1997

- (c) Letter of Agreement of cooperation and annex on coordination arrangements between the United Nations Industrial Development Organization and the United Nations Development Programme. Signed at New York on 26 October 1996²⁵

26 October 1996

Dear Colleague:

Cooperation between UNDP and UNIDO

We are pleased to share with you, as an annex to this letter, new coordination arrangements between UNDP and UNIDO.

The annex supersedes the previous Memorandum of Understanding of 1989 and reflects the evolution of the relationship between the two organizations as well as present realities at both headquarters and country levels.

We are confident that the clarifications provided by this updated annex will serve to strengthen still further the excellent cooperation existing between our two organizations. We invite you to help implement the various features of this annex and to provide us feedback on results achieved.

Yours sincerely,

(Signed) James Gustave SPETH
Administrator
UNDP

(Signed) Mauricio DE MARÍA Y CAMPOS
Director-General
UNIDO

**ANNEX ON COORDINATION ARRANGEMENTS BETWEEN
UNDP AND UNIDO AT THE COUNTRY LEVEL**

1. The present annex covers coordination between UNDP and UNIDO at the country level and replaces the Memorandum of Understanding concerning the Integration of the United Nations Industrial Development Organization Field Services within the United Nations Development Programme Field Office signed by UNDP and UNIDO on 5 April and 12 April 1989, respectively. This annex takes into account UNIDO's Standard Basic Cooperation Agreement with Governments receiving assistance from UNIDO and the Standard Basic Agreement between UNDP and Governments. This annex also takes into consideration the structural reforms of UNIDO, as approved by the General Conference of UNIDO at its fifth session in Yaoundé, in December 1993. Further, this text recognizes the evolution of executing and implementing modalities and the implications for UNIDO's funding base for technical cooperation and the consequent importance of an active fund-raising role for the UNIDO Country Directors.

2. The purposes of the arrangements described below are:

(a) To ensure coordination between activities of UNIDO field staff with those of UNDP, particularly with a view to expanding operational activities in industry;

(b) To provide, as required, the services of qualified UNIDO Country Directors on matters of industrial development to recipient Governments and to UNDP Resident Representatives/United Nations Resident Coordinators (RR/RCs);

(c) To provide services of UNIDO Country Directors for the support and guidance of UNIDO programming, resource mobilization and implementation activities;

(d) To assure for UNIDO an adequate channel of communication with host Governments as well as with the United Nations regional commissions and with country, regional and subregional offices of United Nations and other relevant organizations;

(e) To ensure effective harmonization between the field cooperation of UNIDO and those of the entire United Nations system within the general framework of the development objectives of the country and region, taking into account also, where applicable, the country strategy note for operational activities of the United Nations system.

3. The respective responsibilities of UNDP and UNIDO are as follows:

(a) The Director-General of UNIDO is responsible for the appointment of UNIDO Country Directors and will consult with and provide information to the RR/RC and the concerned Government on the candidate to be appointed. Where a UNIDO Country Director has additional countries of coverage, the concerned RR/RCs and Governments will be informed of the appointment accordingly. UNIDO Country Directors will have the function of UNIDO representatives and will represent UNIDO to Governments and other entities.

(b) The UNIDO Country Director shall receive instructions from and report directly to UNIDO on matters pertaining to the formulation, implementation and evaluation of UNIDO-financed projects as well as other non-UNDP-funded projects and on other matters of direct concern to UNIDO. In such matters the UNIDO Country Director shall be the principal channel of communication between UNIDO and the Government(s) as well as other organizations in the country. He will continuously inform the RR/RC(s) of contacts and activities as outlined in paragraph 5 below.

(c) In matters related to coordination at the country level, the RR/RC will involve the UNIDO Country Director in the field of industry in ways similar to the involvement of other United Nations agency representatives in their respective substantive areas.

4. Under the general coordination of the RR/RC, the UNIDO Country Director will bear the main responsibility for UNIDO programmes in the country(ies) concerned. In particular, the UNIDO Country Director will be responsible for the following functions:

(a) Direct contacts with relevant authorities of the recipient Governments on policy matters as well as on matters pertaining to the programming, financing, execution, implementation and evaluation of UNIDO-supported industrial cooperation projects; and

(b) Contact with and guidance to those technical project personnel and other personnel in the country(ies) concerned who hold UNIDO contracts;

(c) Under the general guidance of the RR/RC, coordination and follow-up on the activities of UNIDO and other United Nations agencies with respect to industrial development.

5. On matters concerning UNDP, UNIDO Country Directors will copy their correspondence to the RR/RC, and on matters not concerning UNDP they would keep the RR/RC fully informed.

6. UNIDO Country Directors will be required to possess technical and management qualifications and expertise in the field of industry.

7. The core activities of UNIDO Country Directors will comprise the following:

- Project development and programming;
- Project implementation;
- Provision of policy and technical advice to the RR/RC on industry-related activities;
- Preparation of the UNIDO country strategy support programme;
- Provision of industrial policy advice to the Government;
- Assistance to Governments in problem and needs identification and assessment, either in providing solutions or in arranging to provide solutions for them;
- Provision of advice of both a policy and a technical nature for regions and sub-regions; it being envisaged that UNIDO Country Directors in addition to their normal duties would take on special advisory roles throughout the region;
- Supporting UNIDO activities and programmes such as economic cooperation among developing countries/technical cooperation among developing coun-

tries, investment promotion, integration of women into industrial development, rural development, technology transfer and industrial information;

- Establishment and maintenance of contacts with UNIDO national committees as well as with potential donors such as non-governmental organizations, private sector and industry associations, bilateral donors, development finance institutions and United Nations institutions/funds;
- Supervision of UNIDO industrial project activities in the field; and
- Coverage, on behalf of UNIDO, of conferences, seminars and meetings in the country, as well as public relations efforts with all partners of UNIDO in the country(ies).

8. Other functions related to the specific host country or countries will be listed in a specific job description to be issued by UNIDO. The job description will be revised according to the changing needs of the specific host country or countries.

9. In addition to the responsibilities of the UNIDO Country Directors within their countries of duty station, UNIDO Country Directors will be required to cover other countries as defined in their terms of reference. As in their duty stations, the UNIDO Country Directors will contact relevant government authorities and other relevant entities to provide advice and assistance in the programming, execution and evaluation of UNIDO projects.

10. In addition to the UNIDO Country Directors, UNIDO will place Junior Professional Officers in the countries of the duty station of UNIDO Country Directors and also in other countries, whether under the coverage of UNIDO Country Directors or not. The arrangements for the implementation of the UNIDO Junior Professional Officer programme are outlined in a separate Memorandum of Understanding between UNIDO and UNDP covering Junior Professional Officers as Assistants to the UNIDO Country Director, the relevant provisions of which are as follows:

(a) In the duty stations where a UNIDO Country Director has been appointed, UNIDO Junior Professional Officers are directly attached to UNIDO Country Director offices working under the supervision of the UNIDO Country Director and acting as Assistant to the UNIDO Country Director; and

(b) In other countries, Junior Professional Officers will primarily deal with all aspects of UNIDO's programmes under the supervision of the RR/RC and in consultation with the responsible UNIDO Country Director. The Junior Professional Officer will keep the UNIDO Country Director informed of ongoing activities and will assist the UNIDO Country Director during visits to the country.

11. In the light of the new changes, the current Arrangement between UNDP and UNIDO concerning the Junior Professional Officer Programme, signed in February 1990, will be updated and used as a supplementary document to this annex.

12. UNIDO Country Directors shall be recruited from among the most qualified candidates, including UNIDO headquarters staff members and present or former chief technical advisers and senior experts. UNIDO Country Directors will be appointed by the Director-General of UNIDO and will hold contracts independent of the source of financing, under the relevant rules, regulations and administrative instructions of UNIDO.

13. UNIDO will be responsible for the personnel and financial administration of the UNIDO Country Director programme, including funds allocated by the UNDP Executive Board under the Sectoral Support Programme, the biennial budget of UNIDO and any voluntary contribution provided by donor or host countries for this purpose.

14. In the future, all established UNIDO Country Director posts will be administered in the same way, regardless of the source of funds from which the post is financed. Such procedure will be based on the staff rules and financial rules and regulations of UNIDO. The arrangements to bring this goal about will be worked out between the relevant units of UNDP and UNIDO.

15. The financial arrangements for the UNIDO Country Director programme are as follows:

(a) In conformity with present practice, UNIDO will make provisions in its biennial budget for the funding of a number of UNIDO Country Director posts and related costs, including the costs of locally recruited staff. UNIDO will also solicit specific contributions from donors for this purpose; and

(b) Within the context of current United Nations legislation on operational activities such as General Assembly resolution 50/120, host countries, generally, excluding least developed countries, will be expected to contribute, in local currency and/or kind, to the local support costs of UNIDO Country Director offices such as salaries of secretaries and drivers, rental of premises, telephone and communication costs, and transportation facilities for the travel of UNIDO Country Directors within the country. In approaching the Government concerned, the RR/RC will negotiate the overall government contribution towards local office costs for common United Nations premises and services as per current United Nations legislation. UNIDO will negotiate a specific and distinct government contribution for local UNIDO Country Director costs. Arrangements regarding contributions towards local UNIDO Country Director costs by the Government concerned shall, when possible, be reached before the appointment of a UNIDO Country Director.

16. The arrangements for the personnel administration of the UNIDO Country Director programme are as follows:

(a) UNIDO, in consultation with the RR/RC, will request host Governments that the UNIDO Country Director be provided with the privileges and immunities applicable to other United Nations agency representatives in the countries of assignment;

(b) Support staff (secretaries, drivers, etc.) financed under the UNIDO Country Director programme would normally hold UNIDO contracts, except where the practice of a given country office differs;

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

(d) The performance evaluation of the UNIDO Country Director and support staff holding UNIDO contracts is subject to UNIDO's evaluation system. Appropriate inputs in this regard could also be requested by UNIDO from the RR/RC. Any recourse process regarding the performance evaluation of UNIDO staff would be conducted by UNIDO in accordance with its established procedures.

17. Should any question of interpretation under this annex arise at the country level which cannot be settled by mutual agreement between the RR/RC and the UNIDO Country Director, either official may refer the matter to his/her respective headquarters for joint clarification and decision by UNDP and UNIDO.

18. This annex supersedes the previously applicable Memorandum of Understanding concerning the Integration of the United Nations Industrial Development Organization Field Service within the United Nations Development Programme Field Office, signed on 5 and 12 April 1989.

19. The present annex is concluded for an indefinite period on the understanding, however, that each party shall have the right to terminate it upon twelve (12) months' written notice of termination to the other party.

20. The provisions of the present annex will enter into force upon the explicit agreement of the Executive Heads of UNDP and UNIDO expressed in an exchange of letters.

NOTES

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

²For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General of the United Nations* (United Nations publication, Sales No. E.00.V.2).

- ³Came into force on 17 January 1997.
- ⁴Came into force on the date of signature.
- ⁵Came into force on 17 April 1997.
- ⁶Came into force on 7 June 1997.
- ⁷Came into force on the date of signature.
- ⁸Came into force on the date of signature.
- ⁹Came into force on 26 November 1997.
- ¹⁰Came into force on 17 July 1997.
- ¹¹Came into force on the date of signature.
- ¹²Came into force on 11 June 1997 by notification, in accordance with article XXV.
- ¹³Came into force on 1 January 1997.
- ¹⁴United Nations, *Treaty Series*, vol. 33, p. 261.
- ¹⁵For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General* (United Nations publication, Sales No. E.90.V.6).
- ¹⁶*Official Bulletin* of the ILO, vol. LXXX, 1997, Series A, No. 3.
- ¹⁷Not yet in force.
- ¹⁸*Official Bulletin* of the ILO, vol. LXXX, 1997, Series A, No. 3.
- ¹⁹Came into force on 24 September 1999.
- ²⁰Came into force on 8 December 1997.
- ²¹Similar to the standard text published in *Juridical Yearbook 1972*, p. 32.
- ²²Similar to the standard text published in *Juridical Yearbook 1972*, p. 33.
- ²³Came into force on 8 September 1997.
- ²⁴Came into force on 17 October 1997.
- ²⁵Came into force on 5 May 1997.