

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

2003

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

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

A. Treaties concerning the legal status of the United Nations

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

The following States acceded to the Convention in 2003:**

<i>State</i>	<i>Date of receipt of instrument of accession</i>
Sri Lanka	19 June 2003
United Arab Emirates	2 June 2003

As at 31 December 2003, there were 148 States parties to the Convention.***

2. AGREEMENTS RELATING TO MISSIONS, OFFICES AND MEETINGS

- (a) Arrangements between the United Nations and the Government of the Former Yugoslav Republic of Macedonia Regarding the Joint EEC/EUROSTAT Work Session on Population and Housing Census, to be held in Ohrid from 21 to 23 May 2003. Geneva, 29 January 2003 and 9 May 2003****

I

LETTER FROM THE UNITED NATIONS

29 January 2003

Madam,

I have the honour to give you below the text of arrangements between the United Nations and the Government of The former Yugoslav Republic of Macedonia (hereinafter referred to as "the Government") in connection with the Joint ECE/Eurostat Work Session

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

** The 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.

*** For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General of the United Nations* (United Nations publication, Sales No. E.04. V.2, ST/LEG/SER.E/22).

**** Came into force on 9 May 2003, in accordance with the provisions of the said letters.

on Population and Housing Censuses, to be held, at the invitation of the Government, in Ohrid, from 21 to 23 May 2003.

“ARRANGEMENTS BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE FORMER YUGOSLAV REPUBLIC OF MACEDONIA REGARDING THE JOINT ECE/EUROSTAT WORK SESSION ON POPULATION AND HOUSING CENSUSES TO BE HELD IN OHRID FROM 21 TO 23 MAY 2003.

1. Participants in the Work Session 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 the 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 Work Session, namely:

(a) to supply to all UN staff members who are to be brought to Skopje, air tickets, economy class, Geneva-Skopje-Geneva, to be used on the airlines that cover this itinerary;

(b) to arrange the transfers between Skopje Airport and Ohrid for United Nations staff members, and to pay all corresponding costs;

(c) to supply vouchers for air freight or excess baggage for documents and records; and

(d) to pay to all staff, on their arrival in The former Yugoslav Republic of Macedonia, 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 Work Session, together with terminal expenses up to 120 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 Work Session 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 Work Session; (ii) the transportation provided by the Government; and (iii) the employment for the Work Session 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.

5. The Convention of 13 February 1946 on the Privileges and Immunities of the United Nations, to which The former Yugoslav Republic of Macedonia is a party, shall be applicable to the Work Session, 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 Work Session 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 Work Session shall enjoy such privileges and immunities, facilities and

* The annex is not reproduced herein.

courtesies as are necessary for the independent exercise of their functions in connection with the Work Session;

(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 Work Session;

(d) All participants and all persons performing functions in connection with the Work Session shall have the right of unimpeded entry into and exit from The former Yugoslav Republic of Macedonia. 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 Work Session by the Government shall be the Work Session 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 Work Session 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 nominations 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 the former Yugoslav Republic of Macedonia which shall enter into force on the date of your reply and shall remain in force for the duration of the Work Session and for such additional period as is necessary for its preparation and winding up.

Accept, Madam, the assurances of my highest consideration.

(Signed) Sergei ORDZHONIKIDZE

II

LETTER FROM THE PERMANENT MISSION OF THE FORMER YUGOSLAV REPUBLIC OF MACEDONIA TO THE UNITED NATIONS OFFICE AT GENEVA AND OTHER INTERNATIONAL ORGANIZATIONS IN SWITZERLAND

09 May 2003

Excellency,

In have the honour to acknowledge receipt of Your letter dated 29 January 2003 addressed to the Permanent Mission of the Republic of Macedonia to the United Nations Office at Geneva and Other International Organisations in Switzerland, which refers to the Agreement between United Nations and the Government of the Republic of Macedonia regarding the Joint EEC/EUROSTAT work session on population and housing census, to be held in Ohrid from 21 to 23 May 2003.

I herewith confirm the consent of the Government of the Republic of Macedonia with the proposed text of the Agreement and therefore Your letter and this reply constitute an Agreement between the Republic of Macedonia and United Nations regarding the Joint EEC/EUROSTAT work session on population and housing census.

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

Sincerely,

(Signed) Dragica ZAFIROVSKA

Chargé d'Affaires a.i

(b) Memorandum of Agreement between the United Nations and the Government of France for the Provision of Personnel to the United Nations Assistance Mission in Afghanistan. New York, 4 March 2003*

Whereas according to General Assembly resolution 51/243 the Secretary-General may accept gratis personnel to provide temporary and urgent assistance in the case of new and/or expanded mandates of the Organization, pending a decision by the General Assembly on the level of resources required,

Whereas the Government of France (hereinafter "the Government") has proposed to assist the Organization by making available to it the services of lightly armed personnel to provide close protection within the United Nations Assistance Mission in Afghanistan (UNAMA),

Whereas the Secretary-General has, as an exceptional measure, authorized acceptance of the personnel offered by the Government,

Whereas in his report to the Security Council dated 18 March 2002 (S/2002/278) the Secretary-General stated that "The mission would not have any uniformed personnel, with the exception of a few advisers on military and civilian police matters, and a few lightly armed international personnel required to provide close protection",

Whereas the establishment of UNAMA, with the mandate and structure described in the above-mentioned report, was approved by the Security Council in its resolution 1401 (2002) of 28 March 2002,

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

The United Nations and the Government (hereinafter referred to as “the Parties”) have agreed on the following:

Article 1

OBLIGATIONS OF THE GOVERNMENT

1. The Government agrees to make available to UNAMA for the duration and the purposes of this Agreement the services of gendarmes (hereinafter “personnel”) who shall be considered as members of UNAMA and who, in order to provide close protection within UNAMA, shall be lightly armed. The personnel are listed in appendix I to this Agreement. The appendix may be amended by a simple notification from the Government in the context of personnel rotation and the amendment shall be considered to have been tacitly accepted by the United Nations after 15 days have elapsed since the notification.

2. Unless otherwise specified elsewhere in this Agreement, the Government shall pay all costs connected with the employment of personnel, including salaries, travel costs to and from the location where personnel will be based and allowances and other benefits to which they are entitled. In particular, personnel may take annual leave in accordance with the conditions of employment provided to them by the Government, but within the limits of the leave to which staff members are entitled. Accordingly, personnel with less than six months in service shall be entitled to annual leave at the rate of one and a half days for each full month of continuous service. Personnel accepted initially for a period of more than six months, or whose service is extended beyond six months, shall be entitled to annual leave at the rate of two and a half days for each full month of continuous service. Leave requests shall be approved in advance by the Special Representative of the Secretary-General or by the person authorized to act on his behalf.

3. The Government shall ensure that, during the entire period of service under this Agreement, personnel are suitably covered by adequate medical and life insurance as well as insurance coverage for service-incurred illness, disability or death.

Article 2

OBLIGATIONS OF THE UNITED NATIONS

1. The United Nations shall provide to personnel the offices, support staff, equipment and other resources needed for the performance of the tasks entrusted to them within UNAMA.

2. The costs incurred by personnel who are required to travel in the performance of their duties in the mission area shall be paid by the United Nations in the same conditions as the costs incurred by staff members.

3. The United Nations accepts no liability as regards requests for compensation for illness, injury or death of personnel attributable or related to the provision of the services covered in this Agreement, except in cases where the illness, injury or death is the direct result of serious negligence by staff members of the Organization. The amounts reimbursed by the insurances mentioned in paragraph 3 of article 1 of this Agreement shall be deducted from any sum which the Organization is required to pay.

Article 3

OBLIGATIONS OF PERSONNEL

The Government accepts the conditions and obligations stated below and shall, as necessary, ensure that personnel providing services under this Agreement fulfil these obligations:

(a) Personnel shall perform their functions under the authority and in full compliance with the instructions of the Special Representative of the Secretary-General or of any person acting on his behalf;

(b) Personnel shall undertake to respect the impartiality and independence of the United Nations and shall neither seek nor accept instructions regarding the tasks to be performed under this Agreement from any Government or from any authority external to the Organization;

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

(d) Personnel shall observe all the regulations and all the rules, instructions, procedures and directives issued by the United Nations and UNAMA;

(e) 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 Special Representative of the Secretary-General to the media or to any Government, institution, person or other authority external to the Organization any information that has not been made public and which has become known to them only by reason of their association with the Organization. They shall not use any such information without the written authorization of the Special Representative of the Secretary-General and, in any event, such information shall not be used for personal gain. These obligations shall not lapse upon expiration of this Agreement;

(f) Personnel shall sign an undertaking, reproduced in appendix II of this Agreement.

Article 4

LEGAL STATUS OF PERSONNEL

1. Personnel shall in no way have the status of United Nations staff members.
2. In the performance of their duties with the United Nations, personnel shall have the status of "experts on missions", as defined in sections 22 and 23 of article VI of the Convention on the Privileges and Immunities of the United Nations.

Article 5

ACCOUNTABILITY

1. If personnel do not give satisfaction in their work or do not observe the standards of conduct specified above, the United Nations may decide to terminate their services, in which case it shall give reasons for the decision and one month's notice to the persons concerned.

2. Any serious dereliction of the duties and obligations incumbent on personnel which, in the opinion of the Special Representative of the Secretary-General, justifies

termination of the services of the person concerned before the period of notice has expired shall be notified at once to the Government in order to obtain its agreement to immediate termination. The Secretary-General may, if the circumstances so require, restrict or prohibit access to the Mission premises by the person concerned.

3. The Government shall reimburse to the United Nations the amount of any financial loss or damage to equipment or property belonging to the Organization caused by gratis personnel provided by it, if such loss or damage (a) occurred outside the activity performed in the Organization, or (b) result from serious negligence, intentional misconduct or violation of the applicable rules and policies, whether deliberate or resulting from carelessness on the part of personnel.

Article 6

THIRD PARTY CLAIMS

It shall be the responsibility of the United Nations to settle any request for compensation submitted by third parties when the loss or deterioration of property belonging to them or death or bodily harm were caused by actions or omissions of personnel in the exercise of the functions performed by them for UNAMA under the agreement with the Government. However, if the loss, deterioration, death or injury are attributable to serious negligence or intentional misconduct by such personnel, the Government shall be required to reimburse to the United Nations any sums paid by the Organization to claimants and any costs incurred by it in settling the request for compensation submitted.

Article 7

CONSULTATION

The United Nations and the Government shall consult each other on any question that may arise under this Agreement, including any question connected with the legal status of personnel covered by the Agreement, regarding waiver of immunity in accordance with the relevant provisions of the Convention on the Privileges and Immunities of the United Nations.

Article 8

SETTLEMENT OF DISPUTES

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

Article 9

ENTRY INTO FORCE, DURATION AND TERMINATION

This Agreement shall enter into force on the date of its signature and shall remain in force until the Parties decide by mutual agreement to terminate it or until it is terminated by one of the Parties after one month's notice has been given in writing to the other Party.

Article 10

AMENDMENT

This Agreement may be amended by written agreement between the two Parties. Each Party shall give all due attention to any amendment proposed by the other Party.

In witness whereof, the respective representatives of the United Nations and of the Government have signed this Agreement.

DONE in New York, on 4 March 2003, in duplicate in the French language.

For the United Nations:

Jean-Marie GUÉHENNO

*Under-Secretary-General
Department of Peacekeeping Operation*

For the Government:

Jean-Marc Rochereau De La SABLIERE

*Ambassador, Permanent Representative of
France to the Security Council and Head
of the Permanent Mission of France to the
United Nations in New York*

APPENDIX I*

APPENDIX II

UNDERTAKING

I the undersigned, a member of personnel made available by the French Government to UNAMA to provide close protection within the Mission in accordance with the Memorandum of Agreement between the United Nations and the French Government concerning the provision of personnel to UNAMA, hereby undertake to observe the following requirements:

(a) I understand that, as a member of personnel, I shall in no way have the status of a United Nations staff member;

(b) I also understand that, in the performance of my duties with the United Nations, I shall have the status of an “expert on mission” within the meaning of sections 22 and 23 of article VI of the Convention on the Privileges and Immunities of the United Nations;

(c) I shall perform my duties under the authority of the Special Representative of the Secretary-General or of any other person acting in his name, and shall follow his instructions;

(d) I shall respect the impartiality and independence of the United Nations and shall neither seek nor accept instructions from any Government or any authority external to the Organization concerning the performance of my duties as a member of personnel;

(e) I shall refrain from any conduct that would adversely reflect on the Organization and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or with the performance of my duties;

(f) I shall exercise the utmost discretion in all matters relating to my work and shall not communicate at any time without the authorization of the Special Representative of the Secretary-General to the media or to any Government, institution, person or any other external authority information that has not been made public and which has become known to me solely by reason of my activities with the Organization. I shall not use such information without the written authorization of the

* Appendix I is not published herein.

Special Representative of the Secretary-General and shall not use such information for my personal gain. These obligations shall not lapse at the end of my mission;

(g) I shall observe all the regulations and all the rules, instructions, procedures and directives issued by the United Nations and the Special Representative of the Secretary-General.

Name in capital letters

Signature

Date

(c) Agreement between the United Nations and the Government of Kazakhstan regarding the arrangements for the International Ministerial Conference of Landlocked and Transit Developing Countries and Donor Countries and International Financial and Development Institutions on Transit Transport Cooperation (with attachments*). New York, 27 June 2003**

WHEREAS at its 57th Session, the General Assembly in its resolution 57/242 accepted the offer made by the Government of Kazakhstan to host the International Ministerial Conference of Landlocked and Transit Developing Countries and Donor Countries and International Financial and Development Institutions on Transit Transport Cooperation at Almaty, and

WHEREAS the General Assembly of the United Nations, by paragraph 17 of resolution 47/202 of 22 December 1992, reaffirms that United Nations bodies may hold sessions away from their established headquarters when a Government issuing an invitation for a session to be held within its territory has agreed to defray the actual additional costs directly or indirectly involved, after consultation with the Secretary-General as to their nature and possible extent.

NOW THEREFORE, the United Nations and the Government hereby, agreed as follows:

Article I

DATE AND PLACE OF THE CONFERENCE

The Conference shall be held at Almaty, from 25 to 29 August 2003.

Article II

PARTICIPATION IN THE CONFERENCE

1. Participation in the Conference shall be open to the following:
 - (a) All States Members of the United Nations;
 - (b) Organizations that have received standing invitations from the General Assembly to participate in conferences in the capacity of observers;
 - (c) Specialized and related agencies of the United Nations;
 - (d) Intergovernmental organs of the United Nations;
 - (e) Intergovernmental and non-governmental organizations;

* The attachments are not published herein.

** Came into force on 27 June 2003 by signature, in accordance with article XIII.

- (f) Officials of the United Nations Secretariat;
- (g) Other persons invited by the United Nations.

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

3. The public meetings of the Conference shall be open to representatives of information media accredited by the United Nations at its discretion after consultation with the Government.

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities, as specified in the schedule hereto. The Government shall at its expense furnish, equip and maintain in good repair all these premises and facilities in a manner that the United Nations considers adequate for the effective conduct of the Conference. The conference rooms shall be equipped for reciprocal simultaneous interpretation between six languages and shall have facilities for sound recording in that manner in that number of languages as well as facilities for press, television, radio and film operations, to the extent required by the United Nations. The premises shall remain at the disposal of the United Nations 24 hours a day from two weeks prior to the Conference until a maximum of six days after its close.

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

3. The Government shall bear the cost of all necessary utility services, including local telephone communications, of the secretariat of the Conference and its communications by facsimile or telephone with United Nations Headquarters when such communications are authorized by or on behalf of the Executive Secretary of the Conference.

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

Article IV

ACCOMMODATION

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

Article V

MEDICAL FACILITIES

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

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

Article VI

TRANSPORT

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

2. The Government shall ensure the availability of transport for all participants and those attending the Conference between the Almaty airport, the principal hotels and the conference area.

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

Article VII

POLICE PROTECTION

The Government shall furnish such police protection as may be required to ensure the effective functioning of the Conference in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision and control of a senior officer provided by the Government, this officer shall work in close co-operation with a designated senior official of the United Nations.

Article VIII

LOCAL PERSONNEL

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

2. The Government shall recruit and provide an adequate number of secretaries, typists, clerks, personnel for the reproduction and distribution of documents, assistant conference officers, ushers, messengers, bilingual receptionists, telephone operators, cleaners and workmen required for the proper functioning of the Conference, as well as drivers for the cars referred to in article VI, paragraphs 1 and 3. The exact requirements in this respect will be established by the United Nations in consultation with the Government. Some of the persons shall be available at least one week before the opening of the Conference and until a maximum of six days after its close, as required by the United Nations.

Article IX

FINANCIAL ARRANGEMENTS

1. The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall, in accordance with General Assembly resolution 42/202, paragraph 17, bear the actual additional costs directly or indirectly involved in holding the Conference in Almaty, Kazakhstan rather than at New York. Such costs, which are provisionally estimated at approximately \$US 337,000 shall include, but not restricted to, the actual additional costs of travel and staff entitlements of the United Nations officials assigned to plan for or attend the Conference, as well as the costs of shipping any necessary equipment and supplies. Arrangements for the travel of United Nations officials required to plan for or service the Conference and for the shipment of any necessary equipment and supplies

shall be made by the Secretariat in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices regarding travel standard, baggage allowances, subsistence payments and terminal expenses.

2. The Government shall, not later than 1 July 2003 deposit with the United Nations the sum of \$US 337,000 representing the total estimated costs referred to in paragraph 1. If necessary, the Government shall make further advances as requested by the United Nations so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

3. The deposit and the advances required by paragraph 2 shall be used only to pay the obligations of the United Nations in respect of the Conference.

4. After the Conference, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs incurred by the United Nations and to be borne by the Government pursuant to paragraph 1. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the payments are made. The United Nations, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of the deposit or the advances required by paragraph 2. Should the actual additional costs exceed the deposit, the Government shall remit the outstanding balance within one month of the receipt of the detailed accounts. The final accounts shall be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of accounts shall be subject to any observations which may arise from the audit carried out by the United Nations Board of Auditors, whose determination shall be accepted as final by both the United Nations and the Government.

Article X

LIABILITY

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

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

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

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

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

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which the Government of Kazakhstan is a party, shall be applicable in respect of the Conference. In particular, the representatives of States and of the intergovernmental organs referred to in article II, above, shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of the United Nations performing functions in connection with the Conference referred to

in article II, paragraphs 1(f) and 2, above, shall enjoy the privileges and immunities under articles V and VII of the Convention and any experts on mission for the United Nations in connection with the Conference shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

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

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

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

5. Without prejudice to the preceding paragraphs of the present article, all persons performing functions in connection with the Conference, including those referred to in article VIII 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.

6. All persons referred to in article II shall have the right of entry into and exit from Kazakhstan, and no impediment shall be imposed on their transit to and from the conference site. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted free of charge, as speedily as possible and not later than two weeks before the date of the opening of the Conference, provided the application for the visa is made at least three weeks before the opening of the Conference; if the application is made later, the visa shall be granted not later than three days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the Conference are delivered at Almaty to participants who were unable to obtain them prior to their arrival. Exit permits, where required, shall be granted, as speedily as possible, and in any case not later than three days before the closing of the Conference.

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

8. All persons referred to in article II, above, shall have the right to take out of Kazakhstan at the time of their departure, without any restriction, any unexpended portions of the funds they brought in to Kazakhstan in connection with the Conference and to reconvert any such funds at the rate at which they had originally been converted.

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

Article XII

SETTLEMENT OF DISPUTE

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

Article XIII

FINAL PROVISIONS

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

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

SIGNED this 27th day of June 2003 at New York in duplicate in English.

For the United Nations
[Signature]
Anwarul K. CHOWDHURY
*Under-Secretary-General
and High Representative*

For the Government of Kazakhstan
[Signature]
Kazhmurat NAGMANOV
*Minister of Transport
and Communications*

- (d) Exchange of letters constituting an agreement between the United Nations and the Government of Samoa regarding the arrangements for the Pacific Regional Preparatory Meeting, to be held in Apia from 4 to 8 August 2003. New York, 29 July 2003 and 22 August 2003*

I

LETTERS FROM THE UNITED NATIONS

29 July 2003

Excellency,

I have the honour to enclose the revised text of the Agreement between the United Nations and the Government of Samoa regarding the Arrangements for the Pacific Regional Preparatory Meeting which will be held in Apia, Samoa from 4 to 8 August 2003.

* Came into force on 22 August 2003, in accordance with the provisions of the said letters.

This version incorporates a number of changes requested by your Government, specifically:

- (a) deletion of the provisions in paragraphs 8(d) and 8(h)
- (b) deletion of third and fourth sentences of paragraph 9(e)

(c) alternative wording for the last sentence of paragraph 11. We have consulted with the Office of Legal Affairs regarding the proposed changes to the chapeau of paragraph 11, and they have advised against retaining the proposed amendments as the word “appropriate” would bring uncertainty as to the type of action, claim or other demand for which the Government is responsible. Moreover, such actions, claims or other demands are not meant to relate to privileges and immunities but to matters listed in subparas. 11 (a) to (c). With regard to the names of the participants from eligible Pacific Small Islands Developing States and the Associate Members of the Regional Commissions, this information has been incorporated in the Agreement under paragraph 7 (b). Please note that the participants under paragraph 7 (b) are only those for whom the United Nations will provide travel support, and are part of the total number of participants listed in paragraph 5.

It is our understanding that, although Samoa is neither a party to the 1946 Convention on Privileges and Immunities of the United Nations nor to the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, the provisions of both Conventions shall be deemed applicable for the purpose of the Meeting.

We look forward to an early acceptance of this text so that the Agreement can be concluded.

Accept, Excellency, the assurances of my highest consideration,

(Signed)

Nitin DESAI

Under-Secretary-General

Department of Economic and Social Affairs

* * *

29 July 2003

Excellency,

1. I have the honour to refer to resolution 57/262, in which the General Assembly endorsed the convening of an International Meeting to review the implementation of the Barbados Program of Action for the sustainable development of Small Island Developing States (hereinafter “SIDS”). The resolution was further elaborated by the Commission on Sustainable Development at its 11th session, when it was agreed that a regional preparatory process for SIDS would be included, and that the Pacific Regional Preparatory Meeting (hereinafter referred to as the “Meeting”) would be held.

2. The Meeting, organized by the United Nations, represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”) in cooperation with the Government of Samoa (hereinafter referred to as “the Government”), will be held in Apia, Samoa from 4 to 8 August 2003.

3. The objective of this Meeting is to provide a forum for the Pacific SIDS to present their national assessment reports, to discuss common priorities for action, and to develop a regional synthesis report that will be presented to an Inter-regional Preparatory Meeting of SIDS in January 2004.

4. The Meeting will be attended by the following:

- (a) Government representatives;
- (b) Representatives of Associate Members of the United Nations Regional Economic Commissions;
- (c) Invited experts, including lead speakers and moderators;
- (d) Representatives of the United Nations Specialized Agencies and Regional Economic Commissions;
- (e) Officials of the United Nations.

5. The total number of participants will be approximately 80.

6. The Meeting will be conducted in English.

7. The United Nations will be responsible for:

- (a) Extending invitations to the participants and necessary follow up with them to ensure their participation;
- (b) Providing financial contributions to enable:
 - (i) Participation of 15 delegates from Pacific SIDS (Cook Islands, Fiji, Kiribati, Marshall Islands, Micronesia, Nauru, Niue, Palau, Papua New Guinea, Samoa, Solomon Islands, Timor-Leste, Tonga, Tuvalu and Vanuatu);
 - (ii) Through voluntary funds, participation of a further 15 delegates from the Pacific SIDS listed above and 5 delegates from Associate Members of Regional Commissions (American Samoa, French Polynesia, Guam, New Caledonia and Northern Marianas, Wallis and Futuna);
 - (iii) Participation of six officials of the United Nations (Manuel Dengo, Chief, Water Resources and SIDS Branch; Diane Quarless, Chief, SIDS Unit; Espen Ronneberg, Interregional Adviser on SIDS; Hiroshi Tamada, Information Systems Specialist; Nubia Soto, Technical Cooperation Assistant);
- (c) Overall technical support to the organization of plenary sessions that will include: (i) the preparation of scope of work for thematic papers; and (ii) the identification and lining-up of speakers and a moderator;
- (d) Coordination and management of donors' financial assistance through a Trust Fund to support participation in the preparatory meeting and supporting activities as appropriate, especially arranging the participation of delegates from developing countries;
- (e) Discussions with various UN agencies to secure their participation at the Meeting;
- (f) Drafting of the recommendations of the preparatory meeting;
- (g) Technical and logistical support during the Meeting.

8. The Government will be responsible for:

- (a) Planning and organizing activities and services related to various sessions and side events, including provision and allocation of space/halls for all sessions;

(b) Organizing and implementing security arrangements for the whole Meeting, including those for the Meeting participants, VIPs, Meeting premises and hotels, etc;

(c) Facilitating the obtaining of reduced hotel(s) rates for the Meeting participants;

(d) Making transportation arrangements between: (i) airport and hotels; (ii) hotels and Meeting sites; and (iii) various Meeting premises;

(e) Preparing the Meeting documentation and ensuring its distribution during the sessions;

(f) Providing substantive and technical secretariat services for the Meeting, and maintaining records of Meeting-servicing activities;

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

(a) The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 (“the Convention”), to which the Government is not a party, shall nevertheless be applicable in respect of the Meeting;

(b) The representatives of States participating in the Meeting shall enjoy the privileges and immunities provided under Article IV of the Convention and the participants invited by the United Nations, shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under Articles VI and VII of the Convention. Officials of the United Nations 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. The privileges and immunities provided under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947, shall be applicable to officials of Specialized Agencies participating in or performing functions in connection with the Meeting.

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

(d) 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;

(e) All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from Samoa. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible. Arrangements shall also be made to ensure that visas for the duration of the Meeting are delivered at the airport of arrival to those participants who were unable to obtain them prior to their arrival.

10. The Government shall furnish such police protection as may be required to ensure the effective functioning of the Meeting in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision and control of a senior officer provided by the Government, this Officer shall work in close cooperation with a designated senior official of the United Nations.

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

(a) injury to persons, or damage to or loss of property in Meeting or office premises provided for the Meeting;

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

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

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

12. Any dispute between the United Nations and the Government of Samoa concerning the interpretation or application of this Agreement, except for a dispute that is regulated by Section 30 of the Convention or any other applicable agreement, shall be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one 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 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.

13. I further propose that upon receipt of your Government's confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of Samoa in relation to the hosting of the Pacific Regional Preparatory Meeting, 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 for all matters relating to any of its provisions to be settled.

Accept, Excellency, the assurances of my highest consideration.

(Signed)

Nitin DESAI

Under-Secretary-General

Department of Economic and Social Affairs

II
LETTER FROM THE PERMANENT MISSION OF SAMOA TO
THE UNITED NATIONS

22 August 2003

Excellency,

I have the honour to acknowledge receipt of your letter of 29 July 2003 and to say that the Agreement as revised is acceptable.

Accept, Excellency, the assurances of my highest consideration.

(Signed)

Tuiloma NERONI SLADE

Ambassador/Permanent Representative

- (e) Agreement between the United Nations and the Government of the Kingdom of Thailand regarding the Fifth Meeting of the States Parties to the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-Personnel Mines and on their Destruction. New York, 4 September 2003 and Geneva, 8 September 2003*

WHEREAS the Convention on the Prohibition of the Use, Stockpiling, Production and Transfer of Anti-personnel Mines and on Their Destruction (“the Convention”) was concluded at Oslo on 18 September 1997;

WHEREAS the Convention, pursuant to its Article 17, paragraph 1, entered into force on 1 March 1999, i.e., the first day of the sixth month after the month in which the 40th instrument of ratification, acceptance, approval or accession had been deposited;

WHEREAS, in accordance with Article 11, paragraph 2 of the Convention, the First Meeting of States Parties was convened by the Secretary-General of the United Nations within one year after the entry into force of the Convention in Maputo, Mozambique, from 3 to 7 May 1999;

WHEREAS, in accordance with Article 11, paragraph 2 of the Convention, subsequent meetings shall be convened by the Secretary-General of the United Nations annually until the first Review Conference;

WHEREAS the General Assembly of the United Nations, by resolution 57/74 of 22 November 2002, requested the Secretary-General of the United Nations, in accordance with Article 11, paragraph 2 of the Convention, to undertake the preparations necessary to convene the Fifth Meeting of the States Parties (“Fifth Meeting”) at Bangkok from 15 to 19 September 2003;

WHEREAS the General Assembly, by that same resolution, requested the Secretary-General, on behalf of States Parties and in accordance with Article 11, paragraph 4 of the Convention, to invite States not parties to the Convention, as well as the United Nations, other relevant international organizations or institutions, regional organizations, the International Committee of the Red Cross and relevant non-governmental organizations to attend the Meeting as observers;

* Came into force on 8 September 2003 by signature, in accordance with article XIII.

WHEREAS, pursuant to Article 14, paragraph 1 of the Convention, the costs of the Fifth Meeting shall be borne by the States Parties and States not parties to the Convention participating therein, in accordance with the United Nations scale of assessments adjusted appropriately;

NOW THEREFORE, the United Nations and the Government of the Kingdom of Thailand (“the Government”) hereby agree as follows:

Article I

DATE AND PLACE OF THE FIFTH MEETING

The Fifth Meeting shall be held at the United Nations Conference Centre in Bangkok from 15 to 19 September 2003.

Article II

ATTENDANCE AT THE FIFTH MEETING

1. In accordance with the provisions of the Convention and the rules of procedure agreed by the States Parties, the Fifth Meeting shall be open to:

- (a) Representatives of the States Parties to the Convention;
- (b) Representatives of States not parties to the Convention;
- (c) Representatives of the United Nations;
- (d) Representatives of other relevant international organizations or institutions;
- (e) Representatives of regional organizations;
- (f) Representatives of the International Committee of the Red Cross;
- (g) Representatives of relevant non-governmental organizations.

2. The public meetings of the Fifth Meeting shall be open to representatives of the information media accredited to the Fifth Meeting in consultation with the Government.

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The premises and general equipment, utilities and supplies for the Fifth Meeting shall be provided by the United Nations. The Government shall make available such additional equipment and supplies as are required for the Fifth Meeting but are not available in the United Nations Conference Centre, as specified in the Annex to this Agreement.

2. Without prejudice to the present article, the Government and the United Nations may mutually agree to change the specifications detailed in the Annex, by means of an exchange of letters, in order to secure the most adequate usage of the premises and equipment of the Fifth Meeting.

Article IV

ACCOMMODATION

The Government shall ensure that adequate accommodation in hotels or residences, within reasonable distance of the United Nations Conference Centre, is available at commercial rates for persons participating in or attending the Fifth Meeting. The

Government shall ensure that, upon reasonable notice, sufficient block bookings are made in appropriate hotels to accommodate United Nations staff.

Article V

MEDICAL FACILITIES

The United Nations will provide adequate medical facilities for first aid in emergencies at the United Nations Conference Centre. The Government shall ensure that immediate access and admission to hospital is available whenever required, and that the necessary transport is constantly available on call.

Article VI

TRANSPORT

1. The Government shall provide transport between the Bangkok international airport, the principal hotels, and the United Nations Conference Centre for members of the United Nations Secretariat servicing the Conference upon their arrival and departure, as well as transportation to and from the hotel and the Conference Centre for the duration of the Fifth Meeting and a reasonable time before and after for the preparation of and settlement of all matters related to the Fifth Meeting. The Government shall ensure that such official transportation is expeditiously provided as required for the appropriate servicing of the Fifth Meeting.

2. The Government shall ensure the availability of transport between the Bangkok international airport, the United Nations Conference Centre and the principal hotels for all participants and those attending the Conference.

3. The Government shall make available at its own cost appropriate transportation for heads of delegations who are ministers, United Nations senior officials and senior officials of regional or international organizations to and from the airport as well as to and from the Conference Centre as required.

4. The coordination and use of cars, buses and minibuses made available pursuant to this article shall be ensured by transportation dispatchers to be provided by the Government.

Article VII

POLICE PROTECTION

1. The Government shall make available such police protection as is required to ensure the efficient functioning of the Fifth Meeting without interference of any kind. Such police service shall be under the direct supervision and control of a senior officer to be provided by the Government and shall work in close cooperation with the Director of the Security and Safety Unit at the United Nations Conference Centre, so as to ensure a proper atmosphere of security and tranquility.

2. Security within the United Nations Conference Centre, including access control and related equipment, shall be the responsibility of the United Nations. The Government shall be responsible for all security arrangements, and the provision of any necessary equipment, outside the United Nations Conference Centre premises.

Article VIII

LOCAL PERSONNEL

1. The Government shall make available at its own cost an official who shall act as a liaison officer between the Government and the United Nations, and shall be responsible and have the requisite authority, in consultation with the United Nations, for carrying out the administrative and personnel arrangements for the Fifth Meeting as required under this Agreement.

2. The Government shall make available at its own cost and place under the general supervision of the United Nations the local personnel required:

(a) to ensure the proper functioning of the additional equipment referred to in Article III above;

(b) to work as secretaries, clerks, messengers, conference room ushers, drivers, telephone operators, or similar.

Detailed requirements for local personnel are specified in the Annex to this Agreement.* The United Nations will advise the Government of the required duration for the engagement of local personnel.

3. The Government shall make available at its own cost, at the request of the United Nations, such of the local personnel referred to in this Article as might be required by the United Nations, before the opening and after the closing of the Fifth Meeting, for a period of at least seven days in advance and five days following.

4. The Government shall make available at its own cost, at the request of the United Nations, adequate numbers of the local personnel referred to in paragraph 2 above to maintain such night services as may be required in connection with the Fifth Meeting.

Article IX

FINANCIAL ARRANGEMENTS

1. In accordance with Article 14 of the Convention, all costs of the Fifth Meeting shall be borne by the States Parties and States not parties to the Convention participating therein, in accordance with the United Nations scale of assessment adjusted appropriately. Notwithstanding the above, the Government shall bear the costs associated with the provision of some services as provided for in this Agreement.

2. The United Nations shall provide the States Parties with an accounting of all funds received and disbursed. The statement of accounts shall be subject to audit as provided in the Financial Regulations and Rules of the United Nations.

3. Actual costs shall be determined after the closure of the Fifth Meeting and all related expenditures have been reported and recorded in the accounts of the United Nations.

Article X

LIABILITY

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

* The Annex is not published herein.

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

(b) the employment, for the Fifth Meeting, of the personnel referred to in Article VIII.

2. The Government shall hold harmless the United Nations and its officials in respect of any such action, claim or demand, except where it is agreed by the United Nations and the Government that such action, claim or demand is caused by the gross negligence or wilful misconduct of the United Nations officials.

Article XI

PRIVILEGES AND IMMUNITIES

1. The Agreement relating to the Headquarters of Economic Commission for Asia and the Far East in Thailand, signed on 26 May 1954 (“the Headquarters Agreement”), shall apply to the Fifth Meeting. In particular, representatives of States shall enjoy the privileges and immunities provided under article VI of the Headquarters Agreement. United Nations officials performing functions in connection with the Fifth Meeting shall enjoy the privileges and immunities provided under articles VIII and X of the Headquarters Agreement, and any experts on missions for the United Nations in connection with the Fifth Meeting shall enjoy the privileges and immunities provided under articles IX and X of the Headquarters Agreement.

2. The representatives of the specialized agencies and the International Atomic Energy Agency shall enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947 or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency of 1 July 1959, as appropriate, as specified in the present Agreement.

3. Representatives of international and regional organizations, non-governmental organizations and other institutions referred to in Article II (d) to (g) who are invited in accordance with the agreed rules of procedure shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Fifth Meeting.

4. The local personnel requested by the United Nations and provided by the Government under Article VIII above shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Fifth Meeting.

5. Without prejudice to the preceding paragraphs of the present Article, all persons performing functions in connection with the Fifth Meeting, including those referred to in Article VIII and all those invited to the Fifth Meeting, shall enjoy such privileges, immunities and facilities as are necessary for the independent exercise of their functions in connection with the Fifth Meeting. The representatives of the information media referred to in Article II, paragraph 2 above shall be accorded the appropriate facilities necessary for the independent exercise of their functions relating to the Fifth Meeting.

6. All persons referred to in Article II shall have the right of unimpeded entry into and exit from Thailand, and no impediment shall be imposed on their transit to and from the Fifth Meeting premises. They shall be granted facilities for speedy travel. Visas and

entry permits, where required, shall be granted free of charge and as speedily as possible. When applications are made four weeks before the opening of the Fifth Meeting, visas shall be granted not later than two weeks before the opening of the Fifth Meeting. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later than three days before the opening. Arrangements shall also be made to ensure that visas for the duration of the Fifth Meeting are delivered at the point of arrival to those who were unable to obtain them prior to their arrival.

7. All persons referred to in Article II above shall have the right to take out of Thailand, at the time of their departure, without any restriction, any unexpended portions of the funds they brought into Thailand in connection with the Fifth Meeting.

8. The Government shall allow, for use immediately prior to, after and during the Fifth Meeting, the temporary importation, tax-free and duty-free, of all equipment, including audio, video, photographic and other technical equipment accompanying representatives of the information media accredited to the Fifth Meeting and for use in connection with the Fifth Meeting, and shall waive import duties and taxes on supplies necessary for the Fifth Meeting. It shall issue without delay any necessary import and export permits for this purpose.

Article XII

SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government concerning the interpretation or 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 Chair, to be chosen by the first two arbitrators. If either party fails to appoint an arbitrator within 60 days of the appointment by the other party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either party. However, any such dispute that involves a question regulated by the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with section 30 of that Convention.

Article XIII

FINAL PROVISIONS

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

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

IN WITNESS THEREOF, the undersigned being duly authorized plenipotentiary of the Government and duly appointed representative of the United Nations, have on behalf of the Parties signed the present Agreement in two copies in English.

For the United Nations
(Signed)
Nobuyasu ABE
Under-Secretary-General
for Disarmament Affairs
New York, 4 September 2003

For the Government of Thailand
(Signed)
Laxanachantorn LAOHAPHAN
Ambassador Extraordinary and
Plenipotentiary
Geneva, 8 September 2003

- (f) Agreement between the United Nations and the Government of the Republic of Côte d'Ivoire concerning the Status of the United Nations Mission in Côte d'Ivoire. Abidjan, 18 September 2003*

Considering that the United Nations Mission in Côte d'Ivoire (hereinafter referred to as "MINUCI"), established pursuant to Security Council resolution 1479 (2003) of 13 May 2003, in accordance with the recommendations in the report of the Secretary-General of 26 March 2003 (S/2003/374), is responsible for fulfilling the mandate, set forth in the aforementioned Security Council resolution, to facilitate the implementation of the Linas-Marcoussis Agreement concluded on 23 January 2003 by the Ivorian political forces and approved by the Conference of Heads of State on Côte d'Ivoire on 25 and 26 January 2003 (S/2003/99);

Considering that the Government of the Republic of Côte d'Ivoire (hereinafter referred to as the "Government") wishes to support MINUCI in accomplishing its mission;

The United Nations and the Government have agreed as follows:

1. In order for MINUCI to carry out its mission effectively, it should benefit from the sustained cooperation of the Government with regard to its activities and those of its members in the performance of their official duties, as well as those of contractors whose services have been secured by the Mission. MINUCI will also be given access to airport facilities and ground and sea installations in Côte d'Ivoire for the transport of its logistical means and its equipment.

2. The Government shall extend to MINUCI, as an organ of the United Nations, its property, funds and assets and its members listed in paragraph 3 (a), (b) and (c) below, the privileges and immunities provided for in the Convention on the Privileges and Immunities of the United Nations (hereinafter referred to as the "Convention"), to which Côte d'Ivoire is a party. Additional facilities as provided for herein are also required for the contractors and their employees (hereinafter referred to as "United Nations contractors") engaged by the United Nations or by MINUCI to perform services exclusively for MINUCI and/or supply exclusively to MINUCI materials, supplies, equipment and other goods in support of its activities.

* Came into force on 18 September 2003 by signature, in accordance with its provisions.

3. The Government shall extend to:

(a) The high-ranking members of MINUCI, 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 MINUCI, the privileges and immunities to which they are entitled under Articles V and VII of the Convention. Locally recruited members of MINUCI shall enjoy the immunities concerning acts performed by them in their official capacity and exemption from taxation and national service obligations provided for in sections 18 (a), (b) and (c) of the Convention;

(c) Other persons performing missions of the United Nations, including United Nations liaison officers, the privileges and immunities accorded to experts performing missions of the United Nations under Article VI and Article VII, section 26 of the Convention;

Subject to the provisions of the previous clauses, the aforementioned members of MINUCI shall be immune from legal process in respect of acts performed by them in their official capacity (this immunity shall include their spoken or written words);

(d) United Nations contractors who have not been engaged locally shall be accorded repatriation facilities in time of crisis and exemption from taxes on the services provided to MINUCI, including corporate, income, social security and other similar taxes arising directly from the provision of such services.

4. The privileges and immunities necessary for the fulfilment of the functions of MINUCI also include:

(a) Unrestricted freedom of entry and exit, without delay or hindrance, of its members and United Nations contractors, their property, supplies, materials and spare parts and means of transport; issuance by the Government, free of charge and without any restriction, of multiple-entry visas for members of MINUCI and issuance by the Government, free of charge and without restriction, of any visa, authorization or permit required by United Nations contractors;

(b) Unrestricted freedom of movement throughout the country of its members and United Nations contractors, their property, materials and means of transport. MINUCI, 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 and port fees, including wharfage charges. Exemption from charges which are in fact charges for services rendered will not, however, be claimed;

(c) The right to import, free of duty or other restrictions, equipment, materials, supplies and other goods which are for the exclusive and official use of MINUCI;

(d) The right to re-export or otherwise dispose of such equipment, as far as it is still usable, and all unconsumed materials, supplies and other goods so imported or cleared ex customs that have not been transferred or otherwise ceded to the Government or to an entity designated by the Government, on terms and conditions to be agreed upon;

(e) The issuance by the Government, as soon as possible, of all permits, authorizations and licences required for the import or acquisition of materials, supplies, equipment and other goods used in support of MINUCI, even though they may be imported or purchased

by United Nations contractors, without any restriction or administrative costs, charges or tax duties, including value added tax in the case of significant purchases;

(f) Acceptance by the Government of permits or licences issued by the United Nations for the operation of vehicles used in support of MINUCI; acceptance by the Government or, where necessary, validation by the Government, without any restriction and as soon as possible, of licences and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels used in support of MINUCI; issuance by the Government, without any restriction and as soon as possible, of authorizations, licences and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels used in support of MINUCI.

All permits, licences, authorizations or other certificates shall, however be granted by the Government free of charge;

(g) The right to fly the United Nations flag and affix identifying signs of the United Nations on premises, aircraft and vessels used in support of MINUCI;

(h) 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, facsimile or other electronic means. The frequencies on which the communication by radio shall operate shall be decided upon in cooperation with the Government; and

(i) The right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of MINUCI. The Government shall be informed of the nature of such arrangements, and shall not interfere with or apply censorship to the mail of MINUCI or its members.

5. The Government shall provide MINUCI, free of charge and in cooperation with the Mission, such areas for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of MINUCI. Without prejudice to the fact that all such premises remain Ivoirian territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations. The premises, equipment, furniture or materials placed at the disposal of MINUCI and its members, as the case may be, shall remain the property of the State of Côte d'Ivoire.

6. The Government undertakes to assist MINUCI as far as possible in obtaining materials, supplies, equipment and other goods and services from local sources required for its subsistence and operations. With regard to the materials, provisions, supplies, equipment and other goods and services purchased locally by MINUCI or by United Nations contractors for the official and exclusive use of MINUCI, the Government shall take the appropriate administrative measures to exempt or reimburse any duty or tax included in the purchase price. The Government shall exempt MINUCI and United Nations contractors from value added taxes on all local purchases of significance. In making purchases on the local market, MINUCI shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy.

7. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel, to which Côte d'Ivoire is a party, are applied in respect of MINUCI, its property, resources and members. In particular:

(a) The Government shall take all appropriate measures to ensure the safety and security of the members of MINUCI. In particular, it shall take all appropriate steps to

protect members of MINUCI, their equipment and their premises from any attack or action that would prevent them from discharging their mandate, without prejudice to the fact that the said premises are inviolable and subject to the exclusive control and authority of the United Nations;

(b) If members of the United Nations are captured or detained in the course of the performance of their duties and their identification has been established, they shall not be subjected to any interrogation but shall be promptly released and returned to United Nations or other appropriate authorities. Pending their release, such personnel shall be treated in accordance with universally recognized standards of human rights and the principles and spirit of the Geneva Conventions of 1949;

(c) The Government shall submit the following crimes to the jurisdiction of national law and apply appropriate punishments in view of their grave nature:

- (i) The murder, kidnapping or other attack upon the person or liberty of any member of MINUCI;
- (ii) A violent attack upon the official premises, the private accommodation or the means of transport of any member of MINUCI likely to endanger his or her person or liberty;
- (iii) The threat to commit any such attack with the objective of compelling a physical or juridical person to do or to refrain from doing any act;
- (iv) The attempt to commit any such attack;
- (v) Any act constituting participation in, or being an accomplice in, any such attack or in an attempt to commit such an attack, or any act constituting the organization of such an attack;

(d) The Government shall establish its jurisdiction over the crimes set out in paragraph 7 (c) above:

- (i) When the crime is committed in its territory;
- (ii) When the alleged offender is a national of the country;
- (iii) When the alleged offender—other than a member of MINUCI—is present in its territory and it does not extradite such person to the State where the crime was committed, or to the State of which such person is a national, or to the State where such person usually resides if that person is stateless, or to the State of which the victim is a national;

(e) The Government shall ensure the prosecution, without exception or delay, of persons accused of the crimes set out in paragraph 7 (c) above who are present in its territory (and have not been extradited), and of persons who come under its jurisdiction and who are accused of other acts that affect MINUCI or its members, as soon as these acts, whether committed against government forces or against the civilian population, have given rise to criminal proceedings.

8. The Government shall provide to MINUCI, at the Mission's request and when necessary, maps and other information that may help to ensure the safety and security of MINUCI in carrying out its tasks and in its movements. At the request of the Chief Liaison Officer, armed escorts shall be provided to protect United Nations personnel in the performance of their duties.

9. It is understood that paragraphs 5 to 11 of General Assembly resolution 52/247 of 26 June 1998 shall apply to all third-party claims against the United Nations resulting from or attributable to MINUCI or to the activities of its members.

10. Any dispute between the United Nations and the Government regarding the interpretation or application of this Agreement, with the exception of any dispute governed by section 30 of the Convention or section 32 of the Convention on the Privileges and Immunities of the Specialized Agencies, shall be settled by negotiation or by some other form of settlement that has been agreed upon. Any dispute that cannot be settled by negotiation, or by another form of settlement that has been agreed upon, shall be referred, by one or other of the parties, to a court of arbitration composed of three members for a final decision; one arbitrator shall be appointed by the Secretary-General of the United Nations, another by the Government and the third, who shall preside over the court, by the other two arbitrators. If one party does not appoint an arbitrator within three months of receiving notification of the other party's appointment of an arbitrator, or if the two arbitrators appointed by the parties do not appoint a president within three months of the appointment of the second arbitrator, the third arbitrator shall be appointed, at the request of one or other of the parties to the dispute, by the President of the International Court of Justice.

This Agreement shall enter into force on the date of its signature.

DONE at Abidjan, on 18 September 2003, in duplicate in the French language.

*For the Government of the Republic of
Côte d'Ivoire*

Bamba MAMADOU

*Minister for Foreign Affairs of the
Republic of Côte d'Ivoire*

For the United Nations

Albert TEVOEDJRE

*Special Representative of the Secretary-
General of the United Nations*

(g) Agreement between Liberia and the United Nations concerning the Status of the United Nations Mission in Liberia. Monrovia, 6th November 2003*

I. DEFINITIONS

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

(a) "UNMIL" means the United Nations Mission in Liberia, established in accordance with Security Council resolution 1509 of 19 September 2003 with the mandate described in the above-mentioned resolution based on the recommendations contained in the Secretary-General's report of 11 September 2003 (S/2003/875).

UNMIL shall consist of:

- (i) the "Special Representative" appointed by the Secretary-General of the United Nations with the consent of the Security Council. Any reference to the Special Representative in this Agreement shall, except in paragraph 26, include any member of UNMIL to whom he delegates a specified function or authority;

* Came into force on 6 November 2003 by signature, in accordance with article XI.

- (ii) a “civilian component” consisting of United Nations officials and of other persons assigned by the Secretary-General to assist the Special Representative or made available by participating States to serve as part of UNMIL;
- (iii) a “military component” consisting of military and civilian personnel made available to UNMIL by participating States at the request of the Secretary-General;

(b) a “member of UNMIL” means the Special Representative of the Secretary General and any member of the civilian or military components;

(c) “the Government” means the Government of Liberia including all competent local authorities;

(d) “the territory” means the territory of Liberia;

(e) a “participating State” means a State providing personnel, services, equipment, provisions, supplies, material and other goods to any of the above-mentioned components of UNMIL;

(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 persons, other than members of UNMIL, engaged by the United Nations, including juridical as well as natural persons and their employees and sub-contractors, to perform services and/or supply equipment, provisions, supplies, materials and other goods in support of UNMIL activities. Such contractors shall not be considered third party beneficiaries to this Agreement;

(h) “Vehicles” means civilian and military vehicles in use by the United Nations and operated by members of UNMIL and contractors in support of UNMIL activities;

(i) “Vessels” means civilian and military vessels in use by the United Nations and operated by members of UNMIL, participating States and contractors, in support of UNMIL activities;

(j) “aircraft” means civilian and military aircraft in use by the United Nations and operated by members of UNMIL, participating States and contractors, in support of UNMIL activities.

II. APPLICATION OF THE PRESENT AGREEMENT

2. 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 UNMIL or any member thereof or to contractors apply throughout Liberia.

III. APPLICATION OF THE CONVENTION

3. UNMIL, 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 Liberia is a Party.

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

IV. STATUS OF UNMIL

5. UNMIL and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present arrangements. UNMIL 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. Without prejudice to the mandate of UNMIL and its international status:

(a) The United Nations shall ensure that UNMIL shall conduct its operation in Liberia with full respect for the principles and rules of the international conventions applicable to the conduct of military personnel. These international conventions include the four Geneva Conventions of 12 August 1949 and their Additional Protocols of 8 June 1977 and the UNESCO Convention of 14 May 1954 for the Protection of Cultural Property in the Event of Armed Conflict;

(b) The Government undertakes to treat at all times the military personnel of UNMIL with full respect for the principles and rules of the international conventions applicable to the treatment of military personnel. These international conventions include the four Geneva Conventions of 12 April 1949 and their Additional Protocols of 8 June 1977.

UNMIL and the Government shall therefore ensure that members of their respective military personnel are fully acquainted with the principles and rules of the above-mentioned international instruments.

7. The Government undertakes to respect the exclusively international nature of UNMIL.

United Nations flag, markings and identification

8. The Government recognizes the right of UNMIL to display within Liberia the United Nations flag on its headquarters, camps or other premises, vehicles, vessels and otherwise as decided by the Special Representative. Other flags or pennants may be displayed only in exceptional cases. In these cases, UNMIL shall give sympathetic consideration to observations or requests of the Government.

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

Communications

10. UNMIL shall enjoy the facilities in respect to communications provided in article III of the Convention and shall, in co-ordination with the Government, use such facilities as may be required for the performance of its tasks. 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.

11. Subject to the provisions of paragraph 10:

(a) UNMIL shall have the right to install, in consultation with the Government, and operate United Nations radio stations to disseminate information relating to its mandate. UNMIL shall also have the right to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory of Liberia with each other and with United Nations offices in other countries, and to exchange telephone, voice, facsimile and other electronic data with the United Nations global telecommunications network. The United Nations radio stations and telecommunication services shall be operated

in accordance with the International Telecommunication Convention and Regulations and the relevant frequencies on which any such station may be operated shall be decided upon in co-operation with the Government.

(b) UNMIL shall enjoy, within the territory of Liberia, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of UNMIL, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio will operate shall be decided upon in co-operation with the Government and shall be allocated expeditiously. It is understood that connections with the local system of telephone, facsimile and other electronic data 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 telephone, facsimile and other electronic data shall be charged at the most favourable rate.

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

Travel and transport

12. UNMIL and its members as well as contractors shall enjoy, together with vehicles, including vehicles of contractors used exclusively in the performance of their services for UNMIL, vessels, aircraft and equipment, freedom of movement without delay throughout Liberia. 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 Liberia, be co-coordinated with the Government. The Government undertakes to supply UNMIL, where necessary, with maps and other information, including locations of mine fields and other dangers and impediments, which may be useful in facilitating its movements.

13. Vehicles shall not be subject to registration or licensing by the Government and shall carry the third party insurance.

14. UNMIL and its members as well as contractors, together with their vehicles, including vehicles of contractors used exclusively in the performance of their services for UNMIL, vessels and aircraft may use roads, bridges, canals and other waters, port facilities, airfields and airspace without the payment of dues, tolls or charges, including wharfage and compulsory pilotage charges. However, UNMIL will not claim exemption from charges, which are in fact charges for services rendered, it being understood that such charges for services rendered shall be charged at the most favourable rates.

Privileges and immunities of UNMIL

15. UNMIL, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations in accordance with the Convention. The provisions of article II of the Convention which apply to UNMIL shall also apply to the property, funds and assets of participating States used in Liberia in connection with the national

contingents serving in UNMIL, as provided for in paragraph 4 of the present Agreement. The Government recognizes the right of UNMIL in particular:

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

(b) To establish, maintain and operate commissaries at its headquarters, camps and posts for the benefit of the members of UNMIL, but not of locally recruited personnel. 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 UNMIL, 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, fuel and other goods which are for the exclusive and official use of UNMIL 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, fuel and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of on terms and conditions to be agreed upon, to the competent local authorities of Liberia or to an entity nominated by them.

To the end that such importation, clearances, transfer or exportation may be effected with the least possible delay, a mutually satisfactory procedure, including documentation, shall be agreed between UNMIL and the Government at the earliest possible date.

V. FACILITIES FOR UNMIL AND ITS CONTRACTORS

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

16. The Government shall provide without cost to UNMIL and in agreement with the Special Representative such areas for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of UNMIL. Without prejudice to the fact that all such premises remain Liberia territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations. The Government shall guarantee unimpeded access to such United Nations premises. Where United Nations troops are co-located with military personnel of the host country, a permanent, direct and immediate access by UNMIL to those premises shall be guaranteed.

17. The Government undertakes to assist UNMIL 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 UNMIL as to essential government services. Where such utilities or facilities are not provided free of charge, payment shall be made by UNMIL on terms to be agreed with the competent authority. UNMIL shall be responsible for the maintenance and upkeep of facilities so provided.

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

19. The United Nations alone may consent to the entry of any government officials or of any other person who are not members of UNMIL to such premises.

Provisions, supplies and services, and sanitary arrangements

20. The Government agrees to grant expeditiously all necessary authorizations, permits and licenses required for the import and export of equipment, provisions, supplies, fuels, materials and other goods exclusively used in support of UNMIL, including in respect of import and export by contractors, free of any restrictions and without the payment of duties, charges or taxes including value-added tax.

21. The Government undertakes to assist UNMIL as far as possible in obtaining equipment, provisions, supplies, fuel, materials and other goods and services from local sources required for its subsistence and operations. In respect of equipment, provisions, supplies, materials and other goods and services purchased locally by UNMIL or by contractors for the official and exclusive use of UNMIL, the Government shall make appropriate administrative arrangements for the remission or return of any excise or tax payable as part of the price. The Government shall exempt UNMIL and contractors from general sales taxes in respect of all local purchases for official use. In making purchases on the local market, UNMIL shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy.

22. For the proper performance of the services provided by contractors, other than Liberia nationals resident in Liberia, in support of UNMIL, the Government agrees to provide contractors with facilities concerning their entry into and departure from Liberia as well as their repatriation in time of crisis. For this purpose, the Government shall promptly issue to contractors, free of charge and without any restrictions, all necessary visas, licenses or permits. Contractors, other than Liberia nationals resident in Liberia, shall be accorded exemption from taxes in Liberia on the services provided to UNMIL, including corporate, income, social security and other similar taxes arising directly from the provisions of such services.

23. UNMIL and the Government shall co-operate with respect to sanitary services and shall extend to each other their fullest co-operation in matters concerning health, particularly with respect to the control of communicable diseases, in accordance with international conventions.

Recruitment of local personnel

24. UNMIL 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 UNMIL and to accelerate the process of such recruitment.

Currency

25. The Government undertakes to make available to UNMIL, against reimbursement in mutually acceptable currency, local currency required for the use of UNMIL, including the pay of its members, at the rate of exchange most favourable to UNMIL.

VI. STATUS OF THE MEMBERS OF UNMIL

Privileges and immunities

26. The Special Representative, the Commander of the military component of UNMIL, 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.

27. Officials of the United Nations assigned to the civilian component to serve with UNMIL, as well as United Nations Volunteers who shall be assimilated thereto, remain officials of the United Nations entitled to the privileges and immunities of articles V and VII of the Convention.

28. Military observers, United Nations civilian police and civilian personnel other than United Nations officials whose names are for that purpose notified to the Government by the Special Representative shall be considered as experts on mission within the meaning of article VI of the Convention.

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

30. Unless otherwise specified in the present Agreement, locally recruited personnel of UNMIL 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.

31. Members of UNMIL 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 Liberia. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

32. Members of UNMIL shall have the right to import free of duty their personal effects in connection with their arrival in Liberia. They shall be subject to the laws and regulations of Liberia governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Liberia with UNMIL. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of UNMIL, including the military component, upon prior written notification. On departure from Liberia, members of UNMIL 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 UNMIL.

33. The Special Representative shall co-operate with the Government and shall render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of Liberia by the members of UNMIL, in accordance with the present Agreement.

Entry, residence and departure

34. The Special Representative and members of UNMIL shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from Liberia.

35. The Government of Liberia undertakes to facilitate the entry into and departure from Liberia of the Special Representative and members of UNMIL and shall be kept informed of such movement. For that purpose, the Special Representative and members

of UNMIL shall be exempt from passport and visa regulations and immigration inspection and restrictions as well as payment of any fees or charges on entering into or departing from Liberia. They shall also be exempt from any regulations governing the residence of aliens in Liberia, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in Liberia.

36. For the purpose of such entry or departure, members of UNMIL 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 37 of the present Agreement, except in the case of first entry, when the United Nations *laissez passer*, national passport or personal identity card issued by the United Nations or appropriate authorities of a participating State shall be accepted in lieu of the said identity card.

Identification

37. The Special Representative shall issue to each member of UNMIL before or as soon as possible after such member's first entry into Liberia, as well as to all locally recruited personnel and contractors, a numbered identity card, showing the bearer's name and photograph. Except as provided for in paragraph 36 of the present Agreement, such identity card shall be the only document required of a member of UNMIL.

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

Uniforms and arms

39. Military members and United Nations military observers and civilian police of UNMIL 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 UNMIL may be authorized by the Special Representative at other times. Military members, military observers and civilian police of UNMIL and United Nations Security Officers designated by the Special Representative may possess and carry arms while on official duty in accordance with their orders. Those carrying weapons while on official duty other than those undertaking close protection duties must be in uniform at that time.

Permits and licenses

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

41. The Government agrees to accept as valid, and where necessary to validate, free of charge and without any restrictions, licenses and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels, including those operated by contractors exclusively for UNMIL. Without prejudice to the foregoing, the Government further agrees to grant expeditiously, free of charge and without any restrictions, necessary

authorizations, licenses and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels.

42. Without prejudice to the provisions of paragraph 39, the Government further agrees to accept as valid, without tax or fee, a permit or license issued by the Special Representative to a member of UNMIL for the carrying or use of firearms or ammunition in connection with the functioning of UNMIL.

Military police, arrest and transfer of custody, and mutual assistance

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

44. The military police of UNMIL shall have the power of arrest over the military members of UNMIL. 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 43 above may take into custody any other person on the premises of UNMIL. Such other person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with any offence or disturbance on such premises.

45. Subject to the provisions of paragraphs 26 and 28, officials of the Government may take into custody any member of UNMIL:

(a) When so requested by the Special Representative; or

(b) When such a member of UNMIL 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 UNMIL, whereafter the provisions of paragraph 51 shall apply *mutatis mutandis*.

46. When a person is taken into custody under paragraph 44 or paragraph 45 (b), UNMIL 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.

47. UNMIL 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 the terms specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 44–46.

Safety and security

48. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel are applied to and in respect of UNMIL, its property, assets and its members. In particular:

- (i) The Government shall take all appropriate measures to ensure the safety and security of members of UNMIL. In particular, it shall take all appropriate steps to protect members of UNMIL, their equipment and premises from attack or any action that prevents them from discharging their mandate. This is without prejudice to the fact that all premises of UNMIL are inviolable and subject to the exclusive control and authority of the United Nations.
- (ii) If members of UNMIL are captured or detained in the course of the performance of their duties and their identification has been established, they shall not be subjected to interrogation and they shall be promptly released and returned to United Nations or other appropriate authorities. Pending their release such personnel shall be treated in accordance with universally recognized standards of human rights and the principles and spirit of the Geneva Conventions of 1949.
- (iii) The Government shall establish the following acts as crimes under its national law, and make them punishable by appropriate penalties taking into account their grave nature:
 - (a) a murder, kidnapping or other attack upon the person or liberty of any member of UNMIL;
 - (b) a violent attack upon the official premises, the private accommodation or the means of transportation of any member of UNMIL likely to endanger his or her person or liberty;
 - (c) a threat to commit any such attack with the objective of compelling a physical or juridical person to do or to refrain from doing any act;
 - (d) an attempt to commit any such attack; and
 - (e) an act constituting participation as an accomplice in any such attack, or in an attempt to commit such attack, or in organizing or ordering others to commit such attack.
- (iv) The Government shall establish its jurisdiction over the crimes set out in paragraph 48 (iii) above: (a) when the crime was committed in its territory; (b) when the alleged offender is one of its nationals, (c) when the alleged offender, other than a member of UNMIL, is present in its territory, unless it has extradited such a person to the State on whose territory the crime was committed, or to the State of his or her nationality, or to the State of his or her habitual residence if he or she is a stateless person, or to the State of the nationality of the victim.
- (v) The Government shall ensure the prosecution without exception and without delay of persons accused of acts described in paragraph 48 (iii) above who are present within its territory (if the Government does not extradite them) as well as those persons that are subject to its criminal jurisdiction who are accused of other acts in relation to UNMIL or its members which, if committed in relation to the forces of the Government or against the local civilian population, would have rendered such acts liable to prosecution.

49. Upon the request of the Special Representative, the Government shall provide such security as necessary to protect UNMIL, its property and members during the exercise of their functions.

Jurisdiction

50. All members of UNMIL 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 UNMIL and after the expiration of the other provisions of the present Agreement.

51. Should the Government consider that any member of UNMIL 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 26:

(a) If the accused person is a member of the civilian 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 instituted. Failing such agreement the question shall be resolved as provided in paragraph 57 of the present Agreement;

(b) Military members of the military component of UNMIL 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 Liberia.

52. If any civil proceeding is instituted against a member of UNMIL before any court of Liberia, 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 55 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 UNMIL 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 no more than ninety days. Property of a member of UNMIL 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 UNMIL 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

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

VII. LIMITATION OF LIABILITY OF THE UNITED NATIONS

54. Third party claims for property loss or damage and for personal injury, illness or death arising from or directly attributed to it, except for those arising from operational necessity, and which cannot be settled through the internal procedures of the United Nations, shall be settled by the United Nations in the manner provided for in paragraph 55 of the present Agreement, provided that the claim is submitted within six months following the occurrence of the loss, damage or injury, or, if the claimant did not know or could not

have reasonably known of such loss or injury, within six months from the time he/she had discovered the loss or injury, but in any event not later than one year after the termination of the mandate of the operation. Upon determination of liability as provided in this Agreement, the United Nations shall pay compensation within such financial limitations as are approved by the General Assembly in its resolution 52/247 of 26 June 1998.

VIII. SETTLEMENT OF DISPUTES

55. Except as provided in paragraph 57, any dispute or claim of a private law character, not resulting from the operational necessity of UNMIL, to which UNMIL or any member thereof is a party and over which the courts of Liberia do not have jurisdiction because of any provision of the present Agreement shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no agreement as to the chairman is reached within thirty days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-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 thirty 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. The awards of the commission shall be notified to the parties and, if against a member of UNMIL, the Special Representative or the Secretary-General of the United Nations shall use his best endeavours to ensure compliance.

56. 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.

57. All other disputes between UNMIL 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.

58. All differences between the United Nations and the Government of Liberia 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 set out in section 30 of the Convention.

IX. SUPPLEMENTAL ARRANGEMENTS

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

X. LIAISON

60. The Special Representative/the Force Commander and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

XI. MISCELLANEOUS PROVISIONS

61. Wherever the present Agreement refers to privileges, immunities and rights of UNMIL and to the facilities Liberia undertakes to provide to UNMIL, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities.

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

63. The present Agreement shall remain in force until the departure of the final element of UNMIL from Liberia, except that:

(a) The provisions of paragraphs 50 and 57 and 58 shall remain in force.

(b) The provisions of paragraphs 54 and 55 shall remain in force until all claims made in accordance with the provisions of paragraph 54 have been settled.

IN WITNESS WHEREOF, the undersigned being duly authorized plenipotentiary of the Government and duly appointed representative of the United Nations, have on behalf of the Parties signed the present Agreement.

DONE at Monrovia on the 6th November of the year 2003.

For the United Nations

[Signed]

*Special Representative of the
Secretary-General*

For the Government of Liberia

[Signed]

*Chairman of the National
Transitional Government*

(h) Agreement between the United Nations and the Government of the United Mexican States regarding the Arrangements for the High-Level Political Conference for the Purpose of Signing the United Nations Convention Against Corruption. Vienna, 10 November 2003* **

Preamble

WHEREAS, the General Assembly of the United Nations by its resolution 57/169 of 18 December 2002 decided to convene the high-level political conference for the purpose of signing the United Nations Convention against Corruption in Mexico by the end of 2003;

WHEREAS, the General Assembly of the United Nations accepted with appreciation the offer of the Government of the United Mexican States (hereinafter referred to as “the Government”) to host a high-level political conference for the purpose of signing the United Nations Convention against Corruption;

CONSIDERING that the General Assembly of the United Nations requested the Office on Drugs and Crime of the Secretariat to work with the Government of Mexico,

* Came into force on 10 November 2003 by signature, in accordance with article XIV.

** Annexes I to VIII are not published herein.

in consultation with Member States, in formulating proposals for the organization of the high-level political conference.

WHEREAS, the General Assembly of the United Nations in Section A, paragraph 17, of resolution 47/202 of 22 December 1992 reaffirmed that United Nations bodies may hold sessions away from their established headquarters when the Government issuing an invitation for a session to be held within its territory agrees to defray the actual additional costs directly or indirectly involve, after consultation with the Secretary-General as to their nature and possible extent;

NOW THEREFORE, the United Nations and the Government hereby agree on the following arrangements for the high-level political conference and related events, hereinafter referred to as the "Conference";

Article I

DATE AND PLACE OF THE CONFERENCE

The Conference shall be held at the Centro de Convenciones y Exposiciones Yucatan Siglo XXI, Mérida, Mexico, from 9 to 11 December 2003.

Article II

PARTICIPATION IN THE CONFERENCE

1. Participation in the Conference shall be open to:
 - (a) representatives of all States;
 - (b) representatives of United Nations Departments, Offices, Funds and Specialized Agencies;
 - (c) representatives of organizations and of other entities that have received a standing invitation from the General Assembly of the United Nations to participate in its sessions and work;
 - (d) representatives of regional intergovernmental organizations and other interested international bodies;
 - (e) representatives of non-governmental organizations, participating actively in the Ad Hoc Committee for the Negotiation of a Convention against Corruption, with due regard to the provisions of section VII of Economic and Social Council resolution 1996/31 of 25 July 1996 and in particular to the relevance of their activities to the work of the Conference;
 - (f) representatives of the private sector;
 - (g) experts invited to the Conference in their individual capacity.
2. The Secretary-General of the United Nations shall designate officials of the United Nations assigned to attend the Conference for the purpose of servicing it.
3. The public meetings of the Conference shall be open to representatives of information media accredited by the United Nations at its discretion after consultation with the Government.
4. Distinguished guests officially invited to the Conference by the Government in consultation with the United Nations shall be given access to the Conference area by the United Nations.

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide, at its own expense, for as long as required for the Conference, the necessary premises, including conference rooms for formal and informal meetings, for the Side Events, delegates' and interpreters' lounges, suitable office space, storage areas, adequate space for exhibitions, and other related facilities as specified in Annexes I, II and III hereto.

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

3. The Government shall, at its own expense, furnish, equip and maintain in good repair all the aforesaid rooms and facilities in a manner the United Nations considers adequate for the effective conduct of the Conference. The conference room designated as the Plenary Hall shall be equipped for reciprocal simultaneous interpretation in the six languages of the United Nations. The Conference room designated for the side events shall be equipped for reciprocal simultaneous interpretation in three languages (English, French, Spanish). Both conference rooms shall have facilities for sound recordings in the respective languages. Each interpretation booth shall have the capacity to switch to all other channels (the "floor",—i.e. the speaker—plus each language channel). The Arabic and Chinese booths shall have the capacity of overriding the English and French booths.

4. The Government shall at its own expense furnish, equip and maintain such equipment as facsimiles, photocopying machines, personal computers with international keyboards, printers and such other equipment and office supplies as are necessary for the effective conduct of the Conference by the United Nations. Furthermore, the Government will provide equipment and installations for the effective conduct of the work of journalists covering the event.

5. The Government shall provide the adequate supplies required for producing the documentation of the Conference in Mérida and the United Nations shall reimburse the Government for the cost of such supplies in an amount not to exceed the cost that would have been incurred by the United Nations for a similar quantity of supplies had the Conference been held at headquarters.

6. The Government shall install, at its own expense, within the Conference area, a registration desk, restaurant facilities, money exchange booths and automatic teller machines, a post office, telephone, facsimile and Internet facilities, information and travel facilities, as well as a business centre, equipped in consultations with the United Nations, for the use of delegations to the Conference on a commercial basis.

7. The Government shall install at its own expense facilities for written press coverage, film coverage, satellite transmission in an open signal of the proceedings, to the extent required by the United Nations.

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

9. The Government shall bear the cost of all necessary utility services, including local telephone communications of the secretariat of the Conference and its communications by facsimile, telephone, e-mail between the secretariat of the Conference and United Nations offices when such communications are made or authorized by, or on behalf of, the Secretary-General of the United Nations, including official United Nations information communications between the Conference site and United Nations Headquarters and the various United Nations Information Centres.

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

Article IV

MEDICAL FACILITIES

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

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

Article V

ACCOMMODATION

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

Article VI

TRANSPORTATION

1. The Government shall provide transport between the airport and the conference area and principal hotels for the members of the United Nations Secretariat servicing the Conference.

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

3. The Government, in consultation with the United Nations, shall provide at its expense an adequate number of cars with drivers for official use by the principal officers and the secretariat of the Conference, as well as such other local transportation as required by the UN Secretariat in connection with the Conference, see Annex IV of the present agreement.

Article VII

SECURITY

The Government shall provide at its expense such security that is required to ensure the efficient functioning of the Conference in an atmosphere of security and tranquillity free from interference of any kind. While such security services shall be under the direct

supervision and control of a senior officer appointed by the Government, this officer shall work in close cooperation and coordination with a designated senior official of the United Nations.

Article VIII

LOCAL PERSONNEL FOR THE CONFERENCE

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

2. The Government shall engage and provide at its own expense an adequate number of technical personnel required in addition to the United Nations staff (see Annex VII);

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

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

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

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

3. The Government shall arrange, at the request of the Secretary of the Conference, for an adequate number of the local personnel referred to in paragraph 2 above, to be available before the opening and after the closing of the Conference.

4. The Government shall arrange, at the request of the Secretary of the Conference, for an adequate number of the local personnel referred to in paragraph 2 above, to be available in order to maintain such night-time services as may be required in connection with the Conference.

Article IX

FINANCIAL ARRANGEMENTS

1. The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall, in accordance with General Assembly resolutions 40/243, section I, paragraph 5 and 47/202 of 22 December 1992, bear the actual additional costs directly or indirectly involved in holding the Conference in Mérida rather than at the United Nations Office at Vienna. Such additional costs which are provisionally estimated at approximately US\$ 230,979 shall include, but not be restricted to, the actual additional costs of travel and of staff entitlements of the United Nations officials assigned by the Secretary-General of the United Nations to undertake preparatory visits to Mérida and to attend the Conference, as well as the costs of shipment of equipment and supplies not available locally. Arrangements for such travel and shipment shall be made by the United Nations Secretariat in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices in regard to travel standards, baggage allowance, subsistence payments (*per diem*) and terminal expenses.

2. The Government shall, upon the signature of this Agreement, deposit with the United Nations the sum of US\$ 300,000, representing the total estimated costs referred to

in paragraph 1 above and expenditures that may be incurred to support the side events of the Conference, such as travel costs of participants in those events, and other expenditures which the Government of Mexico will specify.

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

4. The deposit and the advances referred to in paragraphs 2 and 3 above respectively shall be used only to pay the obligations of the United Nations in respect of the Conference, as well as the expenditures indicated in paragraph 2 above.

5. After the conclusion of the Conference, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs incurred by the United Nations and to be borne by the Government pursuant to paragraphs 1 and 2 of this article. These costs shall be expressed in United States dollars using the United Nations official rate of exchange at the time the United Nations paid the cost. The United Nations, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of the deposit or the advances referred to in paragraph 2 and 3 of this article. Should the actual additional costs exceed the deposit, the Government shall remit the outstanding balance within one month of the receipt of the detailed accounts. The final accounts shall be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of accounts shall be subject to any observations which may arise from the audit carried out by the Board of Auditors, whose determination shall be accepted as final by both the United Nations and the Government.

6. Nothing in the present agreement shall preclude the Government of Mexico from seeking financing mechanisms to cover the resources required to fulfill its obligations under the present agreement.

Article X

LIABILITY

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

(a) injury to persons or damage to or loss of property in the premises 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 the using the transport services referred to in Article VI;

(c) the employment for the Conference of the personnel provided by the Government under Article VII and VIII.

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

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities for the United Nations, adopted by the General Assembly on 13 February 1946, to which the United Mexican States are a party since 26 November 1962, shall be applicable in respect to the Conference. In particular, the representatives of States referred to in article II, paragraph 1 (a) above, shall enjoy the privileges and immunities provided under article IV of the Convention; the officials of

the United Nations and of the specialized agencies performing functions in connection with the Conference referred to in article II, paragraphs 1 (b) and 2 above, shall enjoy the privileges and immunities provided under articles V and VII of the Convention; and any experts on mission for the UN in connection with the Conference shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

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

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

4. Without prejudice to the preceding paragraphs of the present article, 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.

5. All persons referred to in Article II shall have the right of entry into and exit from the United Mexican States, and no impediment shall be imposed on their transit to and from the Conference area. They shall be granted facilities for speedy travel. Immigration documentation (*in lieu* of visa), where required, shall be granted free of charge as soon as feasible and not later than two weeks before the date of the opening of the Conference. If the application for this documentation is not made at least two-and-a-half weeks before the opening of the Conference, such documentation shall be granted as promptly and speedily as possible and in any case not later than three days from the receipt of the application. The delegates and participants in the Conference shall not require a visa to be stamped in their passport for entry in to Mexico. However, they shall require an immigration document, conferring to them the status of “distinguished visitor”, for the issuance of which they shall apply to the diplomatic or consular authorities of Mexico, which shall issue such document free of charge.

6. For the purpose of the application of the Convention on the Privileges and Immunities for the United Nations, the Conference premises as specified in article III shall be deemed to constitute premises of the United Nations in the sense of section 3 of the Convention and access thereto shall be under the control and authority of the United Nations. The premises shall be inviolable for the duration of the Conference, including the preparatory stage and winding-up.

7. All persons referred to in article II, above, shall have the right to take out of the United Mexican States at the time of their departure, without any restriction, any unspent portions of the funds they brought into the United Mexican States or received in connection with the Conference and to reconvert any such funds at the prevailing market exchange rate.

Article XII

IMPORT DUTIES AND TAX

The Government will provide the necessary facilities to allow the temporary import, tax and duty free and without requesting the presentation of permit for the goods, equipment and necessary inputs to be used during the conduct of the Conference; as well as the expeditious paper work for the permits for the technical equipment that the media bring with them, provided that they present a letter issued by the Mexican Consulate, that

also contains the identification data of the media institution they represent. No articles imported under this exemption may be sold, hired or lent out or otherwise disposed of in the United Mexican States except under conditions agreed with the Government.

Article XIII

SETTLEMENT OF DISPUTES

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

Article XIV

FINAL PROVISIONS

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

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

SIGNED this tenth day of November 2003 at Vienna.

In duplicate in English.

For the United Nations

(Signed)

Antonio Maria COSTA

Director-General, UNOV

Executive Director

Office of Drugs and Crime

*For the Government of the United
Mexican States*

(Signed)

Patricia ESPINOSA

*Permanent Representative of Mexico to the
United Nations, Vienna*

- (i) Exchange of letters constituting an Agreement between the United Nations and the Government of Democratic Socialist Republic of Sri Lanka regarding the hosting of the Interregional Workshop on “Engaged Governance”. New York, 13 November 2003 and Colombo, 28 November 2003*

I

LETTER FROM THE UNITED NATIONS

13 November 2003

Excellency,

I have the honour to refer to the arrangements for holding the Interregional Workshop on “Engaged Governance” (hereinafter referred to as the “Workshop”). The Workshop will be organized between the United Nations, represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”) and the Government of Democratic Socialist Republic of Sri Lanka, represented by the Ministry of Policy Development and Implementation (hereinafter referred to as “the Government”). The Workshop will orient the participants to the emerging concept of “engaged governance” and provide training for its further application.

With the present letter, I wish to obtain your Government’s acceptance of the following arrangements:

1. The Workshop will be attended by the following participants:
 - (a) up to 14 international participants invited by the United Nations;
 - (b) approximately 5 to 10 participants from the host country;
 - (c) three officials from the United Nations Secretariat;
 - (d) three resource persons invited by the United Nations.
2. The total number of participants will be approximately 29 to 34.
3. The Workshop will be conducted in English.

United Nations will be responsible for:

- (a) the planning and actual running of the Workshop and the preparation of the appropriate documentation in consultation with the Government;
- (b) the travel and daily subsistence allowance for the participants and resource persons invited by the United Nations and for the United Nations officials;
- (c) the preparation and publications of the records of the Workshop.

5. The Government will provide the following:

- (a) administrative support personnel, including secretarial assistance for the Workshop;
- (b) local transportation between the hotel and Workshop facilities;
- (c) conference rooms, meeting facilities and office space as required;
- (d) audio visual aids relevant to the Workshop;
- (e) assistance in arranging hotel accommodations.

* Came into force on 28 November 2003, in accordance with the provisions of the said letters.

(f) all aspects related to the organization of participants of local media representatives;

(g) all costs, if any, related to national participants;

(h) office supplies, stationery, office and reproduction equipment such as personal computers, typewriters and duplicating machines;

(i) access to telephone, facsimile, telex and other electronic communication devices;

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

7. The Workshop will be held at the Hotel Taj Samudra in Colombo on 9, 10, and 11 December 2003. All facilities will be arranged by the Government in consultation with the United Nations.

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

(a) The Convention on the Privileges and Immunities of the United Nations ("the Convention"), adopted by the General Assembly on 13 February 1946, to which the Government is a party, shall be applicable in respect of the Workshop. In particular, the participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by Articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under Articles V and VII of the Convention. The privileges and immunities provided in the Convention shall apply, *mutatis mutandis*, to the officials of the specialized agencies participating in the Workshop.

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

(c) Personnel provided by the Government 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;

(d) All participants and all persons performing functions in connection with the Workshop shall have the right to unimpeded entry into and exit from the Democratic Socialist Republic of Sri Lanka. Visas and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Workshop, visas shall be granted no later than two weeks before the opening of the Workshop. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and no later than three days before the opening. Arrangements shall also be made to ensure that the visas for the duration of the Workshop are delivered to the airport of arrival to those participants who were unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the Workshop.

9. It is further understood that the Government shall be responsible for dealing with any action, claim or other demand against the United Nations or its officials arising out of:

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

(b) Injury to persons, or damage to or loss of property caused by or incurred in using transportation provided by the Government;

(c) The employment for the Workshop of personnel provided or arranged by the Government; and the Government shall indemnify and hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

10. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention or of any other applicable agreement, shall, unless the parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by negotiations or any other agreed mode of settlement shall, unless the parties otherwise agree, be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the Chairperson, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the Chairperson, then such 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-third 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.

11. I further propose that upon receipt of your Government's confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of Democratic Socialist Republic of Sri Lanka regarding the hosting of the Interregional Workshop on "Engaged Governance", which shall enter into force on the date of your reply and shall remain in force for the duration of the Workshop and for such additional period as is necessary for the completion of its work and for the resolution of any matters arising out of the Agreement.

Accept, Excellency, the assurances of my highest consideration.

(Signed)

José Antonio OCAMPO
Under-Secretary-General

II
LETTER FROM THE MINISTRY
OF POLICY DEVELOPMENT AND IMPLEMENTATION, SRI LANKA

28 November 2003

Dear Mr. Ocampo,

I have the honour to refer to your letter No.DESA/03/250 of 13th November 2003 relating to the arrangement for the hosting of the Interregional Workshop on Engaged Governance to be held in Colombo, Sri Lanka from 09 to 11th December 2003.

I have the honour to confirm that the terms of your proposal are acceptable to the Monitoring and Progress Review Division of the Ministry of Policy Development and Implementation hitherto referred to as the Government of Sri Lanka.

Consequently your letter and this reply shall constitute an Agreement between the United Nations and the Government of Sri Lanka, which shall enter into force on today's date and shall remain in force for the duration of the Workshop, and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled.

Accept, Excellency, the assurances of my highest consideration.

(Signed)

S. RAHUBADDA

Additional Secretary

Ministry of Policy Development and Implementation

- (j) Framework Agreement between the United Nations and the Kingdom of Sweden on the Arrangements regarding Privileges and Immunities and certain other matters concerning United Nations Meetings held in Sweden. New York, 19 November 2003*

WHEREAS the holding of United Nations Meetings in Sweden throughout the years have been rewarding for both Parties and continues to generate opportunities for successful exchanges;

CONSIDERING that an agreement on the relevant arrangements regarding privileges and immunities of representatives, observers and others attending and working with such Meetings in Sweden would facilitate the negotiations to take place in the context of future Meetings;

TAKING INTO ACCOUNT that on 28 August 1947, Sweden became a contracting state to the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946; and

TAKING INTO ACCOUNT that on 12 September 1951, Sweden became a contracting state to the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly of the United Nations on 21 November 1947,

* Came into force on 1 July 2004 by the exchange of instruments of ratification, in accordance with article IX.

The United Nations and the Kingdom of Sweden hereby agree as follows:

Article I

DEFINITIONS

For the purpose of the present Agreement:

(a) “Parties” to the Agreement are the Kingdom of Sweden (Sweden) and the United Nations;

(b) “Meeting” or “Meetings” means any seminars, symposia, courses, workshops and other meetings of small-scale participation held in Sweden under the auspices of the United Nations; and

(c) “Meeting premises” shall include all premises, including conference rooms for informal meetings, office space, working areas and other related facilities provided for by Sweden for each particular Meeting, as appropriate.

Article II

OBJECT AND PURPOSE

This Agreement applies to all Meetings held in Sweden under the auspices of the United Nations. It lays down arrangements regarding privileges and immunities and other matters during such Meetings within the territory of Sweden, if not otherwise agreed in writing.

Article III

PRIVILEGES AND IMMUNITIES

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

(a) *Representatives of states* shall enjoy the privileges and immunities provided under article IV of the Convention;

(b) *Officials of the United Nations* performing functions in connection with a Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(c) *Experts on mission for the United Nations* in connection with a Meeting shall enjoy the privileges and immunities provided for under article VI and VII of the Convention.

2. The *Representatives of the specialized and related agencies of the United Nations* shall, as appropriate, enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947 or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency of 1 July 1959.

3. The personnel provided by Sweden performing functions on behalf of the United Nations that are directly related to 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 their official capacity in connection with the Meeting.

4. Without prejudice to the preceding paragraphs, all participants and persons performing functions in connection with a Meeting, including local personnel and all those

invited to the Meeting, shall enjoy facilities and courtesies necessary for the independent exercise of their functions in connection with a Meeting.

Article IV

RIGHT OF ENTRY AND EXIT

1. All participants and persons performing functions in connection with a Meeting held in Sweden shall have the right of entry into and exit from Sweden, and no impediment shall be imposed on their transit to and from the Meeting premises.

2. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted free of charge, as speedily as possible and not later than two weeks before the date of the opening of the Meeting, provided the application for the visa is made at least three weeks before the opening of the Meeting; if the application is made later, the visa shall be granted not later than three days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the Meeting are delivered at the airport of arrival to participants who were unable to obtain them prior to their arrival.

3. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the Meeting.

Article V

IMPORT AND EXPORT

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

Article VI

POLICE PROTECTION

Sweden shall furnish such police protection as may be required to ensure the effective functioning of a Meeting in an atmosphere of security and tranquillity free from interference of any kind. When such police services are needed, a senior government official shall be appointed, who shall work in close co-operation with a designated senior official of the United Nations.

Article VII

LIABILITY

1. Sweden shall be responsible for dealing with any action or claim against the United Nations or its officials arising out of:

- (a) Injury to persons or damage or loss of property in Meeting premises;
- (b) Injury to persons or damage to or loss of property caused by, or incurred in using the transportation provided by or under the control of Sweden in connection with a Meeting;
- (c) The employment for the Meeting of personnel provided or arranged by Sweden.

2. Sweden shall hold harmless and indemnify the United Nations and its officials in respect of any such action or claim, except where it is agreed by Sweden and the Secretary-General of the United Nations that such actions or claims arise from gross negligence or wilful misconduct of such persons.

Article VIII

SETTLEMENT OF DISPUTES

Any dispute concerning the interpretation or the application of this Agreement, except for a dispute subject to section 30 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 resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by negotiations or any other agreed mode of settlement shall be submitted at the request of either Party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by Sweden 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 a Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the Parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the Parties, and take all decisions by a two-thirds majority. Its decision on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

Article IX

FINAL PROVISIONS

1. This Agreement does not relieve the Parties from entering into *ad hoc* agreements regarding organizational and financial matters in relation to each Meeting held in Sweden.

2. This Agreement shall be signed by both Parties. It shall be subject to ratification by Sweden, and shall enter into force on the first day of the first month following the receipt by the United Nations of the notification from the Government of its ratification.

3. This Agreement can be modified by written agreement between the Parties; such modifications being subject to the necessary requirements referred to in paragraph 1.

4. This Agreement is concluded for an unlimited period. Either Party may denounce this Agreement by notifying the other Party. This Agreement shall cease to apply six months after the date of receipt of such notification. Such denunciation shall not affect Meetings for which *ad hoc* agreements regarding organizational and financial matters have already been concluded.

Done in New York, 19 November 2003, in two originals in the English language.

For the United Nations

(Signed)

Ralph ZACKLIN

*Assistant Secretary-General for Legal
Affairs*

*For the Government of the Kingdom of
Sweden*

(Signed)

Pierre SCHORI

*Ambassador Extraordinary
and Plenipotentiary Permanent
Representative to the United Nations*

I

LETTER FROM THE UNITED NATIONS TO THE PERMANENT REPRESENTATIVE OF SWEDEN

19 November 2003

Excellency,

In the context of the Framework Agreement between the United Nations and the Kingdom of Sweden on Arrangements regarding Privileges and Immunities and Certain Other Matters concerning United Nations Meetings held in Sweden (“the Agreement”), signed today, I wish to confirm the following.

In accordance with the longstanding practice of the United Nations relating to Meetings held away from Headquarters and pursuant to the relevant articles of the United Nations Charter, article IV of the Agreement is interpreted by the United Nations as not excluding the presentation by the host country of well-founded objections concerning a particular individual. Such objections, however, will only be entertained if they relate to specific criminal or security-related matters and not to nationality, religion, professional or political affiliation.

Accept, Excellency, the assurances of my highest consideration.

(Signed)

Ralph ZACKLIN

Assistant Secretary-General for Legal Affairs

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF SWEDEN TO THE UNITED NATIONS

22 March 2004

Mr. Zacklin,

I have the honor to refer to the Framework Agreement between the Kingdom of Sweden and the United Nations on the Arrangements regarding Privileges and Immunities and Certain Other Matters concerning United Nations Meetings held in Sweden, signed in New York on 19 November 2003 by you and myself.

It has been brought to my attention that paragraph 3 of Article IX of the Agreement contains a minor error. The reference in paragraph 3 to “paragraph 1” should rightly be to “paragraph 2”.

The corrected text of paragraph 3 of Article IX would consequently read as follows: “This Agreement can be modified by written agreement between the Parties; such modifications being subject to the necessary requirements referred to in paragraph 2.”

I therefore have the honour to propose, in accordance with Article 79 of the Vienna Convention on the Law of Treaties, that this corrected text replaces the defective text *ab initio*.

Should the United Nations be in agreement with the above proposal, this letter and your reply confirming the present understanding will constitute a rectification of the Agreement.

Yours sincerely,

(Signed)

Pierre SCHORI

*Ambassador Extraordinary and Plenipotentiary
Permanent Representative to the United Nations*

III

LETTER FROM THE UNITED NATIONS TO THE PERMANENT REPRESENTATIVE OF SWEDEN

24 March 2004

Your Excellency,

I refer to your letter of 22 March 2004 proposing, on behalf of the Kingdom of Sweden, the rectification of the text of paragraph 3 of Article IX of the Framework Agreement between the United Nations and the Kingdom of Sweden on Arrangements regarding Privileges and Immunities and Certain Other Matters concerning United Nations Meetings held in Sweden, signed in New York on 19 November 2003 (“the Framework Agreement”).

I have the honour to confirm that the United Nations is in agreement with your proposal and that your letter together with this reply will constitute a rectification of the Framework Agreement.

Accept, Your Excellency, the assurances of my highest consideration.

(Signed)

Ralph ZACKLIN

*Assistant Secretary-General
Officer-in-Charge, Office of Legal Affairs*

- (k) Agreement between the United Nations and the Government of the People's Republic of China regarding the Arrangements for the Sixtieth Session of the Commission and the Eighth Session of the Special Body on Pacific Island Developing Countries of the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP). Beijing, 27 November 2003*

WHEREAS the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP), at the first phase of its fifty-ninth session held on 24 and 25 April 2003 in Bangkok, accepted the offer of the Government of the People's Republic of China (hereinafter referred to as "the Government") to host the sixtieth session of the Commission and decided that it should be held at Shanghai, the People's Republic of China from 22 to 28 April 2004;

WHEREAS ESCAP noted at the first phase of its fifty-ninth session that in accordance with its resolution 58/1 of 22 May 2002 on restructuring the conference structure of the Commission, the eighth session of the Special Body on Pacific Island Developing Countries would be held back to back with the Commission session at Shanghai on 20 and 21 April 2004; and

WHEREAS the General Assembly of the United Nations, by paragraph 17 of its resolution 47/202 of 22 December 1992, reaffirmed that United Nations bodies may hold sessions away from their established headquarters when the Government issuing the invitation for sessions to be held within its territory has agreed to defray, after consultations with the Secretary-General of the United Nations as to their nature and possible extent, the actual additional costs incurred,

NOW THEREFORE, the United Nations and the Government, noting that this Agreement shall cover the sixtieth session of ESCAP and the eighth session of the Special Body on Pacific Island Developing Countries (hereinafter referred to as "the Sessions"), agree as follows:

Article I

DATES AND PLACE OF THE SESSIONS

1. The sixtieth session of the Commission shall be held at Shanghai, the People's Republic of China, from 22 to 28 April 2004.
2. The eighth session of the Special Body on Pacific Island Developing Countries shall be held at Shanghai, the People's Republic of China on 20 and 21 April 2004.

Article II

ATTENDANCE AT THE SESSIONS

1. The Sessions shall be open to participation, in accordance with the rules and procedures of the Commission, by the representatives or observers of:
 - (a) Members and associate members of ESCAP;
 - (b) Member states of the United Nations;
 - (c) Organizations that have received standing invitations from the General Assembly to participate in conferences in the capacity of observers;
 - (d) Specialized and related agencies of the United Nations;

* Came into force on 27 November 2003 by signature, in accordance with article XIV.

- (e) Other intergovernmental organizations;
- (f) Intergovernmental organs of the United Nations;
- (g) Non-governmental organizations;
- (h) Officials of the United Nations Secretariat;
- (i) Other persons invited by the United Nations.

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

3. The public meetings of the Sessions shall be open to representatives of information media accredited by the United Nations after consultation with the Government.

4. Without prejudice to the privileges and immunities granted to them under this Agreement, it is the duty of all participants in the Sessions to respect the laws and regulations of China.

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide, at its own expense, the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities as specified in the Annex.* The Government shall, at its expense, furnish, equip and maintain in good repair all these premises and facilities in a manner that the United Nations considers adequate for the effective conduct of the Sessions. The conference rooms shall be equipped for reciprocal simultaneous interpretation between four (4) languages (Chinese, English, French and Russian) and shall have facilities for sound recording in that number of languages as well as facilities for press, television, radio and film operations, to the extent required by the United Nations. The premises shall remain at the disposal of the United Nations from three days prior to the Sessions until a maximum of two days after its close. The premises shall remain at the disposal of the United Nations 24 hours a day.

2. The Government shall provide, if possible within the conference area: bank, post office, telephone, telefax and electronic-mailing facilities, as well as appropriate eating facilities, a travel agency and a secretariat services centre, in consultation with the United Nations, for the use of delegations to the Sessions on a commercial basis.

3. The Government shall bear the cost of all necessary utility and facility services, including local telephone communications, of the secretariat of the Sessions and its communications by electronic mail, fax or telephone with ESCAP (headquarters in Bangkok) when such communications are authorized by or on behalf of the responsible officials of the ESCAP.

4. The Government shall bear the cost of transport and insurance charges, from ESCAP office to the site of the Sessions and return, of all United Nations equipment and supplies not available in Shanghai, which are required for the adequate functioning of the Sessions. The United Nations shall determine the mode of shipment of such equipment and supplies.

* The Annex is not published herein.

Article IV

ACCOMMODATION

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

Article V

MEDICAL FACILITIES

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

Article VI

TRANSPORT

1. The Government shall provide, at its own expense, transport for the ESCAP secretariat servicing the Sessions between the Shanghai airports, the principal hotels and the conference area.
2. The Government shall ensure the availability of transport for all participants and those attending the Sessions between the Shanghai airports, the principal hotels and the conference area.
3. The Government, in consultation with the United Nations, shall provide an adequate number of cars with drivers for official use by the principal officers and the secretariat of the Sessions, as well as such other local transportation as is required by the secretariat in connection with the Sessions.
4. The coordination and use of cars, buses and minibuses made available pursuant to this article shall be ensured by transportation dispatchers to be provided by the Government.

Article VII

POLICE PROTECTION

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

Article VIII

LOCAL PERSONNEL

1. The Government shall make available, at its own cost, an official who shall act as a liaison officer between the Government and the United Nations, and shall be responsible and have the requisite authority, in consultation with the United Nations, for making and carrying out the administrative and personnel arrangements for the Sessions as required under this Agreement.

2. The Government shall recruit and provide, at its own expense, the local personnel required in addition to the United Nations staff to ensure smooth conduct of the Sessions, as specified in the Annex.

3. The Government shall arrange, at its own expense, for some of the local staff referred to in paragraph 2 above, to be available before and after the closing of the Sessions, as required by the United Nations.

Article IX

FINANCIAL ARRANGEMENTS

1. The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall, in accordance with General Assembly resolution 47/202, paragraph 17, bear the actual additional costs directly or indirectly involved in holding the Sessions at Shanghai rather than at Bangkok. Such costs, which are provisionally estimated at approximately \$291,310.00¹, shall include, but not be restricted to, the actual additional costs of travel and staff entitlements of the United Nations officials assigned to plan for or attend the Sessions, as well as the costs of shipping any necessary equipment and supplies. Arrangements for the travel of United Nations officials required to plan for or service the Sessions and for the shipment of any necessary equipment and supplies shall be made by the ESCAP secretariat in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices regarding travel standard, baggage allowances, subsistence payments and terminal expenses.

2. The Government shall, no later than 20 February 2004, deposit with the United Nations the sum of US\$291,310.00.

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

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

5. After the conclusion of the Sessions, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs incurred by the United Nations and to be borne by the Government pursuant to paragraph 1 of this article. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the United Nations paid the cost. The United Nations, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of the deposits referred to in paragraph 2 and 3 within one month of the receipt of the detailed accounts. Should the actual additional costs exceed the deposit, the Government shall remit the outstanding balance within one month of the receipt of the detailed accounts. The final accounts shall be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of accounts shall be subject to any observations which may arise from the audit carried out by the United Nations Board of Auditors, whose determination shall be accepted as final by both the United Nations and the Government.

¹ The costs for the ESCAP preparatory missions are not included in this amount, they will be covered by direct payment by the Government.

Article X

LIABILITY

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

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

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

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

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

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which the Government became a party on 11 September 1979, shall be applicable in respect of the Sessions. In particular, the representatives of members and associate members of ESCAP and states referred to in article II, paragraph 1 (a) and (b), above, shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of the United Nations performing functions in connection with the Sessions referred to in article II, paragraphs 1(h) and 2, above, shall enjoy the privileges and immunities provided under articles V and VII of the Convention and any expert on mission for the United Nations in connection with the Sessions referred to in article II, paragraph 1(i), above, shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

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

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

4. The participants referred to in Article II, paragraph 1(g), shall be accorded the appropriate facilities necessary for the independent exercise of their functions in connection with the Sessions.

5. The Government shall take the necessary measure to ensure that the entry into and exit from China for all persons referred to in Article II are facilitated without undue delay. Visas and entry permits, where required, shall be granted to all those invited to the Sessions free of charge, as speedily as possible and no later than two weeks before the date of the opening of the Sessions, provided the applications for the visa is made at least three weeks before the opening of the Sessions. If the application is not made at least three weeks

before the opening of the Sessions, the visa shall be granted when possible within three days of receipt of the application.

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

7. All persons referred to in article II, above, shall have the right to take out of China at the time of their departure, without any restriction, any unexpended portions of the funds they brought in to China in connection with the Sessions and to reconvert any such funds at the prevailing market rates.

8. The privileges and immunities accorded under this Agreement are granted in the interest of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and the duty to waive the immunity of any official or expert 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. In the case of the Secretary-General, the Security Council shall have the right to waive immunity.

Article XII

IMPORT DUTIES AND TAX

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

Article XIII

SETTLEMENT OF DISPUTES

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

Article XIV

FINAL PROVISIONS

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

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

SIGNED this twenty-seventh day of November 2003 at Beijing in duplicate in the English and Chinese languages, each text being authentic.

For the United Nations

(Signed)

Kim HAK-SU

*Executive Secretary
ESCAP*

*For the Government of the People's
Republic of China*

(Signed)

Shen GUOFANG

*Assistant Minister Ministry of Foreign
Affairs*

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

Basic Cooperation Agreement between the United Nations Children's Fund and the Government of St. Kitts and Nevis. Basseterre, 22 April 2003*

Preamble

WHEREAS the United Nations Children's Fund (UNICEF) was established by the General Assembly of the United Nations by 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 St. Kitts and Nevis 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 St. Kitts and Nevis,

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;

* Came into force on 22 April 2003 by signature, in accordance with article XXIII.

(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 St. Kitts and Nevis;

(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) Costs of local services such as equipment, fixtures and maintenance of office premises;
- (d) Transportation for UNICEF officials, experts on mission and persons performing services for UNICEF in the performance of their official functions in the country.

2. The Government shall also assist UNICEF:

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

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

3. In the event that UNICEF 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 be responsible for, and shall meet the costs associated with, the clearance, receipt, unloading, storage, insurance, transportation and distribution of such supplies, equipment and other materials after their arrival in the country.

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

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

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

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

8. The Government shall maintain proper accounts, records and documentation in respect of funds, supplies, equipment and other assistance under 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 in so far as in any particular case it has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

2. (a) The premises of the UNICEF office shall be inviolable. The property and assets of UNICEF, wherever located and by whomsoever held, shall be immune from search,

requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

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

3. The appropriate authorities shall exercise due diligence to ensure the security and protection of the UNICEF office, and to ensure that the tranquility of the office is not 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.

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 custom and excise duties limited quantities of certain articles intended for personal consumption in accordance with existing government regulation;

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

Article XIV

EXPERTS ON MISSION

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

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

Article XV

PERSONS PERFORMING SERVICES FOR UNICEF

1. Persons performing services 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 licenses 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 for 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.

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 immediately upon signature by the Parties.
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 language.

Done at Basseterre this 22nd day of April, two thousand and three.

For the United Nations Children's Fund

(Signed)

Aboubacar SAIBOU

Representative

For the Government:

(Signed)

Denzil L. DOUGLAS

Prime Minister

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

Agreement between the United Nations High Commissioner for Refugees and the Government of the Republic of Tajikistan on Cooperation. Dushanbe, 8 May 2003*

Whereas the Office of the United Nations High Commissioner for Refugees was established by the United Nations General Assembly 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

* Came into force provisionally on 8 May 2003 by signature, in accordance with article XVII.

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 recognising 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 Tajikistan wish to establish the terms and conditions under which the Office, within its mandate, shall be represented in the Country,

NOW THEREOF, the Office of the United Nations High Commissioner for Refugees and the Government of the Republic of Tajikistan, in spirit of friendly co operation, 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 Tajikistan;

(d) "Host Country" or "Country" means the Republic of Tajikistan;

(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, co-operate with the Government, open office 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

CO-OPERATION BETWEEN THE GOVERNMENT AND UNHCR

1. Co-operation between the Government and UNHCR in the field of international protection and humanitarian assistance to refugees and other persons of concern to UNHCR shall be carried out on the basis of the Statute of UNHCR, of other relevant decisions and resolutions relating to UNHCR adopted by United Nations organs and of Article 35 of the Convention relating to the Status of Refugees of 1951 and Article 2 of the Protocol relating to the Status of Refugees of 1967.

2. The UNHCR office shall maintain consultations and co-operation 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 and other persons of concern 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 co-operating 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, use and disposal of the material means, 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 license 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, in agreement with UNHCR, shall assist UNHCR officials in finding appropriate office premises, and shall put them at the disposal of UNHCR free of charge, or at a nominal rent.

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, attached as Annex I* which is an integral part of the present Agreement. 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 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 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 payments 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 payments 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 UNHCR, by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian

* United Nations *Treaty Series*, vol. 1, I-4. (Annex not published herein.)

assistance for refugees, shall be exempt from all customs payments 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 legal 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 Government, 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. The Government shall ensure that UNHCR be enabled to effectively operate its radio and other telecommunications equipment, including satellite communications systems, on networks using the frequencies allocated by or co-ordinated with the competent national authorities under the applicable International Telecommunication Union's regulations and norms currently in force.

Article X

UNHCR OFFICIALS

1. The UNHCR Representative and Deputy Representative, and other senior officials 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's 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 employment 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 ASSIGNED TO HOURLY RATES

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

1. Experts performing mission 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

1. 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 an interim basis from the date of its signing by both Parties and shall enter into force on the date of notification of the Office of the United Nations High Commissioner for Refugees by the Government of the completion of all required constitutional procedures.

2. This Agreement shall be interpreted in 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, respectively, have on behalf of the Parties signed this Agreement, in the Tajik, English and Russian languages, all three equally authoritative. For purposes of interpretation and in case of conflict, the English text shall prevail.

Done in Dushanbe, 08 May 2003.

For the Office of the United Nations High Commissioner for Refugees.

For the Government of the Republic of Tajikistan.

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

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

In 2003, the following States acceded to the Convention in respect of the specialized agencies indicated below:

<i>States</i>	<i>Date of receipt of instrument of accession</i>	<i>Specialized agencies</i>
Albania	15 December 2003	FAO (second revised text), IMF, IBRD, WHO (third revised text), IFC, IDA
United Arab Emirates	11 December 2003	ILO, FAO (second revised text), ICAO, UNESCO, IMF, IBRD, WHO (third revised text), UPU, ITU, WMO, IMO (second revised text), IFAD, IFC, WIPO, UNIDO

In addition, the following States undertook to apply the provisions of the Convention to the following specialized agencies:

<i>States</i>	<i>Date of receipt of instrument of application</i>	<i>Specialized agencies</i>
Netherlands	4 April 2003	IMO (second revised text)
Spain	12 December 2003	IFAD, WIPO, UNIDO

As at 31 December 2003, there were 110 States parties to the Convention.**

2. AGREEMENTS RELATING TO THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

Agreement between the Kingdom of the Netherlands and the United Nations Educational, Scientific and Cultural Organization concerning the seat of the UNESCO-IHE Institute for Water Education. Paris, 18 March 2003***

The Kingdom of the Netherlands

and

the United Nations Educational, Scientific and Cultural Organization,

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

** For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General of the United Nations* (United Nations publication, Sales No. E.04. V.2, ST/LEG/SER.E/22).

*** Came into force on 1 May 2003 by signature, in accordance with article 16.

Having regard to the Aide Memoire concluded on March 22, 2000, between the Director-General of UNESCO, the Minister of Foreign Affairs of the Kingdom of the Netherlands, the Minister for Development Cooperation of the Netherlands, the Minister of Education, Culture and Science of the Netherlands, the Vice Minister of the Ministry of Transport, Public Works and Water Management of the Netherlands, and the Chairman of the Board of Governors of the IHE (International Institute for Infrastructural, Hydraulic and Environmental Engineering)-Foundation,

Mindful of the water-related challenges faced by humanity and the paramount role of education, training and awareness raising to prepare professionals and the public worldwide to solve the inherent technical, legal, administrative, social and management problems, as discussed and stated by the World Water Vision consultations and respective Reports, Framework for Action Document and deliberations of the Second World Water Forum and associated Ministerial Conference,

Noting that the Convention on the Privileges and Immunities of the Specialized Agencies adopted on 21 November 1947 by the United Nations General Assembly, to which the Kingdom of the Netherlands is a party, applies to UNESCO Officials servicing the UNESCO-IHE Institute for Water Education, and that individual or specific privileges not covered by this Convention make further provisions necessary,

Desiring, therefore, to conclude an Agreement for the purpose of determining such individual or specific privileges to be granted by the Government of the Kingdom of the Netherlands with respect to the UNESCO-IHE Institute for Water Education,

Have agreed as follows:

Article 1

DEFINITIONS

In this Agreement:

(a) "Convention" means the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947;

(b) "Director" means the Director of the Institute;

(c) "Director-General" means the Director-General of UNESCO;

(d) "Experts" means persons, other than those referred to in subparagraph (g) of this article, designated by UNESCO or the Institute to perform official missions for the Institute;

(e) "the Government" means the Government of the Kingdom of the Netherlands;

(f) "Institute" means the UNESCO Institute for Water Education (IHE UNESCO);

(g) "Officials" means persons appointed or recruited by UNESCO for employment with the Institute for the purpose of carrying out its official functions, including the Director; it does not include private servants (persons who are in the domestic service of officials), or persons recruited locally and remunerated on an hourly basis;

(h) "Parties" means the Kingdom of the Netherlands and UNESCO;

(i) "Premises" means the premises of the Institute and any buildings, parts of buildings or facilities used by the Institute on a permanent or temporary basis, to carry out its official functions;

(j) “UNESCO” means the United Nations Educational, Scientific and Cultural Organization.

Article 2

APPLICATION OF THE CONVENTION

Except as otherwise provided in this Agreement, the status, privileges and immunities of the Institute shall be governed by the provisions of the Convention.

Article 3

IMMUNITY FROM LEGAL PROCESS

1. Within the scope of its official activities, the Institute shall enjoy immunity from any form of legal process, except in the case of:

(a) express waiver by the Director-General of immunity in a particular case

(b) civil action by a third party for damages arising out of an accident caused by a vehicle belonging to or operated on behalf of the Institute where the damages are not recoverable from insurance.

2. Notwithstanding the provisions of paragraph 1, the property of the Institute wherever located and by whomsoever held, shall be immune from search, foreclosure, seizure, all forms of attachment, injunction or other legal process except in so far as in any particular case the Director-General of UNESCO shall have expressly waived the immunity of the Institute.

Article 4

INVIOABILITY OF THE PREMISES

1. The premises of the Institute shall be inviolable.

2. The Netherlands authorities may not enter the premises without the consent given by or on behalf of the Director-General or the Director acting on his behalf. If neither of them can be reached in time, such consent shall be assumed in case of fire or other emergency requiring prompt protective action.

3. In other cases, the Director-General or the Director acting on his behalf, shall give serious consideration to a request for permission from the Netherlands authorities to enter the premises, without prejudice to the interests of the Institute.

Article 5

LAW AND AUTHORITY ON THE PREMISES OF THE INSTITUTE

The Institute shall have the right to make internal regulations in order to enable it to carry out its work. Subject to the foregoing provision, the laws and regulations of the Netherlands shall apply at the Institute.

Article 6

INVIOABILITY OF THE ARCHIVES

The archives of the Institute shall be inviolable. The inviolability of the archives shall be understood to apply to all records, correspondence, manuscripts, photographs, films,

recordings, documents, computer data and computer files belonging to or held by the Institute, wherever they are located.

Article 7

EXEMPTION FROM TAXES AND DUTIES

1. In addition to section 9 and 10 of the Convention the Institute shall, within the scope of its official activities, be exempt from the following taxes:

- (a) import taxes and duties (*belastingen bij invoer*);
- (b) motor vehicle tax (*motorrijtuigenbelasting*);
- (c) tax on passenger motor vehicles and motorcycles (*BPM*);
- (d) value added tax (*omzetbelasting*) paid on goods and services involving considerable expenditure or supplied on a recurring basis;
- (e) excise duties (*accijnzen*) included in the price of alcoholic beverages and hydrocarbons such as fuel oils and motor fuels;
- (f) energy tax (*regulerende energielasting*);
- (g) real property transfer tax (*overdrachtsbelasting*);
- (h) insurance tax (*assurantiebelasting*);
- (i) tax on tap water (*belasting op leidingwater*).

2. The exemptions provided for in paragraph 1 (d), (e), (f) and (g) of this article may be granted by way of a refund. The exemptions provided for in this article shall apply in accordance with the regulations in force in the Kingdom of the Netherlands. Such regulations, however, shall not affect the general principles laid down in this article.

3. No exemption shall be accorded in respect of taxes and duties which represent charges for specific services rendered.

4. Goods acquired or imported under the terms set out in paragraph 1 of this article shall not be sold, given away, or otherwise disposed of in the Netherlands, except in accordance with conditions agreed upon with the Government.

Article 8

PRIVILEGES AND IMMUNITIES OF OFFICIALS

1. In addition to the provisions of section 19 of the Convention the Officials shall also:

- (a) enjoy immunity referred to in paragraph (a) of that section notwithstanding that the Officials concerned may have ceased to be Officials of UNESCO;
- (b) enjoy immunity from arrest or detention and from inspection or seizure of their personal and/or official baggage;
- (c) in accordance with the regulations in force, if they are non residents, have relief from duties and taxes (except payments for services) in respect of import of their furniture and personal effects, including motor vehicles, at the time of first taking up their post in the Netherlands and the right on the termination of their function in the Netherlands to export with relief from duties and taxes their furniture and personal effects, subject, in both cases, to the conditions agreed with the Government and the regulations in force

applicable to international organisations situated within the territory of the Kingdom of the Netherlands.

2. The Director shall enjoy with respect to himself and to members of his family forming part of his household the privileges and immunities granted to heads of diplomatic missions accredited to the Government, in accordance with the Vienna Convention on Diplomatic Relations of 18 April 1961.

3. A Deputy Director or other senior Official, when acting on behalf of the Director during his absence from duty, shall be accorded the same immunities as are accorded to the Director.

4. Officials of rank P.5 and above shall enjoy the privileges and immunities granted to diplomatic agents in accordance with the Vienna Convention on Diplomatic Relations of 18 April 1961.

5. With regard to non-official acts, confirmed as such by the Institute, immunity shall not apply in the case of a motor-traffic offence committed by an Official, nor in the case of a civil action by a third party for damage arising from an accident caused by a motor vehicle belonging or driven by an Official.

Article 9

PRIVILEGES AND IMMUNITIES OF EXPERTS

1. Annex IV to the Convention shall apply to Experts.

2. With regard to non-official acts, confirmed as such by the Institute, with respect to section 3 of Annex IV to the Convention, the immunities provided therein shall not apply to civil action by a third party for damage arising from an accident caused by a motor vehicle belonging to or driven by him.

Article 10

NOTIFICATION

With respect to section 18 of the Convention the following shall also apply:

1. The Institute shall promptly notify the Government of:

(a) the appointment of Officials and Experts, their arrival and their final departure, or the termination of their functions with UNESCO or the Institute;

(b) the arrival and final departure of members of the families forming part of the households of Officials and, where appropriate, the fact that a person has ceased to form part of the household;

(c) the arrival and final departure of domestic employees of Officials and, where appropriate, the fact that they are leaving the employ of such persons.

2. The privileges and immunities granted to the respective categories of persons referred to under paragraph 1 of this article shall be implemented upon arrival of such persons and shall be repealed two weeks after notification to the Ministry that either the person has terminated his function with the Institute, or has ceased to be a member of the family forming part of the household of an Official. In any case, privileges and immunities shall be repealed immediately after final departure of the persons concerned.

3. The Government shall issue to the Officials, to the members of the families forming part of the households of the Officials and to the domestic employees of the Officials an

identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to the Host State authorities.

Article 11

SOCIAL SECURITY

1. In the event that the Institute shall have established its own social security system offering comparable coverage to the coverage under the legislation of the Netherlands, or shall adhere to such a social security system, the Institute and its Officials to whom the aforementioned scheme applies, shall be exempt from social security provisions in the Netherlands.

2. The provisions of paragraph 1 of this article shall apply, *mutatis mutandis*, to the members of the families forming part of the households of the Officials, unless they are employed otherwise than by the Institute or self-employed in the Netherlands or unless they receive social security benefits from the Kingdom of the Netherlands.

Article 12

EMPLOYMENT OF FAMILY MEMBERS OF OFFICIALS

1. Members of the family forming part of the household of Officials of the Institute shall be authorised to engage in gainful employment in the Netherlands for the duration of the term of office of the Official concerned.

2. The following persons are members of the family forming part of the household in the sense of paragraph 1:

- (a) the spouses or registered partners of Officials of the Institute;
- (b) children of Officials of the Institute who are under the age of 18;

(c) children of Officials of the Institute aged 18 or over, but not older than 27, provided that they formed part of the Official's household prior to their first entry into the Netherlands and still form part of this household, and that they are unmarried, financially dependent on the Official concerned and are attending education in the Netherlands.

3. Persons mentioned in paragraph 2 of this Article who obtain gainful employment shall have no immunity from criminal, civil or administrative jurisdiction with respect to matters arising in the course of or in connection with such employment, provided that measures of execution are taken without infringing the inviolability of their person or of their residence, if they are entitled to such inviolability.

4. In case of the insolvency of a person aged under 18 with respect to a claim arising out of gainful employment of that person under this Article, the immunity of the Official of whose family the person concerned is a member shall be waived by the Institute for the purpose of settlement of the claim, in accordance with the provisions of the applicable international legal instrument regarding waiver.

5. The employment referred to in paragraph 1 of this Article shall be in accordance with Netherlands legislation, including fiscal and social security legislation.

Article 13

SETTLEMENT OF DISPUTES

1. Any dispute between the Parties concerning the interpretation or application of this Agreement shall be settled through negotiation or any other means agreed by the Parties.

2. If the dispute cannot be settled through the means mentioned in paragraph 1 above it may be submitted, at the request of any Party, to final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration involving International Organisations and States of July 1996, as in effect on the date of submission of the dispute to the Court. The number of arbitrators shall be three.

Article 14

AMENDMENTS TO AGREEMENT

1. At the request of either Party, this Agreement as well as the Annex may be amended by mutual consent at any time.

2. Any such amendment may be effected by an exchange of Notes.

Article 15

DURATION OF AGREEMENT AND CONDITIONS OF TERMINATION

1. This Agreement shall be terminated in the event that the Institute is transferred from the territory of the Kingdom of the Netherlands or in the event that the Institute ceases to exist.

2. In case of dissolution of the Institute, the dissolution shall take place in accordance with the relevant provision of the Statutes.

Article 16

ENTRY INTO FORCE

1. This Agreement shall enter into force on the first day of the second month after the date of signing the Agreement.

2. With respect to the Kingdom of the Netherlands, this Agreement shall apply to the part of the Kingdom in Europe only.

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

DONE at Paris, on 18 March 2003, in duplicate, in the English language.

For the Kingdom of the Netherlands

(s.) L. P. VAN VLDST

*For the United Nations Educational,
Scientific and Cultural Organization*

(s.) K. MATSUURA

3. AGREEMENTS RELATING TO THE WORLD HEALTH ORGANIZATION

- (a) Agreement between the World Health Organization and Serbia and Montenegro on the status of the Office of the World Health Organization in Serbia and Montenegro. 21 and 25 February 2003*

I

LETTER FROM THE WORLD HEALTH ORGANIZATION

21 February 2003

Dear Sir,

I have the honour to inform you that the World Health Organization, Regional Office for Europe (WHO/EURO), has been working in the field of health and humanitarian assistance in Serbia and Montenegro since late October 1992. WHO/EURO started with a small office in Belgrade, and now has offices in Belgrade, Podgorica and Pristina.

Serbia and Montenegro became a full Member State of WHO on 28 November 2000. The first regular collaborative agreement between the Federal Republic of Yugoslavia and WHO, so-called Biennial Collaborative Agreement (BCA), for the biennium 2002–2003 was signed on 18 February 2002.

WHO's main goals and objectives are to provide public health expertise focusing on the implementation of the BCA and on the assistance to refugees, internally displaced persons and vulnerable groups within the framework of humanitarian assistance. These goals will be achieved through the provision of:

- Supporting the Ministry of Health at all levels (Federal and Republic) to develop health policies and to reorganize the health system;
- Coordination of the medical assistance given by all the health-interested humanitarian aid and development organizations in the country;
- Facilitating the exchange of information in the field of public health with all partners in health.

At present, WHO is concentrating on coordination of humanitarian assistance activities in the health sector, humanitarian assistance to vulnerable groups, provision of medical supplies, prevention and control of communicable diseases, collaboration with the health authorities in the fields of pharmaceuticals and health care policies, and community-based mental health care and starting implementation of the activities agreed in the BCA.

Keeping the above excellent relations with the various ministerial bodies, local authorities and institutions in mind, WHO should now like to formalize its presence in Serbia and Montenegro. In the light of similar agreements concluded between your Government and United Nations bodies, we propose the following:

1. For the purpose of this Agreement:
 - (a) the World Health Organization shall hereinafter be referred to as 'WHO';
 - (b) the World Health Organization, Regional Office for Europe, shall hereinafter be referred to as 'WHO/EURO';

* Came into force on 25 February 2003, in accordance with its provisions.

(c) the Federal Government of Serbia and Montenegro shall hereinafter be referred to as 'the Government';

(d) 'the Office' shall be the Office of WHO/EURO in Serbia and Montenegro, and any sub-offices which may be established in Serbia and Montenegro, with the consent of the Government;

(e) 'Officials of the Office' include the Head of Office and all members of its staff, irrespective of nationality, employed under the Staff Regulations and Rules of WHO with the exception of persons who are recruited locally and assigned to hourly rates;

(f) 'Experts on mission' means individuals, other than officials of the office, performing missions for WHO/EURO;

(g) 'Office personnel' means Officials of the Office, experts on mission and locally recruited personnel assigned to hourly rates.

2. The Office shall be based in Belgrade with sub-offices in Pristina and Podgorica. Should WHO/EURO wish to establish additional sub-offices in Serbia and Montenegro, it shall seek the consent of the Government.

3. The Office shall provide full support in the field of humanitarian assistance, specifically in the health sector, and collaborate accordingly with all health-oriented aid bodies in Serbia and Montenegro.

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 with special identification documents by the Government as proof of their status in accordance with this Agreement.

7. The Government shall apply to the Office and to officials of the Office and experts on mission, the privileges and immunities provided for in the Convention on the Privileges and Immunities of the Specialized Agencies, including its Annex VII with respect to the World Health Organization (hereinafter 'the Convention') to which Serbia and Montenegro has acceded on 12 March 2001.

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 WHO has expressly waived such 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 Office, without prejudice to the provisions of Para 27 below. The property, fund 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 Serbia and Montenegro except under conditions agreed upon with the Government, and

(d) Customs duties and prohibitions and restrictions in respect of the import and export of WHO 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 and securities, and

(b) Bring funds securities and foreign currency into Serbia and Montenegro from any other country, use them within Serbia and Montenegro 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, cables, telephotos, telephone, telegraph, telex and other communications.

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, film and sound recording.

16. The Office 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.

17. The Head of the Office, including any official acting on his/her behalf, during his/her absence from duty, shall be accorded in respect of himself/herself, his/her spouse and minor children, the privileges and immunities exemptions and facilities accorded to diplomatic envoys in accordance with international law. For this purpose, the Ministry of Foreign Affairs of Serbia and Montenegro shall include their names in the Diplomatic List.

18. 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 their 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 WHO;

(f) Exemption from any form of taxation on income derived by them from sources outside Serbia and Montenegro;

(g) Freedom to hold or maintain within Serbia and Montenegro foreign exchange, foreign currency accounts and movable property and the right upon termination of employment with the Office to take out of Serbia and Montenegro 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 regulations applicable in Serbia and Montenegro, to diplomatic representatives accredited in Serbia and Montenegro, and reasonable quantities of certain articles of personal use of consumption and not for gift or sale.

19. Officials of the Office who are nationals of or permanent residents in Serbia and Montenegro shall enjoy only those privileges and immunities provided for in the Convention.

20. The terms and conditions of employment for the personnel recruited locally and assigned to hourly rates to perform services for the Office shall be in accordance with the relevant WHO resolutions, regulations and rules.

21. 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.

22. 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, licenses 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 Serbia and Montenegro 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, in accordance with procedures agreed upon with the Ministry of Foreign Affairs of Serbia and Montenegro;

(f) The right to have direct contacts with non-government organizations, private institutions, associations and individuals;

(g) The right to fly the WHO flag and display the WHO emblem on Office premises and means of transport; and

(h) The right to make arrangement 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.

23. 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 the Office premises, its property and of Office personnel.

24. 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 Serbia and Montenegro. The Government shall also facilitate the location of suitable housing accommodation for Office personnel recruited internationally.

25. 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 Serbia and Montenegro.

26. 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 WHO, 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 Para 28 below.

27. Privileges and immunities are granted to Office personnel in the interests of WHO and not for the personal benefit of the individual concerned. The WHO Regional Director for Europe 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 WHO.

28. Any dispute, controversy or claim arising out of or relating to the present Agreement, or the breach, termination or invalidity thereof, shall, unless it is settled amicably by negotiation or other agreed mode of settlement, be settled by arbitration at the request of either party, in accordance with the UNCITRAL Arbitration Rules then obtaining. The parties hereto agree to be bound by any arbitration award rendered under this clause as the final adjudication of such dispute, controversy or claim.

29. 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.

30. This agreement shall enter into force upon receipt of your positive reply by the World Health Organization.

31. 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 provisions of the Agreement, except as regards the normal cessation of activities of the Office in Serbia and Montenegro 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 World Health Organization and Serbia and Montenegro on the status of the Office of the World Health Organization in Serbia and Montenegro.

Marc DANZON

II
LETTER FROM THE MINISTER OF FOREIGN AFFAIRS
OF SERBIA AND MONTENEGRO

25 February 2003

Dear Sir,

I have the honour to acknowledge receipt of your letter of 21 February 2003, which reads as follows:

[See letter I above]

I have also the honour to inform that the Federal Government of Serbia and Montenegro is fully agreed to the provisions contained in your letter, to the effect that your letter and the reply thereto constitute an Agreement between Serbia and Montenegro and the World Health Organization on the status of the Office of the World Health Organization in Serbia and Montenegro entering into force upon receipt of the reply of Serbia and Montenegro by the World Health Organization.

Please accept, Sir, the assurance of my highest consideration.

(Signed)

Goran SVILANOVIĆ

(b) Basic Agreement between the World Health Organization and the Government of Azerbaijan for the Establishment of Technical Advisory Cooperation Relations. Geneva, 22 August 2003 and 2 September 2003*

The World Health Organization (hereinafter referred to as “the Organization”); and The Government of Azerbaijan (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 its purpose and scope as well as 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 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 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;

(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 form 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) in the performance of their duties, the advisers shall act in close consultation with the Government and with persons or bodies so authorized by the Government, and

* Came into force on 2 September 2003 by signature, in accordance with article VI.

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 mutually 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 Agreement, except where it is agreed by the Government and the Organization 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 programmes 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 (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 cost 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 cost 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 Agreement, shall be deemed to be officials within the meaning of the above Convention. The WHO Programme Coordinator/Representative appointed to the Government of Azerbaijan 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 and sympathetic consideration to any request by the other for such modification.

3. This Basic Agreement may be terminated by either party upon written notice to the other party and shall terminate sixty 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 at this day of 2003, in the English and Russian languages in three copies each.

For the Government of Azerbaijan

Dr. Ali INSANOV

02/09/03

For the World Health Organization

Dr. M. DANZON

22/8/03

4. AGREEMENTS RELATING TO THE WORLD METEOROLOGICAL ORGANIZATION

Agreement between the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization and the World Meteorological Organization. Geneva, 27 June 2003 and Vienna, 11 July 2003*

Whereas the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization (hereinafter the "Commission") was established for the purpose of carrying out the necessary preparations for the effective implementation of the Comprehensive Nuclear-Test-Ban Treaty;

Whereas the World Meteorological Organization (hereinafter the "Organization") a specialized agency of the United Nations, is recognized as the organization responsible, for facilitating international cooperation in the field of meteorology, hydrology and related geophysical services, and promoting the rapid exchange of meteorological information;

Now, therefore, the Commission and the Organization have decided to conclude an agreement for cooperation and have agreed as follows:

Article I

COOPERATION AND CONSULTATION

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

2. The Commission recognizes the responsibilities of the Organization as set forth in the Convention of that Organization and recognized in the agreement between the United Nations and the Organization.

3. The Organization recognizes the responsibilities of the Commission as set forth in the Comprehensive Nuclear-Test-Ban Treaty and the Resolution Establishing the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization, and as recognized in the agreement between the United Nations and the Commission.

4. In particular, the Organization recognizes the responsibility of the Commission with regard to the verification regime for the Comprehensive Nuclear-Test-Ban Treaty,

* Came into force with retroactive effect on 23 May 2003, in accordance with article XIII.

without prejudice to the responsibility of the Organization in matters relating to meteorology and other geophysical sciences and their operational aspects as defined in its Convention.

5. More specifically, the Commission and the Organization agree to cooperate closely with regard to meteorological measurements, the exchange of meteorological observations and transport modeling, and to establish specific procedures to that end in accordance with the provisions of this Agreement.

6. In all cases where either organization proposes to initiate a programme or activity on a subject in which the other organization has or may have a substantial interest, the first party shall consult the other before bringing to finality the programme or initiating the activity.

Article II

RECIPROCAL REPRESENTATION

1. Representatives of the Organization shall be invited to attend the sessions of the Commission and to participate without vote in the deliberations of that body and, where appropriate, of its working groups with respect to items on their agenda in which the Organization has an interest.

2. Representatives of the Commission shall be invited to attend the Congress of the Organization and to participate without vote in the deliberations of that body, and where appropriate, of its committees or commissions with respect to items on their agenda in which the Commission has an interest.

3. Representatives of the Commission shall be invited, as appropriate, to attend meetings of the Executive Council of the Organization and to participate without a vote in the deliberations of that body and of its committees with respect to items on their agenda in which the Commission has an interest.

4. Appropriate arrangements shall be made by agreement from time to time for the reciprocal representation of the Commission and the Organization at other meetings convened under their respective auspices which consider matters in which the other organization has an interest.

Article III

EXCHANGE OF INFORMATION AND DOCUMENTS

1. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the Provisional Technical Secretariat of the Commission and the Secretariat of the Organization shall keep each other fully informed concerning all projected activities and all programmes of work which may be of interest to the other party.

2. The Commission and the Organization recognize that they may find it necessary to apply certain limitations for the safeguarding of confidential information furnished to them. They therefore agree that nothing in this Agreement shall be construed as requiring either of them to furnish such information as would, in the judgement of the party possessing the information, constitute a violation of the confidence of any of its Members or anyone from whom it has received such information or otherwise interfere with the orderly conduct of its operations.

3. The parties agree that meteorological data which are exchanged in accordance with the provisions of this Agreement shall, subject to the need to protect those observations from illegal commercial use, not be subject to any other restrictions.

4. The Executive Secretary of the Commission and the Secretary-General of the Organization or their representatives shall, at the request of either party, arrange for consultations regarding the provision by either party of such special information as may be of interest to the other party.

Article IV

PROPOSAL OF AGENDA ITEMS

After such preliminary consultations as may be necessary, the Organization shall include on the provisional agenda of its Congress or its Executive Council items proposed to it by the Commission. Similarly, the Commission shall include on its provisional agenda items proposed by the Organization. Items submitted by either party for consideration by the other shall be accompanied by an explanatory memorandum.

Article V

COOPERATION BETWEEN SECRETARIATS

The Provisional Technical Secretariat of the Commission and the Secretariat of the Organization shall maintain a close working relationship in accordance with such arrangements as may have been agreed upon from time to time by the Executive Secretary of the Commission and the Secretary-General of the Organization.

Article VI

ADMINISTRATIVE AND TECHNICAL COOPERATION

The Commission and the Organization agree to consult each other from time to time regarding the most efficient use of personnel and resources and appropriate methods of avoiding the establishment and operation of competitive or overlapping facilities and services.

Article VII

STATISTICAL SERVICES

In view of the desirability of maximum cooperation in the statistical field and of minimizing the burdens placed on national governments and other organizations from which information may be collected, the Commission and the Organization undertake to avoid undesirable duplication between them with respect to the collection, compilation and publication of statistics and to consult with each other on the most efficient use of information, resources and technical personnel in the field of statistics.

Article VIII

PERSONNEL ARRANGEMENTS

1. The Commission and the Organization agree to consult whenever necessary concerning matters of common interest relating to the terms and conditions of employment of staff.

2. The Commission and the Organization agree to cooperate regarding the exchange of personnel and to determine conditions of such cooperation in supplementary arrangements to be concluded for that purpose in accordance with Article X of this Agreement.

Article IX

FINANCING OF SPECIAL SERVICES

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

Article X

IMPLEMENTATION OF THE AGREEMENT

The Executive Secretary of the Commission and the Secretary-General of the Organization may enter into such arrangements for the implementation of this Agreement as may be found desirable in the light of the operating experience of the two organizations.

Article XI

NOTIFICATION TO THE UNITED NATIONS AND
FILING AND RECORDING

1. In accordance with its agreement with the United Nations, the Organization will inform the United Nations forthwith of the terms of the present Agreement.

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

Article XII

REVISION, TERMINATION AND SUCCESSION

1. On six months' notice given by either party, this Agreement shall be subject to revision by agreement between the Commission and the Organization.

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

3. Upon the succession of either party, the successor organization shall notify the other party of its succession in respect of this Agreement.

Article XIII

ENTRY INTO FORCE

1. This Agreement shall come into force on its approval by the Commission and by the Congress of the Organization.

2. Upon the approval of this Agreement by the Commission and its endorsement by the Executive Council of the Organization, and pending its approval by the Congress of the Organization, the Executive Secretary of the Commission and the Secretary-General of the Organization may implement provisional measures consistent with this Agreement.

PROTOCOL

This Agreement was approved by the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization on 21 November 2000 and by the Congress of the World Meteorological Organization on 23 May 2003, and thus, in accordance with the terms of Article XIII of the Agreement, it entered into force on the latter date.

In witness whereof, the Executive Secretary of the Preparatory Commission for the Comprehensive Nuclear-Test-Ban Treaty Organization and the Secretary-General of the World Meteorological Organization have affixed their signatures to two original copies of the Agreement in the English language.

*For the Preparatory Commission for the
Comprehensive Nuclear-Test-Ban Treaty
Organization (CTBTO):*

Mr. W. HOFFMANN
Executive Secretary
Vienna 11/07/2003

*For the World Meteorological Organiza-
tion (WMO):*

PROF. G.O.P. OBASI
Secretary-General
Geneva 27/06/2003