

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

1998

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

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



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Chapter II

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

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

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

The following States acceded to the Convention in 1998:²

<i>State</i>	<i>Date of receipt of instrument of accession</i>
Kazakhstan	26 August 1998
Portugal	14 October 1998
Venezuela	21 December 1998

As at 31 December 1998, there were 140 States parties to the Convention.³

2. AGREEMENTS RELATING TO INSTALLATIONS AND MEETINGS

- (a) Exchange of letters constituting an agreement between the United Nations and the Government of Nepal concerning the tenth United Nations Meeting on Peace and Disarmament in the Asia-Pacific Region, entitled “The 10th Anniversary of the Kathmandu Process”, to be held in Kathmandu from 22 to 24 February 1981.⁴ New York, 26 and 28 January 1998.

I

LETTER FROM THE UNITED NATIONS

26 January 1998

Dear Mr. Ambassador,

As you are aware, the United Nations Department for Disarmament Affairs, through its Regional Centre for Peace and Disarmament in Asia and the Pacific

located in Kathmandu, is organizing the tenth United Nations Meeting on Peace and Disarmament in the Asia-Pacific Region, entitled "The 10th Anniversary of the Kathmandu Process". The meeting will take place from 22 to 24 February 1998 in Kathmandu.

Some 40 participants have been invited to the Meeting, most of whom are from the Asia-Pacific region. Five staff members of the Department for Disarmament Affairs will attend.

I would like to propose that the following terms apply to the Meeting:

(a) The Convention on the Privileges and Immunities of the United Nations shall be applicable in respect of the Meeting. The participants invited under 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 Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

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

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

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

(e) It is further understood that your Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of: (i) injury to persons, or damage to or loss of property in the premises provided for the Meeting; (ii) the employment for the Meeting of personnel provided or arranged by your Government. Your Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand;

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

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 Nepal for the Meeting.

(Signed) Jayantha DHANAPALA
Under-Secretary-General for Disarmament Affairs

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF NEPAL TO THE UNITED NATIONS

28 January 1998

Excellency,

I have the honour to acknowledge the receipt of your letter dated 26 January 1998, which reads as follows:

“As you are aware, the United Nations Department for Disarmament Affairs, through its Regional Centre for Peace and Disarmament in Asia and the Pacific located in Kathmandu, is organizing the tenth United Nations Meeting on Peace and Disarmament in the Asia-Pacific Region, entitled ‘The 10th Anniversary of the Kathmandu Process’. The meeting will take place from 22 to 24 February 1998 in Kathmandu.

“Some 40 participants have been invited to the Meeting, most of whom are from the Asia-Pacific region. Five staff members of the Department for Disarmament Affairs will attend.

“I would like to propose that the following terms apply to the Meeting:”

[See letter I]

On behalf of His Majesty’s Government of Nepal, I have the honour to accept the proposal.

(Signed) Narendra BIKRAM SHAH

- (b) Exchange of letters constituting an agreement between the United Nations and the Government of Norway concerning arrangements regarding the Meeting of the Parties to the Convention on Environmental Impact Assessment in a Transboundary Context, of the Economic Commission for Europe, to be held in Oslo from 18 to 20 May 1998.⁵ Geneva, 4 February and 7 April 1998

I

LETTER FROM THE UNITED NATIONS

4 February 1998

Sir,

I have the honour to give you below the text of arrangements between the United Nations and the Government of Norway (hereinafter referred to as “the Government”) in connection with the Meeting of the Parties to the Convention on

Environmental Impact Assessment in a Transboundary Context, of the Economic Commission for Europe, to be held, at the invitation of the Government, in Oslo from 18 to 20 May 1998.

“Arrangements between the United Nations and the Government of Norway regarding the Meeting of the Parties to the Convention on Environmental Impact Assessment in a Transboundary Context, of the Economic Commission for Europe, to be held in Oslo from 18 to 20 May 1998

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

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

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

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

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

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

“4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to person or damage to property in conference or office premises provided for the Meeting; (ii) the transportation provided by the Government; and (iii) the employment for the Meeting of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand resulting from the performance of the services rendered under this Agreement, except where it is agreed by the Secretary-General of the United Nations and the Government that such claims arise from gross negligence or wilful misconduct of such persons.

“5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which Norway is a party, shall be applicable to the Meeting, in particular:

(a) The participants 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 Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(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 Meeting shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting;

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

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

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

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

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

*
* *

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of Norway which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and winding up.

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

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF NORWAY IN GENEVA

7 April 1998

Sir,

I have the honour to refer to your letter of 4 February 1998 regarding the text of arrangements between the United Nations and the Government of Norway in connection with the Meeting of the Parties to the Convention on Environmental Impact Assessment in a Transboundary Context, of the Economic Commission for Europe, to be held in Oslo from 18 to 20 May 1998.

The Ministry of Environment in Oslo has been in direct contact with the Secretariat of the Convention concerning the interpretation of some of the elements in the above-mentioned text. I understand that this relates in particular to the annex and to paragraphs I and III therein. On the paragraph on space facilities, my Government is of the view that the office facilities are taken care of through an arrangement where the Chairman/Vice-Chairman and the ECE Secretariat have a common office. Further on, my Government interprets the paragraph on local personnel so that the personnel must speak at least *one* of those three languages that are listed.

Based on the understanding stated in the above paragraph, I am pleased to inform you that the Norwegian Government can accept the text and that your letter of 4 February 1998 and this letter shall constitute an agreement between the United Nations and the Government of Norway which shall enter into force as from the date of this letter.

(Signed) Bjorn SKOGMO
Ambassador, Permanent Representative

- (c) Exchange of letters constituting an agreement between the United Nations and the Government of the Netherlands concerning the in-kind donation of a functional main courtroom for the International Tribunal for the Former Yugoslavia. The Netherlands, 18 February 1998⁶

I

LETTER FROM THE MINISTRY OF FOREIGN AFFAIRS OF THE NETHERLANDS

18 February 1998

I have the honour to refer to the discussions which have been held recently between representatives of this Ministry, the Department of State of the United States of America and the United Nations International Tribunal for the Former Yugoslavia ("Tribunal"), on the immediate requirement for additional courtroom facilities for the Tribunal and the intention of the Governments of the Netherlands and the United States to offer to the Tribunal as an in-kind donation a functional main courtroom.

It is my understanding that these discussions have led to the following conclusions:

- (a) The Governments of the Netherlands and the United States will jointly donate in kind a functional main courtroom to the Tribunal.

(b) To this end the Government of the Netherlands will make available the amount of f. 3.3 million and the Government of the United States the amount of US\$ 1 million. Moreover the Government of Canada has indicated its willingness to make available Can\$ 200,000, which may also be used for this project in the event the above-mentioned funds are not sufficient for the completion of the courtroom.

(c) The Government of the Netherlands will construct and equip such a courtroom.

(d) The Tribunal is prepared to accept the offer of an in-kind donation of a fully functioning main courtroom from the Governments of the Netherlands and the United States of America.

(e) Under the terms of its lease, the Tribunal may construct internal improvements to its premises, be it that the owner may require the premises to be returned by the Tribunal in its original condition. Nonetheless, the owner of the premises of the Tribunal has been informed of the forthcoming construction of a second main courtroom and has made no objections to it.

In the light of the above and subject to the necessary construction permits being granted by the municipality of The Hague, the Government of the Netherlands hereby offers to the Tribunal as an in-kind donation, to construct a functional courtroom, including architectural services, engineering, construction services, equipment, materials, labour and other means necessary to construct such a courtroom and in accordance with the following provisions:

1. The courtroom shall be designed, constructed and equipped by the Netherlands Government in accordance with the specifications set forth in annex A1 and A2.

2. The specifications in annex A1 and A2 have been jointly developed by representations of the Netherlands Government and of the Tribunal. The specifications have been agreed upon as meeting the requirements of the Tribunal, and are therefore final. No further changes will be made to the specifications other than as a consequence of unforeseen technical construction requirements. Such changes to the specifications will be made by mutual consent between the Netherlands Government and the Tribunal. However, the total costs of the construction shall never exceed the available financial resources specified in subparagraph (b) above.

3. In order to facilitate the consultative process mentioned in paragraph 2, and to supervise the actual construction activities, a technical advisory committee will be set up, consisting of two representatives of the Netherlands Government and two representatives of the Tribunal.

4. For the construction of the courtroom, the Netherlands Government or a party designated by it will enter into a construction contract with a commercial building contractor to complete the construction elements set forth in the specifications and into contracts with other vendors for the purchase of materials, equipment and services in accordance with the specifications. Any such contracts with third parties will incorporate the relevant provisions in this letter with regard to the rights and responsibilities of the Government of the Netherlands and the Tribunal.

5. The Government of the Netherlands will endeavour to complete the construction of the courtroom by 7 June of this year.

6. Upon the date of completion of the construction of the courtroom in accordance with the specifications, the courtroom will form an integral part of the premises of the Tribunal and the Tribunal will have full control over the use of the

courtroom. All equipment and other movable parts of the courtroom will be the property of the Tribunal.

7. The Netherlands Government will ensure that all contracts which it has entered into for the construction and equipping of the courtroom shall include warranties no less favourable than those customarily given by first-rate contractors in the Netherlands. Upon the date of completion of the construction of the courtroom, the Netherlands will assign and transfer in writing to the Tribunal all contractual rights, warranties and claims which it may have under any contracts, warranties and agreements it has entered into with any other party for the construction of the courtroom, as well as for all equipment provided for in the specifications. The Netherlands will, to the fullest extent possible, provide in all contracts relating to the courtroom that the rights and warranties thereunder will be assigned to the Tribunal upon the completion date of the construction of the courtroom and that the contractor shall expressly consent to such assignments.

8. The Tribunal will be entitled to all intellectual property and other proprietary rights, including but not limited to patents, copyrights and trademarks, with regard to drawings, documents and other materials, including those in electronic form, which bear a direct relation to or are prepared or collected in consequence of the construction of the second main courtroom, except documents or materials or portions thereof, in which the Netherlands or any of its designees/contractors had proprietary rights prior to this exchange of letters or prior to the date of contracts entered into by the Netherlands and its designees/contractors for the implementation of this exchange of letters.

9. The Netherlands Government will ensure that all its contractors, including particularly its architect, construction contractor and equipment vendors, and designees which engage in activities relating to the courtroom shall be adequately insured (to the standard of the best practices in the Netherlands) to cover for all risks and liability which may arise as a result of the activities related to the construction and equipping of the courtroom. Such insurance includes coverage for errors and omissions, for professional liability, for workers' compensation (or the equivalent thereof), for damage to the Tribunal's premises and injuries to its staff and for injuries to third parties and their property which arise out of the activities related to the construction and equipping of the courtroom.

10. The Netherlands Government will ensure that all contracts it enters into with construction contractors and other vendors will contain provision for the insurance and liability coverage specified in paragraph 9 and include the Tribunal and the United Nations as additional insured.

11. The Netherlands Government acknowledges the strict security requirements which the Tribunal must maintain on its premises. It undertakes to ensure that the Tribunal's rules and procedures relating to security are reflected in any contracts or arrangements in which it or its designees may enter into with any third party including, wherever possible, incorporation of the Tribunal's standard contractual language regarding security, as set forth in annex B,⁶ in such contracts. The Tribunal will endeavour to ensure that its security requirements will not result in undue delay in the completion of the courtroom.

12. The Netherlands Government further undertakes to ensure that, wherever possible, the provisions of the relevant standard United Nations terms and conditions of contract, as set forth in annex C,⁶ are incorporated in all contracts and arrangements with third parties relating to the courtroom, to the benefit of the Tribunal.

13. Any dispute, controversy or claim arising out of or relating to this exchange of letters shall be settled by negotiation, or by a mutually agreed mode of settlement.

In view of the conclusions mentioned under subparagraphs (a) to (d) above, I would appreciate receiving your confirmation that the Tribunal accepts the offer of the Government of the Netherlands to construct a second main courtroom in accordance with the provisions set out above.

(Signed) Tjaco T. VAN DEN HOUT
*Deputy Secretary-General
Ministry of Foreign Affairs*

II

LETTER FROM THE UNITED NATIONS

18 February 1998

Dear Mr. van den Hout,

I was honoured to receive your letter of 18 February 1998, in which you conveyed the offer of the Netherlands Government to construct, as an in-kind donation, a functional main courtroom for the International Tribunal for the Former Yugoslavia.

I have the honour to confirm that your letter fully reflects the understandings of the International Tribunal on this matter. Accordingly, it is with much pleasure that I can confirm that the International Tribunal for the Former Yugoslavia accepts the offer of the Netherlands Government in accordance with the provisions set out in your letter.

(Signed) Dorothee DE SAMPAYO GARRIDO-NIJGH
Registrar

- (d) Exchange of letters constituting an agreement between the United Nations and the Government of Belgium concerning the arrangements for the Conference in Support of the Fundamental Rights of the Palestinian People, to be held in Brussels from 24 to 26 February 1998. New York, 20 February 1998⁷

I

LETTER FROM THE UNITED NATIONS

20 February 1998

Excellency,

I have the honour to refer to General Assembly resolution 51/24 on the "Question of Palestine" adopted on 4 December 1996, in particular to paragraph 2 thereof, by which the Assembly requested the Secretary-General to ensure that the Division for Palestinian Rights of the Secretariat continued to discharge the tasks detailed in previous resolutions, in consultation with the Committee on the Exercise of the Inalienable Rights of the Palestinian People and under its guidance. Accordingly, the

Committee included the organization of international meetings, regional seminars and symposia in its programme of work.

The Committee has received with appreciation the acceptance of Your Excellency's Government to the holding in Brussels from 24 to 26 February 1998 of the Conference in Support of the Fundamental Rights of the Palestinian People, organized by the Committee in cooperation with the Organization of the Islamic Conference and the League of Arab States. The number of persons who will participate in the Conference is expected to be about 200 and they will include representatives of States, including members of the Committee on the Exercise of the Inalienable Rights of the Palestinian People and observers on that Committee, eminent personalities, parliamentarians, representatives of interested intergovernmental organizations, individuals drawn from the academic community and others interested in the question of Palestine, as well as representatives of non-governmental organizations.

All practical arrangements for the Conference will be the responsibility of the United Nations.

With the present letter, I have the honour to propose to your Government that the following terms should apply to the Conference:

(a) The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946, shall be applicable in respect of the Conference. The representatives of States invited by the United Nations to participate in the Conference and the members and observers of the Committee on the Exercise of the Inalienable Rights of the Palestinian People shall enjoy the privileges and immunities accorded by article IV of the Convention and all 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 Conference shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Conference shall be accorded the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly of the United Nations on 21 November 1947;

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

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

(d) All participants and all United Nations officials performing functions in connection with the Conference shall have the right of unimpeded entry into and exit from Belgium. Visas and entry permits, where required, shall be granted as speedily as possible upon application and free of charge for holders of diplomatic, service and special passports and valid travel documents;

(e) The Government of Belgium will be responsible for dealing with any action, claim or other demand against the United Nations arising out of:

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

(f) The Government of Belgium shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand except when such injury or damage was caused by gross negligence or wilful misconduct of United Nations personnel.

(g) Any dispute between the Government of Belgium and the United Nations concerning the interpretation or application of the Agreement which is not settled by negotiation shall be resolved in accordance with the provisions of article VIII, section 30, of the Convention on the Privileges and Immunities of the United Nations.

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

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

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF BELGIUM TO THE UNITED NATIONS

20 February 1998

Mr. Under-Secretary-General,

I have the honour to refer to your letter dated 20 February 1998, which reads as follows:

[See letter I]

I have the honour to inform you that my Government accepts the proposal contained in your letter dated 20 February 1998 and that your letter and the present letter in reply from my Government, shall constitute an agreement between the Government of Belgium and the United Nations concerning the arrangements for the Conference.

In that respect, I would like to recall the requirements concerning the application of privileges and immunities of a fiscal nature as set out in the attached annex.

Please accept, Mr. Under-Secretary-General, the assurances of my highest consideration.

*(Signed) Alex REYN
Ambassador
Permanent Representative of Belgium
to the United Nations*

- (e) 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 1998 and at New York on 25 February 1998⁸

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:*

18 February 1998

[Signature]

G. E. CHITTY

At Hamburg

For the United Nations:

25 February 1998

[Signature]

Joseph E. CONNOR

At New York

(f) Memorandum of Understanding on cooperation between the United Nations and the Government of Iraq. Signed at Baghdad on 23 February 1998⁹

1. The Government of Iraq reconfirms its acceptance of all relevant resolutions of the Security Council, including resolutions 687 (1991) and 715 (1991). The Government of Iraq further reiterates its undertaking to cooperate fully with the United Nations Special Commission (UNSCOM) and the International Atomic Energy Agency (IAEA).

2. The United Nations reiterates the commitment of all Member States to respect the sovereignty and territorial integrity of Iraq.

3. The Government of Iraq undertakes to accord to UNSCOM and IAEA immediate, unconditional and unrestricted access in conformity with the resolutions referred to in paragraph 1. In the performance of its mandate under the Security Council resolutions, UNSCOM undertakes to respect the legitimate concerns of Iraq relating to national security, sovereignty and dignity.

4. The United Nations and the Government of Iraq agree that the following special procedures shall apply to the initial and subsequent entries for the performance of the tasks mandated at the eight presidential sites in Iraq as defined in the annex to the present Memorandum:

(a) A Special Group shall be established for this purpose by the Secretary-General in consultation with the Executive Chairman of UNSCOM and the Director General of IAEA. This Group shall comprise senior diplomats appointed by the Secretary-General and experts drawn from UNSCOM and IAEA. The Group shall be headed by a Commissioner appointed by the Secretary-General;

(b) In carrying out its work, the Special Group shall operate under the established procedures of UNSCOM and IAEA, and specific detailed procedures which will be developed given the special nature of the presidential sites, in accordance with the relevant resolutions of the Security Council;

(c) The report of the Special Group on its activities and findings shall be submitted by the Executive Chairman of UNSCOM to the Security Council through the Secretary-General.

5. The United Nations and the Government of Iraq further agree that all other areas, facilities, equipment, records and means of transportation shall be subject to UNSCOM procedures hitherto established.

6. Noting the progress achieved by UNSCOM in various disarmament areas, and the need to intensify efforts in order to complete its mandate, the United Nations and the Government of Iraq agree to improve cooperation, and efficiency, effectiveness and transparency of work, so as to enable UNSCOM to report to the Security Council expeditiously under paragraph 22 of resolution 687 (1991). To achieve this goal, the Government of Iraq and UNSCOM will implement the recommendations directed at them as contained in the report of the emergency session of UNSCOM held on 21 November 1997.

7. The lifting of sanctions is obviously of paramount importance to the people and Government of Iraq and the Secretary-General undertook to bring this matter to the full attention of the members of the Security Council.

SIGNED this 23rd day of February 1998 in Baghdad in two originals in English.

For the United Nations:

(Signed) Kofi A. ANNAN
Secretary-General

For the Republic of Iraq:

(Signed) Tariq AZIZ
Deputy Prime Minister

- (g) Agreement between the United Nations (United Nations Centre for Human Settlements (Habitat)) and the Government of the Federative Republic of Brazil concerning the operation in Brazil of the Habitat Regional Office for Latin America and the Caribbean. Signed at Brasília on 10 March 1998¹⁰

Whereas, the Commission on Human Settlements at its fifteenth session, held at the United Nations Centre for Human Settlements (UNCHS) (Habitat) headquarters in Nairobi, Kenya, in May 1995, adopted resolution 15/7, which urged the Executive Director to hasten steps towards the establishment of the UNCHS (Habitat) Regional Office for the Latin American and Caribbean region;

Whereas, at the same fifteenth session of the Commission, the delegation of Brazil officially submitted an offer, through the contribution of the Municipality of Rio de Janeiro, to host the proposed Habitat Regional Office for Latin America and the Caribbean;

Whereas, UNCHS (Habitat), having reviewed all offers received from Governments of the region, officially announced, during the third session of the Preparatory Committee for the Habitat II Conference, held in New York in February 1996, that a choice was made in favour of the offer of the Government of Brazil to locate the said office in Rio de Janeiro;

Now therefore, the Government of the Federative Republic of Brazil (hereinafter referred to as the "Government") and the United Nations Centre for Human Settlements (Habitat) (hereinafter referred to as "Habitat") hereby agree as follows:

Article I

1. The Habitat Regional Office for Latin America and the Caribbean shall be established in Rio de Janeiro under the terms and conditions contained in the offer from the Mayor of Rio de Janeiro to the Assistant Secretary-General of UNCHS (Habitat), dated 14 August 1995, detailing that Municipality's financial and in-kind contribution which is further reflected in the Project Document "BRA/96/014—Strengthening Cooperation in Latin America and the Caribbean in the Field of Human Settlements", signed on the occasion of the Habitat II Conference, on 2 June 1996.

2. The Office shall be recognized as representing an organization of the United Nations, and therefore as an integral part of the United Nations.

Article II

IMMUNITY FROM LEGAL PROCESS

1. The Government recognizes the immunity from legal process of the Habitat Regional Office for Latin America and the Caribbean, which shall be under the control and administration of UNCHS/Habitat-Nairobi, as provided in this Agreement.

2. The Habitat Regional Office for Latin America and the Caribbean shall be inviolable.

3. Without prejudice to the provisions of article VII, UNCHS/Habitat undertakes not to permit its Office for Latin America and the Caribbean to be used as a refuge for persons who are attempting to avoid arrest under any law of Brazil, or

who are required by the Government, or are endeavouring to avoid service of legal process or a judicial proceeding.

Article III

COMMUNICATIONS

1. The Habitat Regional Office for Latin America and the Caribbean shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government or international organization, including foreign diplomatic missions in Brazil. The Office and its internationally recruited personnel shall be included in the Diplomatic List.

2. The Habitat Regional Office for Latin America and the Caribbean shall be entitled, for its official purposes, to use transport facilities on the same terms as may have been granted to resident diplomatic missions.

3. No censorship shall be applied to the Habitat Regional Office for Latin America and the Caribbean official correspondence or other communications. Such immunity shall extend to printed matter, photographs, slides, films and sound recordings, this list being subject to amplification. UNCHS/Habitat shall have the right to use codes and to dispatch and receive correspondence either by courier or in sealed pouches, which shall have the same immunities and privileges as diplomatic couriers and pouches. No provision in this paragraph shall be construed as precluding the adoption of appropriate security measures, to be determined by agreement between the Government and UNCHS/Habitat.

Article IV

UNCHS/HABITAT PROPERTY AND TAXATION

1. UNCHS/Habitat and its property, wherever located and by whomsoever held, shall enjoy immunity from legal process except in as far as UNCHS/Habitat may have expressly waived its immunity in specific cases.

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

3. The archives of the Habitat Regional Office for Latin America and the Caribbean and, in general, all documents belonging to or held by UNCHS/Habitat shall be inviolable.

4. The assets, income and other property of UNCHS/Habitat shall be exempt:

(a) From any form of direct taxation; it is understood, however, that UNCHS/Habitat will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) From custom duties and from prohibitions and restrictions on imports in respect of articles imported or exported by UNCHS/Habitat for its official use, on the understanding, however, that articles imported under such exemption shall not be sold within the country except under conditions agreed between the Government and UNCHS/Habitat;

(c) From custom duties, other levies and other prohibitions and restrictions in respect of the import, sale and export of its publications.

Article V

FINANCIAL AND EXCHANGE FACILITIES

1. UNCHS/Habitat shall not be subject to any financial controls, regulations or moratoria and shall be fully entitled:

(a) To purchase from authorized commercial agencies, hold and make use of negotiable currencies; to operate foreign currency accounts; and to purchase through authorized institutions, hold and use of funds and securities;

(b) To transfer funds, securities and foreign currencies to or from Brazil from or to any other country, or within Brazil itself.

2. In exercising its rights under this article, UNCHS/Habitat shall pay due regard to any representations made by the Government, and shall give effect to such representation so far as this is possible without detriment to the interests of UNCHS/Habitat.

Article VI

TRANSIT AND RESIDENCE

1. The competent authorities shall not impede the transit to or from the Habitat Regional Office for Latin America and the Caribbean of the following persons:

(a) Officials of UNCHS/Habitat and their families;

(b) Persons, other than officials of the Habitat Regional Office for Latin America and the Caribbean and their spouses, invited on official business to the Office;

(c) Other persons invited to the Habitat Regional Office for Latin America and the Caribbean on official business, on secondment from Governments or institutions associated with the Office's work.

2. The Director of the Habitat Regional Office for Latin America and the Caribbean shall communicate to the Government the names of the persons mentioned in paragraph 1 of this Article prior to their missions.

3. This article does not imply exemption from the obligation to produce evidence to establish that persons claiming the rights granted under this article are included in the categories specified in paragraph 1, nor from the application of quarantine and health regulations.

Article VII

UNCHS/HABITAT OFFICIALS

1. The Government shall accord to the permanent senior officials of UNCHS/Habitat, recognized as such by the Ministry of External Relations, to the extent permitted under the laws of Brazil, the immunities and privileges specified in Article 105, paragraph 2, of the Charter of the United Nations.

2. The said officials shall enjoy exemption from the payment of customs duties on imports in respect of articles imported for their official or personal use.

3. Within the territory of Brazil, the internationally recruited UNCHS/Habitat officials shall enjoy the following privileges and immunities:

(a) Immunity from personal arrest or detention, from seizure of their personal and official baggage; from legal process of any kind in respect of words spoken or written and of all acts performed by them in their official capacity, such immunity

to continue notwithstanding that the persons concerned have ceased to be officials of UNCHS/Habitat;

(b) Exemption from any form of direct taxation on salaries, remuneration and allowances paid by the United Nations as well income derived from sources outside Brazil; exemption in respect of themselves, their spouses and relatives dependent on them, from registration as aliens and immigration restrictions;

(c) Freedom for officials to maintain, within Brazil or elsewhere, foreign securities, foreign currency accounts and movable and immovable property; and at the termination of their UNCHS/Habitat appointment the right to take out of Brazil, without hindrance, their funds in the same currencies and up to the same amounts as they brought into Brazil through authorized channels;

(d) The same repatriation facilities and the same right to protection by the Brazilian authorities in respect of themselves, their families and dependants as are accorded to members of diplomatic missions and international organizations, in times of international tensions;

(e) The right to import, free of customs duties and other levies, prohibitions and restrictions on imports, their furniture and effects. The right to import duty free one motor vehicle (or to purchase duty free a locally manufactured one) on first taking up their posts in Brazil, renewable, upon sale of the previous one, every three years (or less if so stipulated by the relevant authorities) for an imported vehicle and every year for a locally manufactured one.

4. All officials of the Habitat Regional Office shall be provided by the Ministry of External Relations with an identity card certifying that they are UNCHS/Habitat officials enjoying the privileges and immunities set forth in this Agreement.

5. The privileges and immunities accorded by virtue of this Agreement are granted in the interests of UNCHS/Habitat and not for the personal benefit of the individuals themselves. The Executive Director shall waive the immunity of any official in any case where, in his/her opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of UNCHS/Habitat.

6. UNCHS/Habitat and its officials shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, ensure the observance of police regulations and prevent the occurrence of any abuses in the exercise of the privileges and immunities specified in this Agreement.

Article VIII

PERSONS OTHER THAN UNCHS/HABITAT OFFICIALS

Persons who, without being officials of UNCHS/Habitat, are members of UNCH/Habitat missions or are invited by UNCHS/Habitat to its Regional Office for Latin America and the Caribbean for official purposes, shall enjoy the privileges and immunities specified in article VII, paragraph 3, with the exception of the rights mentioned in subparagraphs (c) and (e) of the paragraph.

Article IX

LAISSEZ-PASSER

The Government shall recognize and accept as a valid travel document equivalent to a passport the United Nations laissez-passer issued to UNCHS/Habitat officials.

Article X

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF UNCHS/HABITAT AND OF THE GOVERNMENT

1. UNCHS/Habitat's contribution to the maintenance of the Regional Office shall consist of:

(a) The salaries of the Director and international officers of the Office and such other international personnel as may be assigned to the Office from time to time;

(b) Payment for other types of collaboration such as consultant services, ad hoc assignments, etc.;

(c) Contributions to cover, whenever necessary, short-term assignments of experts to facilitate the study of specific problems in Latin America and the Caribbean as part of its work programme for the countries of the region;

(d) Contributions to cover, whenever necessary, in full and/or in part the cost of events like conferences, seminars or training courses which may be deemed useful in accordance with the Office's mandate and work programme.

2. The Government is under no obligation to contribute financially to the maintenance of the Office; the financial contribution set forth in the offer by the Municipality of Rio de Janeiro, via the letter by Mayor Cesar Maia of 14 August 1995, shall be considered as the only binding financial agreement.

3. UNCHS/Habitat shall submit to the Government each year a report on the disbursements against the Government's contributions.

4. UNCHS/Habitat and the Government shall together undertake to review the budget of the Habitat Regional Office biennially, or at shorter intervals as may be agreed from time to time by UNCHS/Habitat and the Government, with a view to adjusting, if necessary, the contributions to it.

5. The Executive Director and the Director of the Habitat Regional Office for Latin America and the Caribbean shall take every precaution to prevent any abuse in the exercise of the privileges or immunities conferred by virtue of this Agreement, and for this purpose shall establish such rules and regulations as they may deem necessary and expedient for officials of UNCHS/Habitat and members of UNCHS/Habitat missions.

6. Should the Government consider that an abuse has occurred in the exercise of any privilege or immunity conferred by virtue of this Agreement, the Executive Director and the Director of the Habitat Regional Office for Latin America and the Caribbean shall, at the request of the Government, consult with the competent Brazil authorities to determine whether such an abuse has been committed. If such consultations fail to achieve results satisfactory to the Executive Director, the Director of the Habitat Regional Office for Latin America and the Caribbean and the Government, the matter shall be settled in accordance with the procedure laid down in article XI.

Article XI

SUPPLEMENTARY AGREEMENTS AND SETTLEMENT OF DISPUTES

1. The Convention on the Privileges and Immunities of the United Nations and this Agreement shall, insofar as they relate to the same matter, be treated wherever possible as complementary.

2. Any difference between the Government and UNCHS/Habitat arising out of the interpretation or application of this Agreement or any supplementary Agreement, or any question connected with the Habitat Regional Office for Latin America and the Caribbean or with relations between UNCHS/Habitat and the Government, shall be settled in accordance with the procedure laid down in article VII, section 30, of the Convention on the Privileges and Immunities of the United Nations.

Article XII

1. The present Agreement shall enter into force immediately upon ratification by the Government.

2. Consultations with respect to amendment of this Agreement may be entered into at the request of the Government or of UNCHS/Habitat. Any such amendment shall be adopted by mutual consent.

3. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNCHS/Habitat to discharge its responsibilities fully and efficiently and to attain its objectives.

4. Wherever this Agreement lays obligations on the competent Brazil authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.

5. This Agreement and any supplementary Agreement entered into between the Government and UNCHS/Habitat within the scope of its provisions shall cease to have effect six months after either of two Contracting Parties shall have given notice in writing to the other of its decision to terminate the Agreement, except as regards the provisions applicable to the normal cessation of UNCHS/Habitat's activities in Brazil and the disposal of its property in Brazil.

IN WITNESS WHEREOF the Government and UNCHS/Habitat have signed this Agreement in duplicate in the Portuguese and English languages this 10th day of March 1998.

*For the Government of the Federative
Republic of Brazil:*

[Signature]

Luiz Felipe LAMPREIA

Ministro de Estado, das Relações Exteriores

*For the United Nations Centre for
Human Settlements (Habitat):*

[Signature]

Roberto OTTOLENGHI

Diretor

(h) Agreement between the Government of Norway and the United Nations on the enforcement of sentences of the International Tribunal for the Former Yugoslavia. Signed at The Hague on 24 April 1998¹¹

The Government of Norway, (hereinafter called the "requested State"), and

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

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

Noting the willingness of the requested State to enforce sentences imposed by the International Tribunal and to accept a limited number of convicted persons upon request from the International Tribunal, based on an individual assessment by that State in each particular case,

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 (hereinafter called 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 adopted by the General Assembly in its resolution 43/173 of 9 December 1988 (hereinafter called 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 adopted by the General Assembly in its resolution 45/111 of 14 December 1990 (hereinafter called the “Basic Principles for the Treatment of Prisoners”),

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 enforce a sentence as contemplated in this Agreement shall be made by the Registrar of the International Tribunal (hereinafter: “the Registrar”), with the approval of the President of the International Tribunal, to the requested State.

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

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

3. All requests to the requested State shall be made through its Ministry of Justice.

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

5. The competent national authorities of the requested State shall promptly decide upon the request of the Registrar.

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 requested State 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 requested State of the President's determination. If the President determines that an early release is not appropriate, the requested State 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 requested State and to the President of the International Tribunal.

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

Article 7

INFORMATION

1. The requested State shall immediately notify the Registrar:
 - (a) Two months prior to the completion of the sentence;
 - (b) If the convicted person has escaped from custody before the sentence has been completed;
 - (c) If the convicted person has deceased.
2. Notwithstanding the previous paragraph, the Registrar and the requested State shall consult each other on all matters relating to the enforcement of the sentence upon the request of either party.

Article 8

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 requested State 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 requested State of the President's determination. If the President determines that a pardon or commutation of the sentence is not appropriate, the requested State shall act accordingly.

Article 9

TERMINATION OF ENFORCEMENT

1. The enforcement of the sentence shall cease:
 - (a) When the sentence has been completed;
 - (b) Upon the demise of the convicted;
 - (c) Upon the pardon of the convicted;
 - (d) Following a decision of the International Tribunal as referred to in paragraph 2.
2. The International Tribunal may at any time decide to request the termination of the enforcement in the requested State and transfer the convicted person to another State or to the International Tribunal.
3. The competent authorities of the requested State shall terminate the enforcement of the sentence as soon as it is informed by the Registrar of any decision or measure as a result of which the sentence ceases to be enforceable.

Article 10

IMPOSSIBILITY TO ENFORCE SENTENCE

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

Article 11

COSTS

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

Article 12

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

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 to the other party. This Agreement shall, however, in any case continue to be applicable to sentences under this Agreement which have not been completed or terminated and, if applicable, to the transfer of the convicted person as provided for in article 10 which has not been effected.

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

DONE at The Hague this twenty-fourth day of April 1998, in duplicate, in the English language.

For the Government of Norway:

[Signature]

Bjørn BARTH

Ambassador

For the United Nations:

[Signature]

Dorothee DE SAMPAYO GARRIDO-NIJGH

Registrar

International Tribunal for the Former Yugoslavia

- (i) Exchange of letters constituting an agreement between the United Nations and the Government of Fiji on the arrangements for the Pacific Regional Seminar concerning the International Decade for the Eradication of Colonialism, to be held at Nadi from 16 to 18 June 1998. New York, 30 April 1998¹²

I

LETTER FROM THE UNITED NATIONS

30 April 1998

Excellency,

I have the honour to refer to the arrangements for the Pacific 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 Inde-

pendence to Colonial Countries and Peoples at the Fiji Mocambo Hotel, Nadi, Fiji, from 16 to 18 June 1998. 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 5 United Nations staff members.

2. The Government of Fiji will assign one (1) Protocol Officer to assist in the planning and coordination of the Seminar.

3. *Entry visa*

The Government of Fiji, through its Immigration Division, will assign officers to provide entry visas to the participants upon their arrival at Nadi, Fiji, and to facilitate their processing through customs.

4. *Premises for the Seminar*

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

5. *Communication equipment*

The Government of Fiji 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 Fiji, in cooperation with the office of the United Nations Development Programme in Suva 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 Fiji will assist in facilitating such arrangements at reasonable commercial rates.

8. *Transportation*

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

- (a) Three (3) secretaries;
- (b) Three (3) administrative assistants;
- (c) 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 Fiji in conjunction with the Fiji Mocambo Hotel.

12. *Medical facilities*

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

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

- (a) (i) The Convention on the Privileges and Immunities of the United Nations of 1946 shall be applicable in respect of the Seminar. Representatives of non-governmental organizations and intergovernmental 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 into and exit from Fiji. 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 Fiji 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 Fiji regarding the provision of host facilities by your Government for the Seminar.

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

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF FIJI TO THE UNITED NATIONS

30 April 1998

Excellency,

The Government of Fiji has duly studied all aspects of your letter which was forwarded on 30 April 1998 and wishes to state that the Government of Fiji agrees with the provisions of the said letter. This exchange of letters shall constitute an agreement between the United Nations and the Government of Fiji as host country regarding the provisions for the Pacific Regional Seminar.

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

(Signed) Poseci W. BUNE
Ambassador/Permanent Representative

- (j) Exchange of letters constituting an agreement between the United Nations and Sierra Leone on the status of the United Nations Observer Mission in Sierra Leone. New York, 29 July 1998¹³

I

LETTER FROM THE UNITED NATIONS

29 July 1998

Dear Mr. President,

I have the honour to refer to Security Council resolution 1181 (1998) of 13 July 1998, by which the Council decided to establish a United Nations Observer Mission in Sierra Leone (UNOMSIL) with the mandate described in paragraph 6 of the above-mentioned resolution.

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

In view of the special importance of the functions which UNOMSIL will perform in Sierra Leone, I propose in particular that your Government extend to:

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

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

(c) Military observers, civilian police advisers and civilian support staff shall enjoy the privileges and immunities accorded to experts performing missions for the United Nations under article VI of the Convention;

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

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

The privileges and immunities necessary for the fulfilment of the functions of UNOMSIL also include:

- (i) Unrestricted freedom of entry and exit, without delay or hindrance, of its members and United Nations contractors, their property, supplies, equipment and spare parts and means of transport;
- (ii) Unrestricted freedom of movement throughout the country of its members and United Nations contractors, their property, equipment and means of transport. UNOMSIL, its members, United Nations contractors and their vehicles, vessels and aircraft shall use roads, bridges, canals and other waters, port facilities and airfields without the payment of dues, tolls, landing fees, parking fees, overflight fees, port fees and charges, including wharfage charges. However, exemption from charges which are in fact charges for services rendered will not be claimed;
- (iii) Prompt issuance by the Government of all necessary authorizations, permits and licences for the importation of equipment, provisions, supplies, materials and other goods used in support of UNOMSIL, including in respect of importation by United Nations contractors, free of any restrictions and without the payment of duties, charges or taxes including value-added tax;
- (iv) Acceptance by the Government of permits of licences issued by the United Nations for the operation of vehicles used in support of UNOMSIL; acceptance by the Government, or where necessary validation by the Government, free of charge and without any restriction, of licences and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels used in support of UNOMSIL; prompt issuance by the Government, free of charge and without any restrictions, of necessary authorizations, licences and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels used in support of UNOMSIL;
- (v) The right to fly the United Nations flag on UNOMSIL premises, including its headquarters, regional headquarters, vehicles, aircraft and vessels used in support of UNOMSIL;
- (vi) The right to unrestricted communication by radio, satellite or other forms of communication with United Nations Headquarters and between the various offices and to connect with the United Nations radio and satellite network, as well as by telephone, telegraph or other means. The frequencies on which the communication by radio will operate shall be decided upon in cooperation with the Government; and
- (vii) The right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNOMSIL. The Government shall be informed of the nature of such arrangements, and shall not interfere with or apply censorship to the mail of UNOMSIL or its members.

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

It is expected that the Government of Sierra Leone shall provide UNOMSIL, where necessary and upon request of UNOMSIL, with maps and other information, including locations of minefields and other dangers and impediments, which may be useful in facilitating its tasks and movements. Upon the request of the Special Representative of the Secretary-General, armed escorts shall be provided to protect UNOMSIL personnel during the exercise of their functions.

If the above provisions meet with your approval, I would propose that this letter and your reply thereto constitute an agreement between the United Nations and Sierra Leone on the status of UNOMSIL and its members with immediate effect.

(Signed) Kofi A. ANNAN

II

LETTER FROM THE MINISTER FOR FOREIGN AFFAIRS OF SIERRA LEONE

29 July 1998

Excellency,

I have the honour to refer to your letter of today's date, addressed to His Excellency the President of Sierra Leone, conveying to him the provisions of the Status of Mission Agreement outlining the privileges, immunities, rights and facilities of the United Nations Observer Mission in Sierra Leone (UNOMSIL).

In this connection, I should like to draw your attention to the position of my Government in respect of two of the provisions of the Status of Mission Agreement. The first concerns item (d) on page 2, which we understand to mean that the Government will provide repatriation facilities to United Nations contractors in time of international crisis, but that the Government will not bear the costs relating to such repatriation. With regard to the first paragraph on page 4, the Government of Sierra Leone wishes to state that it is not in a position to provide premises at no cost to the United Nations. It is therefore proposed that these provisions read as follows:

"It is, however, understood that the Government of Sierra Leone shall provide the United Nations with such premises whenever possible for the conduct of the operational, and administrative activities of UNOMSIL. All premises used by UNOMSIL and its members shall be inviolable and subject to the exclusive control and authority of the United Nations."

On the basis of these understandings, I have pleasure in accepting the Status of Mission Agreement.

(Signed) Dr. Sama BANYA
Minister for Foreign Affairs

- (k) Agreement between the United Nations, the Secretariat of the United Nations Convention to Combat Desertification and the Government of the Federal Republic of Germany concerning the headquarters of the Convention Permanent Secretariat. Signed in Bonn on 18 August 1998¹⁴

The United Nations, the Government of the Federal Republic of Germany and the Secretariat of the United Nations Convention to Combat Desertification in Those Countries Experiencing Serious Drought and/or Desertification, Particularly in Africa (the Convention),

Whereas the first session of the Conference of the Parties to the Convention by its decision 5/COP.1 of 10 October 1997, decided to accept the offer of the Government of the Federal Republic of Germany to host the Secretariat of the United Nations Convention to Combat Desertification (Convention Secretariat);

Whereas in the offer of the Government of the Federal Republic of Germany, it agreed to apply the terms and conditions of the Headquarters Agreement of the United Nations Volunteers Programme analogously to the secretariats of the United Nations Framework Convention on Climate Change and the Convention to Combat Desertification;

Whereas the Conference of the Parties to the Convention to Combat Desertification, in paragraphs 3 and 4 of its decision 3/COP.1 of 10 October 1997, further decided to accept the offer of the Secretary-General of the United Nations on the institutional linkage between the Convention Secretariat and the United Nations;

Whereas the General Assembly, by its resolution 52/198 of 18 December 1997, endorsed the institutional linkage between the Convention Secretariat and the United Nations, as adopted by the Conference of the Parties in its decision 3/COP.1;

Whereas article 4, paragraph 3, of the Headquarters Agreement of the United Nations Volunteers Programme provides that it “may also be made applicable, *mutatis mutandis*, to other intergovernmental entities, institutionally linked to the United Nations, by agreement among such entities, the Government and the United Nations”;

Whereas article 4, paragraph 2, of the Agreement between the United Nations and the Government of the Federal Republic of Germany concerning the Occupancy and Use of the United Nations Premises in Bonn concluded on 13 February 1996, *inter alia*, provides that “(t)he United Nations shall make available appropriate space in the Premises to the secretariat of the United Nations Framework Convention on Climate Change ... as well as, subject to availability of space, to other intergovernmental entities institutionally linked to the United Nations”;

Whereas the United Nations acknowledges that the offer of the Government of the Federal Republic of Germany to provide, *inter alia*, premises in Bonn to the Convention Secretariat, free of rent and on a permanent basis, has been accepted by the Conference of the Parties to the Convention;

Whereas the Secretariat of the Convention and the Government of the Federal Republic of Germany intend to make appropriate arrangements specifying the particular elements contained in the latter’s offer to host the Convention Secretariat;

Whereas the offer of the Government of the Federal Republic of Germany, as contained in documents A/AC.241/54/Add.2 and A/AC.241/63, *inter alia*, expresses the interest of the Government of the Federal Republic of Germany in concluding an agreement to host the Secretariat of the Convention against Desertification that would ensure the availability of all the necessary facilities in the Federal Republic of Germany to enable the Convention Secretariat to perform its functions;

Whereas the Conference of the Parties, at its first session held at Rome, in its decision 5/COP.1, “encourages the Executive Secretary as a matter of urgency to negotiate a headquarters agreement in an appropriate manner with the Government of the Federal Republic of Germany in accordance with its offer, and upon such terms and conditions as are appropriate and necessary, in consultation with the Secretary-General, and to submit it to the Conference of the Parties for adoption at a subsequent session”;

Whereas, in the same decision, the Conference of the Parties also stresses that, with a view to enabling the Convention Secretariat to effectively discharge its functions under the Convention, such an agreement should, in particular, reflect the following:

(a) The Convention Secretariat should possess in the host country such legal capacity as is necessary for the effective discharge of its functions under the Convention, in particular to contract, to acquire and dispose of movable and immovable property and to institute legal proceedings;

(b) The Convention Secretariat should enjoy in the territory of the host country such privileges and immunities as are necessary for the effective discharge of its functions under the Convention;

(c) The representatives of the Parties and observer States (and regional economic integration organizations) to the Convention as well as the officials of the Convention Secretariat should similarly enjoy such privileges and immunities as are necessary for the independent exercise of their functions under the Convention;

Whereas the Secretariat's functions referred to in article 23 of the Convention are being carried out on an interim basis by the secretariat (referred to as "interim secretariat" in article 1 (e) in this Agreement) established by the General Assembly of the United Nations in its resolution 47/188 of 22 December 1992 and continued by virtue of decision 4/COP.1 of 10 October 1997 and resolution 52/198 of 18 December 1997 of the General Assembly of the United Nations;

Desiring to conclude an agreement regulating matters arising from the applicability, *mutatis mutandis*, of the Headquarters Agreement of the United Nations Volunteers Programme to the Secretariat of the Convention to Combat Desertification;

Have agreed as follows:

Article 1

DEFINITIONS

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

(a) "the Headquarters Agreement of the United Nations Volunteers Programme" means the Agreement between the United Nations and the Federal Republic of Germany concerning the Headquarters of the United Nations Volunteers Programme concluded on 10 November 1995, and the Exchange of Notes of the same date between the Administrator of the United Nations Development Programme and the Permanent Representative of Germany to the United Nations concerning the interpretation of certain provisions of the Agreement (the Agreement and Exchange of Notes are appended in the annex);

(b) "the Convention" means the United Nations Convention to Combat Desertification in Those Countries Experiencing Serious Drought and/or Desertification, Particularly in Africa, adopted in Paris on 17 June 1994;

(c) "the Conference of the Parties" means the Conference of the Parties to the Convention, the supreme body of the Convention, under article 22 thereof;

(d) "the Convention Secretariat" means the Permanent Secretariat established under article 23 of the Convention;

(e) "the Executive Secretary" means the head of the Convention Secretariat, appointed by the Secretary-General of the United Nations, after consultation with

the Conference of the Parties through its Bureau (decision 4/COP.1, para. 4), or, until such appointment takes effect, the head of the interim secretariat;

(f) “Officials of the Convention Secretariat” means the Executive Secretary and all members of the staff of the Convention Secretariat, irrespective of nationality, with the exception of those who are locally recruited and assigned to hourly rates;

(g) “Headquarters” means the premises made available to, occupied and used by the Convention Secretariat in accordance with this Agreement or any other supplementary Agreement with the Government of the Federal Republic of Germany.

Article 2

PURPOSE AND SCOPE OF THE AGREEMENT

This Agreement shall regulate matters relating to or arising out of the applicability, *mutatis mutandis*, of the Headquarters Agreement of the United Nations Volunteers Programme to the Convention Secretariat.

Article 3

APPLICATION OF THE HEADQUARTERS AGREEMENT OF THE UNITED NATIONS VOLUNTEERS PROGRAMME

1. The Headquarters Agreement of the United Nations Volunteers Programme shall be applicable, *mutatis mutandis*, to the Convention Secretariat in accordance with the provisions of the present Agreement.

2. Without prejudice to the provisions in paragraph 1 above, for the purposes of the present Agreement the references to:

(a) “the United Nations”, in article 1 (*m*), in article 4, paragraph 1, in article 19, paragraph 2, in article 23 and article 26, paragraph 1 (*a*), of the Headquarters Agreement of the United Nations Volunteers Programme, shall be deemed to mean the Convention Secretariat or the Conference of the Parties, as appropriate; and, with respect to article 19, paragraph 3, of the same Agreement, shall be deemed to mean the United Nations and the Convention Secretariat;

(b) “the United Nations Volunteers” in article 5, paragraph 2, and in articles 7, 8, 9, 10, 11, 12, 14, 17, 21 and 26 of the Headquarters Agreement of the United Nations Volunteers Programme, shall be deemed to mean the Convention Secretariat;

(c) “the Executive Coordinator”, in articles 8, 11, 14, 19, paragraph 3, and in articles 20, 21 and 22 of the Headquarters Agreement of the United Nations Volunteers Programme, shall be deemed to mean the Executive Secretary;

(d) “the representatives of members”, throughout the Headquarters Agreement of the United Nations Volunteers Programme, shall be deemed to include the representatives of Parties and of Observer States (and regional economic integration organizations) to the Convention;

(e) “officials”, “officials of the United Nations Volunteers” or “officials of the Programme”, throughout the Headquarters Agreement of the United Nations Volunteers Programme, shall be deemed to mean officials of the Convention Secretariat;

(f) “persons”, in articles 20 and 21 of the Headquarters Agreement of the United Nations Volunteers Programme, shall be deemed to include all persons referred to in the present Agreement, including interns of the Convention Secretariat;

(g) “the Party” or “Parties”, in article 19, paragraph 3, and in articles 24 and 26, paragraph 2, of the Headquarters Agreement of the United Nations Volunteers Programme, shall be deemed to mean the Parties under the present Agreement;

(h) “the Headquarters district”, throughout the Headquarters Agreement of the United Nations Volunteers Programme, shall be deemed to mean the Headquarters of the Convention Secretariat.

3. Without prejudice to the provisions in article 21 of the Headquarters Agreement of the United Nations Volunteers Programme, arrangements shall also be made to ensure that visas, entry permits or licences, where required for persons entering the host country on official business of the Convention, are delivered at the port of entry to the Federal Republic of Germany, to those persons who were unable to obtain them elsewhere prior to their arrival.

Article 4

LEGAL CAPACITY

1. The Convention Secretariat shall possess in the host country the legal capacity:

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

2. For the purpose of this article, the Convention Secretariat shall be represented by the Executive Secretary.

Article 5

IMMUNITY OF PERSONS ON OFFICIAL BUSINESS OF THE CONVENTION

Without prejudice to the pertinent provisions of the Headquarters Agreement of the United Nations Volunteers Programme, all persons invited to participate in the official business of the Convention shall enjoy 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 to be accorded after termination of their business. They shall also be accorded inviolability for all papers and documents.

Article 6

FINAL PROVISIONS

1. The provisions of this Agreement shall be complementary to the provisions of the Headquarters Agreement of the United Nations Volunteers Programme. Insofar as any provision of this Agreement and any provision of the Headquarters Agreement of the United Nations Volunteers Programme relate to the same subject matter, each of those provisions shall be applicable and neither shall narrow the effect of the other.

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

3. The present Agreement shall cease to be in force twelve months after any of the Parties gives notice in writing to the others of its decision to terminate the

Agreement. This Agreement shall, however, remain in force for such additional period as might be necessary for the orderly cessation of activities of the Convention Secretariat in the Federal Republic of Germany and the disposition of its property therein, and the resolution of any dispute between the Parties to the present Agreement.

4. (a) Any bilateral dispute between any two of the Parties concerning the interpretation or application of this Agreement or the regulations of the United Nations Volunteers Programme which cannot be settled amicably shall be submitted, at the request of either party to the dispute, to an arbitral tribunal, composed of three members. Each party shall appoint one arbitrator and the two arbitrators thus appointed shall together appoint a third arbitrator as their chairman. If one of the parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from the other party to make such an appointment, the other party may request the President of the International Court of Justice to make the necessary appointment. If the two arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the third arbitrator, either party may invite the President of the International Court of Justice to make the necessary appointment.

(b) Any dispute among the three Parties concerning the interpretation or application of this Agreement or the regulations of the United Nations Volunteers Programme which cannot be settled amicably shall be submitted, at the request of any party to the dispute, to an arbitral tribunal, composed of five members. Each party shall appoint one arbitrator and the three arbitrators thus appointed shall together appoint fourth and fifth arbitrators and the first three shall jointly designate either the fourth or the fifth arbitrator as chairman of the arbitral tribunal. If any of the parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from another party to make such an appointment, such other party may request the President of the International Court of Justice to make any necessary appointments. If the three arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the fourth or fifth arbitrator or designation of the chairman, any party may invite the President of the International Court of Justice to make any necessary appointments or designation.

(c) The Parties shall draw up a special agreement determining the subject of the dispute. Failing the conclusion of such an agreement within a period two months from the date on which arbitration was requested, the dispute may be brought before the arbitral tribunal upon the application of any Party. Unless the Parties decide otherwise, the arbitral tribunal shall determine its own procedure. The expenses of the arbitration shall be borne by the parties as assessed by the arbitrators. The arbitral tribunal shall reach its decision by a majority of votes on the basis of the applicable rules of international law. In the absence of such rules, it shall decide *ex aequo et bono*. The decision shall be final and binding on the parties to the dispute, even if rendered in default of one or two of the parties to the dispute.

5. The provisions of this Agreement shall be applied provisionally as from the date of signature, as appropriate, pending the fulfilment of the formal requirements for its entry into force referred to in paragraph 6 below.

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

DONE in Bonn, on 18 August 1998, in triplicate, in the German and the English languages, both texts being equally authentic.

*For the Secretariat of the United Nations
Convention to Combat Desertification:*

[Signature]

Hama Arba DIALLO
Executive Secretary

*For the Government of the Federal
Republic of Germany:*

[Signature]

Hans-Friedrich VON PLOETZ
State Secretary
of the Federal Foreign Office

For the United Nations:

[Signature]

Sharon CAPELING-ALAKIJA
Executive Coordinator
United Nations Volunteers

- (I) Exchange of letters concerning an arrangement between the United Nations and the Government of Slovakia constituting an agreement regarding the Seminar on Improving Working Conditions and Increasing Productivity in Forestry, and the twenty-second session of the joint FAO/ECE/ILO Committee on Forest Technology, Management and Training, of the Economic Commission for Europe, to be held in Banská Štiavnica from 9 to 11 September and in Zvolen from 14 to 16 September 1998. Geneva, 25 August and 3 September 1998¹⁵

I

LETTER FROM THE UNITED NATIONS

25 August 1998

Madam,

I have the honour to give you below the text of arrangements between the United Nations and the Government of Slovakia (hereinafter referred to as "the Government") in connection with the Seminar on Improving Working Conditions and Increasing Productivity in Forestry, and the twenty-second session of the Joint FAO/ECE/ILO Committee on Forest Technology, Management and Training, of the Economic Commission for Europe, to be held, at the invitation of the Government, respectively in Banská Štiavnica from 9 to 11 September 1998 and in Zvolen from 14 to 16 September 1998.

"Arrangements between the United Nations and the Government of Slovakia regarding the Seminar on Improving Working Conditions and Increasing Productivity in Forestry, and the twenty-second session of the joint FAO/ECE/ILO Committee on Forest Technology, Management and Training, of the Economic Commission for Europe, to be held respectively in Banská Štiavnica from 9 to 11 September and in Zvolen from 14 to 16 September 1998

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

"2. In accordance with paragraph 17 of General Assembly resolution 47/202 A of 22 December 1992, the Government will assume responsibility

for any supplementary expenses arising directly or indirectly from the Meetings, namely:

(a) To supply to all FAO/ECE/ILO staff members who are to be brought to Banská Štiavnica and Zvolen, air tickets, economy class, Geneva-Bratislava-Geneva, to be used on the airlines that cover this itinerary, and onward travel to Banská Štiavnica and Zvolen;

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

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

"4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (a) injury to person or damage to property in conference or office premises provided for the Meetings; (b) the transportation provided by the Government; and (c) the employment for the Meetings of personnel provided or arranged by the Government; and the Government shall hold the United Nations harmless in respect of any such action, claim or other demand.

"5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which Slovakia is a party, shall be applicable to the Meetings, in particular:

(a) Experts on mission for the United Nations in connection with the Meetings shall enjoy the privileges and immunities provided under articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Meetings shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(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 Meetings shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meetings;

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

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

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

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

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

“9. These arrangements shall also apply to the Study Tour being arranged in conjunction with the Seminar, on 12 and 13 September 1998.”

*
* *

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the United Nations and the Government of Slovakia which shall enter into force on the date of your reply and shall remain in force for the duration of the Meetings and for such additional period as is necessary for its preparation and winding up.

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

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF SLOVAKIA TO THE UNITED NATIONS

3 September 1998

Sir,

I have the honour to transmit to you the answer concerning the text of arrangements between the United Nations and the Government of the Slovak Republic.

The Government of the Slovak Republic agrees with the text of the “Arrangements between the United Nations and the Government of Slovakia regarding the Seminar on Improving Working Conditions and Increasing Productivity in Forestry, and the twenty-second session of the Joint FAO/ECE/ILO Committee on Forest Technology, Management and Training, of the Economic Commission for Europe, to be held respectively in Banská Štiavnica from 9 to 11 September and in Zvolen from 14 to 16 September 1998” and the Ministry of Agriculture of the Slovak Republic will be responsible for the implementation of these arrangements.

The Government of the Slovak Republic also confirms that the “Agreement between the United Nations and the Government of Slovakia” will enter into force

on the date of this letter and shall remain in force for the duration of the Meetings and for such additional period as is necessary for its preparation and winding up.

(Signed) Maria KRASNOHORSKÁ
Ambassador
Permanent Representative

- (m) Exchange of letters constituting an agreement between the United Nations and the Government of Botswana concerning the arrangements for the Workshop on the United Nations/Sida International Training Course on Remote Sensing for Educators, Gaborone, 18 to 21 October 1998. Vienna, 11 September and 13 October 1998¹⁶

I

LETTER FROM THE UNITED NATIONS

11 September 1998

I have the honour to refer to the recommendations of the Second United Nations Conference on the Exploration and Peaceful Uses of Outer Space (UNISPACE 82). In accordance with those recommendations, the United Nations Office for Outer Space Affairs has, during the past eight years, organized as an activity of its Space Applications Programme, in cooperation with the Swedish International Development Cooperation Agency (Sida) and Stockholm University, an annual training course on remote-sensing education for educators. This programme was once again hosted by the Government of Sweden in 1998, pursuant to General Assembly resolution 52/56 of 10 December 1997.

As a follow-up to this annual training course, the United Nations has received with appreciation an offer from the Department of Environmental Sciences at the University of Botswana to host the above-mentioned Workshop, which has as its main objective the evaluation of the experiences of past participants of the training course and the subsequent determination of the future direction of the course. The Workshop specifically targets past participants from Africa who have attended the course during the years 1990 to 1996, and will be co-sponsored by the Swedish International Development Cooperation Agency (Sida) and the United Nations Space Applications Programme.

The Swedish International Development Cooperation Agency (Sida), on behalf of the Government of Sweden, and the Office for Outer Space Affairs, on behalf of the United Nations, will finance the travel of a maximum of forty-five (45) participants from Africa to the Workshop.

In addition, the Swedish International Development Cooperation Agency (Sida), on behalf of the Government of Sweden, will provide room, board, local transportation and an allowance for incidental expenses for a maximum of forty-five (45) participants from Africa to the Workshop.

In order to facilitate the holding of this Workshop in Gaborone from the 18 to 21 October 1998, with the present letter I seek your Government's agreement to the following:

1. The Convention on the Privileges and Immunities of the United Nations of 13 February 1946, and the Convention on the Privileges and Immunities of the

Specialized Agencies of 21 November 1947 shall be applicable in respect of the Workshop.

2. Without prejudice to the provisions of the Conventions on the Privileges and Immunities of the United Nations and of the Specialized Agencies, all participants and persons performing functions in connection with the Workshop shall enjoy such facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Workshop.

3. Personnel provided by the University of Botswana and any other locally employed personnel pursuant to this Agreement shall enjoy immunity from legal process in respect of words, spoken or written, and any act performed by them in their official capacity in connection with the Workshop.

4. All participants and all persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from Botswana. Upon presentation by the United Nations of a list of participants well in advance, visas and entry permits, where required, shall be granted free of charge and as promptly as possible.

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

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

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

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF BOTSWANA TO THE UNITED NATIONS

13 October 1998

Dear Sir,

*Workshop on the United Nations/Sida International Training Course on
Remote Sensing for Educators, Gaborone, 18-21 October 1998*

I have the honour to refer to your letter of 11 September 1998 concerning the above-captioned subject. It is my pleasure to inform that the Government of the

Republic of Botswana agrees to your proposal as contained in paragraphs 5 and 6 of that letter.

(Signed) Legwaila J. M. J. LEGWAILA
Ambassador, Permanent Representative

- (n) Exchange of letters constituting an agreement between the United Nations and the Government of Romania on the United Nations Regional Preparatory Conference for Eastern Europe on the Third United Nations Conference on the Exploration and Peaceful Uses of Outer Space (UNISPACE III Conference), Bucharest, 25 to 29 January 1999. Vienna, 30 September and 23 October 1998¹⁷

I

LETTER FROM THE UNITED NATIONS

30 September 1998

Sir,

United Nations Regional Preparatory Conference for Eastern Europe on the Third United Nations Conference on the Exploration and Peaceful Uses of Outer Space (UNISPACE III Conference), in cooperation with the Government of Romania (Bucharest, 25-29 January, 1999)

In its resolution 52/56 of 10 December 1997, the General Assembly endorsed the recommendation of the Committee on the Peaceful Uses of Outer Space that the United Nations Programme on Space Applications should organize regional preparatory meetings for the UNISPACE III Conference. In organizing those meetings and other activities, account should be taken of the need to have the widest participation possible, including the participation of private industry.

As you are aware, the United Nations and the Government of Romania (the Government) have had discussions on the above-mentioned subject through the Permanent Mission of Romania to the United Nations, Vienna. The objective of the Conference will be to discuss matters of regional interest for the UNISPACE III Conference and to prepare recommendations for consideration by the Conference in July 1999.

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

A. *The United Nations*

1. The United Nations shall provide up to US\$ 20,000 to cover the costs of round-trip international air travel (economy class) to Bucharest, for 10 to 15 participants in need among nominees from developing countries in the Eastern Europe region.

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

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

B. Language and participation

1. The total number of participants will be limited to 120.
2. The official language of the Conference will be English.

C. The Government of Romania

1. The Government will act as host to the Preparatory Conference, which will be held in Bucharest.

2. The Government will also designate an official representing the Romanian Space Agency to act as liaison officer between the United Nations and the Government for making the necessary arrangements concerning the contributions described in the following paragraph.

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

(a) Room and board for up to ten participants from developing countries in the Eastern Europe region;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Privileges and immunities

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

1. (a) The Convention on the Privileges and Immunities of the United Nations (1946), ratified by Romania on 5 July 1956, shall be applicable in respect of the Conference. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Conference shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Conference shall be accorded the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies (1947).

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

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

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

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

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

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

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 Romania regarding the provision of host facilities by your Government for the Conference.

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

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF ROMANIA TO THE UNITED NATIONS, VIENNA

23 October 1998

Dear Mr. Director-General,

As you already know, the Romanian Government through the specialized agencies attaches great importance to hosting the United Nations Preparatory Conference for Eastern Europe on UNISPACE III (Bucharest, 25-29 January 1999).

Therefore, it is a great pleasure for me to inform you that my Government agrees with the proposals you made in your letter of 30 September 1998 on the arrangements of the above Conference.

(Signed) Traian CHEBELEU
Ambassador

- (o) Exchange of letters constituting an agreement between the United Nations and the Government of Greece concerning arrangements for the Athens Meeting of the Georgian and Abkhaz Sides on Confidence-Building Measures, from 16 to 18 October 1998. Georgia, 10 October 1998¹⁸

I

LETTER FROM THE UNITED NATIONS

10 October 1998

Excellency,

In keeping with the interest expressed by the Government of Greece in hosting the Meeting of the Georgian and Abkhaz Sides on Confidence-Building Measures,

part of the Geneva peace process, and based on agreements reached by Ambassador Liviu Bota, Special Representative of the Secretary-General for Georgia, with the Parties, the aforementioned Meeting is scheduled to take place in Athens from 16 to 18 October 1998.

The delegations of the Georgian and Abkhaz sides will consist of approximately twenty (20) members each. In addition, each delegation may bring up to three technical support staff.

The Meeting will also be attended by three representatives of the Russian Federation in its capacity as facilitator; and by one or two representatives each of the Organization for Security and Cooperation in Europe, and the countries composing the group of Friends of the Secretary-General—France, Federal Republic of Germany, Russian Federation, United Kingdom of Great Britain and Northern Ireland and United States of America.

The Executive Secretary of the Joint/Bilateral Coordination Commission will also attend.

The Special Representative of the Secretary-General will chair the Meeting and provide good offices. He will be assisted by his Deputy Head of the United Nations Observer Mission in Georgia; a Senior Political Adviser; a Political Affairs Officer and the Special Assistant to the Special Representative of the Secretary-General. The team of the Special Representative will also include two interpreters and one international secretary.

It is understood that the Government of Greece will provide accommodation and meals for all the participants, appropriate conference facilities, computers and other necessary equipment, local transportation and logistical back-up. The Meeting will be held, and all participants will be accommodated, in the hotel Astir Palace, Vouliagmeni. In addition, the Government of Greece will also pay for the services, including transportation, of the two international interpreters and one international secretary.

I wish with the present letter to propose that the following terms shall apply to the Meeting:

1. The 1946 Convention on the Privileges and Immunities of the United Nations (hereinafter referred to as “the General Convention”) and the 1961 Vienna Convention on Diplomatic Relations (hereinafter referred to as “the Vienna Convention”) shall be applicable *mutatis mutandis* to the Meeting and persons involved therein, as appropriate.

2. For the purpose of the General Convention, the premises provided by the Government of Greece for the Meeting shall be deemed to constitute premises of the United Nations in the sense of section 3 of the General Convention, and access thereto shall be subject to the authority and control of the United Nations. The premises shall be inviolable for the duration of the Meeting, including the preparatory stage and the winding-up.

3. All participants in the Meeting and persons performing services for the Meeting shall be accorded such privileges and immunities, exemptions and facilities and security coverage as are necessary for the independent exercise of their functions in connection with the Meeting.

4. The representatives or observers of States shall enjoy the privileges and immunities, exemptions and facilities accorded to diplomatic agents in accordance

with international law and in particular under the General Convention and the Vienna Convention. They shall, inter alia, enjoy:

- (a) Personal inviolability, including immunity from arrest or detention;
- (b) Immunity from criminal, civil and administrative jurisdiction in conformity with article 31 of the Vienna Convention;
- (c) Inviolability for all papers and documents;
- (d) The right to use codes and to receive papers and correspondence by courier or in sealed bags in accordance with article 27 of the Vienna Convention;
- (e) Exemption from immigration restrictions, alien registration or national service obligations;
- (f) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;
- (g) The same immunities and facilities in respect of their official and personal baggage as are accorded to diplomatic agents.

5. The representatives and/or observers of the Abkhaz authorities invited by the United Nations to participate in the Meeting shall be accorded the privileges, immunities and facilities as are enjoyed by experts on mission for the United Nations under articles VI and VII of the General Convention. They shall, inter alia, enjoy:

- (a) Immunity from personal arrest and detention and from seizure of their official and personal baggage;
- (b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the Meeting. Such immunity shall continue to be accorded after termination of the Meeting;
- (c) Inviolability for themselves, their residences and for all papers and documents;
- (d) Immunity from national service obligations;
- (e) Immunity from immigration restrictions and alien registration;
- (f) The right to use codes and to receive papers and correspondence by courier or in sealed bags;
- (g) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;
- (h) The same immunities and facilities in respect of their official and personal baggage as are accorded to diplomatic envoys.

6. The persons referred to in paragraph 5 above, during their stay in Greece in connection with the Meeting, shall not be prosecuted or subjected to any other restriction of their liberty by the competent authorities of Greece in respect of acts or convictions prior to their entry into the territory of Greece.

7. The privileges, immunities and facilities referred to in paragraph 5 above, except for the provisions of paragraph 5 (b), shall cease when any person entitled thereto, having had, for a period of fifteen (15) consecutive days from the date of the official closure of the Meeting, an opportunity to leave Greece, has nevertheless remained in the territory of Greece, or having left it, has returned, unless such return was required for the continuation of the Meeting.

8. Officials of the United Nations participating in or performing services for the Meeting, regardless of their nationality, shall be accorded the privileges, immunities and other facilities as provided for in articles V and VII of the General Convention.

9. Personnel provided by the Government of Greece for the servicing of the Meeting shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with the Meeting. They shall be accorded such other facilities as may be necessary for the independent exercise of their functions.

10. All persons referred to in paragraphs 4, 5 and 8 above shall be notified as such by the United Nations to the Government of Greece. They shall have the right of unimpeded entry into, exit from, and movement within Greece, as appropriate and for the purposes of the Meeting. They shall be granted facilities for speedy travel. Visas, entry/exit permits or licences, where required, shall be granted free of charge and as promptly as possible. Arrangements shall also be made to ensure that visas and entry permits for the duration of the Meeting are delivered at the airport of arrival for those participants who were unable to obtain them prior to their arrival.

11. The Government of Greece shall recognize and accept the United Nations laissez-passer as a valid travel document.

12. The competent authorities of Greece shall take effective and adequate actions which may be required to ensure the appropriate security, safety and protection of persons referred to in this Agreement, indispensable for the effective functioning of the Meeting in an atmosphere of security and tranquillity and free from interference of any kind. The Government shall furnish such police protection as may be required. While such police services shall be under the direct supervision and control of a senior officer provided by the Government, this officer shall work in close cooperation with a designated senior official of the United Nations.

13. The Government of Greece shall ensure that adequate accommodation in hotels or residences is available for persons, other than those mentioned above, who might attend the Meeting.

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

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

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

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

(c) The employment for the Meeting of the personnel provided by the Government;

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

16. Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement that is not settled by negotiation

or other agreed mode of settlement shall be referred at the request of either Party for final decision to a tribunal of three arbitrators, one to be named by the Secretary-General of the United Nations, one to be named by the Government and the third, who shall be the chairman, to be chosen by the first two; if either Party fails to appoint an arbitrator within sixty (60) days of the appointment by the other Party, or if these two arbitrators should fail to agree on the third arbitrator within sixty (60) days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either Party. However, any such dispute that involves a question regulated by the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with section 30 of that Convention.

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 Greece regarding the provision of host facilities by your Government for the Athens Meeting of the Georgian and Abkhaz Sides on Confidence-Building Measures, under the auspices of the United Nations.

(Signed) Liviu BOTA
Special Representative of the Secretary-General for Georgia

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF GREECE TO THE UNITED NATIONS

10 October 1998

Your Excellency,

I have the pleasure to acknowledge the receipt of your letter dated 10 October 1998.

Availing myself of this opportunity, I would also like to confirm that the Hellenic Government fully agrees with the content of this letter.

(Signed) Tassos KRIEKOUKIS
*Ambassador Extraordinary
and Plenipotentiary of Greece*

- (p) Agreement between the United Nations and the Government of the People's Democratic Republic of Algeria on the status of the United Nations Mission for the Referendum in Western Sahara. Signed at New York on 3 November 1998¹⁹

I

DEFINITIONS

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

- (a) "MINURSO" means the United Nations Mission for the Referendum in Western Sahara, established in accordance with Security Council resolution 690 (1991) of 20 April 1991 and the mandate of which has been extended by various

Security Council resolutions, the most recent being resolution 1204 (1998) of 30 October 1998. MINURSO was strengthened pursuant to Security Council resolution 1148 (1998) of 26 January 1998. It comprises:

- (i) The “Special Representative” appointed by the Secretary-General of the United Nations. Except in paragraph 29 below, any reference in the present Agreement to the Special Representative shall also include any member of MINURSO to whom the Special Representative may have delegated his authority;
 - (ii) The “civilian component”, made up of United Nations officials and of personnel provided by participating States at the request of the Secretary-General;
 - (iii) The “military component”, made up of military and civilian personnel provided by participating States at the request of the Secretary-General;
 - (iv) The “security component”, made up of civilian police officers made available to MINURSO by participating States at the request of the Secretary-General;
- (b) “mission area” means the Territory of Western Sahara and designated sites in neighbouring countries in which MINURSO is performing any of its functions; any reference in this Agreement to the mission area means such sites, main roads and air traffic lanes necessary for the conduct of MINURSO activities as have been identified jointly by the Government of the People’s Democratic Republic of Algeria and the Special Representative in the Tindouf administrative district;
- (c) “member of MINURSO” means any member of the civilian or military component or the security component;
- (d) “participating State” means a State contributing personnel, services, equipment, provisions, supplies, stores and other goods to the civilian or military component or the security component of MINURSO;
- (e) “the Government” means the Government of the People’s Democratic Republic of Algeria;
- (f) “the Convention” means the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946;
- (g) “contractors” means individuals or legal entities and their employees and subcontractors, other than members of MINURSO, whom the United Nations hires to provide services and/or to supply equipment, provisions, stores and other goods to support MINURSO activities. Such contractors shall not be considered third-party beneficiaries within the meaning of the present Agreement;
- (h) “vehicles” means civilian and military vehicles used by the United Nations and operated by members of MINURSO and by contractors hired to support MINURSO activities;
- (i) “vessels” means civilian and military vessels used by the United Nations and operated by members of MINURSO and by contractors hired to support MINURSO activities;
- (j) “aircraft” means civil and military aircraft used by the United Nations and operated by members of MINURSO and by contractors hired to support MINURSO activities.

II

APPLICATION OF THE PRESENT AGREEMENT

2. Subject to the provisions of paragraphs 5 and 6 below, taking into account the obligations of MINURSO and of the Government and unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to MINURSO or to any member or contractor thereof apply in the mission area.

III

APPLICATION OF THE CONVENTION

3. MINURSO, its property, funds and assets, and its members, including the Special Representative, shall enjoy the privileges and immunities specified in the present Agreement as well as those provided for in the Convention, to which Algeria is a party.

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

IV

STATUS OF MINURSO

5. MINURSO and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the provisions and the spirit of the present Agreement. MINURSO and its members shall respect all local laws and regulations. The Special Representative shall take all appropriate measures to ensure the observance of those obligations.

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

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

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

(b) The Government undertakes to treat MINURSO military personnel at all times in a manner fully consistent with the principles and rules of international conventions applicable to the treatment of military personnel. Such international conventions include the four Geneva Conventions of 12 August 1949 and the Protocols Additional thereto of 8 June 1977.

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

United Nations flag and vehicle markings

9. The Government recognizes the right of MINURSO to display within the mission area the United Nations flag on its camps or other premises, ve-

hicles, vessels and otherwise as decided by the Special Representative. Other flags or pennants may be displayed only in exceptional cases and subject to the Government's express consent.

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

Communications

11. MINURSO shall enjoy the facilities with respect to communications provided in article III of the Convention and shall, in coordination with the Government, use such facilities as may be required for the performance of its task. Issues with respect to communications which may arise and which are not specifically provided for in the present Agreement shall be dealt with pursuant to the relevant provisions of the Convention.

12. Subject to the provisions of paragraph 11:

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

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

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

Travel and transport

13. MINURSO and its members shall enjoy, together with its contractors, vehicles, vessels, aircraft and equipment, freedom of movement throughout the mis-

sion area. That freedom shall, with respect to large movements of personnel, stores, vehicles or aircraft through airports or on railways or roads used for general traffic within the mission area, be coordinated with the Government. The Government undertakes to supply MINURSO, where necessary, with maps and other information, including locations of minefields and other dangers and impediments, which may be useful in facilitating its movements.

14. MINURSO vehicles shall not be subject to registration or licensing by the Government, provided that all such vehicles shall have identification documents drawn up by the United Nations and shall carry the third-party insurance required by relevant legislation.

15. MINURSO and its members, together with its contractors, vehicles, vessels and aircraft, may use roads, bridges, canals and other waters, port facilities and airfields without the payment of dues, tolls or charges, including wharfage charges. However, MINURSO will not claim exemption from charges which are in fact charges for services rendered.

Privileges and immunities of MINURSO

16. MINURSO, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations in accordance with the Convention. The provision of article II of the Convention which applies to MINURSO shall also apply to the property, funds and assets of participating States used in connection with the national contingents serving in MINURSO, as provided for in paragraph 4 of the present Agreement. The Government recognizes the right of MINURSO in particular:

(a) To import, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of MINURSO or for resale in the commissaries provided for hereinafter;

(b) To establish, maintain and operate commissaries in its camps and posts for the benefit of its members, but not of locally recruited personnel or of contractors. Such commissaries may provide goods of a consumable nature and other articles to be specified in advance. The Special Representative shall take all necessary measures to prevent abuse of such commissaries and the sale or resale of such goods to persons other than members of MINURSO, and he shall give sympathetic consideration to observations or requests of the Government concerning the operation of the commissaries;

(c) To clear ex customs and excise warehouse, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of MINURSO or for resale in the commissaries provided for above;

(d) To re-export or otherwise dispose of such equipment, as far as it is still usable, all unconsumed provisions, supplies and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities or to an entity nominated by them.

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

V

FACILITIES FOR MINURSO AND ITS CONTRACTORS

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

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

19. The Government undertakes to assist MINURSO as far as possible in obtaining and making available, where applicable, water, electricity and other facilities free of charge, or, where this is not possible, at the most favourable rate, and in the case of interruption or threatened interruption of service, to give as far as is within its powers the same priority to the needs of MINURSO as to essential government services. Where such utilities or facilities are not provided free of charge, payment shall be made by MINURSO on terms to be agreed with the competent authority. MINURSO shall be responsible for the maintenance and upkeep of facilities so provided.

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

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

Provisions, supplies and services and sanitary arrangements

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

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

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

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

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

Recruitment of local personnel

27. MINURSO may recruit locally such personnel as it requires. Upon the request of the Special Representative, the Government undertakes to facilitate the recruitment of qualified local staff by MINURSO and to accelerate the process of such recruitment.

Currency

28. MINURSO shall use Algerian dinars in the mission area.

VI

STATUS OF THE MEMBERS OF MINURSO

Privileges and immunities

29. The Special Representative, the Deputy Special Representative, the Force Commander of the military component, the Police Commissioner in charge of the security component and such high-ranking members of the Special Representative's staff as may be agreed upon with the Government shall have the status specified in sections 19 and 27 of the Convention, provided that the privileges and immunities therein referred to shall be those accorded to diplomatic envoys by international law.

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

31. Military observers, members of the security component and civilian personnel other than United Nations officials whose names are for the purpose notified to the Government by the Special Representative shall be considered as experts on mission within the meaning of articles VI and VII of the Convention.

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

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

34. Members of MINURSO shall be exempt from taxation on the pay and emoluments received from the United Nations or from a participating State and any income received from outside the mission area. They shall also be exempt from all

other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

35. Members of MINURSO shall have the right to import free of duty their personal effects in connection with their arrival in the mission area. They shall be subject to the laws and regulations of Algeria governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in the mission area with MINURSO. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of MINURSO, including the military component, upon prior written notification. On departure from the mission area, members of MINURSO may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Special Representative certifies were received in pay and emoluments from the United Nations or from a participating State and are a reasonable residue thereof. Special arrangements shall be made for the implementation of the present provisions in the interests of the Government and the members of MINURSO.

36. The Special Representative shall cooperate with the Government and shall render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of Algeria by the members of MINURSO, in accordance with the present Agreement.

Entry, residence and departure

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

38. The Government undertakes to facilitate the entry into and departure from the mission area of the Special Representative and of the members of MINURSO, and shall be kept informed of such movement. To this end, the Government shall expedite the issuance without charge of visas for the Special Representative and members of MINURSO. Members of MINURSO must have identification documents issued by the United Nations while in the mission area and current passports with movement orders issued by the United Nations for all departures from and entries into Algerian territory. The Special Representative and members of MINURSO shall be exempt from immigration inspection and restrictions on entering or departing from the mission area. They shall also be exempt from any regulations governing the residence of aliens in the mission area, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in the mission area.

39. For the purpose of such entry or departure, members of MINURSO shall only be required to have: (a) an individual or collective movement order issued by or under the authority of the Special Representative or any appropriate authority of a participating State; and (b) a personal identity card issued in accordance with paragraph 40 of the present Agreement, except in the case of first entry, when the personal identity card issued by the appropriate authorities of a participating State shall be accepted in lieu of the said identity card.

Identification

40. The Special Representative shall issue to each member of MINURSO before or as soon as possible after such member's first entry into the mission area,

as well as to all locally recruited personnel and to contractors, a numbered identity card, which shall show full name, date of birth, title or rank, service (if appropriate) and photograph. Except as provided for in paragraph 39 of the present Agreement, such identity card shall be the only document required of a member of MINURSO.

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

Uniform and arms

42. Military members and civilian police members of MINURSO shall wear, while performing official duties, the national military or police uniform of their respective States with standard United Nations accoutrements. United Nations Security Officers and Field Service Officers may wear the United Nations uniform. The wearing of civilian dress by the above-mentioned members of MINURSO may be authorized by the Special Representative at other times. Military members and civilian police members of MINURSO and United Nations Security Officers designated by the Special Representative may possess and carry their service weapons in the mission area while on duty in accordance with their orders.

Permits and licences

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

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

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

Military police, arrest and transfer of custody and mutual assistance

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

47. The military police of MINURSO shall have the power of arrest in the mission area over the military members of MINURSO. Military personnel placed under arrest outside their own contingent areas shall be transferred to their contingent commander for appropriate disciplinary action. The personnel mentioned in paragraph 46 above may take into custody any other person who commits an offence or creates a disturbance on the premises of MINURSO. Such other person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with the offence or disturbance on such premises.

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

- (a) When so requested by the Special Representative; or
- (b) When such a member of MINURSO is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any weapons or other item seized, to the nearest appropriate representative of MINURSO, whereafter the provisions of paragraph 53 shall apply *mutatis mutandis*.

49. When a person is taken into custody under paragraph 47 or paragraph 48 (b), MINURSO or the Government, as the case may be, may make a preliminary interrogation but may not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

50. MINURSO and the Government shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return within a period of time specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 47 to 49.

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

Jurisdiction

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

53. Should the Government consider that any member of MINURSO has committed a criminal offence, it shall promptly inform the Special Representative and present to him any evidence available to it. Subject to the provisions of paragraph 29:

- (a) If the accused person is a member of the civilian component or a member of the security component or a civilian member of the military component, the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be insti-

tuted. Failing such agreement, the question shall be resolved as provided in paragraph 59 of the present Agreement;

(b) Military members of the military component of MINURSO shall be subject to the exclusive jurisdiction of their respective participating States in respect of any criminal offences which may be committed by them in the mission area.

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

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

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. If the Special Representative certifies that a member of MINURSO is unable because of official duties or authorized absence to protect his interests in the proceeding, the court shall at the defendant's request suspend the proceeding until the elimination of the disability, but for not more than 90 days. Property of a member of MINURSO that is certified by the Special Representative to be needed by the defendant for the fulfilment of his official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of MINURSO shall not be restricted in a civil proceeding, whether to enforce a judgement, decision or order, to compel an oath or for any other reason.

Deceased members

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

VII

LIMITATIONS ON THE LIABILITY OF THE UNITED NATIONS

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

VIII

SETTLEMENT OF DISPUTES

57. Except as provided in paragraph 59, any dispute or claim of a private law character, not relating to damage attributable to the operational necessity of MINURSO, to which MINURSO or a member thereof is a party and over which the

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

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

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

60. All differences between the United Nations and the Government arising out of the interpretation or application of the present arrangements which involve a question of principle concerning the Convention shall be dealt with in accordance with the procedure of section 30 of the Convention.

IX

SUPPLEMENTAL ARRANGEMENTS

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

X

LIAISON

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

XI

MISCELLANEOUS PROVISIONS

63. Wherever the present Agreement refers to the privileges, immunities and rights of MINURSO and to the facilities the Government undertakes to provide to

MINURSO and contractors, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities.

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

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

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

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

DONE at New York, on 3 November 1998, in duplicate in the Arabic and French languages, both texts being equally authentic.

For the United Nations:

[Signature]

Mr. BERNARD MIYET

Under-Secretary-General

Department of

Peacekeeping Operations

For the Government of the People's

Democratic Republic of Algeria:

[Signature]

H.E. Mr. Abdallah BAALI

Ambassador Extraordinary and Plenipotentiary

Permanent Representative to the United Nations

(g) Memorandum of Understanding between the United Nations and the Federal Government of Austria for the loan of prison staff to the International Tribunal for the Former Yugoslavia. Signed at The Hague on 4 November 1998²⁰

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

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

Whereas by her letter of 27 March 1997 to diplomatic missions of all States Members of the United Nations, the Registrar of the International Tribunal requested the assistance of States in providing, on either a reimbursable or a non-reimbursable loan, the services of qualified prison staff,

And whereas the Federal Government of Austria (hereinafter “the Government”), in response to the Registrar’s request, offered to make available to the International Tribunal, on a reimbursable basis, the services of qualified penitentiary personnel to assist in the operation of the detention facilities of the International Tribunal (hereinafter “the Detention Unit”),

Now therefore the United Nations and the Government (hereinafter “the Parties”) have agreed as follows.

Article I

OBLIGATIONS OF THE GOVERNMENT

1. The Government shall provide to the International Tribunal for the duration and purpose of this Agreement the services of qualified penitentiary personnel (hereinafter “the loaned personnel”), listed in annex I hereto, to serve as prison officers and guards for the Detention Unit. Changes and modifications to the annex may be made with the agreement of the Parties.

2. The Government shall be responsible for all salaries, including overtime, social security benefits and travel to and from the place of residence to the site of the Detention Unit of the loaned personnel, subject to reimbursement by the United Nations as hereinafter provided.

3. The Government undertakes to ensure that during the entire period of service under this Agreement, the loaned personnel are covered by adequate medical and life insurance as well as insurance coverage for service-incurred illness, disability or death, as required by applicable Austrian law.

4. The International Tribunal shall retain the right to decide upon the suitability of the loaned personnel and may, upon one month’s written notice, terminate the services of any of the loaned personnel following their assignment to the International Tribunal.

Article II

OBLIGATIONS OF THE UNITED NATIONS

1. The United Nations shall provide the loaned personnel with office space, uniforms, equipment and other resources necessary to carry out the tasks assigned to them at the Detention Unit.

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

Article III

REIMBURSEMENT

1. The International Tribunal shall pay the Government for the services of the loaned personnel, on the basis of 68,620.– Netherlands guilders per person per year, prorated on a monthly basis, according to the services performed.

2. Payment shall be made in arrears. The first payment shall be due on 31 May 1999. No additional or further payments shall be due in respect of the loaned personnel.

Article IV

OBLIGATIONS OF THE LOANED PERSONNEL

1. The Government agrees to the terms and obligations specified below, and shall, as appropriate, ensure that the loaned personnel performing services under this Agreement comply with these obligations:

(a) The loaned personnel shall perform their functions under the authority and in full compliance with the instructions of the Registrar and the Commanding Officer of the Detention Unit, and any person acting on their behalf;

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

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

(d) The loaned personnel shall comply with all rules, regulations, instructions, procedures or directives issued by the International Tribunal;

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

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

2. The primary place of duty of the loaned personnel will be the Detention Unit. The loaned personnel may also be required by the Registrar or the Commanding Officer of the Detention Unit to assist with additional duties at other premises within the control or jurisdiction of the International Tribunal.

Article V

LEGAL STATUS OF THE LOANED PERSONNEL

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

2. The loaned personnel shall be considered "persons performing missions for the Tribunal". Persons performing missions for the Tribunal shall enjoy the privileges, immunities and facilities under articles VI and VII of the General Convention, which are necessary for the independent exercise of their duties for the Tribunal. The right and the duty to waive the immunity in any particular case where it can be waived without prejudice to the administration of justice by the Tribunal and the purpose for which it is granted, shall lie with the President of the Tribunal after consultation with the Austrian Government.

Article VI

CONSULTATION

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

Article VII

SETTLEMENT OF DISPUTES

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

Article VIII

ENTRY INTO FORCE, DURATION AND TERMINATION

This Agreement shall enter into force upon 10 (ten) days from the date of the signature thereof, and shall remain in force until 31 May 1999, unless terminated earlier by either Party upon one month's written notice to the other Party. The Agreement may be extended with the consent of both Parties on the same conditions and for a further agreed period.

Article IX

AMENDMENT

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

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

DONE at The Hague, this fourth day of November in the year 1998, in two originals in the English language.

For the United Nations:

[Signature]

JEAN JACQUES HEINTZ

Deputy Registrar

International Tribunal

for the Former Yugoslavia

For the Federal Government of Austria:

[Signature]

ALEXANDER CHRISTIANI

Ambassador of Austria

to the Netherlands

- (r) Agreement between the United Nations and the Government of Canada concerning the privileges, immunities and other facilities of the United Nations officials servicing the Secretariat of the Multilateral Fund for the Implementation of the 1987 Montreal Protocol on Substances that Deplete the Ozone Layer. Signed at Cairo on 23 November 1998²¹

The United Nations and the Government of Canada, hereinafter referred to as the "Parties",

Whereas in accordance with the decision taken by the first meeting of the States parties to the Vienna Convention for the Protection of the Ozone Layer (Helsinki, 26-28 April 1989), the United Nations Environment Programme has been requested to carry out secretariat functions for the Secretariat of the Vienna Convention and 1987 Montreal Protocol on Substances that Deplete the Ozone Layer,

Whereas in accordance with the decisions taken by the States parties to the 1987 Montreal Protocol at their second meeting (London, 27-29 June 1990) and their fourth Meeting (Copenhagen, 23-25 November 1992) and by the Executive Committee of the Multilateral Fund for the Implementation of the Montreal Protocol

at its first meeting in Montreal (19-21 September 1990), the Government of Canada offered to host the Secretariat of the Multilateral Fund and to cover any additional costs of its location and operation in Canada, relative to the cost associated with the headquarters of the United Nations Environment Programme and to adjust these costs on an annual basis,

Whereas the Multilateral Fund has been made operative by the Executive Committee as from 1 January 1991,

Whereas the Convention on the Privileges and Immunities of the United Nations, to which Canada has been a party since 22 January 1948, applies to United Nations officials servicing the Secretariat of the Multilateral Fund,

Whereas the Government of Canada has agreed to ensure the availability of all the necessary facilities for United Nations officials to perform their functions in connection with the Multilateral Fund, and

Whereas the United Nations and the Government of Canada desire to conclude an Agreement to regulate matters resulting from the establishing in Montreal and operating in Canada of the Secretariat of the Multilateral Fund,

Have agreed as follows:

Article 1

DEFINITIONS

In this Agreement:

(a) “Multilateral Fund” means the Multilateral Fund for the Implementation of the 1987 Montreal Protocol on Substances that Deplete the Ozone Layer and its amendments;

(b) “Secretariat” means the Secretariat of the Multilateral Fund;

(c) “officials of the Secretariat” means United Nations officials assigned by the United Nations to service the Secretariat, irrespective of nationality, with the exception of those who are recruited locally and are assigned to hourly rates; and

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

Article 2

PRIVILEGES AND IMMUNITIES OF OFFICIALS OF THE SECRETARIAT

The officials of the Secretariat shall enjoy in Canada the following privileges and immunities:

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

(b) Exemption from taxation on the salaries and emoluments paid to them by the Multilateral Fund;

(c) Immunity for themselves, their spouses and relatives dependent on them from immigration restrictions and alien-registration procedures;

(d) Immunity from national service obligations;

(e) The same repatriation facilities in time of international crisis for themselves, their spouses and relatives dependent on them as are accorded to diplomatic agents;

(f) The same exchange facilities as are accorded to officials of comparable rank forming part of diplomatic missions in Canada; and

(g) The right to import free of duty their furniture and effects, including motor vehicles, at the time of first entry into Canada, or in the case of former residents of Canada returning to Canada to resume residence in Canada after having been residents of another country, the right, subject to the applicable legislation, to import free of duty their furniture and effects, including motor vehicles, at the time of their return to Canada.

Article 3

DIPLOMATIC PRIVILEGES, IMMUNITIES AND FACILITIES

1. In addition to the immunities and privileges specified in article 2, the Chief Officer, and his or her spouse and relatives dependent on him or her, unless they are Canadian citizens or are permanent residents in Canada as defined by applicable Canadian legislation, shall be accorded the same privileges, immunities and facilities as are enjoyed by diplomatic agents and their families in Canada.

2. In addition to the immunities and privileges specified in article 2, officials of the Secretariat belonging to senior categories determined by the Chief Officer in consultation with the Secretary-General of the United Nations and accepted by the Government of Canada, and their spouses and relatives dependent on them, unless they are Canadian citizens or are permanent residents in Canada as defined by applicable Canadian legislation, shall be accorded the privileges, immunities and facilities as are granted to diplomatic agents of comparable rank in Canada.

Article 4

EMPLOYMENT OF DEPENDANTS

Dependants of officials of the Secretariat shall, upon application, receive authorization for employment in Canada.

Article 5

WAIVER OF IMMUNITIES

Privileges and immunities are granted to officials of the Secretariat in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General of the United Nations shall have the right and the duty to waive the immunity of any United Nations official in any case where, in his opinion, the immunity would impede the course of justice and could be waived without prejudice to the interests of the United Nations.

Article 6

RESPECT FOR THE LAWS AND REGULATIONS OF CANADA

1. Without prejudice to their privileges and immunities, it is the duty of all officials of the Secretariat to respect the laws and regulations of Canada. They also have a duty not to interfere in the internal affairs of Canada.

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

Article 7

NOTIFICATION PROCEDURE

The Chief Officer shall promptly notify the Minister for Foreign Affairs of Canada of the names and categories of persons referred to in this Agreement and any change in their status.

Article 8

IDENTITY CARD AND UNITED NATIONS LAISSEZ-PASSER

1. The Government of Canada shall provide all officials of the Secretariat with an identity card certifying their status under this Agreement.

2. The Government of Canada shall recognize and accept United Nations laissez-passers held by officials of the Secretariat as valid travel documents. Visas, where required, shall be granted free of charge and as promptly as possible.

Article 9

SETTLEMENT OF DISPUTES

1. Without prejudice to article VIII of the Convention, any dispute concerning the interpretation or implementation of this Agreement that is not settled by negotiation or other agreed method of settlement shall, at the request of either Party, be referred to a tribunal of three arbitrators, one to be chosen by the Minister for Foreign Affairs of Canada, one to be named by the Secretary-General of the United Nations and the third to be appointed by the two arbitrators. If, within thirty days of the request for arbitration, either Party has not appointed an arbitrator or if, within fifteen days of the appointment of two arbitrators, the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator.

2. The procedure of arbitration shall be determined 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 disputes.

Article 10

FINAL PROVISIONS

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

2. This Agreement shall enter into force upon signature.

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

4. This Agreement shall continue in effect indefinitely.

5. This Agreement shall cease to be in force if the Secretariat of the Multilateral Fund is relocated from the territory of Canada, except for such provisions as may be applicable in connection with the orderly termination of the operations of the Secretariat of the Multilateral Fund in Canada.

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

DONE in duplicate at Cairo on this 23rd day of November 1998, in the English and the French languages, both texts being equally authentic.

For the United Nations:

[Signature]

Clauss TÖPFER

Executive Director of the United Nations

Environment Programme

United Nations Under-Secretary-General

for the Multilateral Fund

For the Government of Canada:

[Signature]

Marie-Andrée BEAUCHEMIN

Ambassador of Canada to Egypt

- (s) Exchange of letters constituting an agreement between the United Nations and the Government of Italy concerning arrangements for the Bethlehem 2000 International Conference organized by the Committee on the Exercise of the Inalienable Rights of the Palestinian People, to be held in Rome on 18 and 19 February 1999. New York, 28 and 30 December 1998²²

I

LETTER FROM THE UNITED NATIONS

28 December 1998

Excellency,

I have the honour to refer to resolution 52/50 on the “Question of Palestine” adopted by the General Assembly on 9 December 1997, in particular to paragraph 3 thereof, by which the Assembly requested the Secretary-General to ensure that the Division for Palestinian Rights of the Secretariat continued to discharge the tasks detailed in previous resolutions, in consultation with the Committee on the Exercise of the Inalienable Rights of the Palestinian People and under its guidance. Accordingly, the Committee included the organization of international events and regional meetings in its programme of work.

The Committee has received with appreciation the acceptance of Your Excellency’s Government to the holding in Rome on 18 and 19 February 1999 of the Bethlehem 2000 International Conference organized by the Committee on the Exercise of the Inalienable Rights of the Palestinian People. The number of persons who will participate in the Conference is expected to be about 200, and they will include representatives of States, including members and observers of the Committee, eminent personalities, parliamentarians, representatives of interested intergovernmental organizations, individuals drawn from the academic community and others interested in the subject, as well as representatives of non-governmental organizations. The public meetings of the Conference shall be open to representatives of information media accredited by the United Nations at its discretion.

The United Nations will make the required practical arrangements for the Conference. The Government of Italy shall make the necessary security arrangements to ensure the efficient functioning of the Conference without interference of any kind.

With the present letter I have the honour to propose to your Government that the following terms shall apply to the Conference:

1. 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 Italy became a party on 3 February 1958, shall be applicable in respect of the Conference. The representatives of States invited by the United Nations to participate in the Conference and the members and observers of the Committee on the Exercise of the Inalienable Rights of the Palestinian People shall enjoy the privileges and immunities accorded by article IV of the Convention and all other participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on missions for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Conference shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Conference shall be accorded the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly of the United Nations on 21 November 1947;

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

3. Without prejudice to the provisions in paragraphs 1 and 2 above, all persons performing functions in connection with the Conference and all those invited to the Conference shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the Conference;

4. All participants invited by the United Nations shall have the right of entry into and exit from Italy, and no impediment shall be imposed on their transit to and from the conference area. Visas and entry permits, where required, shall be granted to all those invited to the Conference free of charge, as speedily as possible. Arrangements shall also be made to ensure that visas for the duration of the Conference are delivered at the airport of arrival to those who were unable to obtain them prior to their arrival;

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

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

(b) The transportation, if provided by the Government; and

(c) The employment for the Conference of personnel, if provided or arranged by the Government.

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

where it is agreed by the Parties hereto that such damage, loss or injury is caused by the gross negligence or wilful misconduct of the United Nations personnel;

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

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

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

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

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF ITALY TO THE UNITED NATIONS

30 December 1998

Dear Under-Secretary-General,

I have the honour to acknowledge receipt of your letter of 28 December 1998, which reads as follows:

[See letter I]

I have the honour to inform you that the Italian Government agrees with the contents of the letter quoted above.

(Signed) F. Paolo FULCI
Ambassador

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

Basic Cooperation Agreement between the United Nations (United Nations Children's Fund) and the Government of the Republic of Panama. Panama, 4 June 1998²³

Preamble

The United Nations Children's Fund and the Government of the Republic of Panama

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

Whereas UNICEF and the Government of the Republic of Panama wish to establish the terms and conditions under which UNICEF shall, in the framework of the operational activities of the United Nations and within its mandate, cooperate in programmes in the Republic of Panama,

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

Article I

DEFINITIONS

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

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

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

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

(d) "Government" means the Government of the Republic of Panama;

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

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

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

(h) “Parties” means UNICEF and the Government;

(i) “persons performing services for UNICEF” means individual contractors, other than officials, engaged by UNICEF to perform services in the execution of programmes of cooperation;

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

(k) “UNICEF” means the United Nations Children’s Fund;

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

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

Article II

SCOPE OF THE AGREEMENT

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

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

Article III

PROGRAMMES OF COOPERATION AND MASTER PLAN OF OPERATIONS

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

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

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

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

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

Article IV

UNICEF OFFICE

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

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

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

Article V

ASSIGNMENT TO UNICEF OFFICE

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

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

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

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

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

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

Article VI

GOVERNMENT CONTRIBUTION

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

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

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

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

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

2. The Government shall also assist UNICEF:

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

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

3. In the event that UNICEF does not maintain a UNICEF office in the country, the Government undertakes to contribute towards the expenses incurred by UNICEF in maintaining a UNICEF regional/area office elsewhere, from which support is provided to the programmes of cooperation in the country, up to a mutually agreed amount, taking into account contributions in kind, if any.

Article VII

UNICEF SUPPLIES, EQUIPMENT AND OTHER ASSISTANCE

1. UNICEF's contribution to programmes of cooperation may be made in the form of financial and other assistance. Supplies, equipment and other assistance intended for the programmes of cooperation under the present Agreement shall be transferred to the Government upon arrival in the country, unless otherwise provided in the master plan of operations.

2. UNICEF may place on the supplies, equipment and other materials intended for programmes of cooperation such markings as are deemed necessary to identify them as being provided by UNICEF.

3. The Government shall grant UNICEF all necessary permits and licences for the importation of the supplies, equipment and other materials under the present Agreement. It shall agree to exempt UNICEF from all direct taxes, customs duties and other related taxes and levies, be responsible for, and shall meet the costs associated with, the receipt, unloading, storage, insurance, transportation and distribution of such supplies, equipment and other materials after their arrival in the country.

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

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

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

7. The Government shall, upon request by UNICEF, return to UNICEF any funds, supplies, equipment and other materials that have not been used in the programmes of cooperation. It is understood that articles imported into Panama under the exemption set out above will not be sold in the country, except under conditions agreed with the Government.

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

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

Article VIII

INTELLECTUAL PROPERTY RIGHTS

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

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

Article IX

APPLICABILITY OF THE CONVENTION

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

Article X

LEGAL STATUS OF UNICEF OFFICE

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

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

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

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

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

Article XI

UNICEF FUNDS, ASSETS AND OTHER PROPERTY

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

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

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

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

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

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

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

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

Article XII

GREETING CARDS AND OTHER UNICEF PRODUCTS

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

Article XIII

UNICEF OFFICIALS

1. Officials of UNICEF shall:

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

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

(c) Be immune from national service obligations;

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

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

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

(g) Have the right to import free of duty their furniture, personal effects and all household appliances, at the time of first taking up their post in the host country, except the costs associated with the transportation, storage and similar services.

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

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

(a) To import free of customs and excise duties limited quantities of certain articles intended for personal consumption in accordance with existing national legislation;

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

Article XIV

EXPERTS ON MISSION

1. Experts on mission shall be granted the privileges and immunities specified in article VI, sections 22 and 23, of the Convention.

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

Article XV

PERSONS PERFORMING SERVICES FOR UNICEF

1. Persons performing services for UNICEF shall:

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

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

2. For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services for UNICEF may be accorded

such other privileges, immunities and facilities as specified in article XIII above, as may be agreed upon between the Parties.

Article XVI

ACCESS FACILITIES

UNICEF officials, experts on mission and persons performing services for UNICEF shall be entitled:

(a) To prompt clearance and issuance, free of charge, of visas, licences or permits, where required;

(b) To unimpeded access to or from the country, and within the country, to all sites of cooperation activities, to the extent necessary for the implementation of programmes of cooperation.

Article XVII

LOCALLY RECRUITED PERSONNEL ASSIGNED TO HOURLY RATES

The terms and conditions of employment for persons recruited locally and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including UNICEF. Locally recruited personnel shall be accorded all facilities necessary for the independent exercise of their functions for UNICEF.

Article XVIII

FACILITIES IN RESPECT OF COMMUNICATIONS

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

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

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

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

Article XIX

FACILITIES IN RESPECT OF MEANS OF TRANSPORTATION

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

Article XX

WAIVER OF PRIVILEGES AND IMMUNITIES

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

Article XXI

CLAIMS AGAINST UNICEF

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

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

3. If UNICEF and the Government are unable to reach an agreement on whether a particular claim or liability was caused by gross negligence or wilful misconduct, the dispute shall be resolved in accordance with the provisions of article XXII below.

Article XXII

SETTLEMENT OF DISPUTES

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

Article XXIII

ENTRY INTO FORCE

1. The present Agreement shall enter into force on the day after both Parties have notified each other in writing that the legal requirements for entry into force have been complied with.

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

Article XXIV

AMENDMENTS

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

Article XXV

TERMINATION

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

IN WITNESS WHEREOF, the undersigned, being duly appointed representative of UNICEF and duly authorized plenipotentiary of the Government, have on behalf of the Parties signed the present Agreement, in the English and Spanish languages, both texts being equally authentic.

DONE at Panama, this fourth day of June, nineteen hundred ninety-eight.

For the United Nations Children's Fund:

[Signature]

Aida OLIVER

Resident Project Officer

For the Federal Government:

[Signature]

Ricardo Alberto ARIAS ARIAS

Minister of Foreign Relations

*

* *

Similar agreements were concluded between UNICEF and the Governments of the Republic of Armenia, signed at Yerevan on 4 August 1998, and the Republic of Zimbabwe, signed at Harare on 28 August 1998.

4. AGREEMENTS RELATING TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

- (a) Letter of agreement between the United Nations Development Programme and the United Nations Industrial Development Organization concerning collaboration between the two organizations. Signed at New York on 31 October 1998²⁴

New York, 31 October 1998

Dear Colleague,

Collaboration between UNDP and UNIDO

We are pleased to share with you, as an annex to this letter, further arrangements for collaboration between UNDP and UNIDO.

Measures referred to in this letter are supplementary to those contained in the annex to the jointly signed letter of UNIDO and UNDP dated 26 October 1996 on coordination arrangements between UNIDO and UNDP.

We are confident that the measures described in this annex will serve to build stronger bridges for substantive cooperation between our two organizations. We encourage you to help implement cooperation in the areas suggested and to provide us feedback on results achieved.

(Signed) James Gustave SPETH
Administrator
UNDP

(Signed) CARLOS MAGARIÑOS
Director-General
UNIDO

ANNEX ON COLLABORATION BETWEEN UNDP AND UNIDO

1. Basic principles

Collaboration between UNDP and UNIDO is based on the complementarity between the concepts of sustainable human development and sustainable industrial development. The synergies between economic growth, employment generation and regeneration of the environment offer a new basis to enhance the already existing collaboration between the organizations at both the policy and the operational levels.

Such cooperation is welcomed by members of UNIDO and UNDP as part of the efforts to gain efficiency within the United Nations system and to optimize resources in favour of programmes and projects in programme countries.

Enhanced collaboration will contribute to the implementation of the Secretary-General's proposals for United Nations reform.

2. Objectives

The objectives of enhanced cooperation between UNIDO and UNDP are as follows:

- (a) Full utilization of the respective organizations' comparative advantages and capacities, including the role of UNDP as funder and manager of the United Nations resident coordinator system, with the aim of maximizing, at the country level, programme delivery, coordination and collaborative programming;
- (b) To avoid duplication of effort;
- (c) To optimize resources available through official development assistance channels and other sources;
- (d) Development of innovative arrangements with the private sector;
- (e) To enhance the focus of cooperation on high-impact programmes, particularly to benefit African and least developed countries;
- (f) To implement specific recommendations related to both organizations as contained in the Secretary-General's reform proposals.

3. Areas of collaboration

Based on the legislation emanating from the triennial policy reviews of operational activities, the following areas are to be included in cooperation between UNIDO and UNDP:

- (a) Collaborative programming through use of, where appropriate and invited by the relevant authorities, the following planned or programming instruments: country cooperation frameworks, country strategy notes, the common country assessments, and the United Nations development assistance frameworks;
- (b) Strengthening the role of UNDP as funder and manager of the resident coordinator system;

(c) Support of the modality of national execution with use of sectoral knowledge and capacity of UNIDO in projects related to sustainable industrial development where appropriate;

(d) Support of decentralization and delegation of authority processes of both organizations;^a

(e) To explore, where possible, enhanced harmonization of procedures;

(f) Where feasible, establishment of common premises and information systems;

(g) Engagement in resource mobilization at the country level for collaborative programming efforts;

(h) Coordination with regard to security and emergency arrangements;

(i) Support for joint training activities through the United Nations Staff College.

4. Programmes and projects in the context of sustainable human development and sustainable industrial development

The following programmes to be covered by this letter have already been included in exchanges of letters between the Director-General of UNIDO and the Administrator of UNDP:

(a) Industrial energy efficiency, including the use of sustainable forms of production and use of energy in collaborative programming at the country level;

(b) Transfer and adaptation of clean technologies in industrial production in programme countries;

(c) Waste management;

(d) UNDP Public-Private Partnerships Programme;

(e) Global Environment Facility: use of UNIDO capacities as implementing partner (article 28 of the Instrument);

(f) Alliance for Africa's Industrialization (joint UNIDO–African Development Bank project) and other programmes in Africa, where applicable;

(g) Support to the Strategic Alliance for Investment Promotion in Developing Countries (UNCTAD-UNIDO agreement);

(h) UNDP/UNIDO work in employment creation and sustainable livelihood, such as the training project carried out in Sri Lanka to enhance competitiveness of small and medium-scale industry, using the UNIDO Computer Model for Feasibility Analysis and Reporting (COMFAR).

5. Termination

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.

6. Entry into force

This annex shall enter into force upon signature by the Executive Heads of UNDP and UNIDO of the letter to which this instrument constitutes an annex.

Focal points in the UNDP Bureau for Resources and External Affairs and the New York Office of UNIDO will ensure implementation of the cooperation sought through this letter. The two organizations shall review implementation on an annual basis.

^a UNIDO Country Directors Global Meeting report.

- (b) Agreement between the United Nations Development Programme and the Government of New Zealand for the provision of personnel to support unexploded ordnance operations in the Lao People's Democratic Republic. Signed at New York on 18 December 1998²⁵

Whereas the United Nations Development Programme and the Government of the Lao People's Democratic Republic have entered into a Trust Fund Agreement for the clearance of unexploded ordnance ("UXO") signed on 18 July 1995, attached as annex 1,

Whereas the Government of New Zealand (hereinafter referred to as "the Donor") has expressed its interest in making available to the United Nations Development Programme the services of technical advisers and related assistance, to support the demining activities in the Lao People's Democratic Republic, identified pursuant to the Terms of Reference of the United Nations Development Programme Trust Fund,

Whereas the Government of the Lao People's Democratic Republic has been duly informed of the contribution to be made by the Donor and has agreed to the provision of technical advisers to the Lao National UXO Programme (hereinafter referred to as "UXO Lao"),

Now therefore, the United Nations Development Programme and the Donor (hereinafter referred to as the "Parties") have agreed as follows:

Article I

DURATION OF THE AGREEMENT

1. The Agreement shall enter into force on signature. Unless otherwise mutually determined by the Parties, the technical advisers shall be withdrawn from the project by 30 June 1999. The Agreement shall expire on the withdrawal of the technical advisers from UXO Lao.

2. Termination shall not take effect until the technical advisers have been repatriated or otherwise left the Lao People's Democratic Republic.

Article II

OBLIGATIONS OF THE DONOR

1. The Donor shall make available for the duration and purpose of this Agreement two or more technical advisers (hereinafter referred to as "the Team"). The names of the initial members of the Team are listed in annex 2 hereto. The names of any additional or subsequent members of the Team shall be provided to the United Nations Development Programme and the Government of the Lao People's Democratic Republic prior to their arrival in the Lao People's Democratic Republic.

2. The Donor shall designate a member of the Team as Team Leader and shall inform the United Nations Development Programme and UXO Lao accordingly.

3. The Donor shall be responsible for the payment of the salaries to which the members of the Team are entitled.

4. The Donor shall ensure that, during the entire period of service under this Agreement, the members of the Team are participants in a national health-care scheme, or have adequate medical coverage, and are covered by appropriate

arrangements assuring compensation in the case of illness, disability or death. The Donor shall be responsible for any costs related to the provision of insurance under this section.

5. The Donor shall not be responsible for any other costs associated with the services to be provided under this Agreement.

Article III

OBLIGATIONS OF THE TEAM

The Donor agrees to the terms and obligations specified below, and shall accordingly ensure that the Team members performing services under this Agreement are instructed to comply with these obligations:

1. The members of the Team shall function under the direct supervision of the Team Leader.

2. The Team Leader shall function under the general supervision of the Resident Representative of the United Nations Development Programme in the Lao People's Democratic Republic.

3. The Team shall provide technical and management advisory services and shall conduct training activities for capacity-building that will enable the Government of the Lao People's Democratic Republic through UXO, to carry out the demining programmes in accordance with the Terms of Reference of the United Nations Development Programme Trust Fund.

4. The Team shall not engage directly in any mine-clearance activity.

5. The members of the Team shall neither seek nor accept instructions regarding the services to be provided under this Agreement from any authority external to the United Nations Development Programme.

6. The members of the Team shall refrain from any conduct which would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of the United Nations Development Programme.

7. The members of the Team shall exercise their utmost discretion in all matters relating to their functions, and shall not communicate, at any time, without the authorization of the Resident Representative of the United Nations Development Programme in the Lao People's Democratic Republic, or to the media or to any institution, person, Government or other authority external to the United Nations Development Programme, any information that has not been made public, and which has become known to them by reason of their functions under this Agreement. They shall not use any such information without the authorization of the Resident Representative of the United Nations Development Programme in the Lao People's Democratic Republic, and in any event, such information shall not be used for personal gain. These obligations do not lapse upon termination of this Agreement.

8. The Team Leader shall submit regular progress reports to the Resident Representative of the United Nations Development Programme in the Lao People's Democratic Republic on the activities performed by the Team.

9. The Team Leader shall submit at the end of the assignment to the Resident Representative of the United Nations Development Programme in the Lao People's Democratic Republic, a final report on the activities performed by the Team during the entire duration of the assignment.

Article IV

LEGAL STATUS OF MEMBERS OF THE TEAM

1. The members of the Team shall not be considered in any respect as being officials or staff members of the United Nations or the United Nations Development Programme. They shall have the legal status of “experts on mission” in accordance with sections 22 and 23 of article VI of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 (hereinafter referred to as “the General Convention”), attached hereto as annex 3.
2. The members of the Team shall be issued identity certificates in accordance with section 26 of article VII of the General Convention.

Article V

OBLIGATIONS OF THE UNITED NATIONS DEVELOPMENT PROGRAMME

1. The United Nations Development Programme shall pay the in-country costs and the costs of transporting the Team to and from the Lao People’s Democratic Republic, including the costs for medical and/or security evacuation, on the understanding that the Donor shall contribute sufficient funds to the United Nations Development Programme Trust Fund to cover these costs.
2. The United Nations Development Programme shall provide the Team with local transportation for the performance of its functions during the duration of the assignment.
3. The United Nations Development Programme shall make available to the Team specialized or support equipment required by the Team for the performance of its functions.
4. The United Nations Development Programme shall maintain such insurance as is necessary to cover the risks of liability arising from, or in connection with, activities under this Agreement, in particular liability arising from the authorized use of vehicles or equipment provided by the United Nations Development Programme. Payment for such insurance premium shall be charged against the resources of the United Nations Development Programme Trust Fund.

Article VI

CONSULTATION

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

Article VII

SETTLEMENT OF DISPUTES

Any dispute, controversy or claim arising out of, or relating to, this Agreement which is not settled by negotiation or other mutually agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of

the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the United Nations Commission on International Trade Law. 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 VIII

AMENDMENT

This Agreement may be modified or amended on written consent of both Parties, in consultation with UXO Lao on behalf of the Government of the Lao People's Democratic Republic. Each party shall give full consideration to any proposal for an amendment made by the other Party.

IN WITNESS WHEREOF, the respective representatives of the Government of New Zealand and of the United Nations Development Programme have signed this Agreement.

DONE in New York on 18 December 1998, in two originals in the English language.

For the Government of New Zealand:

[Signature]

Michael J. POWLES

Permanent Representative of

New Zealand to the United Nations

For the United Nations

Development Programme:

[Signature]

James G. SPETH

Administrator, UNDP

5. AGREEMENTS RELATING TO THE UNITED NATIONS HIGH COMMISSIONER FOR HUMAN RIGHTS

- (a) Exchange of letters constituting an agreement between the United Nations and the Federal Republic of Yugoslavia on the status of the Office of the United Nations High Commissioner for Human Rights in the Federal Republic of Yugoslavia. Geneva, 6 and 9 November 1998²⁶

I

LETTER FROM THE PERMANENT REPRESENTATIVE OF THE FEDERAL REPUBLIC OF YUGOSLAVIA TO THE UNITED NATIONS OFFICE AT GENEVA

6 November 1998

Dear Madam High Commissioner,

I have the honour to refer to General Assembly resolution 48/141 of 20 December 1993, by which the Assembly decided to create the post of United Nations High Commissioner for Human Rights.

I further have the honour to refer to the letter dated 23 February 1996 from the Federal Minister for Foreign Affairs of the Federal Republic of Yugoslavia, Mr. M. Milutinović, addressed to the Special Rapporteur on the situation of human rights in the former Yugoslavia, Ms. E. Rehn, expressing my Government's decision to enable the establishment of an office in the Federal Republic of Yugoslavia with a

view to promoting cooperation with the Special Rapporteur for human rights and the United Nations Centre for Human Rights, and to offering full support and all-round assistance for this purpose.

I further wish to recall the invitation extended to Mr. J. Dienstbier, Special Rapporteur on the situation of human rights in Bosnia and Herzegovina, the Republic of Croatia and the Federal Republic of Yugoslavia, during a meeting on 6 April 1998, that an agreement be concluded between the Government of the Federal Republic of Yugoslavia (hereinafter referred to as "the Government") and the United Nations to regulate the status of the office of the United Nations High Commissioner for Human Rights in the Federal Republic of Yugoslavia.

Recalling further the importance of international cooperation in promoting, encouraging and protecting human rights and of observance of the principles of the Charter of the United Nations, the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights and other international human rights instruments to which the Federal Republic of Yugoslavia is a party, I propose the following:

1. For the purpose of this Agreement the following definitions shall apply:

(a) "OHCHR" means the Office of the United Nations High Commissioner for Human Rights;

(b) "Office" means the office of the United Nations High Commissioner for Human Rights in Belgrade, and any other sub-offices which may be established in the Federal Republic of Yugoslavia, with the consent of the Government;

(c) "officials of the Office" means the Head of the Office and all members of its staff, irrespective of nationality, employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates as provided for in General Assembly resolution 76 (I) of 7 December 1946;

(d) "experts on missions" means individuals, other than officials of the Office, performing missions for the United Nations in the field of human rights;

(e) "office personnel" means officials of the Office, experts on missions and locally recruited personnel assigned to hourly rates; and

(f) "Convention" means the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which the Federal Republic of Yugoslavia is a party as of 7 March 1950.

2. The Office shall be based in Belgrade. Should OHCHR wish to establish additional sub-offices in the Federal Republic of Yugoslavia, it shall seek the consent of the Government and shall consult the former about the location of such sub-offices.

3. The Office shall promote cooperation between the Government and the United Nations High Commissioner for Human Rights pursuant to General Assembly resolution 48/141 of 20 December 1993.

4. The Office shall be composed of an adequate number of officials and locally recruited personnel assigned to hourly rates.

5. The Office shall notify the Government of the names and categories of Office personnel, and of changes in the status thereof.

6. Office personnel shall be provided by the Government with special identification documents as proof of their status in accordance with this Agreement.

7. In implementation of its obligations under the relevant provisions of the Charter of the United Nations, the Government shall apply to the Office, as an integral part of the United Nations and to officials of the Office and experts on missions, the privileges and immunities provided for in the Convention.

8. The Office, its property, funds and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except insofar as in any particular case the United Nations has expressly waived its immunity; it being understood that this waiver shall not extend to any measure of execution.

9. The premises of the Office and its means of transport shall be inviolable and subject to exclusive control and authority of the Head of the Office, without prejudice to the provisions of paragraph 27 below. The property, funds and assets of the Office, including its means of transport, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

10. The archives of the Office, and in general all documents belonging to or held by it, shall be inviolable.

11. The funds, assets, income and other property of the Office shall be exempt from:

(a) Any form of direct taxation, provided that the Office will not claim exemption from charges for public utility services;

(b) All indirect taxes for large purchases of articles intended for official use of the Office. The Government shall make appropriate arrangements for the remission or reimbursement of such taxes paid;

(c) Customs duties and prohibitions and restrictions on articles imported or exported by the Office for its official use, provided that articles imported under such exemption will not be sold in the Federal Republic of Yugoslavia except under conditions agreed upon with the Government; and

(d) Customs duties and prohibitions and restrictions in respect of the import and export of United Nations publications.

12. The Office shall not be subject to any financial controls, regulations or moratoria and may freely:

(a) Acquire from authorized commercial agencies, hold and use negotiable currencies, maintain foreign-currency accounts and acquire through authorized institutions, hold and use funds, securities and gold; and

(b) Bring funds, securities, foreign currencies and gold into the Federal Republic of Yugoslavia from any other country, use them within the Federal Republic of Yugoslavia or transfer them to other countries.

13. The Office shall enjoy the most favourable legal rate of exchange.

14. The Office shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government including its diplomatic missions or to other international organizations in matters of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex and other communications related to the press and radio information rates.

15. The Government shall secure the inviolability of the official communications and correspondence of the Office and shall not apply any censorship to its communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

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

17. The Office shall have the right to operate radio and other telecommunication equipment, including voice-fax satellite facilities, on the United Nations registered frequencies, and those frequencies, including VHF and HF allocated by the Government, between its offices, within and outside the Federal Republic of Yugoslavia, and in particular with OHCHR headquarters in Geneva, in accordance with the procedures agreed upon with the Government. The Office shall be exempt from licensing fees and from all other related fees and charges.

18. The Head of the Office and other senior officials, as may be agreed between OHCHR and the Government, shall enjoy, in respect of themselves, their spouses and dependent relatives, the privileges and immunities, exemptions and facilities normally accorded to diplomatic envoys. For this purpose the Ministry of Foreign Affairs shall include their names in the Diplomatic List.

19. Officials of the Office shall enjoy the following facilities, privileges and immunities:

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

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

(c) Immunity from any military service obligations or any other obligatory service;

(d) Exemption, with respect to themselves, their spouses, their relatives dependent on them and other members of their households from immigration restrictions and alien registration;

(e) Exemption from taxation in respect of the salaries and all other remuneration paid to them by the United Nations;

(f) Exemption from any form of taxation on income derived by them from sources outside the Federal Republic of Yugoslavia;

(g) Freedom to hold or maintain within the Federal Republic of Yugoslavia foreign exchange, foreign currency accounts and movable property and the right upon termination of employment with the Office to take out of the Federal Republic of Yugoslavia their funds for the lawful possession of which they can show good cause;

(h) The same protection and repatriation facilities with respect to themselves, their spouses and relatives dependent on them and other members of their households as are accorded in time of international crisis to diplomatic envoys;

(i) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports, their furniture and personal effects in one or more separate shipments at the time of first taking up their post and thereafter to import necessary additions to the same, including motor vehicles, according to the regula-

tions applicable in the Federal Republic of Yugoslavia to diplomatic representatives accredited in the Federal Republic of Yugoslavia; and reasonable quantities of certain articles for personal use or consumption and not for gift or sale.

20. Officials of the Office who are nationals of or permanent residents in the Federal Republic of Yugoslavia shall enjoy only those privileges and immunities provided for in the Convention.

21. Persons recruited locally and assigned to hourly rates to perform services for the Office shall enjoy immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity. The terms and conditions of employment for these personnel shall be in accordance with the relevant United Nations resolutions, regulations and rules.

22. Experts on missions shall be accorded such facilities, privileges and immunities as are necessary for the independent exercise of their functions. In particular they shall be accorded:

(a) Immunity from personal arrest or detention;

(b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their missions. This immunity shall continue to be accorded notwithstanding that they are no longer performing their missions;

(c) Inviolability for all papers and documents;

(d) For the purpose of their official communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

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

(f) The same immunities and facilities, including immunity from inspection and seizure in respect of their personal baggage, as are accorded to diplomatic envoys.

23. In performing official functions, the Office and Office personnel shall enjoy the following additional facilities:

(a) Prompt clearance and issuance, free of charge, of visas, licences or permits, where required;

(b) Unimpeded freedom of entry and exit without delay or hindrance of Office personnel, property, supplies, equipment, means of transport and spare parts;

(c) Unimpeded freedom of movement throughout the Federal Republic of Yugoslavia of Office personnel, property, supplies, equipment, means of transport and spare parts, to the extent necessary for carrying out the mandate of the Office;

(d) Access to all documentary material of a public nature relevant for the effective operation of the Office;

(e) The right to have contacts with federal, republican, provincial and local authorities, including Government agencies and armed forces, in accordance with procedures agreed upon with the Federal Ministry of Foreign Affairs;

(f) The right to have direct contacts with non-governmental organizations, private institutions, associations and individuals;

(g) The right to collect documentary material and any useful information, including in locations outside Office premises;

(h) The right to have access to persons serving their prison sentences and to persons in detention, and the right to interview such persons in accordance with procedures agreed upon with the competent authorities of the Federal Republic of Yugoslavia;

(i) The right to make arrangements through United Nations facilities for the transfer of all information collected;

(j) The right to fly the United Nations flag and display the United Nations and OHCHR emblem on Office premises and means of transport; and

(k) The right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from officials of the Office and experts on missions. The Government shall be informed of the nature of these arrangements and shall not interfere with or apply censorship to such mail.

24. The Government shall ensure that no person who has had contact with the Office or its personnel is subjected to abuse, threats, reprisals or legal proceedings on those grounds alone.

25. It is understood that, upon the request of the Head of the Office, the Government shall take all the effective and adequate measures to ensure the appropriate security, safety and protection of Office premises, its property and of Office personnel.

26. It is understood that the Government shall assist the Office in finding such suitable premises as may be required for conducting the official and administrative activities of the Office throughout the territory of the Federal Republic of Yugoslavia. The Government shall also facilitate the location of suitable housing accommodation for Office personnel recruited internationally.

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

28. If the Government considers that there has been an abuse of the privileges and immunities conferred by this Agreement, consultations will be held between the competent authorities and the Head of the Office to determine whether any such abuse has occurred and, if so, to attempt to ensure that no repetition occurs. If such consultations fail to achieve a result satisfactory to the Government and to the United Nations, either Party may submit the question as to whether such an abuse has occurred for resolution in accordance with the provisions on settlement of disputes under paragraph 31 below.

29. Privileges and immunities are granted to Office personnel in the interests of the United Nations and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations shall have the right and duty to waive the immunity of any Office personnel in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

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

(a) Disputes resulting from contracts and other disputes of a private law character to which the United Nations is a party;

(b) Disputes involving an official of the Office who, by reason of his/her official position, enjoys immunity, if such immunity has not been waived by the Secretary-General of the United Nations.

31. Any dispute between the United Nations and the Government arising out of or relating to this Agreement shall be settled amicably, by negotiation or other agreed mode of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall be reached by a majority of votes. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

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

33. This Agreement shall enter into force when the Government notifies the United Nations that the confirmation procedure of the Federal Republic of Yugoslavia, under its national legislation, has been completed. The provisions of this Agreement shall apply on a temporary basis from the date of its signing. This Agreement may be terminated in accordance with the provisions of paragraph 34 below.

34. This Agreement shall cease to be in force six months after either of the contracting Parties gives notice in writing to the other Party of its decision to terminate the Agreement, except as regards the normal cessation of the activities of the Office in the Federal Republic of Yugoslavia and the disposal of its property therein.

If the above provisions meet with your approval, I would propose that this letter and your reply thereto constitute an Agreement between the Federal Republic of Yugoslavia and the United Nations on the Status of the Office of the United Nations High Commissioner for Human Rights in the Federal Republic of Yugoslavia.

(Signed) Branko BRANKOVIĆ
Ambassador/Chargé d'affaires a.i.

II

LETTER FROM THE UNITED NATIONS

9 November 1998

Excellency,

I have received your letter dated 6 November 1998. By the present letter, I am pleased to inform you of the acceptance of the United Nations of the provisions set out in your letter, and to confirm that this exchange of letters constitutes an Agreement between the United Nations and the Federal Republic of Yugoslavia on the Status of the Office of the United Nations High Commissioner for Human Rights in the Federal Republic of Yugoslavia.

(Signed) Mary ROBINSON
High Commissioner for Human Rights

- (b) Memorandum of Understanding on cooperation between the United Nations High Commissioner for Human Rights and the Commonwealth Secretariat. Signed at London on 1 December 1998²⁷

1. Background and purposes

1.1. This Memorandum outlines the principles for cooperation between the Commonwealth Secretariat (hereinafter referred to as “the Secretariat”) and the Office of the United Nations High Commissioner for Human Rights (referred to as “the Office”). It further sets out certain measures which may promote cooperation and coordination in areas of common interest.

1.2. The cooperation in areas which are of common interest to both the Secretariat and the Office will take place within the scope of their respective constitutional instruments, mandates and activities.

1.3. The Secretariat was established by Commonwealth Heads of Government as a visible symbol of cooperation between them, to promote consultation and exchange of opinions among member Governments and, in furtherance of the 1991 Harare Commonwealth Declaration and related instruments of the association, to provide policy advice and assistance in support of the Commonwealth’s fundamental political values, sustainable development and the promotion of international consensus.

1.4. The Office of the United Nations High Commissioner for Human Rights is the principal arm of the United Nations Secretariat in promoting and protecting human rights and fundamental freedoms as envisaged in the Charter of the United Nations and in keeping with General Assembly resolution 48/141 of 20 December 1993.

2. Areas of cooperation

2.1. Cooperation between the Secretariat and the Office reflects their shared commitment to the promotion of human rights and fundamental freedoms, as set out in relevant international conventions on human rights, the declarations and related instruments of the Commonwealth.

2.2. Cooperation between the Parties may be at the international, regional and national levels, and should support their common aims and objectives and enhance the impact of their respective activities in the field of human rights.

2.3. Areas of cooperation between the Parties will fall into six broad categories, namely, mutual consultations and cooperation; exchange of information and documentation; reciprocal representation and liaison; assistance to member States with ratification and application of international human rights instruments; human rights education; and technical assistance and training.

3. Mutual consultations and cooperation

3.1. Mutual consultation to promote cooperation may take place, when and where appropriate, for such purposes as the coordination of activities in areas of common interest and the realization of shared objectives.

3.2. The Secretariat and the Office may, as and when appropriate, bring to each other’s attention any situation in respect of which, in the normal course of their operations, assistance provided by the other could further their common purposes.

3.3. The Parties agree to cooperate, as appropriate, in the exchange of personnel and services. The financial implications for such exchanges to be agreed on a case-by-case basis.

3.4. In order to more effectively realize their shared objectives, the Parties will, in the context of their respective constitutional instruments and decisions of their governing bodies, undertake joint action wherever and to the fullest extent possible, to maximize their experience and resources.

3.5. The modalities of the cooperation agreed herein between the Parties may also consist of advisory inputs with a view, where desirable and appropriate, to providing assistance and to carrying out activities in fields of common interest, in accordance with their respective rules and regulations.

4. *Exchange of information and documentation*

4.1. Subject to their respective policies and rules regarding disclosure of information, the Secretariat and the Office shall endeavour to exchange information and documentation in matters of common interest as may be necessary for any activity to be carried out under this Memorandum. Where appropriate, information relating to specific projects may be exchanged between them.

5. *Reciprocal representation and liaison*

5.1. Subject to the decisions that may be taken by the governing bodies of the Secretariat and the Office on the participation of observers in their respective meetings, the Parties may invite each other to be represented as observer at meetings where questions of interest to them are to be discussed.

5.2. The Parties undertake to consult regularly or as appropriate on human rights-related issues of mutual interest to their member States.

5.3. The Parties may make such other arrangements as appear desirable in the light of experience to ensure effective liaison between them.

6. *Ratification and application of international conventions on human rights*

6.1. The Secretariat and the Office will, as appropriate, cooperate in encouraging wider ratification and application of international conventions on human rights, including the International Covenant on Civil and Political Rights and its protocols, and the International Covenant on Economic, Social and Cultural Rights.

6.2. The Parties, as and when appropriate, will cooperate in assisting member States in their efforts to apply the human rights instruments, and States parties to the instruments to meet their obligations under them.

6.3. The Parties will endeavour, as appropriate, to collaborate on specific projects relating to the promotion of children's rights, as set out in the Convention on the Rights of the Child.

6.4. The Parties will, as appropriate, cooperate with each other in activities for the elimination of racism and racial discrimination, including in the promotion of the ratification and application of the International Convention on the Elimination of All Forms of Racial Discrimination.

6.5. The Parties will, to the extent possible, cooperate as appropriate in promoting ratification of the Convention on the Elimination of All Forms of Discrimination against Women, and in activities to promote women's human rights.

6.6. The Secretariat and the Office agree to cooperate in promoting the right to development and relevant conventions relating thereto, and in efforts to strengthen the recognition of the interdependence of democracy, human rights and development.

6.7. The Parties will promote, as appropriate, the International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families.

7. Human rights education

7.1. The Secretariat and the Office will cooperate and collaborate, as and when possible, in developing and organizing activities in the context of the United Nations Decade on Human Rights Education and other Human Rights Decades.

7.2. The Parties will, as appropriate, collaborate with each other in the development, testing and use of human rights teaching materials.

8. Technical assistance and training

8.1. The Secretariat and the Office may agree, as appropriate, to consult and exchange information and materials on current programmes and projects and on project/programme development, and to exchange reports on the evaluation of projects and information on available expertise in human rights-related areas.

8.2. In order to more effectively attain their shared objectives, the Secretariat and the Office will consider, as appropriate, cooperating in the provision of technical assistance and advisory services to member countries.

8.3. Where appropriate, the Parties would consult with each other on human rights training programmes and in the preparation of training manuals and other materials.

9. Periodic joint review

The provisions of this Memorandum of Understanding may be amended any time by written agreement between the two Parties.

10. Termination

This Memorandum of Understanding may be terminated by either Party giving the other six months' notice in writing of the intention to terminate.

11. Entry into force

This Memorandum of Understanding shall take effect as of the date of its signature.

IN WITNESS WHEREOF, the Parties have signed four copies of this Memorandum in English in London on this first day of December, nineteen hundred and ninety-eight.

*For the Office of the United Nations
High Commissioner for Human Rights:*

[Signature]

Mary ROBINSON

High Commissioner for Human Rights

For the Commonwealth Secretariat:

[Signature]

Emeka ANYAOKU

Secretary-General

6. AGREEMENTS RELATING TO THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

- (a) Agreement between the United Nations (United Nations High Commissioner for Refugees) and the Government of Ukraine on the establishment of a United Nations High Commissioner for Refugees field office in Ukraine. Signed at Kiev on 23 September 1998²⁸

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

Whereas the Parties to this Agreement strive to develop cooperation aimed at settling the problems of refugees as well as other categories of persons who fall within the scope of the mandate of the United Nations High Commissioner for Refugees,

Whereas the Statute of the Office of the United Nations High Commissioner for Refugees, adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950, provides, inter alia, that the High Commissioner, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the Statute and of seeking permanent solutions for the problem of refugees by assisting Governments and, subject to the approval of the Governments concerned, private organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within new national communities,

Whereas the Office of the United Nations High Commissioner for Refugees is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946,

Now therefore, the Office of the United Nations High Commissioner for Refugees and the Government of Ukraine, with a view to establishing the terms and conditions of cooperation in dealing with the problems of refugees and related fields, have agreed on the following.

Article I

DEFINITIONS

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

(a) “Government” means the Government of Ukraine or appropriate central executive authorities invested by the Government with proper powers;

(b) “UNHCR” means the Office of the United Nations High Commissioner for Refugees; “Parties” means the Government and UNHCR;

(c) “High Commissioner” means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on his behalf;

(d) “host country” or “country” means Ukraine;

(e) “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;

(f) “UNHCR Representative” means the UNHCR official in charge of the UNHCR office in the country;

(g) “UNHCR officials” means all members of the staff of UNHCR employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned hourly rates as provided in General Assembly resolution 76 (I);

(h) “experts on mission” means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR;

(i) “persons performing services on behalf of UNHCR” means natural and juridical persons and their employees, other than nationals of Ukraine, retained by UNHCR to execute or assist in the carrying out of its programmes;

(j) “UNHCR personnel” means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.

Article 2

PURPOSE OF THIS AGREEMENT

This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government, open offices in the country and carry out its international protection and humanitarian assistance functions in favour of refugees and other persons of its concern in the host country.

Article 3

COOPERATION BETWEEN UNHCR AND THE GOVERNMENT

1. Cooperation between UNHCR and the Government in the field of international protection of and humanitarian assistance to refugees and other persons of concern to UNHCR shall be carried out on the basis of the Statute of UNHCR and of other relevant decisions and resolutions relating to UNHCR adopted by United Nations organs.

2. The UNHCR office shall maintain consultations and cooperation with Government with respect to the preparation and review of projects for refugees.

3. For any UNHCR-funded projects to be implemented by the Government, the terms and conditions including the commitment of the High Commissioner and the Government with respect to the furnishing of funds, supplies, equipment and services or other assistance for refugees shall be set forth in project agreements to be signed by the Government and UNHCR.

4. The Government shall grant UNHCR personnel unimpeded access to refugees and other persons of concern to UNHCR and to the sites of UNHCR projects in order to monitor all phases of their implementation.

Article 4

UNHCR OFFICE

1. The Government welcomes that UNHCR establish and maintain an office in the country in order to engage in the activities provided for in the Statute of UNHCR.

2. UNHCR may designate, with the consent of the Government, the UNHCR office in the country to serve as a regional/area office and the Government shall be notified in writing of the number and level of the officials assigned to it.

3. The UNHCR office will exercise functions as assigned by the High Commissioner, in relation to his mandate for refugees and other persons of his concern, including the establishment and maintenance of relations between UNHCR and governmental and non-governmental organizations functioning in the country.

Article 5

UNHCR PERSONNEL

1. UNHCR may assign to the office in the country such officials as UNHCR deems necessary for carrying out its international protection and humanitarian assistance functions.

2. The Government shall be informed by UNHCR of the category of the officials to be assigned to the UNHCR office in the country.

3. UNHCR may designate officials to visit the country for purposes of consulting and cooperating with the corresponding officials of the Government involved in refugee work in connection with:

(a) The review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes;

(b) The shipment, receipt, distribution or use of the supplies, equipment and services furnished by UNHCR;

(c) Seeking permanent solutions for the problem of refugees;

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

Article 6

FACILITIES FOR IMPLEMENTATION OF UNHCR HUMANITARIAN PROGRAMMES

1. The Government, in agreement with UNHCR, shall take any measure which may be necessary to exempt UNHCR officials, experts on mission and persons performing services on behalf of UNHCR from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees in the country. Such measures shall include exemption from aircraft landing fees and charges for cargo humanitarian aid flights, transportation of refugees and/or UNHCR personnel.

2. The Government, in agreement with UNHCR, shall assist UNHCR in finding appropriate office premises under the most favourable conditions.

3. The Government, in agreement with UNHCR, shall make arrangements and provide funds up to a mutually agreed amount, with a view to favouring the UNHCR activity in the country.

4. The Government shall ensure that the UNHCR office is supplied with the necessary public services, and that such services are supplied on the basis adopted for the public bodies of the country.

5. The Government shall provide the premises of UNHCR with guard security under conditions valid for diplomatic representatives in Ukraine. In case of necessity Government shall use emergency measures to provide the security for UNHCR personnel.

Article 7

PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNHCR, its property, funds and assets, and to its officials and experts on mission the relevant provisions of the Convention on the Privileges and Immunities of the United Nations, to which the Government acceded on 20 November 1953 . The Government also agrees to grant to UNHCR and its personnel such additional privileges and immunities as may be necessary for the effective exercise of the international protection and humanitarian assistance functions of UNHCR.

2. Without prejudice to paragraph 1 of this article, the Government shall in particular extend to UNHCR the privileges, immunities, rights and facilities provided in articles 8 to 15 of this Agreement.

Article 8

UNHCR OFFICE, PROPERTY, FUNDS AND ASSETS

1. UNHCR, its property, funds and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except insofar as in any particular case it has expressly waived its immunity; it being understood that this waiver shall not extend to any measure of execution.

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

3. The archives of UNHCR, and in general all documents belonging to or held by it, shall be inviolable.

4. The funds, assets, income and other property of UNHCR shall be exempt from:

(a) Any form of direct taxation, provided that UNHCR will not claim exemption from charges for public utility services;

(b) Customs duties and prohibitions and restrictions on articles imported or exported by UNHCR for its official use, provided that articles imported under such exemption will not be sold in the country;

(c) Customs duties and prohibitions and restrictions in respect of the import and export of its publications.

5. Any materials imported or exported by UNHCR, by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance for refugees, shall be exempt from customs duties and import and export prohibitions and restrictions.

6. UNHCR shall not be subject to any financial controls or moratoria and may freely acquire from authorized commercial agencies, hold and use negotiable currencies, maintain foreign-currency accounts, acquire through authorized institu-

tions, hold and use funds, securities and gold, provided that the performance of the indicated functions shall not contradict the purposes stated in article 2 of this Agreement.

7. UNHCR shall apply the legal rate of exchange set by the country.

Article 9

COMMUNICATIONS FACILITIES

1. UNHCR shall enjoy, in respect of its official communications, treatment no less favourable than that accorded by the Government to any other Government including its diplomatic missions or to other intergovernmental and international organizations in matter of priorities, tariffs and charges on mail, cablegrams, telephone and telegraph and other communications, as well as rates for information to the press and radio. UNHCR as a diplomatic mission shall use all communications means in accordance with a procedure and at rates envisaged for international communications services.

2. The Government shall secure the inviolability of the official communications and correspondence of UNHCR and shall not apply any censorship to its communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

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

4. UNHCR shall have the right to operate radio and other telecommunications equipment, on United Nations registered frequencies, and those allocated by the Government, between its offices, within and outside the country, and in particular with UNHCR headquarters in Geneva.

Article 10

UNHCR OFFICIALS

1. The UNHCR Representative, Deputy Representatives and other officials, as may be agreed between UNHCR and the Government, shall enjoy, while in the country, in respect of themselves, their spouses and dependent relatives, the privileges and immunities, exemptions and facilities normally accorded to diplomatic envoys under international law. For this purpose the Ministry of Foreign Affairs shall include their names in the Diplomatic List.

2. UNHCR officials shall enjoy the following facilities, privileges and immunities:

- (a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (b) Immunity from inspection and seizure of their official baggage;
- (c) Immunity from any military service obligations;
- (d) Exemption, with respect to themselves, their spouses, their relatives dependent on them from immigration restrictions and alien registration;
- (e) Exemption from taxation in respect of the salaries and all other remuneration paid to them by UNHCR;

(f) Exemption from any form of taxation on income derived by them from sources outside the country;

(g) Prompt clearance and issuance, without cost, of visas, licences or permits, if required, and free movement within, to or from the country to the extent necessary for the carrying out of UNHCR international protection and humanitarian assistance programmes;

(h) Freedom to hold or maintain within the country foreign exchange, foreign currency accounts and movable property and the right upon termination of employment with UNHCR to take out of the host country their funds for the lawful possession of which they can show good cause;

(i) The same protection and repatriation facilities with respect to themselves, their spouses and relatives dependent on them as are accorded in time of international crisis to diplomatic envoys;

(j) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports:

(i) Their furniture and personal effects in one or more separate shipments and thereafter to import necessary additions to the same, including motor vehicles, according to the regulations applicable in the country to diplomatic representatives accredited in the country or resident members of international organizations;

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

3. UNHCR officials who are nationals of or permanent residents in the host country shall enjoy only those privileges and immunities provided for in the Convention.

Article 11

LOCALLY RECRUITED PERSONNEL

1. Persons recruited and assigned to hourly rates to perform services for UNHCR shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity.

2. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations resolutions, regulations and rules.

Article 12

EXPERTS ON MISSION

Experts performing missions for UNHCR shall be accorded such facilities, privileges and immunities as are necessary for the independent exercise of their functions. In particular they shall be accorded:

(a) Immunity from personal arrest or detention;

(b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission;

(c) Inviolability for all papers and documents belonging thereto;

(d) For the purpose of their official communications, the right to use codes and to receive papers and correspondence by courier or in sealed pouches;

(e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;

(f) The same immunities and facilities including immunity from inspection and seizure in respect of their personal baggage as are accorded to diplomatic envoys.

Article 13

PERSONS PERFORMING SERVICES ON BEHALF OF UNHCR

Except as the Parties may otherwise agree, the Government shall grant to all persons performing services on behalf of UNHCR, other than nationals of the host country employed locally, the privileges and immunities specified in article V, section 18, of the Convention. In addition, they shall be granted:

(a) Prompt clearance and issuance, without cost, of visas, licences or permits necessary for the effective exercise of their functions;

(b) Free movement within, to or from the country, to the extent necessary for the implementation of the UNHCR humanitarian programmes.

Article 14

NOTIFICATION

1. UNHCR shall notify the Government of the names of UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR, and of changes in the status of such individuals.

2. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided with a special identity card certifying their status under this Agreement.

Article 15

WAIVER OF IMMUNITY

1. Privileges and immunities are granted to UNHCR personnel in the interests of the United Nations and UNHCR and not for the personal benefit of the individuals concerned.

2. The Secretary-General of the United Nations may waive the immunity of any of UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations and UNHCR.

Article 16

SETTLEMENT OF DISPUTES

1. Any dispute between UNHCR and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party.

2. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. The period of arbitration shall be

limited by the time required for considering the dispute and passing an award. The award of the arbitration shall be final and binding upon both Parties.

3. If within thirty days of the request of either Party for settlement of the dispute by the arbitration, the Parties have failed to appoint the arbitrators, and within fifteen days of the appointment of two arbitrators the chairman of the arbitration has not been elected, either Party may apply to the court, specified by both Parties, to dispose of the dispute.

4. The award is to be passed by a majority of votes. The arbitration procedure shall be established by arbitrators. The expenses of the arbitration shall be borne by the Parties: the amount of expenses, procedure of payment and allocation of the costs and expenses of the arbitration between the Parties being stated in the award. The arbitration award shall state the reasons for its decisions, shall be based on the rules of international law and the legislation of the Party where the events occurred which resulted in the disputable situation.

Article 17

FINAL PROVISIONS

1. This Agreement shall be implemented on a temporary basis on the date of its signing by both Parties and shall enter into force on the date of notification of the United Nations High Commissioner for Refugees by the Government of Ukraine on the completion of all required constitutional procedures.

2. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently and to attain its humanitarian objectives in the country.

3. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations.

Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

4. Consultations with a view to amending this Agreement may be held at the request of UNHCR or the Government. Amendments shall be made by joint written agreement.

5. This Agreement shall cease to be in force six months after either of the Contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country.

IN WITNESS WHEREOF the undersigned, being duly appointed representatives of the United Nations High Commissioner for Refugees and the Government of Ukraine, respectively, have on behalf of the Parties signed this Agreement in two copies, in the English and Ukrainian languages, both texts being authentic.

DONE in Kyiv this 23rd day of September 1998.

*For the Office of the United Nations
High Commissioner for Refugees:*

[Signature]

Jozsef GYORKE

Head of Office,

*United Nations High Commissioner
for Refugees, Kyiv*

For the Government of Ukraine:

[Signature]

Volodymyr YEVTUKH

*Head of the State Committee of Ukraine
for Nationalities and Migration*

PROTOCOL ON AMENDMENTS TO ARTICLE 4, PARAGRAPH 2, OF THE AGREEMENT
BETWEEN THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES AND
THE GOVERNMENT OF UKRAINE

The United Nations High Commissioner for Refugees and the Cabinet of Ministers of Ukraine (Government of Ukraine) agreed to make amendments to the Agreement between the United Nations High Commissioner for Refugees and the Government of Ukraine.

The following sentence shall be added to article 4, paragraph 2:

“UNHCR, upon consent of the Government of Ukraine, may open UNHCR field offices in cities throughout Ukraine.”

The Protocol shall be temporarily applicable from the date of signing by representatives of both Parties and shall come into force on the date when the Government of Ukraine notifies the United Nations High Commissioner for Refugees that the necessary internal procedures with regard to the coming into force of the Agreement between the United Nations High Commissioner for Refugees and the Government of Ukraine and the Protocol thereto have been completed.

DONE at Kyiv on 23 September 1998 in two copies, in English and Ukrainian, both texts equally being authentic.

*For the Office of the United Nations
High Commissioner for Refugees:*

[Signature]

Jozsef GYORKE

UNHCR Representative in Ukraine

For the Cabinet of Ministers of Ukraine:

[Signature]

Mykola RUDKO

*Head of the State Committee of Ukraine
for Nationalities and Migration*

- (b) Cooperation Agreement between the United Nations (United Nations High Commissioner for Refugees) and the Government of the Republic of Moldova. Signed at Chisinau on 2 December 1998²⁹

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

Whereas the Statute of the Office of the United Nations High Commissioner for Refugees, adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950, provides, inter alia, that the High Commissioner, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the Statute and of seeking permanent solutions for the problem of refugees by assisting Governments and, subject to the approval of the Governments concerned, private organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within new national communities,

Whereas the Office of the United Nations High Commissioner for Refugees, a subsidiary organ established by the General Assembly pursuant to Article 22 of the Charter of the United Nations, is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946,

Whereas the Statute of the Office of the United Nations High Commissioner for Refugees provides in its article 16 that the High Commissioner shall consult the

Governments of the countries of residence of refugees as to the need for appointing representatives therein and that in any country recognizing such need, there may be appointed a representative approved by the Government of that country,

Whereas the Office of the United Nations High Commissioner for Refugees and the Government of the Republic of Moldova wish to establish the terms and conditions under which the Office, within its mandate, shall be represented in the country,

Now therefore, the Office of the United Nations High Commissioner for Refugees and the Government of the Republic of Moldova, in spirit of friendly cooperation, have entered into this Agreement.

Article I

DEFINITIONS

For the purpose of this Agreement the following definitions shall apply:

(a) “UNHCR” means the Office of the United Nations High Commissioner for Refugees;

(b) “High Commissioner” means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on his behalf;

(c) “Government” means the Government of the Republic of Moldova;

(d) “host country” or “country” means the Republic of Moldova;

(e) “Parties” means UNHCR and the Government;

(f) “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;

(g) “UNHCR office” means all the offices and premises, installations and facilities occupied or maintained in the country;

(h) “UNHCR Representative” means the UNHCR official in charge of the UNHCR office in the country;

(i) “UNHCR officials” means all members of the staff of UNHCR employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates as provided in General Assembly resolution 76 (I);

(j) “experts on mission” means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR;

(k) “persons performing services on behalf of UNHCR” means natural and juridical persons and their employees, other than nationals of the host country, retained by UNHCR to execute or assist in the carrying out of its programmes;

(l) “UNHCR personnel” means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.

Article II

PURPOSE OF THIS AGREEMENT

This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government, open offices in the country and

carry out its international protection and humanitarian assistance functions in favour of refugees and other persons of its concern in the host country.

Article III

COOPERATION BETWEEN THE GOVERNMENT AND UNHCR

1. Cooperation between the Government and UNHCR in the field of the international protection of and humanitarian assistance to refugees and other persons of concern to UNHCR shall be carried out on the basis of the Statute of UNHCR and of other relevant decisions and resolutions relating to UNHCR adopted by United Nations organs.

2. The UNHCR office shall maintain consultations and cooperation with the Government with respect to the preparation and review of projects for refugees and other persons of concern.

3. For any UNHCR-funded projects to be implemented by the Government, the terms and conditions including the commitment of the Government and the High Commissioner with respect to the furnishing of funds, supplies, equipment and services or other assistance for refugees shall be set forth in project agreements to be signed by the Government and UNHCR.

4. The Government shall at all times grant UNHCR personnel unimpeded access to refugees and other persons of concern to UNHCR and to the sites of UNHCR projects in order to monitor all phases of their implementation.

Article IV

UNHCR OFFICE

1. The Government welcomes that UNHCR establish and maintain an office or offices in the country for providing international protection and humanitarian assistance to refugees and other persons of concern to UNHCR.

2. UNHCR may designate, with the consent of the Government, the UNHCR office in the country to serve as a regional/area office and the Government shall be notified in writing of the number and level of the officials assigned to it.

3. The UNHCR office will exercise functions as assigned by the High Commissioner, in relation to his mandate for refugees and other persons of his concern, including the establishment and maintenance of relations between UNHCR and other governmental or non-governmental organizations functioning in the country.

Article V

UNHCR PERSONNEL

1. UNHCR may assign to the office in the country such officials or other personnel as UNHCR deems necessary for carrying out its international protection and humanitarian assistance functions.

2. The Government shall be informed of the category of the officials and other personnel to be assigned to the UNHCR office in the country.

3. UNHCR may designate officials to visit the country for purposes of consulting and cooperating with the corresponding officials of the Government or other parties involved in refugee work in connection with: (a) the review, preparation,

monitoring and evaluation of international protection and humanitarian assistance programmes; (b) the shipment, receipt, distribution or use of the supplies, equipment and other materials, furnished by UNHCR; (c) seeking permanent solutions for the problem of refugees; and (d) any other matters relating to the application of this Agreement.

Article VI

FACILITIES FOR IMPLEMENTATION OF UNHCR HUMANITARIAN PROGRAMMES

1. The Government, in agreement with UNHCR, shall take any measure which may be necessary to exempt UNHCR officials, experts on mission and persons performing services on behalf of UNHCR from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees in the country. Such measures shall include the authorization to operate, free of licence fees, UNHCR radio and other telecommunications equipment; the granting of air traffic rights and the exemption from aircraft landing fees and royalties for emergency relief cargo flights, transportation of refugees and/or UNHCR personnel.

2. The Government will, as far as possible, in agreement with UNHCR, provide the following:

(a) Appropriate office premises for the UNHCR office in the country, free of charge;

(b) Facilities for the UNHCR office, such as equipment, movable property and maintenance of the office premises.

3. The Government shall ensure that the UNHCR office is at all times supplied with the necessary public services, and that such public services are supplied on equitable terms.

4. The Government shall take the necessary measures, when required, to ensure the security and protection of the premises of the UNHCR office and its personnel.

5. The Government shall facilitate the location of suitable housing accommodation for UNHCR personnel recruited internationally.

Article VII

PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNHCR, its property, funds and assets, and to its officials and experts on mission the relevant provisions of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946, to which the Government became a party on 12 April 1995.

2. The Government also agrees to grant to UNHCR and its personnel such additional privileges and immunities as may be necessary for the effective exercise of the international protection and humanitarian assistance functions of UNHCR.

3. Without prejudice to paragraph 1 of this article, the Government shall in particular extend to UNHCR the privileges, immunities, rights and facilities provided in articles VIII to XV of this Agreement.

Article VIII

UNHCR OFFICE, PROPERTY, FUNDS AND ASSETS

1. UNHCR, its property, funds and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except insofar as in any particular case it has expressly waived its immunity; it being understood that this waiver shall not extend to any measure of execution.

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

3. The archives of UNHCR, and in general all documents belonging to or held by it, shall be inviolable.

4. The funds, assets, income and other property of UNHCR shall be exempt from:

(a) Any form of direct taxation, provided that UNHCR will not claim exemption from charges for public utility services;

(b) Customs duties and prohibitions and restrictions on articles imported or exported by UNHCR for its official use, provided that articles imported under such exemption will not be sold in the country except under conditions agreed upon with the Government;

(c) Customs duties and prohibitions and restrictions in respect of the import and export of its publications.

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

6. Any materials imported or exported by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance for refugees shall be exempt from all customs duties and prohibitions and restrictions.

7. UNHCR shall not be subject to any financial controls, regulations or moratoria and may freely:

(a) Acquire from authorized commercial agencies, hold and use negotiable currencies, maintain foreign-currency accounts and acquire through authorized institutions, hold and use funds, securities and gold;

(b) Bring funds, securities, foreign currencies and gold into the host country from any other country, use them within the host country or transfer them to other countries.

8. UNHCR shall enjoy the most favourable rate of exchange.

Article IX

COMMUNICATION FACILITIES

1. UNHCR shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Govern-

ment, including its diplomatic missions, or to other intergovernmental, international organizations in matter of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex and other communications, as well as rates for information to the press and radio.

2. The Government shall secure the inviolability of the official communications and correspondence of UNHCR and shall not apply any censorship to its communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

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

4. UNHCR shall have the right to operate radio and other telecommunications equipment, on United Nations registered frequencies, and those allocated by the Government, between its offices, within and outside the country, and in particular with UNHCR headquarters in Geneva.

Article X

UNHCR OFFICIALS

1. The UNHCR Representative and Deputy Representative, and other senior officials as may be agreed between UNHCR and the Government, shall enjoy, while in the country, in respect of themselves, their spouses and dependent relatives, the privileges and immunities, exemptions and facilities normally accorded to diplomatic envoys. For this purpose the Ministry of Foreign Affairs shall include their names in the Diplomatic List.

2. UNHCR officials, while in the country, shall enjoy the following facilities, privileges and immunities:

- (a) Immunity from personal arrest and detention;
- (b) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity to continue even after termination of employment with UNHCR;
- (c) Immunity from inspection and seizure of their official baggage;
- (d) Immunity from any military service obligations or any other obligatory service;
- (e) Exemption, with respect to themselves, their spouses, their relatives dependent on them and other members of their households, from immigration restriction and alien registration;
- (f) Exemption from taxation in respect of salaries and all other remuneration paid to them by UNHCR;
- (g) Exemption from any form of taxation on income derived by them from sources outside the country;
- (h) Prompt clearance and issuance, without cost, of visas, licences or permits, if required, and free movement within, to or from the country to the extent necessary for the carrying out of UNHCR international protection and humanitarian assistance programmes;
- (i) Freedom to hold or maintain within country, foreign exchange, foreign currency accounts and movable property and the right upon termination of employ-

ment with UNHCR to take out of the host country their funds for the lawful possession of which they can show good cause;

(j) The same protection and repatriation facilities with respect to themselves, their spouses and relatives dependent on them and other members of their households as are accorded in time of international crisis to diplomatic envoys;

(k) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports:

(i) Their furniture and personal effects in one or more separate shipments and thereafter to import necessary additions to the same, including motor vehicles, according to the regulations applicable in the country to diplomatic representatives accredited in the country and/or resident members of international organizations;

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

3. UNHCR officials who are nationals of or permanent residents in the host country shall enjoy those privileges and immunities provided for in the Convention.

Article XI

LOCALLY RECRUITED PERSONNEL

1. Persons recruited locally and assigned to hourly rates to perform services for UNHCR shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity.

2. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations resolutions, regulations and rules.

Article XII

EXPERTS ON MISSION

Experts performing missions for UNHCR shall be accorded such facilities, privileges and immunities as are necessary for the independent exercise of their functions. In particular, they shall be accorded:

(a) Immunity from personal arrest or detention;

(b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed on missions for UNHCR;

(c) Inviolability for all papers and documents;

(d) For the purpose of their official communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;

(f) The same immunities and facilities, including immunity from inspection and seizure in respect of their personal baggage, as are accorded to diplomatic envoys.

Article XIII

PERSONS PERFORMING SERVICES ON BEHALF OF UNHCR

Except as the Parties may otherwise agree, the Government shall grant to all persons performing services on behalf of UNHCR, other than nationals of the host country employed locally, the privileges and immunities specified in article V, section 18, of the Convention. In addition, they shall be granted:

(a) Prompt clearance and issuance, without cost, of visas, licences or permits necessary for the effective exercise of their functions;

(b) Free movement within, to or from the country, to the extent necessary for the implementation of the UNHCR humanitarian programmes.

Article XIV

NOTIFICATION

1. UNHCR shall notify the Government of the names of UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR, and of changes in the status of such individuals.

2. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided with a special identity card certifying their status under this Agreement.

Article XV

WAIVER OF IMMUNITY

Privileges and immunities are granted to UNHCR personnel in the interests of the United Nations and UNHCR and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations may waive the immunity of any of UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations and UNHCR.

Article XVI

SETTLEMENT OF DISPUTES

Any dispute between UNHCR and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute 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 a chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article XVII

GENERAL PROVISIONS

1. This Agreement shall be implemented on a temporary basis on the date of its signing by both Parties and shall enter into force on the date of notification of the United Nations High Commissioner for Refugees by the Government of the Republic of Moldova of the completion of all required constitutional procedures.

2. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently and to attain its humanitarian objectives in the country.

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

4. Consultations with a view to amending this Agreement may be held at the request of the Government or UNHCR. Amendments shall be made by joint written agreement.

5. This Agreement shall cease to be in force six months after either of the Contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country.

IN WITNESS WHEREOF the undersigned, being duly appointed representatives of the United Nations High Commissioner for Refugees and the Government of the Republic of Moldova respectively, have on behalf of the Parties signed this Agreement in two original copies, in the English and Moldovan languages. For the purposes of interpretation and in case of conflict, the English text shall prevail.

DONE at Chisinau, this 2nd day of December 1998.

*For the Office of the United Nations
High Commissioner for Refugees:*

[Signature]

Oldrich ANDRYSEK

Head of Liaison Office

*For the Government of the
Republic of Moldova:*

[Signature]

Iurie LEANCA

Deputy Minister of Foreign Affairs

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.³⁰ APPROVED BY THE GENERAL AS- SEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947

In 1998, 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 1998	WHO
Slovenia	21 October 1998	ICAO and IMO
Ecuador	20 November 1998	IFAD

As of 31 December 1998, 106 States were parties to the Convention.³¹

2. INTERNATIONAL LABOUR ORGANIZATION

Exchange of letters between the Director-General of the International Labour Office and the Minister for Foreign Affairs of the Republic of Turkey concerning the transformation of the International Labour Organization office in Ankara into a branch office.³² Geneva, 12 February and 8 May 1998.

I

LETTER FROM THE INTERNATIONAL LABOUR ORGANIZATION

12 February 1998

On 12 February 1998, the Director-General of the International Labour Office addressed the following letter to the Minister for Foreign Affairs of Turkey:

Dear Sir,

I refer to the letter dated 27 January 1997 from the Minister of Labour and Social Security, Mr. Necati Çelik, whereby the proposal of ILO to transform the ILO office in Ankara into a branch office was accepted.

Without prejudice to the conclusion of a more detailed agreement and in order for ILO and its staff to be able to operate in Turkey within an appropriate legal framework corresponding to their status, I would like to seek confirmation that the privileges and immunities granted to ILO by virtue of the Agreement between the Government of the Republic of Turkey and the International Labour Organization, of 21 March 1952, will continue to apply with respect to the ILO branch office in Ankara and its staff, including officials called upon by ILO to perform official duties in Turkey in connection with the office or its work.

I look forward to receiving your Government's acceptance of the above proposal.

(Signed) Michel HANSENNE

II

NOTE VERBALE FROM THE PERMANENT MISSION OF TURKEY TO THE UNITED NATIONS OFFICE AT GENEVA

8 May 1998

The Permanent Mission of the Republic of Turkey to the Office of the United Nations at Geneva and other international organizations in Switzerland presents its

compliments to the International Labour Office and has the honour to transmit herewith the letter signed by His Excellency Mr. Ismail Cem, the Minister for Foreign Affairs of Turkey, addressed to His Excellency Mr. Hansenne, Director-General of the International Labour Organization, concerning the legal framework in which the ILO branch office in Ankara is to operate and its staff to perform official duties in Turkey. This Mission has the pleasure also to inform that the governmental decree which has recently been issued granted the required approval for the exchange of letters which will constitute an agreement on this matter between the Government of Turkey and the International Labour Organization.

The Permanent Mission of the Republic of Turkey avails itself of this opportunity to renew to the International Labour Office the assurances of its highest consideration.

Dear Sir,

I acknowledge receipt of your letter dated 12 February 1998 concerning the legal framework in which the new ILO Ankara office is to operate.

I would like to confirm that the privileges and immunities granted to ILO by virtue of the Agreement between the Government of the Republic of Turkey and the International Labour Organization, of 21 March 1952, will continue to apply with respect to the ILO branch office in Ankara and its staff, including officials called upon by the office to perform official duties in Turkey in connection with the office or its work.

Yours sincerely,

(Signed) Ismail CEM

3. UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

(a) Memorandum of cooperation between the United Nations Educational, Scientific and Cultural Organization and the Republic of Estonia. Done at Tallinn on 9 June 1998

The Republic of Estonia and the United Nations Educational, Scientific and Cultural Organization (UNESCO),

Bearing in mind their common commitment to the ideals of peace, and convinced of the importance of collaboration among nations through education, science, culture, communication and informatics in order to further universal respect for justice, the rule of law and human rights and fundamental freedoms,

Greatly appreciating the results achieved by Estonia in integrating European structures, and fully sharing the conviction that increased attention should be given to strengthening cooperation with intergovernmental organizations in Europe, such as the Organization for Security and Cooperation in Europe, the European Union, the Council of Europe and the Organisation for Economic Co-operation and Development,

Recognizing the assistance provided by UNESCO in reinforcing cooperation between the National Commissions for UNESCO in the Baltic Sea countries and in partnership with subregional organizations, such as the Council of the Baltic Sea

States and the Baltic Assembly, in view of the areas of complementarity that may be identified with a view to establishing joint frameworks for cooperation, and thereby increasing the impact of UNESCO action in the country,

Considering the growing role of civil society and the need to reinforce cooperation, in particular, with non-governmental organizations,

Noting the important coordinating role of the National Commission for UNESCO in formulating and stimulating inputs from the intellectual community of Estonia into the work of UNESCO, and recognizing its potential for implementing UNESCO activities and programmes,

Have agreed as follows:

1. UNESCO will provide support for Estonia's activities aiming at the implementation of the ideals of the culture of peace, including the continuation of the series of international experts' meetings on "The Art of Peace" and the establishment of the Baltic House of Peace.

2. With the support of UNESCO, Estonia will further the development of education, science, culture, communication and informatics and intensify its multi-lateral and bilateral contacts in these fields.

3. Estonia will continue to support fully the objectives, strategies and priorities set forth in UNESCO's Medium-Term Strategy (1996-2001) and their implementation under the Programme and Budget for 1998-1999 and will make every effort to contribute actively to the major initiatives of the Organization.

Education

1. The publication in the Estonian language of the report prepared by the International Commission on Education for the Twenty-first Century, "Learning: the Treasure Within", will help launch the national debate on its conclusions and recommendations with a view to expanding access to all forms and levels of education and to better adapting learning opportunities to the needs of society.

2. In order to promote an in-depth reform of its higher education system founded on the principles of equity, justice, solidarity and liberty, Estonia will seek to contribute further to the preparation of the World Conference on Higher Education to be held at UNESCO headquarters in October 1998, by delegating experts and specialists.

3. Estonia will enhance its collaboration with the UNESCO European Centre for Higher Education, the International Bureau of Education and the International Institute for Educational Planning and the UNESCO Institute for Education, in particular in the fields of lifelong education, training of teacher trainers, higher education policy and management of higher education institutions.

4. The relevant Estonian institutions will cooperate with UNESCO in developing the UNITWIN/UNESCO Chairs Programme. As a first step, a UNESCO Chair in Civics and Multicultural Education Studies will be established at the Jaan Tõnisson Institute in Tallinn.

5. Estonia will collaborate with UNESCO in promoting the use of modem information and communication technologies. UNESCO will assist the Ministry of Education in carrying out the nationwide Tiger Leap Programme, which aims at creating an open interactive learning environment and adapting the education

system of Estonia to the needs of the information society. At the same time, Estonia will be encouraged to share its experience and expertise with other member States through networks, such as those established in the context of "Learning Without Frontiers".

6. UNESCO will facilitate access by Estonian institutions and specialists to the most recent information on educational development and will support their participation in UNESCO's programmes and projects in such areas as pre-school, secondary and adult education, technical and vocational education (the international project on technical and vocational education UNEVOC), environmental education and textbook research and production.

7. Estonia will strengthen its cooperation within the framework of the Associated Schools Project, in particular within the Baltic Sea Project, aiming to increase students' awareness of environmental problems and within the project "Young People's Participation in World Heritage Preservation and Promotion".

8. UNESCO will assist Estonia in its efforts to foster preventive education against drug abuse and AIDS in the context of comprehensive health education and public awareness-raising through the media.

Science

1. With the support of UNESCO, Estonia will strengthen its contribution to the work of the intergovernmental scientific programmes through its participation in the governing bodies and the activities of the national committees.

(a) With respect to the Man and Biosphere Programme and related activities in the ecological sciences, special attention will be given to the issue of ecological knowledge for local community development and biodiversity conservation. UNESCO will provide technical advice to help the Estonian authorities prepare new biosphere reserves nominations for inclusion in the World Network and provide assistance to the West Estonian Archipelago Biosphere Reserve.

(b) The Government will enhance its collaboration with the Intergovernmental Oceanographic Commission, the International Hydrological Programme, the International Geological Correlation Programme and the Management of Social Transformations Programme.

2. In the framework of the project on Environment and Development in Coastal Regions and in Small Islands, UNESCO will support pilot projects to strengthen cross-sectoral action for sustainable living. Cooperation will be sought with the relevant institutions and bodies in the region in the framework of the Baltic Floating University with a view to developing a transdisciplinary project on management of coastal zones in the Baltic Sea region.

3. Estonia will support UNESCO in its efforts to elaborate principles concerning global ethics and the moral responsibility of scientists, in particular, in respect of environmental ethics, info-ethics and human genome ethics. Conscious of the increasing importance of ethical reflection in the light of the cultural and social effects of the rapid development of scientific knowledge and technology, Estonia will participate in the work of the World Commission on the Ethics of Scientific Knowledge and Technology and will delegate specialists to its first session, which is to be held in Norway in November 1998.

4. Estonia will contribute to the preparation of the World Science Conference to be held in Budapest in 1999.

Culture

1. Estonia, in its efforts to enhance policy-making and action in the field of culture, will take into account the Draft Action Plan on Cultural Policies for Development as outlined at the International Conference on Cultural Policies for Development (Stockholm, 30 March–2 April 1998) with a view to integrating cultural policies in human development strategies, providing a new outlook on cultural policies and renewing cultural policy formulation.

2. UNESCO will assist Estonia in safeguarding and revitalizing its tangible and intangible heritage, particularly its historical and architectural monuments. Estonia will make every effort to strengthen the effective implementation of the Convention concerning the Protection of the World Natural and Cultural Heritage by systematic and continuous monitoring of the sites included in the World Heritage List. UNESCO will provide support, within the framework of the World Heritage Fund and by mobilizing extrabudgetary funds, for the conservation of the historic centre of Tallinn, which was placed on the World Heritage List in 1997. With technical support from UNESCO, Estonia will prepare further nominations for inclusion in the World Heritage List.

3. Increased efforts will be made to integrate the preservation of the cultural heritage into the economic and social life of the country. UNESCO will provide assistance to the Latin Quarter Project aiming at reintegrating the historic centre of Tallinn into the daily life of the city.

4. On the basis of existing environmental, cultural, social and infrastructural conditions, projects seeking to establish a combined tourism development and conservation strategy in Estonia will be developed.

5. UNESCO will support the establishment of a databank comprising information on cultural sites, customs and creative traditions in the Baltic region and in Eastern and Northern Europe, as well as their audio-visual recordings, to be known as the Heritage Bank, which will be made available on the Internet

6. Estonia will participate in the UNESCO-supported activities of the Baltic Centre for Writers and Translators in Visby within the framework of a network of cultural centres in the Baltic Sea area with a view to promoting mutual understanding through literary work between peoples in the region.

7. UNESCO will support the inclusion of Estonian works of major importance in its Collection of Representative Works, thus making them better known internationally.

8. The Parties will collaborate in the field of cultural management, particularly in respect of fund-raising and national legislation. To this end, a UNESCO Chair in Cultural Management will be established at Tartu University.

9. Under the Participation Programme, UNESCO will support the organization of an international conference "Culture and Health: Quality of Life in a Changing World" (scheduled for 1999), aiming at promoting a healthy lifestyle and improving the quality of life by strengthening cultural values and social support in society.

Communication, information, informatics

1. The Parties will cooperate in promoting the free flow of information and the development of independent and pluralistic media. In order to provide opportunities for training and professional exchanges, UNESCO will continue to support

the participation of Estonian TV programme-makers in Eastern European INPUT Workshops.

2. On the basis of the experience gained in implementing the information network BALTSTONE, the Parties will cooperate in developing electronic networks for increased cooperation in science, education and culture, establishing virtual learning communities and promoting virtual laboratory applications.

3. Through access to UNESCO's General Information Programme, the Parties will cooperate with a view to facilitating access to information sources, promoting the development of library networks and archive services and ensuring the implementation of the Memory of the World Programme. UNESCO will provide assistance in the preservation of the Estonian Book Heritage.

4. UNESCO will support Estonia's involvement in activities related to youth and the media, in particular in the framework of the International Clearing House on Children and Violence on the Screen at the NORDICOM Documentation Centre at Göteborg University in Sweden.

The Secretariat of UNESCO will cooperate closely with the Estonian National Commission for UNESCO in the implementation of the above-mentioned activities and projects.

DONE in Tallinn on 9 June 1998, in two copies, in the English language.

For the Republic of Estonia:

[Signature]

Lennart MERI

President

*For the United Nations Educational,
Scientific and Cultural Organization:*

[Signature]

Federico MAYOR

Director-General

- (b) Agreement between the United Nations Educational, Scientific and Cultural Organization and the Government of Norway concerning the first session of the World Commission on the Ethics of Scientific Knowledge and Technology (Oslo, 11-13 November 1998)

...

III

PRIVILEGES AND IMMUNITIES

The Government of Norway shall apply, in all matters relating to this meeting, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations as well as annex IV thereto, to which Norway has been a party as from 25 January 1950.

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

IV

DAMAGE AND ACCIDENTS

As long as the premises reserved for the meeting are at the disposal of UNESCO, the Government of Norway shall bear the risk of damage to the premises, facilities and furniture and shall assume and bear all responsibility and liability for accidents

that may occur to persons present therein. The Norwegian authorities shall be entitled to adopt appropriate measures to ensure the protection of the participants, particularly against fire and other risks, of the above-mentioned premises, facilities and furniture. The Government of Norway may also claim from UNESCO compensation for any damage to persons and property caused by the fault of staff members or agents of the Organization.

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Agreements containing provisions similar to those referred to in the paragraph above were also concluded between UNESCO and the Governments of other States members of the organization.

4. WORLD HEALTH ORGANIZATION

Basic Agreement between the World Health Organization and the Government of the Republic of Palau. Done in Palau on 13 April 1998³³

The World Health Organization (hereinafter referred to as “the Organization”) and
The Government of the Republic of Palau (hereinafter referred to as “the Government”),

Desiring to give effect to the resolutions and decisions of the United Nations and of the Organization relating to technical advisory cooperation, and to obtain mutual agreement concerning the purpose and scope of each project and the responsibilities which shall be assumed and the services which shall be provided by the Government and the Organization,

Declaring that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation,

Have agreed as follows:

Article I

ESTABLISHMENT OF TECHNICAL ADVISORY COOPERATION

1. The Organization shall establish technical advisory cooperation with the Government, subject to its budgetary limitation or the availability of the necessary funds. The Organization and the Government shall cooperate in arranging, on the basis of the requests received from the Government and approved by the Organization, mutually agreeable plans of operation for the carrying out of the technical advisory cooperation.

2. Such technical advisory cooperation shall be established in accordance with the relevant resolutions and decisions of the World Health Assembly, the Executive Board and other organs of the Organization.

3. Such technical advisory cooperation may consist of:

(a) Making available the services of advisers in order to render advice to and cooperate with the Government or with other parties;

(b) Organizing and conducting seminars, training programmes, demonstration projects, expert working groups and related activities in such places as may be mutually agreed upon;

(c) Awarding scholarships and fellowships or making other arrangements under which candidates nominated by the Government and approved by the Organization shall study or receive training outside the country;

(d) Preparing and executing pilot projects, tests, experiments or research in such places as may be mutually agreed upon;

(e) Carrying out any other forms of technical advisory cooperation which may be agreed upon by the Organization and the Government.

4. (a) Advisers who are to render advice to and cooperate with the Government or with other parties shall be selected by the Organization in consultation with the Government. They shall be responsible to the Organization;

(b) The advisers shall, in the performance of their duties, act in close consultation with the Government and with persons or bodies so authorized by the Government, and shall comply with instructions from the Government as may be appropriate to the nature of their duties and the cooperation in view and as may be actually agreed upon between the Organization and the Government;

(c) The advisers shall, in the course of their advisory work, make every effort to instruct any technical staff the Government may associate with them in their professional methods, techniques and practices, and in the principles on which these are based.

5. Any technical equipment or supplies which may be furnished by the Organization shall remain its property unless and until such time as title may be transferred in accordance with the policies determined by the World Health Assembly and existing at the date of transfer.

6. The Government shall be responsible for dealing with any claims which may be brought by third parties against the Organization and its advisers, agents and employees, and shall hold harmless the Organization and its advisers, agents and employees in case of any claims or liabilities resulting from operations under this Basic Agreement, except where it is agreed by the Organization and the Government that such claims or liabilities arise from the gross negligence or wilful misconduct of such advisers, agents or employees.

Article II

PARTICIPATION OF THE GOVERNMENT IN TECHNICAL ADVISORY COOPERATION

1. The Government shall do everything in its power to ensure the effective development of the technical advisory cooperation.

2. The Government and the Organization shall consult together regarding the publication, as appropriate, of any findings and reports of advisers that may prove of benefit to other countries and to the Organization.

3. The Government shall actively collaborate with the Organization in the furnishing and compilation of findings, data, statistics and such other information as will enable the Organization to analyse and evaluate the results of the programme of technical advisory cooperation.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANIZATION

1. The Organization shall defray, in full or in part, as may be mutually agreed upon, the costs necessary to the technical advisory cooperation which are payable outside the country, as follows:

(a) The salaries and subsistence allowances (including duty travel per diem) of the advisers;

(b) The costs of transportation of the advisers during their travel to and from the point of entry into the country;

(c) The costs of any other travel outside the country;

(d) Insurance of the advisers;

(e) Purchase and transport to and from the point of entry into the country of any equipment or supplies provided by the Organization;

(f) Any other expenses outside the country approved by the Organization.

2. The Organization shall defray such expenses in local currency as are not covered by the Government pursuant to article IV, paragraph 1, of this Agreement.

Article IV

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government shall contribute to the costs of technical advisory cooperation by paying for, or directly furnishing, the following facilities and services:

(a) Local personnel services, technical and administrative, including the necessary local secretarial help, interpreter-translators and related assistance;

(b) The necessary office space and other premises;

(c) Equipment and supplies produced within the country;

(d) Transportation of personnel, supplies and equipment for official purposes within the country;

(e) Postage and telecommunications for official purposes;

(f) Facilities for receiving medical care and hospitalization by the international personnel.

2. The Government shall defray such portion of the expenses to be paid outside the country as are not covered by the Organization, and as may be mutually agreed upon.

3. In appropriate cases, the Government shall put at the disposal of the Organization such labour, equipment, supplies and other services or property as may be needed for the execution of its work and as may be mutually agreed upon.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government, insofar as it is not already bound to do so, shall apply to the Organization, its staff, funds, properties and assets the appropriate provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.

2. Staff of the Organization, including advisers engaged by it as members of the staff assigned to carry out the purposes of this Basic Agreement, shall be deemed to be officials of the Organization within the meaning of the above Convention. The World Health Organization representative appointed to the Republic of Palau shall be afforded the treatment provided for under section 21 of the said Convention.

Article VI

1. This Basic Agreement shall enter into force upon signature by the duly authorized representatives of the Organization and of the Government.

2. This Basic Agreement may be modified by agreement between the Organization and the Government, each of which shall give full sympathetic consideration to any request by the other Party for such modification.

3. This Basic Agreement may be terminated by either Party upon written notice to the other Party and shall terminate 60 days after receipt of such notice.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organization and the Government respectively, have, on behalf of the Parties, signed the present Agreement in three copies.

DONE in the Republic of Palau this 13th day of April nineteen hundred and ninety-eight.

*For the World Health
Organization:*

[Signature]

S. T. HAN

Regional Director

*For the Government of the
Republic of Palau:*

[Signature]

Kuniwo NAKAMURA

President, Republic of Palau

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A similar agreement was concluded between the World Health Organization and the Government of the Principality of Andorra. Signed at Andorra la Vella, on 11 September 1998, and at Copenhagen, on 11 September 1998

5. WORLD INTELLECTUAL PROPERTY ORGANIZATION

Agreement between the World Intellectual Property Organization and the Government of Australia in relation to the functioning of the Australian Patent Office as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty. Done at Geneva on 4 December 1998³⁴

Preamble

The Government of Australia and the International Bureau of the World Intellectual Property Organization,

Considering that the Agreement of 11 November 1987, under articles 16(3)(b) and 32(3) of the Patent Cooperation Treaty in relation to the functioning of the Australian Patent Office as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty was concluded for a period of 10 years from 1 January 1988 to 31 December 1997,

Desirous to continue the functioning of the Australian Patent Office as an International Searching Authority and International Preliminary Examining Authority under the Patent Cooperation Treaty,

Hereby agree as follows:

Article 1

TERMS AND EXPRESSIONS

1. For the purposes of this Agreement:
 - (a) “Treaty” means the Patent Cooperation Treaty;
 - (b) “Regulations” means the Regulations under the Treaty;
 - (c) “Administrative Instructions” means the Administrative Instructions under the Treaty;
 - (d) “article” (except where a specific reference is made to an article of this Agreement) means an article of the Treaty;
 - (e) “rule” means a rule of the Regulations;
 - (f) “Contracting State” means a State party to the Treaty;
 - (g) “the Authority” means the Australian Patent Office;
 - (h) “the International Bureau” means the International Bureau of the World Intellectual Property Organization.

2. All other terms and expressions used in this Agreement which are also used in the Treaty, the Regulations or the Administrative Instructions have, for the purposes of this Agreement, the same meaning as in the Treaty, the Regulations and the Administrative Instructions.

Article 2

BASIC OBLIGATIONS

1. The Authority shall carry out international search and international preliminary examination in accordance with, and perform such other functions of an International Searching Authority and International Preliminary Examining Authority as are provided under, the Treaty, the Regulations, the Administrative Instructions and this Agreement. In carrying out international search and international preliminary examination, the Authority shall apply and observe all the common rules of international search and of international preliminary examination and, in particular, shall be guided by the Patent Cooperation Treaty Search Guidelines and the Patent Cooperation Treaty Preliminary Examination Guidelines.

2. The Authority and the International Bureau shall, having regard to their respective functions under the Treaty, the Regulations, the Administrative Instructions and this Agreement, render, to the extent considered to be appropriate by both the Authority and the International Bureau, mutual assistance in the performance of their functions thereunder.

Article 3

COMPETENCE OF AUTHORITY

1. The Authority shall act as International Searching Authority for any international application filed with the receiving office of, or acting for, any Contracting State specified in annex A to this Agreement, provided that the receiving office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international search, is in the language or one of the languages specified in annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant.

2. The Authority shall act as International Preliminary Examining Authority for any international application filed with the receiving office of, or acting for, any Contracting State specified in annex A to this Agreement, provided that the receiving office specifies the Authority for that purpose, that such application, or a translation thereof furnished for the purposes of international preliminary examination, is in the language or one of the languages specified in annex A to this Agreement and, where applicable, that the Authority has been chosen by the applicant.

3. Where an international application is filed with the International Bureau as receiving office under rule 19.1(a)(iii), paragraphs 1 and 2 apply as if that application had been filed with a receiving office which would have been competent under rule 19.1(a)(i) or (ii), (b) or (c) or rule 19.2(i).

Article 4

SUBJECT MATTER NOT REQUIRED TO BE SEARCHED OR EXAMINED

The Authority shall not be obliged to search, by virtue of article 17(2)(a)(i), or examine, by virtue of article 34(4)(a)(i), any international application to the extent that it considers that such application relates to subject matter set forth in rule 39.1 or 67.1, as the case may be, with the exception of the subject matter specified in annex B to this Agreement.

Article 5

FEES AND CHARGES

1. A schedule of all fees of the Authority, and all other charges which the Authority is entitled to make, in relation to its functions as an International Searching Authority and International Preliminary Examining Authority, is set out in annex C to this Agreement.

2. The Authority shall, under the conditions and to the extent set out in annex C to this Agreement:

- (i) Refund the whole or part of the search fee paid, or waive or reduce the search fee, where the international search report can be wholly or partly based on the results of an earlier search made by the Authority (rules 16.3 and 41.1);
- (ii) Refund the search fee where the international application is withdrawn or considered withdrawn before the start of the international search.

3. The Authority shall, under the conditions and to the extent set out in annex C to this Agreement, refund the whole or part of the preliminary examination fee paid where the demand is considered as if it had not been submitted (rule 58.3) or where the demand or the international application is withdrawn by the applicant before the start of the international preliminary examination.

Article 6

CLASSIFICATION

For the purposes of rules 43.3(a) and 70.5(b), the Authority shall indicate solely the International Patent Classification.

Article 7

LANGUAGES OF CORRESPONDENCE USED BY THE AUTHORITY

For the purposes of correspondence, including forms, other than with the International Bureau, the Authority shall use the language or one of the languages indicated, having regard to the language or languages indicated in annex A and to the language or languages whose use is authorized by the Authority under rule 92.2(b), in annex D.

Article 8

INTERNATIONAL-TYPE SEARCH

The Authority shall carry out international-type searches to the extent decided by it.

Article 9

ENTRY INTO FORCE

This Agreement shall enter into force on 1 January 1998.

Article 10

DURATION AND RENEWABILITY

This Agreement shall remain in force until 31 December 2007. The parties to this Agreement shall, no later than January 2007, start negotiations for its renewal.

Article 11

AMENDMENT

1. Without prejudice to paragraphs 2 and 3, amendments may, subject to approval by the Assembly of the International Patent Cooperation Union, be made to this Agreement by agreement between the parties hereto; they shall take effect on the date agreed upon by them.

2. Without prejudice to paragraph 3, amendments may be made to the annexes to this Agreement by agreement between the Director General of the World Intellectual Property Organization and the Authority; they shall take effect on the date agreed upon by them.

3. The Authority may, by a notification to the Director General of the World Intellectual Property Organization:

- (i) Add to the indications of States and languages contained in annex A to this Agreement;
- (ii) Amend the schedule of fees and charges contained in annex C to this Agreement;
- (iii) Amend the indications of languages of correspondence contained in annex D to this Agreement.

4. Any amendment notified under paragraph 3 shall take effect on the date specified in the notification, provided that, for any increase of fees or charges contained in annex C, that date is at least one month later than the date on which the notification is received by the International Bureau.

Article 12

TERMINATION

1. This Agreement shall terminate before 31 December 2007:

- (i) If the Government of Australia gives the Director General of the World Intellectual Property Organization written notice to terminate this Agreement; or
- (ii) If the Director General of the World Intellectual Property Organization gives the Government of Australia written notice to terminate this Agreement.

2. The termination of this Agreement under paragraph 1 shall take effect one year after receipt of the notice by the other party, unless a longer period is specified in such notice or unless both parties agree on a shorter period.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

DONE at Geneva, this fourth day of December 1997, in two originals in the English language.

For the Government of Australia:
[Signature]
Edwin Franklin DELOFSKI
*Ambassador and Permanent
Representative to the World Trade
Organization*

For the International Bureau:
[Signature]
Kamil IDRIS
*Director General
World Intellectual Property
Organization*

6. UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

(a) Memorandum of Understanding between the United Nations Industrial Development Organization and the United Nations Conference on Trade and Development concerning a strategic alliance for investment promotion in developing countries. Signed at Geneva on 26 March 1998³⁵

1. The Director-General of UNIDO and the Secretary-General of UNCTAD met at UNCTAD, Geneva, on 26 March 1998 and agreed to take immediate measures for more effective collaboration between the two organizations. They wish to build synergies and complementarities in order to enhance the effectiveness of their joint efforts to promote investment in developing countries.

2. The desire for closer cooperation between the two organizations is based on three considerations:

- Liberalization and expansion of international trade in goods and services and investment and increasing international mobility of enterprises and production processes provide both opportunities and challenges to developing countries. The dynamic relationships among trade, industry, investment and technology offer a new basis for more intense collaboration between the two organizations focused on investment promotion;

- The States members of both UNCTAD and UNIDO regard increased cooperation between the two organizations as an important element of their reform and revitalization;
 - Such increased cooperation will contribute to the reform of the United Nations. The Secretary-General of UNCTAD and the Director-General of UNIDO will inform the Administrative Committee on Coordination on 27 March 1998 of this new development in their mutual support and cooperation.
3. The objectives of this innovative approach to collaboration are:
- Full utilization of the organizations' respective comparative advantages and capacities, so as to maximize the delivery of services and avoid duplication;
 - Optimization of resources available through official development assistance flows and other channels;
 - Development of new cooperative arrangements between both organizations and the private sector;
 - Ensuring the positive impact of investment promotion activities at the country, subregional, regional and global levels.

4. On the basis of these considerations and in the light of the earlier understandings on the comparative advantages of both organizations, UNCTAD will emphasize "upstream" activities and UNIDO "downstream" activities as regards investment promotion.^a To this end, the Director-General of UNIDO is inviting UNCTAD to utilize the substantive and operational capacities of UNIDO field offices and UNIDO Investment Promotion Service Offices and is directing such offices to respond to requests from the Secretary-General of UNCTAD to collaborate in the technical cooperation work of UNCTAD. These arrangements offer a new and cost-effective approach to joint cooperation in the area of investment, technology and enterprise development, bearing in mind the ultimate objective of promoting business at the country level in partnership with the private sector.

5. The strategic alliance of UNCTAD and UNIDO will encompass both joint and complementary work in selected areas related to investment promotion in specific countries (see paras. 6 and 7, and annex I) and at the global level (para. 8). Both organizations will seek to extend their collaboration to other relevant partners offering a variety of investment promotion services.^b

6. Effective promotion of investment requires a comprehensive set of policies and measures ranging from the strengthening of an enabling environment conducive to investment on the one hand to provision of the many public and private services that support an investment programme on the other. Annex II contains a list of investment promotion-related activities for cooperation between the two organizations.

7. Complementary or joint programmes encompassing the areas set out in annex II will be developed by UNIDO and UNCTAD. In the first instance, the re-

^aIn the context of this Memorandum of Understanding, "upstream" activities cover advice and assistance on policy issues affecting investment promotion, including the regulatory and institutional framework for investment. "Downstream" activities involve advice and assistance on industrial sector issues and investment promotion support services. Both "upstream" and "downstream" investment promotion encompass related enterprise development activities, including support for small and medium-sized enterprises.

^bSuch partners include other organizations of the United Nations system, regional groupings, and technical and financial mechanisms that promote investment.

sponsible directors/officials of both organizations (annex III), supported by UNIDO field offices, will agree on joint and complementary activities to be carried out in the countries listed in annex I, in consultation with the Government concerned, and report thereon by 13 May 1998. Recent joint undertakings in Uganda could serve as a model for future collaboration at the country level. Wherever appropriate, such joint exercises should be linked to ongoing United Nations system-wide programming of operational activities, including through the United Nations Development Assistance Framework process.

8. UNCTAD and UNIDO agree to strengthen their mutual support for the activities of the World Association of Investment Promotion Agencies (WAIPA), on the basis of the understandings reached at the Second Annual Conference of the Association in September 1997, and in this regard will give particular support to the regional chapter for Africa. Other joint global or regional activities in the area of investment promotion will be developed on a case-by-case basis.

9. Concrete forms of collaboration between UNIDO and UNCTAD are to be determined on the basis of specific global programmes and activities and/or country programme requirements and circumstances. They will include: meetings at the headquarters of both organizations, joint missions, joint co-sponsoring of meetings/seminars/workshops, operational activities, joint publications and exchange of staff, including Junior Professional Officers.

10. UNIDO and UNCTAD also intend to deepen their cooperation in the area of enterprise development, particularly small and medium-sized enterprise development. The scope of this cooperation will be the subject of further consultations to be reported on by 13 May 1998. In the meantime, each organization will make every effort to contribute to and participate in each other's meetings on enterprise development.

11. With the objective of implementing the provisions of this understanding and within existing rules and regulations, both organizations will reciprocally seek to offer office space, common premises and use of services at their respective headquarters in Geneva and Vienna and, in the case of UNIDO, its field offices. Such reciprocity will be based on the joint programmes established by this Memorandum in the area of investment promotion (viz. paras. 4 and 7), as well as for other mutually agreed activities.

12. UNCTAD and UNIDO will inform their respective governing bodies of the contents of this Memorandum. They will also make arrangements to inform the Economic and Social Council and the United Nations General Assembly, in the context of the programme for reform of the United Nations, of this innovative approach to inter-agency cooperation.

13. The focal point for overseeing the process of cooperation will be, for UNCTAD, Mr. John Burley, and for UNIDO, Mr. R. Carlos Sersale di Cerisano.

14. The Secretary-General of UNCTAD, Mr. Rubens Ricupero, and the Director-General of UNIDO, Mr. Carlos Magariños, will meet in six months' time in Vienna to review progress in the implementation of this Memorandum and to determine further steps in enhancing cooperation between the two organizations.

[Signature]

Rubens RICUPERO

Secretary-General of UNCTAD

Geneva, 26 March 1998

[Signature]

Carlos MAGARIÑOS

Director-General of UNIDO

ANNEX I

List of countries/subregions

UNCTAD and/or UNIDO are currently undertaking activities related to investment promotion in the following countries:

Bangladesh	Madagascar
Bolivia	Mali
Burkina Faso	Morocco
Cambodia	Mozambique
Congo	Namibia
Côte d'Ivoire	Nepal
Democratic People's Republic of Korea	Nicaragua
Ecuador	Niger
Egypt	Pakistan
Ethiopia	Peru
Gambia	Senegal
Guatemala	Togo
Guinea	Uganda
Guinea-Bissau	Uzbekistan
Indonesia	West African Economic and Monetary Union

* * *

UNCTAD and UNIDO will also develop proposals for cooperation with the Palestinian Authority as regards investment promotion.

* * *

Staff of UNCTAD and UNIDO will prepare, by 13 May 1998, specific investment promotion activities, which may be joint or complementary, in those above-listed countries or areas amenable to such an exercise.

This list will be reviewed by both organizations in order to revise and update the selection of target countries/subregions.

- (b) Agreement between the United Nations Industrial Development Organization and the Republic of Austria regarding the headquarters of the United Nations Industrial Development Organization.³⁶

...

Article III

INVIOABILITY OF THE HEADQUARTERS SEAT

Section 15

(a) The Government recognizes the inviolability of the headquarters seat, which shall be under the control and authority of UNIDO as provided in this Agreement.

(b) Except as otherwise provided in this Agreement or in the General Convention and subject to any regulation enacted under section 16, the laws of the Republic of Austria shall apply within the headquarters seat.

(c) Except as otherwise provided in this Agreement or in the General Convention, the courts or other competent organs of the Republic of Austria shall have jurisdiction, as provided in applicable laws, over acts done and transactions taking place within the headquarters seat.

...

Section 16

(a) UNIDO shall have the power to make regulations, operative within the headquarters seat, for the purpose of establishing therein conditions in all respects necessary for the full execution of its functions. No law of the Republic of Austria which is inconsistent with a regulation of UNIDO authorized by this section shall, to the extent of such inconsistency, be applicable within the headquarters seat. Any dispute between the Government and UNIDO as to whether a regulation of UNIDO is authorized by this section or as to whether a law of the Republic of Austria is inconsistent with any regulation of UNIDO authorized by this section shall be promptly settled by the procedure set out in section 46. Pending such settlement, the regulation of UNIDO shall apply and the law of the Republic of Austria shall be inapplicable in the headquarters seat to the extent that UNIDO claims it to be inconsistent with its regulation.

(b) UNIDO shall from time to time inform the Government, as may be appropriate, of regulations made by it in accordance with subsection (a).

(c) This section shall not prevent the reasonable application of fire protection or sanitary regulations of the competent Austrian authorities.

Section 17

(a) The headquarters seat shall be inviolable. No officer or official of the Republic of Austria, or other person exercising any public authority within the Republic of Austria, shall enter the headquarters seat to perform any duties therein except with the consent of, and under conditions approved by, the Director-General. The service of legal process, including the seizure of private property, shall not take place within the headquarters seat except with the express consent of, and under conditions approved by, the Director-General.

(b) Without prejudice to the provisions of the General Convention or of article X of this Agreement, UNIDO shall prevent the headquarters seat from being used as a refuge by persons who are avoiding arrest under any law of the Republic of Austria, who are required by the Government for extradition to another country or who are endeavouring to avoid service of legal process.

...

Article VII

FREEDOM FROM TAXATION

Section 24

(a) UNIDO, its assets, income and other property shall be exempt from all forms of taxation, provided, however, that such tax exemption shall not extend to the owner or lessor of any property rented by UNIDO.

(b) Insofar as the Government, for important administrative considerations, may be unable to grant to UNIDO exemption from indirect taxes which constitute part of the cost of goods purchased by or services rendered to UNIDO, including

rentals, the Government shall reimburse UNIDO for such taxes by the payment, from time to time, of lump sums to be agreed upon by UNIDO and the Government. It is, however, understood that UNIDO will not claim reimbursement with respect to minor purchases. With respect to such taxes, UNIDO shall at all times enjoy at least the same exemptions and facilities as are granted to Austrian governmental administrations or to chiefs of diplomatic missions accredited to the Republic of Austria, whichever are the more favourable. It is further understood that UNIDO shall not claim exemption from taxes which are in fact no more than charges for public utility services.

(c) All transactions to which UNIDO is a party, and all documents recording such transactions, shall be exempt from all taxes, recording fees and documentary taxes. This principle shall also apply to the supply of goods or services purchased by UNIDO for immediate export or use abroad.

(d) Articles imported or exported by UNIDO for official purposes shall be exempt from customs duties and other levies, and from prohibitions and restrictions on imports and exports.

(e) UNIDO shall be exempt from customs duties and other levies, prohibitions and restrictions on the importation of service automobiles and spare parts thereof, required for its official purposes.

(f) The Government shall, if requested, grant allotments of gasoline or other fuels and lubricating oils for each such automobile operated by UNIDO in such quantities as are required for its work and at such special rates as may be established for diplomatic missions in the Republic of Austria.

(g) Articles imported in accordance with subsections (d) and (e) or obtained from the Government in accordance with subsection (f) shall not be sold by UNIDO in the Republic of Austria within two years of their importation or acquisition, unless otherwise agreed upon by the Government.

(h) The articles mentioned in subsection (g) may be disposed of without charge only for the benefit of international organizations possessing comparable privileges or for the benefit of charitable institutions.

(i) UNIDO shall be exempt from the obligation to pay employer's contributions to the Family Burden Equalization Fund or an instrument with equivalent objectives.

Article VIII

FINANCIAL FACILITIES

Section 25

(a) Without being subject to any financial controls, regulations or moratoria of any kind, UNIDO may freely:

- (i) Purchase any currencies through authorized channels and hold and dispose of them;
- (ii) Operate accounts in any currency;
- (iii) Purchase through authorized channels, hold and dispose of funds, securities and gold;
- (iv) Transfer its funds, securities, gold and currencies to or from the Republic of Austria, to or from any other country, or within the Republic of Austria; and

- (v) Raise funds through the exercise of its borrowing power or in any other manner which it deems desirable, except that with respect to the raising of funds within the Republic of Austria UNIDO shall obtain the concurrence of the Government.

(b) The Government shall assist UNIDO in obtaining the most favourable conditions as regards exchange rates, banking commissions in exchange transactions and the like.

(c) UNIDO shall, in exercising its rights under this section, pay due regard to any representations made by the Government insofar as effect can be given to such representations without prejudicing the interests of UNIDO.

Article IX

SOCIAL SECURITY AND PENSION FUND

Section 26

The Pension Fund shall enjoy legal capacity in the Republic of Austria and shall enjoy the same exemptions, privileges and immunities as UNIDO itself. Benefits received from the Pension Fund shall be exempt from taxation.

Section 27

UNIDO and its officials shall be exempt from the application of all laws of the Republic of Austria on social insurance, except as provided in a supplemental Agreement.

Section 28

The Republic of Austria and UNIDO shall through a supplemental agreement make such provisions as may be necessary to enable any official of UNIDO who is not afforded social security coverage by UNIDO to participate in any social security scheme of the Republic of Austria. UNIDO may in accordance with the provisions of such a supplemental agreement arrange for the participation in the Austrian Social Insurance Scheme of those locally recruited members of its staff who do not participate in the Pension Fund or to whom UNIDO does not grant social security protection at least equivalent to that offered under Austrian law.

Article X

TRANSIT AND RESIDENCE

Section 29

(a) In respect of the persons listed below, the Government shall take all necessary measures to facilitate their entry into and sojourn in the territory of the Republic of Austria, shall place no impediment in the way of their departure from the territory of the Republic of Austria, shall ensure that no impediment is placed in the way of their transit to or from the headquarters seat and shall afford them any necessary protection in transit:

- (i) Members of permanent missions and other representatives of member States, their families and other members of their households, as well as clerical and other auxiliary personnel and the spouses and dependent children of such personnel;

- (ii) Members of permanent observer missions of non-member States, members of permanent observer missions of intergovernmental organizations and members of other permanent observer missions, granted such status in accordance with the Constitution of UNIDO, their families and other members of their households, as well as clerical and other auxiliary personnel and the spouses and dependent children of such personnel;
- (iii) Officials of UNIDO, their families and other members of their households;
- (iv) Officials of the United Nations or one of the specialized agencies, or of the International Atomic Energy Agency, who are attached to UNIDO or who have official business with UNIDO in Vienna, and their spouses and dependent children;
- (v) Representatives of other organizations with which UNIDO has established official relations, who have official business with UNIDO;
- (vi) Persons, other than officials of UNIDO, performing missions authorized by UNIDO or serving on committees or other subsidiary organs of UNIDO, and their spouses;
- (vii) Representatives of the press, radio, film, television or other information media who have been accredited to UNIDO after consultation between UNIDO and the Government;
- (viii) Representatives of other organizations or other persons invited by UNIDO to the headquarters seat on official business. The Director-General shall communicate the names of such persons to the Government before their intended entry.

(b) This section shall not apply in the case of general interruptions of transportation, which shall be dealt with as provided in section 20 (b), and shall not impair the effectiveness of generally applicable laws relating to the operation of means of transportation.

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

(d) No activity performed by any person referred to in subsection (a) in his or her official capacity with respect to UNIDO shall constitute a reason for preventing his or her entry into or his or her departure from the territory of the Republic of Austria or for requiring him or her to leave such territory.

(e) No person referred to in subsection (a) shall be required by the Government to leave the territory of the Republic of Austria save in the event of an abuse of the right of residence, in which case the following procedure shall apply:

- (i) No proceeding shall be instituted to require any such person to leave the territory of the Republic of Austria except with the prior approval of the Federal Minister for Foreign Affairs of the Republic of Austria;
- (ii) In the case of a representative of a State, such approval shall be given only after consultation with the Government of the State concerned;
- (iii) In the case of any other person mentioned in subsection (a), such approval shall be given only after consultation with the Director-General and, if expulsion proceedings are taken against any such person, the Director-General shall have the right to appear or to be represented in

such proceedings on behalf of the person against whom such proceedings are instituted; and

- (iv) Persons who are entitled to diplomatic privileges and immunities under section 38 shall not be required to leave the territory of the Republic of Austria otherwise than in accordance with the customary procedure applicable to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria.

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

Section 30

The competent Austrian authorities and the Director-General shall, at the request of either of them, consult as to methods of facilitating entrance into the territory of the Republic of Austria, and as to the use of available means of transportation, by persons coming from abroad who wish to visit the headquarters seat and who do not enjoy the privileges provided by section 29.

Article XI

REPRESENTATIVES TO UNIDO

Section 31

Permanent missions accredited to UNIDO in Vienna shall enjoy the same privileges and immunities as are accorded to diplomatic missions in the Republic of Austria.

Section 32

(a) Members of permanent missions to UNIDO of member States shall be entitled to the same privileges and immunities as the Government accords to members, having comparable rank, of diplomatic missions accredited to the Republic of Austria.

(b) Members of permanent observer missions to UNIDO of non-member States, and members of permanent observer missions to UNIDO of intergovernmental organizations shall be entitled to the same privileges and immunities as the Government accords to members, having comparable rank, of diplomatic missions accredited to the Republic of Austria.

(c) Without prejudice to any additional privileges and immunities the Government may grant unilaterally, members of other permanent observer missions, granted such status in accordance with the UNIDO Constitution, shall be granted such immunities as may be necessary for the independent exercise of their functions in connection with UNIDO.

Section 33

Representatives of States and of intergovernmental organizations to meetings of, or convened by, UNIDO and those who have official business with UNIDO shall, while exercising their functions and during their journey to and from Austria, enjoy the privileges and immunities provided in article IV of the General Convention.

Section 34

Having regard to article 38 (1) of the Vienna Convention on Diplomatic Relations (1961) and to the practice of the Republic of Austria, members of permanent missions and of permanent observer missions referred to in section 32, who are Austrian nationals or stateless persons resident in Austria, shall be accorded only immunity from legal process of every kind in respect of words spoken or written and all acts done by them in their capacity as members of such permanent missions and permanent observer missions.

Section 35

In conformity with article 42 of the Vienna Convention on Diplomatic Relations and the practice of the Republic of Austria, members of permanent missions and permanent observer missions referred to in section 32, who are enjoying the same privileges and immunities as are accorded to members having comparable rank of diplomatic missions accredited to the Republic of Austria, shall not practice for personal profit any professional or commercial activity within the Republic of Austria.

Section 36

UNIDO shall communicate to the Government a list of persons within the scope of this article and shall revise such list from time to time as may be necessary.

Article XII

OFFICIALS OF UNIDO

Section 37

Officials of UNIDO shall enjoy within and with respect to the Republic of Austria the following privileges and immunities:

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

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

(c) Immunity from inspection of official baggage and, if the official comes within the scope of section 38, immunity from inspection of personal baggage;

(d) Exemption from taxation in respect of the salaries, emoluments, indemnities and pensions paid to them by UNIDO for services past or present or in connection with their service with UNIDO;

(e) Exemption from taxation in respect of benefits received from their participation in the Austrian Social Insurance Scheme;

(f) Exemption from taxation on all income and property of officials and members of their families forming part of their households, insofar as such income derives from sources, or insofar as such property is located, outside the Republic of Austria;

(g) Exemption from inheritance and gift taxes, except with respect to immovable property located in the Republic of Austria, insofar as the obligations to pay such taxes arises solely from the fact that the officials and members of their household reside or maintain their usual domicile in Austria;

- (h) Exemption from vehicle tax and engine-related insurance tax;
- (i) Exemption with respect to themselves, their spouses, their dependent relatives and other members of their households from immigration restrictions and alien registration. The same exemption from immigration restrictions shall also apply to retired officials of UNIDO under modalities established by the Government;
- (j) Spouses and dependent relatives living in the same household shall have access to the labour market in accordance with Austrian law on a preferential basis. Insofar as they engage in gainful occupation, privileges and immunities shall not apply with respect to such occupation;
- (k) Exemption from national service obligations, provided that, with respect to Austrian nationals, such exemption shall be confined to officials whose names have, by reason of their duties, been placed upon a list compiled by the Director-General and transmitted to the Government; provided further that should officials, other than those listed, who are Austrian nationals be called up for national service, the Government shall, upon request of the Director-General, grant such temporary deferments in the call-up of such officials as may be necessary to avoid interruption of the essential work of UNIDO;
- (l) Freedom to acquire or maintain within the Republic of Austria or elsewhere foreign securities, foreign currency accounts and other movable and, under the same conditions applicable to Austrian nationals, immovable property; and, at the termination of their assignment with UNIDO, the right to take out of the Republic of Austria through authorized channels without prohibition or restriction, their funds, in the same currency and up to the same amounts as they had brought into the Republic of Austria;
- (m) Without prejudice to the provisions of section 18 (e) of the General Convention and subsection (l), freedom to make, over and above the facilities granted by this Agreement, transfers to other countries;
- (n) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their households as are accorded in times of international crises to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria;
- (o) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports:
 - (i) Their furniture and effects in one or more separate shipments, and thereafter to import necessary additions to the same;
 - (ii) One automobile and one motorcycle every four years;
 - (iii) Limited quantities of certain articles for personal use or consumption and not for gift or sale. UNIDO may establish a commissary for the sale of such articles to its officials and members of delegations, the detailed rules for which are set out in the Agreements mentioned in section 59 (g);
- (p) For themselves and members of their families, on the same terms as Austrian citizens, the right of access to universities and other institutions of higher education for the purpose of obtaining graduate and postgraduate degrees and related training leading to the attainment of the relevant educational and professional qualifications required in Austria.

Section 38

In addition to the privileges and immunities specified in section 37:

(a) The Director-General shall be accorded the privileges and immunities, exemptions and facilities accorded to ambassadors who are heads of missions;

(b) A senior official of UNIDO, when acting on behalf of the Director-General during the latter's absence from duty, shall be accorded the same privileges and immunities, exemptions and facilities as are accorded to the Director-General;

(c) Except as provided in section 39, other officials having the professional grade of P-5 and above, and such additional categories of officials as may be designated, in agreement with the Government, by the Director-General on the ground of the responsibilities of their positions in UNIDO, shall be accorded the same privileges and immunities, exemptions and facilities as the Government accords to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria;

(d) In conformity with article 42 of the Vienna Convention on Diplomatic Relations and the practice of the Republic of Austria, officials enjoying the same privileges and immunities as are accorded to members having comparable rank of diplomatic missions accredited to the Republic of Austria shall not practice for personal profit any professional or commercial activity within the Republic of Austria;

(e) The members of the family of an official referred to in this section forming part of his or her household shall, if they are not Austrian nationals or stateless persons resident in Austria, enjoy those privileges and immunities specified for that category of persons by the Vienna Convention on Diplomatic Relations.

Section 39

(a) Except as otherwise provided, officials of UNIDO who are Austrian nationals or stateless persons resident in Austria shall enjoy only those privileges and immunities provided for in the General Convention, it being understood, nevertheless, that such privileges and immunities include:

(i) Exemption from taxation on benefits paid to them by the Pension Fund;

(ii) Access to the commissary established in accordance with section 37 (o) (iii).

(b) Officials of UNIDO and the members of their families living in the same household to whom this Agreement applies shall not be entitled to payments out of the Family Burden Equalization Fund or an instrument with equivalent objectives, unless such persons are Austrian nationals or stateless persons resident in Austria.

Section 40

(a) The Director-General shall communicate to the Government a list of officials of UNIDO and shall revise such list from time to time as may be necessary.

(b) The Government shall furnish UNIDO for each official within the scope of this article with an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Austrian authorities.

(c) The Government shall ensure that whenever an official of UNIDO is arrested or detained by any Austrian authority, the Director-General shall be promptly informed and allowed to send an official to visit the arrested or detained official, to

converse and to correspond with the official and to provide such legal and medical assistance as may be required.

Section 41

The provisions of this article shall also apply to officials of the United Nations, the specialized agencies and the International Atomic Energy Agency attached to UNIDO.

Article XIII

EXPERTS ON MISSION FOR UNIDO

Section 42

Experts (other than officials of UNIDO coming within the scope of article XII) performing missions authorized by, serving on committees or other subsidiary organs of, or consulting at its request in any way with, UNIDO shall enjoy, within and with respect to the Republic of Austria, the following privileges and immunities so far as may be necessary for the independent exercise of their functions:

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

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

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

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

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

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

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

(h) Without prejudice to the provision of section 22 (e) of the General Convention and subsection (g), freedom to make, over and above the facilities granted by this Agreement, transfers to other countries;

(i) The same immunities and facilities with respect to their personal and official baggage as the Government accords to members, having comparable rank, of the staffs of chiefs of diplomatic missions accredited to the Republic of Austria.

Section 43

(a) Where the incidence of any form of taxation depends upon residence, periods during which the persons designated in section 42 may be present in the

Republic of Austria for the discharge of their duties shall not be considered as periods of residence. In particular, such persons shall be exempt from taxation on their salaries and emoluments received from UNIDO during such periods of duty and shall be exempt from all tourist taxes.

(b) Except as otherwise provided, persons designated in section 42 who are Austrian nationals or stateless persons resident in Austria shall enjoy only those privileges and immunities provided for in the General Convention, it being understood, nevertheless, that such privileges and immunities include exemption from taxation on pensions paid to them by the Pension Fund.

Section 44

(a) UNIDO shall communicate to the Government a list of persons within the scope of this article.

(b) The Government shall furnish UNIDO for each person within the scope of this article with an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to all Austrian authorities.

Article XIV

SETTLEMENT OF DISPUTES

Section 45

UNIDO shall make provision for appropriate methods of settlement of:

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

(b) Disputes involving an official of or expert on mission for UNIDO who, by reason of his or her official position, enjoys immunity, if such immunity has not been waived.

Section 46

(a) Any dispute between the Government and UNIDO concerning the interpretation or application of this Agreement or of any supplementary agreement, or any question affecting the headquarters seat or the relationship between the Government and UNIDO, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators; one to be chosen by the Federal Minister for Foreign Affairs of the Republic of Austria, one to be chosen by the Director-General, and the third, who shall be chairman of the tribunal, to be chosen by the first two arbitrators. Should either Party not have chosen its arbitrator within six months following the appointment by the other Party of its arbitrator or should the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, such second or third arbitrator shall be chosen by the President of the International Court of Justice at the request of the Government or of UNIDO.

(b) The Government or the Director-General of UNIDO may ask the General Conference or the Industrial Development Board, as appropriate, to request of the International Court of Justice an advisory opinion on any legal question arising in the course of such proceedings. Pending the receipt of the opinion of the Court, any interim decision of the arbitral tribunal shall be observed by both Parties. Thereafter, the arbitral tribunal shall render a final decision, having regard to the opinion of the Court.

Article XV

GENERAL PROVISIONS

Section 47

The Republic of Austria shall not incur by reason of the location of the headquarters seat within its territory any international responsibility for acts or omissions of UNIDO or of its officials acting or abstaining from acting within the scope of their functions, other than the international responsibility which the Republic of Austria would incur as a member of UNIDO.

Section 48

Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the Republic of Austria, and not to interfere in the internal affairs of this State.

Section 49

(a) The Director-General shall take every precaution to ensure that no abuse of a privilege or immunity conferred by this Agreement shall occur, and for this purpose shall establish such rules and regulations as may be deemed necessary and expedient, for officials of UNIDO and for such other persons as may be appropriate.

(b) Should the Government consider that an abuse of a privilege or immunity conferred by this Agreement has occurred, the Director-General shall, upon request, consult with the competent Austrian authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Director-General and to the Government, the matter shall be determined in accordance with the procedure set out in section 46.

Section 50

This Agreement shall apply whether or not the Government maintains diplomatic relations with the State or organization concerned and irrespective of whether the State concerned grants the same privilege or immunity to diplomatic envoys or nationals of the Republic of Austria.

Section 51

Whenever this Agreement imposes obligations on the competent Austrian authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.

Section 52

The provisions of this Agreement shall be complementary to the provisions of the General Convention. Insofar as any provision of this Agreement and any provision of the General Convention relate to the same subject matter, the two provisions shall, wherever possible, be treated as complementary, so that both provisions shall be applicable and neither shall narrow the effect of the other.

Section 53

(a) This Agreement shall be construed in the light of its primary purpose of enabling UNIDO at its headquarters seat in the Republic of Austria to fully and efficiently discharge its responsibilities and fulfil its purposes.

(b) Privileges and immunities are granted to officials and experts on mission, in the interests of UNIDO and not for the personal benefit of the individuals themselves.

(c) The Director-General shall have the right and the duty to waive the immunity of any official in any case where, in his or her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of UNIDO.

Section 54

Consultations with respect to modification of this Agreement shall be entered into at the request of the Government or of UNIDO. Any such modification shall be by mutual consent expressed in an exchange of letters or an agreement concluded by the Government and UNIDO.

Section 55

(a) The Government and UNIDO may enter into such supplemental agreements as may be necessary.

(b) If and to the extent that the Government shall enter into any agreement with any intergovernmental organization containing terms or conditions more favourable to that organization than similar terms or conditions of this Agreement, the Government shall extend such more favourable terms or conditions to UNIDO, by means of a supplemental agreement.

Section 56

This Agreement shall apply, *mutatis mutandis*, to other offices of UNIDO established in Austria, with the consent of the Government.

Section 57

This Agreement shall cease to be in force:

- (i) By mutual consent of the Government and UNIDO; or
- (ii) If the headquarters seat of UNIDO is removed from the territory of the Republic of Austria, except for such provisions as may be applicable in connection with the orderly termination of the operations of UNIDO at its headquarters seat in the Republic of Austria and the disposal of its property therein.

Section 58

This Agreement and the annex thereto shall enter into force on the first day of the month following the date of exchange between the Government and UNIDO of the instrument of ratification by the Government and the notification of approval by UNIDO.

Section 59

Without prejudice to such other privileges and immunities as may have been granted by the laws of the Republic of Austria, this Agreement shall supersede the previous Headquarters Agreement of 1967 including all related instruments thereto, which were extended, for an interim period, in respect of UNIDO by exchanges of notes dated 20 December 1985, except for the following agreements, which shall continue to be applicable to UNIDO and to which UNIDO shall be considered a party:

(a) Agreement between the Republic of Austria and the United Nations in regard to the provision at the Vienna International Centre, for the United Nations and the International Atomic Energy Agency, of postal services, including an Exchange of Notes dated 28 June 1979;

(b) Agreement between the Federal Government of the Republic of Austria, the International Atomic Energy Agency and the United Nations regarding the common headquarters area, dated 28 September 1979;

(c) Agreement between the Republic of Austria, the United Nations and the International Atomic Energy Agency regarding the headquarters area common to the United Nations and the International Atomic Energy Agency at the Vienna International Centre, dated 19 January 1981;

(d) Agreement between the Republic of Austria, the United Nations and the International Atomic Energy Agency regarding the establishment and administration of a common fund for financing major repairs and replacements at their headquarters seats at the Vienna International Centre, dated 19 January 1981, and amended by an Exchange of Notes dated 20 December 1985, as well as the Exchange of Notes of the same date regarding dispute settlement under this Agreement;

(e) Protocol of 19 January 1981 regarding the Provisional List of Main Elements referred to in article 2, paragraph 2, of the Agreement between the Republic of Austria, the United Nations and the International Atomic Energy Agency regarding the Establishment and Administration of a Common Fund for Financing Major Repairs and Replacements at the Vienna International Centre.

...

(c) Memorandum of Understanding between the United Nations Industrial Development Organization and the Government of Lebanon on continued operation in 1998 of a UNIDO field office in Beirut covering Lebanon, the Syrian Arab Republic and Jordan. Signed on 25 June 1998

...

Article 2

The Government shall apply to the UNIDO field office in Beirut, its property, funds, assets, and to UNIDO officials, including UNIDO Country Director and his staff in the country, the privileges and immunities provided under the Basic Cooperation Agreement between UNIDO and the Government of Lebanon, signed on 14 March 1989.

Article 3

The level of privileges and immunities granted in accordance with the present Memorandum of Understanding shall be understood to be subject to such adjustment as may be required to take fully into account the general understanding concerning additional privileges and immunities to be reached between the appropriate Lebanese authorities and the specialized agencies of the United Nations having offices or projects in Lebanon. Any such adjustment shall be agreed to in a supplemental Agreement to the present Memorandum of Understanding.

...

7. INTERNATIONAL ATOMIC ENERGY AGENCY

Protocol additional to the Agreement between the International Atomic Energy Agency and the Hashemite Kingdom of Jordan for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons. Done at Vienna on 28 July 1998³⁷

Whereas the Hashemite Kingdom of Jordan (hereinafter referred to as “Jordan”) and the International Atomic Energy Agency (hereinafter referred to as “the Agency”) are parties to an Agreement for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter referred to as “the Safeguards Agreement”), which entered into force on 21 February 1978,

Aware of the desire of the international community to further enhance nuclear non-proliferation by strengthening the effectiveness and improving the efficiency of the Agency’s safeguards system,

Recalling that the Agency must take into account in the implementation of safeguards the need to: avoid hampering the economic and technological development of Jordan or international cooperation in the field of peaceful nuclear activities; respect health, safety, physical protection and other security provisions in force and the rights of individuals; and take every precaution to protect commercial, technological and industrial secrets as well as other confidential information coming to its knowledge,

Whereas the frequency and intensity of activities described in this Protocol shall be kept to the minimum consistent with the objective of strengthening the effectiveness and improving the efficiency of Agency safeguards,

Now therefore Jordan and the Agency have agreed as follows:

RELATIONSHIP BETWEEN THE PROTOCOL AND THE SAFEGUARDS AGREEMENT

Article 1

The provisions of the Safeguards Agreement shall apply to this Protocol to the extent that they are relevant to and compatible with the provisions of this Protocol. In case of conflict between the provisions of the Safeguards Agreement and those of this Protocol, the provisions of this Protocol shall apply.

PROVISION OF INFORMATION

Article 2

- (a) Jordan shall provide the Agency with a declaration containing:
 - (i) A general description of and information specifying the location of nuclear fuel cycle-related research and development activities not involving nuclear material carried out anywhere that are funded, specifically authorized or controlled by, or carried out on behalf of, Jordan;
 - (ii) Information identified by the Agency on the basis of expected gains in effectiveness or efficiency, and agreed to by Jordan, on operational activities of safeguards relevance at facilities and locations outside facilities where nuclear material is customarily used;

- (iii) A general description of each building on each site, including its use and, if not apparent from that description, its contents. The description shall include a map of the site;
- (iv) A description of the scale of operations for each location engaged in the activities specified in annex I to this Protocol;
- (v) Information specifying the location, operational status and the estimated annual production capacity of uranium mines and concentration plants and thorium concentration plants, and the current annual production of such mines and concentration plants for Jordan as a whole. Jordan shall provide, upon request by the Agency, the current annual production of an individual mine or concentration plant. The provision of this information does not require detailed nuclear material accountancy;
- (vi) Information regarding source material which has not reached the composition and purity suitable for fuel fabrication or for being isotopically enriched, as follows:
 - a. The quantities, the chemical composition, the use or intended use of such material, whether in nuclear or non-nuclear use, for each location in Jordan at which the material is present in quantities exceeding ten metric tons of uranium and/or twenty metric tons of thorium, and for other locations with quantities of more than one metric ton, the aggregate for Jordan as a whole if the aggregate exceeds ten metric tons of uranium or twenty metric tons of thorium. The provision of this information does not require detailed nuclear material accountancy;
 - b. The quantities, the chemical composition and the destination of each export out of Jordan, of such material for specifically non-nuclear purposes in quantities exceeding:
 - (1) Ten metric tons of uranium, or for successive exports of uranium from Jordan to the same State, each of less than ten metric tons, but exceeding a total of ten metric tons for the year;
 - (2) Twenty metric tons of thorium, or for successive exports of thorium from Jordan to the same State, each of less than twenty metric tons, but exceeding a total of twenty metric tons for the year;
 - c. The quantities, chemical composition, current location and use or intended use of each import into Jordan of such material for specifically non-nuclear purposes in quantities exceeding:
 - (1) Ten metric tons of uranium, or for successive imports of uranium into Jordan each of less than ten metric tons, but exceeding a total of ten metric tons for the year;
 - (2) Twenty metric tons of thorium, or for successive imports of thorium into Jordan each of less than twenty metric tons, but exceeding a total of twenty metric tons for the year;

it being understood that there is no requirement to provide information on such material intended for a non-nuclear use once it is in its non-nuclear end-use form;

- (vii) *a.* Information regarding the quantities, uses and locations of nuclear material exempted from safeguards pursuant to article 36 of the Safeguards Agreement;
- b.* Information regarding the quantities (which may be in the form of estimates) and uses at each location, of nuclear material exempted from safeguards pursuant to article 35 (*b*) of the Safeguards Agreement but not yet in a non-nuclear end-use form, in quantities exceeding those set out in article 36 of the Safeguards Agreement. The provision of this information does not require detailed nuclear material accountancy;
- (viii) Information regarding the location or further processing of intermediate or high-level waste containing plutonium, high enriched uranium or uranium-233 on which safeguards have been terminated pursuant to article 11 of the Safeguards Agreement. For the purpose of this paragraph, “further processing” does not include repackaging of the waste or its further conditioning not involving the separation of elements, for storage or disposal;
- (ix) The following information regarding specified equipment and non-nuclear material listed in annex II:
 - a.* For each export out of Jordan of such equipment and material: the identity, quantity, location of intended use in the receiving State and date or, as appropriate, expected date, of export;
 - b.* Upon specific request by the Agency, confirmation by Jordan, as importing State, of information provided to the Agency in accordance with paragraph *a* above;
- (x) General plans for the succeeding ten-year period relevant to the development of the nuclear fuel cycle (including planned nuclear fuel cycle-related research and development activities) when approved by the appropriate authorities in Jordan.
- (*b*) Jordan shall make every reasonable effort to provide the Agency with the following information:
 - (i) A general description of and information specifying the location of nuclear fuel cycle-related research and development activities not involving nuclear material which are specifically related to enrichment, reprocessing of nuclear fuel or the processing of intermediate or high-level waste containing plutonium, high enriched uranium or uranium-233 that are carried out anywhere in Jordan but which are not funded, specifically authorized or controlled by, or carried out on behalf of, Jordan. For the purpose of this paragraph, “processing” of intermediate or high-level waste does not include repackaging of the waste or its conditioning not involving the separation of elements, for storage or disposal;
 - (ii) A general description of activities and the identity of the person or entity carrying out such activities, at locations identified by the Agency outside a site which the Agency considers might be functionally related to the activities of that site. The provision of this information is subject to a specific request by the Agency. It shall be provided in consultation with the Agency and in a timely fashion.

(c) Upon request by the Agency, Jordan shall provide amplifications or clarifications of any information it has provided under this article, insofar as relevant for the purpose of safeguards.

Article 3

(a) Jordan shall provide to the Agency the information identified in article 2(a)(i), (iii), (iv), (v), (vi)a, (vii) and (x) and article 2(b)(ii) within 180 days of the entry into force of this Protocol.

(b) Jordan shall provide to the Agency, by 15 May of each year, updates of the information referred to in paragraph (a) above for the period covering the previous calendar year. If there has been no change to the information previously provided, Jordan shall so indicate.

(c) Jordan shall provide to the Agency, by 15 May of each year, the information identified in article 2(a)(vi)b and c for the period covering the previous calendar year.

(d) Jordan shall provide to the Agency on a quarterly basis the information identified in article 2(a)(ix)a. This information shall be provided within sixty days of the end of each quarter.

(e) Jordan shall provide to the Agency the information identified in article 2(a)(viii) 180 days before further processing is carried out and, by 15 May of each year, information on changes in location for the period covering the previous calendar year.

(f) Jordan and the Agency shall agree on the timing and frequency of the provision of the information identified in article 2(a)(ii).

(g) Jordan shall provide to the Agency the information in article 2(a)(ix)b within sixty days of the Agency's request.

COMPLEMENTARY ACCESS

Article 4

The following shall apply in connection with the implementation of complementary access under article 5 of this Protocol:

(a) The Agency shall not mechanistically or systematically seek to verify the information referred to in article 2; however, the Agency shall have access to:

- (i) Any location referred to in article 5(a)(i) or (ii) on a selective basis in order to assure the absence of undeclared nuclear material and activities;
 - (ii) Any location referred to in article 5(b) or (c) to resolve a question relating to the correctness and completeness of the information provided pursuant to article 2 or to resolve an inconsistency relating to that information;
 - (iii) Any location referred to in article 5(a)(iii) to the extent necessary for the Agency to confirm, for safeguards purposes, Jordan's declaration of the decommissioned status of a facility or location outside facilities where nuclear material was customarily used.
- (b) (i) Except as provided in paragraph (ii) below, the Agency shall give Jordan advance notice of access of at least 24 hours;

- (ii) For access to any place on a site that is sought in conjunction with design information verification visits or ad hoc or routine inspections on that site, the period of advance notice shall, if the Agency so requests, be at least two hours but, in exceptional circumstances, it may be less than two hours.

(c) Advance notice shall be in writing and shall specify the reasons for access and the activities to be carried out during such access.

(d) In the case of a question or inconsistency, the Agency shall provide Jordan with an opportunity to clarify and facilitate the resolution of the question or inconsistency. Such an opportunity will be provided before a request for access, unless the Agency considers that delay in access would prejudice the purpose for which the access is sought. In any event, the Agency shall not draw any conclusions about the question or inconsistency until Jordan has been provided with such an opportunity.

(e) Unless otherwise agreed to by Jordan, access shall only take place during regular working hours.

(f) Jordan shall have the right to have Agency inspectors accompanied during their access by representatives of Jordan, provided that the inspectors shall not thereby be delayed or otherwise impeded in the exercise of their functions.

Article 5

Jordan shall provide the Agency with access to:

(a) (i) Any place on a site;

(ii) Any location identified by Jordan under article 2(a)(v)-(viii);

(iii) Any decommissioned facility or decommissioned location outside facilities where nuclear material was customarily used;

(b) Any location identified by Jordan under article 2(a)(i), article 2(a)(iv), article 2(a)(ix) *b* or article 2(b), other than those referred to in paragraph (a)(i) above, provided that if Jordan is unable to provide such access, Jordan shall make every reasonable effort to satisfy Agency requirements, without delay, through other means;

(c) Any location specified by the Agency, other than locations referred to in paragraphs (a) and (b) above, to carry out location-specific environmental sampling, provided that if Jordan is unable to provide such access, Jordan shall make every reasonable effort to satisfy Agency requirements, without delay, at adjacent locations or through other means.

Article 6

When implementing article 5, the Agency may carry out the following activities:

(a) For access in accordance with article 5(a)(i) or (iii): visual observation; collection of environmental samples; utilization of radiation detection and measurement devices; application of seals and other identifying and tamper-indicating devices specified in subsidiary arrangements; and other objective measures which have been demonstrated to be technically feasible and the use of which has been agreed by the Board of Governors (hereinafter referred to as the "Board") and following consultations between the Agency and Jordan;

(b) For access in accordance with article 5(a)(ii): visual observation; item counting of nuclear material; non-destructive measurements and sampling; utilization of radiation detection and measurement devices; examination of records relevant to the quantities, origin and disposition of the material; collection of environmental samples; and other objective measures which have been demonstrated to be technically feasible and the use of which has been agreed by the Board and following consultations between the Agency and Jordan;

(c) For access in accordance with article 5(b): visual observation; collection of environmental samples; utilization of radiation detection and measurement devices; examination of safeguards-relevant production and shipping records; and other objective measures which have been demonstrated to be technically feasible and the use of which has been agreed by the Board and following consultations between the Agency and Jordan;

(d) For access in accordance with article 5(c): collection of environmental samples and, in the event the results do not resolve the question or inconsistency at the location specified by the Agency pursuant to article 5(c), utilization at that location of visual observation, radiation detection and measurement devices and, as agreed by Jordan and the Agency, other objective measures.

Article 7

(a) Upon request by Jordan, the Agency and Jordan shall make arrangements for managed access under this Protocol in order to prevent the dissemination of proliferation-sensitive information, to meet safety or physical protection requirements, or to protect proprietary or commercially sensitive information. Such arrangements shall not preclude the Agency from conducting activities necessary to provide credible assurance of the absence of undeclared nuclear material and activities at the location in question, including the resolution of a question relating to the correctness and completeness of the information referred to in article 2 or of an inconsistency relating to that information.

(b) Jordan may, when providing the information referred to in article 2, inform the Agency of the places at a site or location at which managed access may be applicable.

(c) Pending the entry into force of any necessary subsidiary arrangements, Jordan may have recourse to managed access consistent with the provisions of paragraph (a) above.

Article 8

Nothing in this Protocol shall preclude Jordan from offering the Agency access to locations in addition to those referred to in articles 5 and 9 or from requesting the Agency to conduct verification activities at a particular location. The Agency shall, without delay, make every reasonable effort to act upon such a request.

Article 9

Jordan shall provide the Agency with access to locations specified by the Agency to carry out wide-area environmental sampling, provided that if Jordan is unable to provide such access it shall make every reasonable effort to satisfy Agency requirements at alternative locations. The Agency shall not seek such access until the use of wide-area environmental sampling and the procedural arrangements

therefor have been approved by the Board and following consultations between the Agency and Jordan.

Article 10

The Agency shall inform Jordan of:

(a) The activities carried out under this Protocol, including those in respect of any questions or inconsistencies the Agency had brought to the attention of Jordan, within sixty days of the activities being carried out by the Agency;

(b) The results of activities in respect of any questions or inconsistencies the Agency had brought to the attention of Jordan, as soon as possible but in any case within thirty days of the results being established by the Agency;

(c) The conclusions it has drawn from its activities under this Protocol. The conclusions shall be provided annually.

DESIGNATION OF AGENCY INSPECTORS

Article 11

(a) (i) The Director General shall notify Jordan of the Board's approval of any Agency official as a safeguards inspector. Unless Jordan advises the Director General of its rejection of such an official as an inspector for Jordan within three months of receipt of notification of the Board's approval, the inspector so notified to Jordan shall be considered designated to Jordan.

(ii) The Director General, acting in response to a request by Jordan or on his own initiative, shall immediately inform Jordan of the withdrawal of the designation of any official as an inspector for Jordan.

(b) A notification referred to in paragraph (a) above shall be deemed to be received by Jordan seven days after the date of the transmission by registered mail of the notification by the Agency to Jordan.

VISAS

Article 12

Jordan shall, within one month of the receipt of a request therefor, provide the designated inspector specified in the request with appropriate multiple entry/exit and/or transit visas, where required, to enable the inspector to enter and remain on the territory of Jordan for the purpose of carrying out his/her functions. Any visas required shall be valid for at least one year and shall be renewed, as required, to cover the duration of the inspector's designation to Jordan.

SUBSIDIARY ARRANGEMENTS

Article 13

(a) Where Jordan or the Agency indicates that it is necessary to specify in subsidiary arrangements how measures laid down in this Protocol are to be applied, Jordan and the Agency shall agree on such subsidiary arrangements within ninety days of the entry into force of this Protocol or, where the indication of the need for such subsidiary arrangements is made after the entry into force of this Protocol, within ninety days of the date of such indication.

(b) Pending the entry into force of any necessary subsidiary arrangements, the Agency shall be entitled to apply the measures laid down in this Protocol.

COMMUNICATIONS SYSTEMS

Article 14

(a) Jordan shall permit and protect free communications by the Agency for official purposes between Agency inspectors in Jordan and Agency headquarters and/or regional offices, including attended and unattended transmission of information generated by Agency containment and/or surveillance or measurement devices. The Agency shall have, in consultation with Jordan, the right to make use of internationally established systems of direct communications, including satellite systems and other forms of telecommunication, not in use in Jordan. At the request of Jordan or the Agency, details of the implementation of this paragraph with respect to the attended or unattended transmission of information generated by Agency containment and/or surveillance or measurement devices shall be specified in the subsidiary arrangements.

(b) Communication and transmission of information as provided for in paragraph (a) above shall take due account of the need to protect proprietary or commercially sensitive information or design information which Jordan regards as being of particular sensitivity.

PROTECTION OF CONFIDENTIAL INFORMATION

Article 15

(a) The Agency shall maintain a stringent regime to ensure effective protection against disclosure of commercial, technological and industrial secrets and other confidential information coming to its knowledge, including such information coming to the Agency's knowledge in the implementation of this Protocol.

(b) The regime referred to in paragraph (a) above shall include, among others, provisions relating to:

- (i) General principles and associated measures for the handling of confidential information;
- (ii) Conditions of staff employment relating to the protection of confidential information;
- (iii) Procedures in cases of breaches or alleged breaches of confidentiality.

(c) The regime referred to in paragraph (a) above shall be approved and periodically reviewed by the Board.

ANNEXES

Article 16

(a) The annexes to this Protocol shall be an integral part thereof. Except for the purposes of amendment of the annexes, the term "Protocol" as used in this instrument means the Protocol and the annexes together.

(b) The list of activities specified in annex I, and the list of equipment and material specified in annex II, may be amended by the Board upon the advice of an open-ended working group of experts established by the Board. Any such amendment shall take effect four months after its adoption by the Board.

ENTRY INTO FORCE

Article 17

(a) This Protocol shall enter into force upon signature by the representatives of Jordan and the Agency.

(b) Jordan may, at any date before this Protocol enters into force, declare that it will apply this Protocol provisionally.

(c) The Director General shall promptly inform all States members of the Agency of any declaration of provisional application of, and of the entry into force of, this Protocol.

DEFINITIONS

Article 18

For the purpose of this Protocol:

(a) Nuclear fuel cycle-related research and development activities means those activities which are specifically related to any process or system development aspect of any of the following:

- Conversion of nuclear material,
- Enrichment of nuclear material,
- Nuclear fuel fabrication,
- Reactors,
- Critical facilities,
- Reprocessing of nuclear fuel,
- Processing (not including repackaging or conditioning not involving the separation of elements, for storage or disposal) of intermediate- or high-level waste containing plutonium, high enriched uranium or uranium-233,

but do not include activities related to theoretical or basic scientific research or to research and development on industrial radioisotope applications, medical, hydrological and agricultural applications, health and environmental effects and improved maintenance;

(b) Site means that area delimited by Jordan in the relevant design information for a facility, including a closed-down facility, and in the relevant information on a location outside facilities where nuclear material is customarily used, including a closed-down location outside facilities where nuclear material was customarily used (this is limited to locations with hot cells or where activities related to conversion, enrichment, fuel fabrication or reprocessing were carried out). It shall also include all installations, co-located with the facility or location, for the provision or use of essential services, including: hot cells for processing irradiated materials not containing nuclear material; installations for the treatment, storage and disposal of waste; and buildings associated with specified items identified by Jordan under article 2(a)(iv) above;

(c) Decommissioned facility or decommissioned location outside facilities means an installation or location at which residual structures and equipment essential for its use have been removed or rendered inoperable so that it is not used to store and can no longer be used to handle, process or utilize nuclear material;

(d) Closed-down facility or closed-down location outside facilities means an installation or location where operations have been stopped and the nuclear material removed but which has not been decommissioned;

(e) High-enriched uranium means uranium containing 20 per cent or more of the isotope uranium-235;

(f) Location-specific environmental sampling means the collection of environmental samples (e.g., air, water, vegetation, soil, smears) at, and in the immediate vicinity of, a location specified by the Agency for the purpose of assisting the Agency in drawing conclusions about the absence of undeclared nuclear material or nuclear activities at the specified location;

(g) Wide-area environmental sampling means the collection of environmental samples (e.g., air, water, vegetation, soil, smears) at a set of locations specified by the Agency for the purpose of assisting the Agency in drawing conclusions about the absence of undeclared nuclear material or nuclear activities over a wide area;

(h) Nuclear material means any source or any special fissionable material as defined in article XX of the Statute. The term source material shall not be interpreted as applying to ore or ore residue. Any determination by the Board under article XX of the Statute of the Agency after the entry into force of this Protocol which adds to the materials considered to be source material or special fissionable material shall have effect under this Protocol only upon acceptance by Jordan;

(i) Facility means:

(i) A reactor, a critical facility, a conversion plant, a fabrication plant, a reprocessing plant, an isotope separation plant or a separate storage installation; or

(ii) Any location where nuclear material in amounts greater than one effective kilogram is customarily used;

(j) Location outside facilities means any installation or location, which is not a facility, where nuclear material is customarily used in amounts of one effective kilogram or less.

DONE at Vienna on the 28th day of July 1998 in duplicate in the English language.

*For the Hashemite
Kingdom of Jordan:*

[Signature]

Mazen ARMOUTI

Permanent Representative

*For the International
Atomic Energy Agency:*

[Signature]

Mohamed ELBARADEI

Director General

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* *

Similar agreements were concluded between IAEA and Ghana, on 12 June 1998; New Zealand, on 24 September 1998; and the Holy See, on 24 September 1998.

NOTES

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

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

³For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General of the United Nations* (United Nations publication, Sales No. E.99.V.5).

⁴Came into force on 28 January 1998, in accordance with the provisions of the said letters.

⁵Came into force on 7 April 1998, in accordance with the provisions of the said letters.

⁶Came into force on 18 February 1998 by the exchange of the said letters.

⁷Came into force on 20 February 1998, in accordance with the provisions of the said letters.

⁸Came into force with retroactive effect from 1 January 1997, in accordance with article IV.

⁹Came into force on 23 February 1998 by signature.

¹⁰Came into force on 3 September 1999, in accordance with article XII.

¹¹Came into force on 24 April 1998 by signature, in accordance with article 12.

¹²Came into force on 30 April 1998, in accordance with the provisions of the said letters.

¹³Came into force on 29 July 1998, in accordance with the provisions of the said letters.

¹⁴Came into force on 8 July 1999, in accordance with article 6.

¹⁵Came into force on 3 September 1998, in accordance with the provisions of the said letters.

¹⁶Came into force on 14 October 1998, in accordance with the provisions of the said letters.

¹⁷Came into force on 28 October 1998, in accordance with the provisions of the said letters.

¹⁸Came into force on 10 October 1998, in accordance with the provisions of the said letters.

¹⁹Came into force on 3 November 1998 by signature, in accordance with paragraph 64.

²⁰Came into force on 14 November 1998, in accordance with article VIII.

²¹Came into force on 23 November 1998 by signature, in accordance with article 10.

²²Came into force on 30 December 1998, in accordance with the provisions of the said letters.

²³Came into force on 9 November 2000, in accordance with article XXIII.

²⁴Came into force on 31 October 1998 by signature, in accordance with paragraph 6 of the annex.

²⁵Came into force on 18 December 1998 by signature, in accordance with article 1.

²⁶Came into force: provisionally on 9 November 1998, in accordance with the provisions of the said letters.

²⁷Came into force on 1 December 1998 by signature, in accordance with section 11.

²⁸Came into force: provisionally on 23 September 1998 by signature, in accordance with article 17.

²⁹Came into force: provisionally on 2 December 1998 by signature, in accordance with article XVII.

³⁰United Nations, *Treaty Series*, vol. 33, p. 261.

³¹For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General* (United Nations publication, Sales No. E.99.V.5).

³²Official Bulletin of the ILO, vol. LXXXI, 1998, Series A, No. 1, pp. 44-45.

³³Entry into force: 13 April 1998, in accordance with article VI.

³⁴Entry into force: 1 January 1998, in accordance with article 9.

³⁵Entry into force: 26 March 1998, by signature.

³⁶Entry into force: 1 June 1998, in accordance with section 58.

³⁷Entry into force: 28 July 1998, in accordance with article 17.