

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK 2005

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

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



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Contents

FOREWORD	Page XIX
ABBREVIATIONS	XXI

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

CHAPTER I. LEGISLATIVE TEXTS CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL ORGANIZATIONS

1. CZECH REPUBLIC

Texts of relevant provisions of the laws enacted in the Czech Republic in 2005 and relating to the legal status or privileges and immunities of the United Nations, the specialized agencies or the International Atomic Energy Agency

- (a) Act No. 353/2003 to regulate excise taxes, as amended by Act No. 217/2005 amending Act No. 353/2003 to regulate excise taxes as amended, Act No. 265/1991 to regulate the competences of the authorities of the Czech Republic concerning prices as amended . . . 3
- (b) Act No. 348/2005 to regulate radio and television licence fees and to amend certain acts 5

2. FRANCE

Instruction of the General Tax Directorate

- Mechanisms for implementing the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations . . . 6

3. SINGAPORE

International Organizations (Immunities and Privileges) Act (Chapter 145)

- (a) International Organizations (Immunities and Privileges) (World Intellectual Property Organization) Order 2005 13
- (b) International Organizations (Immunities and Privileges) (International Monetary Fund) Order 2005 15

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 17

2. Agreements relating to missions, offices and meetings	
(a) Supplementary arrangement for the exemption of the United Nations Observer Mission in Georgia from payment of air navigation charges and other related charges. Tbilisi, 27 March 2003 and 4 November 2003	17
(b) Exchange of letters constituting an agreement between the United Nations and the Government of Uzbekistan regarding the hosting of the United Nations Expert Group Meeting on the draft Central Asian Nuclear-Weapon-Free Zone Treaty, to be held in Tashkent from 7 to 9 February 2005. New York, 10 and 11 January 2005...	19
(c) Agreement between Burundi and the United Nations concerning the Status of the United Nations Operation in Burundi. Bujumbura, 17 June 2005.	23
(d) Exchange of letters constituting an agreement between the United Nations and the Government of Uruguay regarding the hosting of three events under the project "Weapons Destruction and Stockpile Management", to be held in Uruguay from 12 to 16 September 2005. New York, 6 July and 29 August 2005	38
(e) Agreement between the United Nations and Sierra Leone on the Status of the United Nations Integrated Office in Sierra Leone. Freetown, 22 December 2005	42
(f) Agreement between the United Nations and the Government of Sudan concerning the Status of the United Nations Mission in Sudan. Khartoum, 28 December 2005.	44
3. Other agreements	
(a) Agreement between the United Nations and the Royal Government of Cambodia concerning the prosecution under Cambodian law of crimes committed during the period of Democratic Kampuchea. Phnom Penh, 6 June 2003	60
(b) Memorandum of Understanding between the United Nations and the International Criminal Court concerning cooperation between the United Nations Organization Mission in the Democratic Republic of the Congo (MONUC) and the International Criminal Court. New York, 8 November 2005	71
(c) Agreement between the United Nations Organization and the Government of the United States of America concerning the establishment of Security for the United Nations Assistance Mission for Iraq. New York, 8 December 2005.	91

CONTENTS

	<i>Page</i>
4. International Court of Justice	
Exchange of notes constituting an agreement between the Kingdom of the Netherlands and the International Court of Justice concerning the status of International Court of Justice trainees in the Netherlands. The Hague, 14 October 2004	95
5. United Nations Children's Fund	
Basic Cooperation Agreement between the United Nations Children's Fund and the Government of the Republic of Bulgaria. Geneva, 8 November 2004.	97
6. Office of the United Nations High Commissioner for Refugees	
(a) Agreement between the Office of the United Nations High Commissioner for Refugees and the Government of the Federal Republic of Germany concerning the office of the United Nations High Commissioner for Refugees in Germany. Berlin, 1 July 2005.	107
(b) Agreement between the Office of the United Nations High Commissioner for Refugees and the Government of the Democratic Socialist Republic of Sri Lanka. Colombo, 7 December 2005.	110
7. Office of the United Nations High Commissioner for Human Rights	
Agreement between the United Nations High Commissioner for Human Rights and the Government of the Kingdom of Nepal concerning the establishment of an Office in Nepal. Geneva and Kathmandu, 8 and 10 April 2005.	118
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.	128
2. International Labour Organization	
Provisional Agreement between the Government of the Federal Democratic Republic of Ethiopia and the International Labour Organization concerning the Regional Office of the Organization in Addis Ababa	128
3. United Nations Food and Agriculture Organization	
(a) Agreements based on the standard "Memorandum of Responsibilities" in respect of Food and Agriculture Organization sessions	131
(b) Agreements based on the standard "Memorandum of Responsibilities" in respect of seminars, workshops, training courses and other meetings.	131
4. United Nations Educational, Scientific and Cultural Organization	131

	<i>Page</i>
5. International Bank for Reconstruction and Development Agreement between the Kingdom of Belgium and the International Bank for Reconstruction and Development on the establishment of a Liaison Office of this Organization in Belgium. Brussels, 26 April 1999	132
6. World Health Organization Basic Agreement between the World Health Organization and the Ministry of Health on behalf of the Government of Albania for the establishment of technical advisory cooperation relations. 6 September 2005	135
7. United Nations Industrial Development Organization	138
(a) Memorandum of Understanding between the United Nations Industrial Development Organization and the Istanbul Chamber of Commerce (ICOC), Turkey. 3 February 2005	138
(b) Rental Agreement between the United Nations Industrial Devel- opment Organization and the Bahrain Development Bank (BSC). 10 May 2005	138
(c) Letter of Agreement between the United Nations Industrial Devel- opment Organization and the International Maritime Organiza- tion. 6 and 26 September 2005	139
(d) Memorandum of Understanding between the United Nations Industrial Development Organization and the General Secretariat of the Organization of American States (GS/OAS). 18 October 2005 ..	139

Part Two. Legal activities of the United Nations and related intergovernmental organizations

CHAPTER III. GENERAL REVIEW OF THE LEGAL ACTIVITIES OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL ORGANIZATIONS

A. GENERAL REVIEW OF THE LEGAL ACTIVITIES OF THE UNITED NATIONS

1. Membership of the United Nations	143
2. The World Summit	143
(a) Values and principles	144
(b) Development	144
(c) Peace and collective security	144
(d) Human rights and the rule of law	146
(e) Strengthening the United Nations	147
3. Peace and security	
(a) Peacekeeping missions and operations	149
(b) Political and peacebuilding missions	155

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

During 2005, the following States acceded to the Convention:

<i>State</i>	<i>Date of receipt of instrument of accession</i>
Belize	14 September 2005
Monaco	8 March 2005

As at 31 December 2005, there were 151 States parties to the Convention.**

2. Agreements relating to missions, offices and meetings

(a) Supplementary arrangement for the exemption of the United Nations Observer Mission in Georgia from payment of air navigation charges and other related charges. Tbilisi, 27 March 2003 and 4 November 2003***

I

27 March 2003

Excellency,

I would like to refer to the activities of the United Nations Observer Mission in Georgia (UNOMIG) as set out in *inter alia*, Security Council resolution 937 (1994) of 27 July 1994 as well as subsequent resolutions.

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

** For the list of the States parties, see *Multilateral Treaties Deposited with the Secretary-General* (United Nations publication, Sales No. E.06.V.2, ST/LEG/SER.E/24), vol. I, chap. III.

*** Entered into force on 26 July 2005, in accordance with the provisions of the letters.

In order to ensure the effective discharge of its mandated activities, UNOMIG needs the continued cooperation of the Government of Georgia (“the Government”) which includes facilitating the frequency of movement of UNOMIG and its members, logistical supplies and equipment in and out of Georgia. To that end, I would request that UNOMIG be made exempt from all air navigation charges and other related charges such as landing and packing fees as well as pilotage and overflight charges that relate to UNOMIG’s aircraft operations in Georgia.

I would point out that the attached Status of Mission Agreement (SOMA)* concluded with the Government provides *inter alia*, that UNOMIG, its members, property, funds and assets will enjoy the status, privileges and immunities provided for under the Convention of the Privileges and Immunities of the United Nations (“the Convention”), section 7 (a) of the Convention provides as follows:

“The United Nations, its assets, income and other property shall be exempt from all direct taxes; it is understood however, that the United Nations will not claim exemption from taxes which are, in fact, no more than charges for public utility services.”

Furthermore, the SOMA also provides that “The privileges and immunities necessary for the fulfillment of the functions of UNOMIG also included the exemption from all direct taxes, import and export duties, registration fees and charges.”

As such I trust that UNOMIG will be able to use roads, bridges, canals and other waters, port facilities and airfields without payment of taxes, dues, tolls, or charges. However, UNOMIG will not claim exemption from any other charges, which are in fact charges for specific services rendered, from which UNOMIG is not exempt under the convention and the SOMA.

If you agree, I would propose that this letter and your written reply thereto constitute an agreement between the United Nations and the Government with immediate effect, which shall remain in force until otherwise decided by the Parties. This Agreement will constitute a supplemental arrangement in further implementation of the provisions of the attached SOMA concluded with your Government.

Finally, I would like to take this opportunity of thanking the Government of Georgia for the support provided to UNOMIG in facilitating its tasks.

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

[Signed] HEIDI TAGLIAVINI
Special Representative of the Secretary-General
United Nations Observer Mission in Georgia

H.E. Mr. Irakli Menagarishvili
Minister of Foreign Affairs of Georgia
Tbilisi

* The Agreement is not published herein. For the text of the Agreement, see United Nations, *Treaty Series*, vol. 1849, p. 357.

II

Excellency,

In reply to your letter dated March 27, 2003, taking into account the important role of the UNOMIG in process of peaceful settlement of conflict in Abkhazia and in order to facilitate effective functioning of the UNOMIG, I have the honor to inform you that the Georgian side agrees in addition to the Agreement concerning the United Nations Observer Mission Status in Georgia, signed on October 15, 1994, to conclude an agreement on the conditions of UNOMIG functioning in accordance with the conditions envisaged in your letter.

According to that, your letter and present response to it will be considered as an agreement between the Government of Georgia and the United Nations Organization, which enters into force on the date when Georgian side notifies about the fulfillment of its internal procedures and effects until the parties will not agree on other terms.

Sincerely,

[Signed] IRAKLI MENAGARISHVILI

Heidi Tagliavini
Special Representative of the Secretary-General
United Nations Observer Mission in Georgia

**(b) Exchange of letters constituting an agreement between the United Nations and the Government of Uzbekistan regarding the hosting of the United Nations Expert Group Meeting on the draft Central Asian Nuclear-Weapon-Free Zone Treaty, to be held in Tashkent from 7 to 9 February 2005.
New York, 10 and 11 January 2005***

I

10 January 2005

Excellency,

1. I have the honour to refer to your letter of 14 October 2004 confirming the acceptance of the Government of Uzbekistan (hereinafter referred to as “the Government”) to host the United Nations Expert Group Meeting on the draft Central Asian Nuclear-Weapon-Free Zone Treaty (hereinafter referred to as “the Meeting”) to be held in Tashkent, the Republic of Uzbekistan from 7 to 9 February 2005.

2. The United Nations, represented by the Department for Disarmament Affairs through its Regional Centre for Peace and Disarmament in Asia and the Pacific (hereinafter referred to as “the United Nations”), will organize the meeting in cooperation with the Government.

3. The United Nations would like to take this opportunity to tender its gratitude to the Government for its offer to host the Meeting.

* Entered into force on 11 January 2005, in accordance with the provisions of the letters.

4. Some 12 experts from the five Central Asian States have been invited by the United Nations to participate in the Meeting. Up to eight staff members of the United Nations, including four interpreters, will also attend.

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

a) The United Nations shall be responsible for costs and services related to the following:

- (i) Travel of participants: Round-trip travel to Tashkent for participants and officials of the United Nations;
- (ii) Accommodation and meals;
- (iii) Conference facility, meeting room and office space as required;
- (iv) Interpretation services and facilities;
- (v) Documents to be distributed at the Meeting;
- (vi) Nameplates and badges of the participants;
- (vii) Rent of office equipment including computers, a printer and photocopier; and
- (viii) Communications.

b) The Government shall be responsible for costs and services related to the following:

- (i) Administrative support personnel including secretarial assistance;
- (ii) Local transportation between the airport and hotel, as well as, transportation to and from the premises of the Meeting as necessary;
- (iii) Office supplies and stationery;
- (iv) Banners and information signs of the meeting; and
- (v) One reception

6. a) The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946 (hereinafter referred to as “the Convention”), to which the Government is not a party, shall nevertheless be applicable in respect of the Meeting. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention.

b) Without prejudice to the provisions of the Convention, 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 the functions in connection with the Meeting.

c) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Meeting. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention.

7. All participants and persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from the Republic of Uzbekistan. Visas and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Meeting, visas shall be granted not later than two weeks before the opening of the 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 Meeting are delivered at the airport of arrival for those who are 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 Meeting.

8. 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 person or damage to or loss of property in the conference or office premises provided for the Meeting by the Government;
- b) Injury to persons or damage to or loss of property caused by or incurred in using the transportation provided or arranged by the Government;
- c) The employment for the Meeting of personnel, if 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.

9. 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 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.

10. 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 or of any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the Chairperson, 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 Chairperson, then such an 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 the Republic of Uzbekistan regarding the provision of host

facilities by your Government for the Meeting. This Agreement shall enter into force from 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 the completion of its work and for the resolution of any matters arising out of the Agreement.

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

[Signed] NOBUYASU ABE
Under Secretary-General
for Disarmament Affairs

H.E. Mr. Alisher Vohidov
Permanent Representative of the
Republic of Uzbekistan to the United Nations
New York

II

11 January 2005

Excellency,

I have the honour to refer to your letter dated January 10, 2005 relating to the arrangements for the hosting of a United Nations-sponsored Expert Group Meeting on the draft Central Asian Nuclear-Weapon-Free Zone Treaty (hereinafter “the Meeting”) to be held in Tashkent, the Republic of Uzbekistan on February 7–9, 2005.

In reply, I have the honour to confirm that the terms of your proposal are acceptable to the Government of the Republic of Uzbekistan.

Consequently, your letter and this reply shall constitute an Agreement between the United Nations and the Government of the Republic of Uzbekistan, which shall enter into force on today’s date and shall remain in force for the duration of the Meeting 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] ALISHER VOHIDOV
Permanent Representative
of the Republic of Uzbekistan
to the United Nations

H.E. Mr. Nobuyasu Abe
Under-Secretary-General
for Disarmament Affairs
New York

(c) Agreement between Burundi and the United Nations concerning the Status of the United Nations Operation in Burundi. Bujumbura, 17 June 2005*

PREAMBLE

The Government of the Republic of Burundi and the United Nations;

Considering Security Council resolution 1545 (2004) of 21 May 2004 on the situation in Burundi;

Recalling that in the resolution the Security Council reaffirmed its full support for the process of the Arusha Peace and Reconciliation Agreement for Burundi, signed at Arusha on 28 August 2000, called on all the Burundian parties to fully honour their commitments, and assured them of its determination to support their efforts to that end;

Recalling that in the resolution the Security Council took note with satisfaction of the ceasefire agreements signed on 7 October 2002 by the transitional Government with Mr. Jean-Bosco Ndayikengururkiye's Forces pour la défense de la démocratie (CNDD-FDD) and Mr. Alain Mugabarabona's Forces nationales de libération (Palipehutu-FNL) as well as the comprehensive ceasefire agreement signed on 16 November 2003 in Dar-es-Salaam between the transitional Government and Mr. Pierre Nkurunziza's CNDD-FDD;

Recalling that the Security Council decided in the resolution to authorize the deployment of a peacekeeping operation in Burundi entitled United Nations Operation in Burundi ("ONUB"), pursuant to the mandate specified in the above-mentioned resolution, in order to support and help to implement the efforts undertaken by Burundians to restore lasting peace and bring about national reconciliation, as provided under the Arusha Agreement;

Reaffirming that the role of the United Nations Operation in Burundi is neutral and impartial;

Have agreed as follows:

I. DEFINITIONS

1. For the purposes of this Agreement the following definitions shall apply:
 - (a) "ONUB" means the United Nations Operation in Burundi established in accordance with Security Council resolution 1545 (2004) of 21 May 2004 and consisting 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 ONUB to whom he or she delegates a special function or authority;
 - (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 ONUB; and
 - (iii) A "military component" consisting of military and civilian personnel made available to ONUB by participating States at the request of the Secretary-General;

* Entered into force on 17 June 2005 by signature, in accordance with paragraph 63. Translated from French by the Secretariat of the United Nations.

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

(c) “The Government” means the Government of the Republic of Burundi;

(d) “The territory” means the territory of the Republic of Burundi;

(e) A “participating State” means a State providing civilian and military personnel, services, equipment, provisions, supplies, material and other goods to ONUB;

(f) The “Convention” means the Convention on Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 to which Burundi is a Party;

(g) “Contractors” means persons, other than members of ONUB, 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 ONUB activities. Such contractors shall not be considered third party beneficiaries to this Agreement;

(h) “Vehicles” means civilian and military vehicles in use by ONUB and operated by members of ONUB, participating States and contractors in support of ONUB activities;

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

(j) “Aircraft” means civilian and military aircraft in use by ONUB and operated by members of ONUB, participating States and contractors in support of ONUB 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 ONUB or any member thereof or to contractors apply throughout Burundi.

III. APPLICATION OF THE CONVENTION

3. ONUB, 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 Burundi is a Party.

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

IV. STATUS OF ONUB

5. ONUB 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. ONUB 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 ONUB and its international status:

(a) The United Nations shall ensure that ONUB shall conduct its operation in Burundi 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 ONUB 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.

ONUB 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 status of ONUB.

Section A. United Nations flag, markings and identification

8. The Government recognizes the right of ONUB to display within Burundi 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, ONUB shall give sympathetic consideration to observations or requests of the Government.

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

Section B. Communications

10. ONUB shall enjoy the facilities in respect to communications provided in article III of the Convention and shall, in coordination with the Government, use such facilities as may be required for the performance of its 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) ONUB shall have the right to install, in consultation with the Government, and operate United Nations radio stations to disseminate information relating to its mandate. ONUB shall also have the right to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within Burundi 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 telecommunications 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 cooperation with the Government.

(b) ONUB shall enjoy, within the territory of Burundi, 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 ONUB, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio will operate shall be decided upon in cooperation with the Government 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 understood that the use of the local system of telephone, facsimile and other electronic data shall be charged at the most favourable rate.

(c) ONUB may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of ONUB. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of ONUB or its members. In the event that postal arrangements applying to private mail of members of ONUB 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.

Section C. Travel and transport

12. ONUB 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 ONUB, vessels, aircraft and equipment, freedom of movement without delay throughout the territory of Burundi. 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 Burundi, be coordinated with the Government. The Government undertakes to supply ONUB, 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. ONUB vehicles, including all military vehicles, vessels and aircraft, shall not be subject to registration or licensing by the Government it being understood that they shall carry third-party insurance required by international law in that regard. Other forms of compensation for cases not covered by this insurance may be negotiated within a framework to be agreed.

14. ONUB and its members as well as contractors, together with their vehicles, including vehicles of contractors used exclusively in the performance of their services for ONUB, 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, ONUB shall endeavour, where possible, to use national companies that provide port and airport services to the extent that such companies have the requisite technical capacities. ONUB 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.

Section D. Privileges and immunities of ONUB

15. ONUB, 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 ONUB shall also apply to the property, funds and assets of participating States used in connection with ONUB, as provided for in paragraph 4 of the present Agreement. The Government recognizes the right of ONUB in particular:

(a) To import, free of duty or other restrictions, equipment, provisions, supplies and other goods which are for the exclusive and official use of ONUB 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 ONUB, 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 ONUB, and he or she 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 ONUB 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 Burundi 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 ONUB and the Government at the earliest possible date.

V. FACILITIES FOR ONUB AND ITS CONTRACTORS

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

16. The Government shall provide to ONUB free of charge, to the extent possible, 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 ONUB. Without prejudice to the fact that all such premises remain Burundi 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 ONUB to those premises shall be guaranteed.

17. The Government undertakes to assist ONUB as far as possible in obtaining water, electricity and other facilities at the most favourable rate, and in the case of interruption or threatened interruption of service, to give as far as is within its powers the same priority

to the needs of ONUB as to essential government services. It is understood that payment shall be made by ONUB on terms to be agreed with the competent authority. ONUB shall be responsible for the maintenance and upkeep of facilities so provided.

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

19. The Special Representative or the Force Commander or their staff alone may consent to the entry of any government officials or of any other person who are not members of ONUB to such premises.

Provisions, supplies and services, and sanitary arrangements

20. The Government agrees to grant all necessary authorizations, permits and licences required for the import and export of equipment, provisions, supplies, materials and other goods exclusively used in support of ONUB, even in the case 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 ONUB 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 ONUB or by contractors for the official and exclusive use of ONUB, 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 ONUB and contractors from general sales taxes in respect of all local purchases for official use. In making purchases on the local market, ONUB 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 Burundian nationals, in support of ONUB, the Government agrees to provide contractors with facilities concerning their entry into and departure from Burundi 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, licences or permits. Contractors, other than Burundian nationals, shall be accorded exemption from taxes in Burundi on the services provided to ONUB, including corporate, income, social security and other similar taxes arising directly from the provisions of such services.

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

Recruitment of local personnel

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

Currency

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

VI. STATUS OF THE MEMBERS OF ONUB

Privileges and immunities

26. The Special Representative, the Commander of the military component of ONUB, 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 ONUB, 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 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 ONUB 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 ONUB 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 ONUB shall be exempt from taxation on the salary and emoluments received from the United Nations or from a participating State and on any income received from outside Burundi. 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 ONUB shall have the right to import and export free of duty their personal effects in connection with their arrival in and departure from Burundi. They shall be subject to the laws and regulations of Burundi governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Burundi with ONUB. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of ONUB, including the military component, upon prior written notification. On departure from Burundi, members of ONUB 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 ONUB.

33. The Special Representative shall cooperate with the Government and shall render all assistance within his or her power in ensuring the observance of the customs and fiscal laws and regulations of Burundi by the members of ONUB, in accordance with the present Agreement.

Entry, residence and departure

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

35. The Government of Burundi undertakes to facilitate the entry into and departure from Burundi of the Special Representative and members of ONUB and shall be kept informed of such movement. For that purpose, the Special Representative and members of ONUB 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 Burundi. They shall also be exempt from any regulations governing the residence of aliens in Burundi, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in Burundi.

36. For the purpose of such entry or departure, members of ONUB 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 ONUB before or as soon as possible after such member's first entry into Burundi, 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 ONUB.

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

Uniforms and arms

39. Military members, military observers and civilian police officers of ONUB shall wear, while performing official duties, the 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 ONUB may be authorized by the Special Representative at other times. Military members, military observers and civilian police officers of ONUB and United Nations Security Officers designated by the Special Representative may possess and carry arms while on official duty in accordance with their orders.

Permits and licences

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

41. The Government agrees to accept as valid, and where necessary to validate, free of charge and without any restrictions, licences and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels, including those operated by contractors exclusively for ONUB. Without prejudice to the foregoing, the Government further agrees to grant expeditiously, free of charge and without any restrictions, necessary authorizations, licences 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 licence issued by the Special Representative to a member of ONUB for the carrying or use of firearms or ammunition in connection with the functioning of ONUB.

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 ONUB, as well as locally recruited personnel. To this end personnel designated by the Special Representative shall police the premises of ONUB and such areas where its members are deployed. Elsewhere, such personnel shall be employed only subject to arrangements with the Government and in liaison with it insofar as such employment is necessary to maintain discipline and order among members of ONUB.

44. The military police of ONUB shall have the power of arrest over the military members of ONUB. 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 who commits an offence on the premises of ONUB. 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 ONUB:

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

(b) When such a member of ONUB 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 ONUB, where after the provisions of paragraph 51 shall apply *mutatis mutandis*.

46. When a person is taken into custody under paragraph 44 or paragraph 45 (b), ONUB or the Government as the case may be, may conduct a preliminary interrogation but may not delay the transfer of custody to the competent authority of ONUB or of the

Government, as the case may be. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

47. ONUB 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. In the event of a traffic accident involving a member of ONUB, the Special Police for roads and the competent services of ONUB shall collaborate to establish the facts and draw up the requisite reports. Each authority 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 ONUB, its property, assets and members. In particular:

(i) The Government shall take all appropriate measures to ensure the safety and security of members of ONUB. It shall take all appropriate steps to protect members of ONUB, 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 ONUB are inviolable and subject to the exclusive control and authority of the United Nations.

(ii) If members of ONUB 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 ONUB;
- (b) A violent attack upon the official premises, the private accommodation or the means of transportation of any member of ONUB 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 ONUB, 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 ONUB 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 ONUB, its property and members during the exercise of their functions.

Jurisdiction

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

51. Should the Government consider that any member of ONUB has committed a criminal offence, it shall promptly inform the Special Representative and present to him or her 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 ONUB 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 Burundi.

52. If any civil proceeding is instituted against a member of ONUB before any court of Burundi, the Special Representative shall be notified immediately, and he or she 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 ONUB is unable because of official duties or authorized absence to protect his or her interests in the proceeding, the court shall at the defendant's request suspend the proceed-

ing until the elimination of the disability, but for no more than ninety days. Property of a member of ONUB that is certified by the Special Representative to be needed by the defendant for the fulfilment of his or her official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of ONUB 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 ONUB who dies in Burundi, as well as that member's personal property located within Burundi, 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 ONUB 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 or she had discovered the loss or injury, but in any event not later than one year after the termination of the mandate of ONUB. 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 ONUB, to which ONUB or any member thereof is a party and over which the courts of Burundi do not have jurisdiction because of any provision of the present Agreement shall be settled by a standing claims commission 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 ONUB, the Special Representative or the Secretary-General of the United Nations shall use his or her 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 ONUB 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 Burundi 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 AND AMENDMENTS

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

60. This Agreement may be amended by written agreement between the Government of the Republic of Burundi and the United Nations.

X. LIAISON

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

XI. MISCELLANEOUS PROVISIONS

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

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

64. The present Agreement shall remain in force until the departure of the final element of ONUB from Burundi, except that:

- (a) The provisions of paragraphs 50, 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 Bujumbura on 17 June 2005.

For the United Nations:

[Signed] CAROLYN McASKIE

Special Representative of the Secretary-General for Burundi

For the Government of the Republic of Burundi

[Signed] H.E. THÉRENCE SINUNGURUZA

Minister for Foreign Affairs and Cooperation

ARRANGEMENT ON THE PREVENTION AND TREATMENT OF CRIMINAL OFFENCES SUPPLEMENTARY TO THE AGREEMENT BETWEEN THE UNITED NATIONS AND BURUNDI CONCERNING THE STATUS OF THE UNITED NATIONS OPERATION IN BURUNDI. BUJUMBURA, 17 JUNE 2005*

The Special Representative of the Secretary-General of the United Nations in Burundi and the Minister for Foreign Affairs and Cooperation of the Republic of Burundi;

Recalling the Agreement between the United Nations and Burundi concerning the status of the United Nations Operation in Burundi, signed at Bujumbura on 17 June 2005 (“the Agreement”);

Recalling paragraph 59 of that Agreement, which provides that the Special Representative and the Government of Burundi may conclude supplemental arrangements to that Agreement;

Recalling paragraph 5 of the Agreement which provides, *inter alia*, that ONUB and its members shall respect all the laws and regulations of the Republic of Burundi and that the Special Representative shall take all appropriate measures to ensure the observance of those obligations;

Recalling paragraph 43 of the Agreement which provides, *inter alia*, that the Special Representative shall take all appropriate measures to ensure the maintenance of discipline and good order among members of ONUB;

Recalling also paragraph 51 (b) of the Agreement according to which military members of the military component of ONUB 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 Burundi;

Recognizing the advisability of making supplemental arrangements for the treatment of such criminal offences as may be committed by members of ONUB;

Having agreed to enter into a supplemental arrangement to that end as provided for by paragraph 59 of the Agreement;

Have agreed as follows:

1. The Special Representative undertakes to enforce such preventive measures as may be necessary to deal with misconduct by members of ONUB.
2. The Special Representative undertakes on behalf of ONUB to take all appropriate measures to ensure that participating countries shall promptly notify such crimes as may be committed by members of their contingent serving with ONUB to their relevant national authorities for proper legal action under their domestic laws. The Special Repre-

* Entered into force on 17 June 2005 by signature, in accordance with paragraph 4. Translated from French by the Secretariat of the United Nations.

sentative also undertakes to inform the Government of the action taken by those countries in that regard and the outcomes of the proceedings.

3. This supplemental arrangement is without prejudice to and without exception to the provisions of the Agreement, of which it is a part, especially the provisions dealing with the privileges and immunities of members of ONUB and the procedures to be followed whenever the Government charges any member of ONUB with a criminal offence.

4. This supplemental arrangement shall enter into force on the date of its signature and shall remain in force for as long as the Agreement remains in force.

Done at Bujumbura on 17 June 2005.

For the United Nations:

[Signed] CAROLYN McASKIE

Special Representative of the Secretary-General for Burundi

For the Government of the Republic of Burundi

[Signed] H.E. THÉRENCE SINUNGURUZA

Minister for Foreign Affairs and Cooperation

ARRANGEMENT ON AIR NAVIGATION SUPPLEMENTARY TO THE AGREEMENT BETWEEN THE UNITED NATIONS AND BURUNDI CONCERNING THE STATUS OF THE UNITED NATIONS OPERATION IN BURUNDI. BUJUMBURA, 17 JUNE 2005*

The Special Representative of the Secretary-General of the United Nations in Burundi and the Minister for Foreign Affairs and Cooperation of the Republic of Burundi;

Recalling the Agreement between the United Nations and Burundi concerning the status of the United Nations Operation in Burundi, signed at Bujumbura on 17 June 2005 (“the Agreement”);

Recalling paragraph 59 of that Agreement which provides that the Special Representative and the Government of Burundi may conclude supplemental arrangements to that Agreement;

Recalling the provisions of paragraph 12 of the Agreement that the United Nations Operation in Burundi (“ONUB”) 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 ONUB, vessels, aircraft and equipment, freedom of movement without delay throughout the territory of Burundi;

Recalling that paragraph 12 also provides that, with respect to large movements of personnel, stores, vehicles or aircraft through airports or on railways or roads used for general traffic within the territory of Burundi, that freedom shall be coordinated with the Government;

Recognizing that it is advisable, without prejudice to paragraph 12 of the Agreement, that ONUB should give prior notice to the relevant authorities of Burundi of ONUB flights in order to ensure secure and unhindered use of the airspace of the Republic of Burundi;

* Entered into force on 17 June 2005 by signature, in accordance with paragraph 4. Translated from French by the Secretariat of the United Nations.

Having agreed to enter into a supplemental arrangement in that regard as provided for by paragraph 59 of the Agreement;

Have agreed as follows:

1. ONUB undertakes where possible to submit to the competent Burundian authorities requests for overflight and landing at least an hour prior to the scheduled flight and shall provide the following information:

- (a) Type of aircraft;
- (b) Aircraft registration;
- (c) Flight number;
- (d) Name of the operator;
- (e) Route;
- (f) Date and estimated time of arrival;
- (g) Cargo (freight or passengers);
- (h) Pilot's name.

2. In case of an emergency, the above-mentioned advance notice is not mandatory.

3. This supplemental arrangement is without prejudice to and without exception to the provisions of the Agreement, of which it is a part.

4. This supplemental arrangement shall enter into force on the date of its signature and shall remain in force for as long as the Agreement remains in force.

Done at Bujumbura on 17 June 2005.

For the United Nations:

[Signed] CAROLYN McASKIE

Special Representative of the Secretary-General for Burundi

For the Government of the Republic of Burundi:

[Signed] H.E. THÉRENCE SINUNGURUZA

Minister for Foreign Affairs and Cooperation

**(d) Exchange of letters constituting an agreement between the United Nations and the Government of Uruguay regarding the hosting of three events under the project "Weapons Destruction and Stockpile Management", to be held in Uruguay from 12 to 16 September 2005.
New York, 6 July and 29 August 2005***

I

6 July 2005

Excellency,

The United Nations, represented by the Department for Disarmament Affairs (DDA) (hereinafter referred to as "the United Nations"), acting through the United Nations Regional Centre for Peace, Disarmament and Development in Latin America and the

* Entered into force on 29 August 2005, in accordance with the provisions of the letters.

Caribbean (hereinafter referred to as “UN-LiREC”) is organizing three events in Uruguay from 12 to 16 September 2005.

Under its Project entitled “Weapons Destruction and Stockpile Management”, UN-LiREC will provide the Government technical assistance and assume the coordinating role in the implementation of the following three events (hereinafter referred to as “the Events”).

A. Destruction of Firearms (hereinafter referred to as “the Destruction”) to be undertaken at the “GERDAU LAYSA” located in Montevideo, from 12 to 15 September 2005;

B. Organization of a national seminar entitled “Public Security and Firearms Legislation Seminar: Uruguay” (hereinafter referred to as “the Seminar”) to be held on the premises of the Ibis Hotel, located in Montevideo, on 16 September 2005; and

C. Coordination of a public event to celebrate the destruction of firearms in Montevideo (hereinafter referred to as “the Public Event”) to be held in Montevideo, on 15 September 2005.

The United Nations will implement the Events in accordance with the Programme of Action as adopted at the United Nations Conference on the Illicit Trade in Small Arms and Light Weapons in all its Aspects in July 2001.

The following participants, invited by UN-LiREC, will attend:

(a) Destruction:

- (i) Technical advisory team from: Inter-American Drug Abuse Control Commission of the Organization of American States (CICAD/OAS), Inter-American Convention Against the Illicit Manufacturing of and Trafficking in Firearms, Ammunition, Explosives and other Related Material (CIFTA), Royal Canadian Mounted Police (RCMP), the Small Arms and Demobilization Unit of the United Nations Development Programme (UNDP/SADU), and host country participants; and
- (ii) Officials of DDA, i.e., the UN-LiREC Director, one Programme Coordinator and three advisors.

The total number of participants invited for the Destruction will be approximately 38.

(b) Seminar:

- (i) Representatives of the following institutions who are partners in the Project: Inter-American Drug Abuse Control Commission of the Organization of American States (CICAD/OAS), Inter-American Convention Against the Illicit Manufacturing of and Trafficking in Firearms, Ammunition, Explosives and other Related Material (CIFTA), and the United Nations Development Programme (UNDP) in Uruguay;
- (ii) Participants from Ministry of Defence, Ministry of Foreign Affairs, Ministry of Interior, Registro Nacional d Armas (RENAR), National Police, Customs representatives, Public Ministry, Judicial Power, Army representatives, NGO representatives, Legislative Power; and
- (iii) Officials of DDA, i.e., the UN-LiREC Director, one Programme Coordinator and three advisors.

The total number of participants in the Seminar will be approximately 50.

(c) Public Event:

- (i) United Nations agencies in Montevideo and host country participants; and
- (ii) Officials of DDA, i.e., the UN-LiREC Director, one Programme Coordinator and three advisors.

The above 20 participants will be providing a demonstration opened to the public in a square, to be witnessed by approximately 780 persons.

With the present letter, I wish to propose that the following terms shall apply to the Events:

1. The United Nations shall be responsible for the costs and services listed in annex I.*

2. The Government shall be responsible for the costs and services listed in annex II.*

3. The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 (hereinafter referred to as "the Convention"), to which the Government is a party, shall be applicable in respect of the Events. In particular, the participants invited by the United Nations acting through UN-LiREC 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 Events shall enjoy the privileges and immunities provided under articles V and VII of the Convention.

4. Without prejudice to the provisions of the Convention, all participants and persons, performing functions in connection with the Events shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Events.

5. 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 Events.

6. All participants and United Nations officials performing functions in connection with the Events shall have the right of unimpeded entry into and exit from Uruguay. Visas and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Events, visas shall be granted not later than two weeks before the opening of the Events. 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 Events are delivered at the airport of arrival to those who are 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 Events.

* The annex is not published herein.

7. The Government shall furnish such police protection as may be required to ensure the safety of the participants and United Nations personnel and the effective functioning of the Events 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.

8. 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 at the destruction sites, or in the conference or office premises of the Seminar, or in the Public Event site which are provided for the Events;

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

c) The employment for the Events of personnel provided or arranged by the Government;

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

9. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention or 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 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 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-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.

10. I further propose that upon receipt of your Government's confirmation in writing of the above, this exchange of letters, together with its annexes I and II which form an integral part thereof, shall constitute an Agreement between the United Nations and the Government of Uruguay regarding the hosting of the Events, which shall enter into force on the date of your reply and shall remain in force for the duration of the Events 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.

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

[Signed] NOBUYASU ABE
Under-Secretary-General
for Disarmament Affairs

His Excellency
Mr. Felipe Paolillo
Permanent Representative of Uruguay
to the United Nations
New York

II

New York, 29 August 2005

Mr. Under-Secretary-General,

I wish to acknowledge receipt of your letter dated July 6th 2005, in which you inform on the organization of three events in Uruguay from September 12 to 16th, 2005, acting through the United Nations Regional Center for Peace, Disarmament and Development in Latin America and the Caribbean – UN-LiREC – for which you propose the terms to apply to the events.

To this respect, I wish to confirm with this letter that the Government of Uruguay agrees to the terms detailed in the above mentioned letter, together with its annexes I and II which form an integral part of this communication, constituting an Agreement between the United Nations and the Government of Uruguay regarding the hosting of the Events, entering into force on the date of this reply and remaining in force for the duration of the Events 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.

I avail myself of this opportunity to renew to you the assurances of my highest consideration.

[Signed] AMBASSADOR ALEJANDRO ARTUCIO
Permanent Representative of Uruguay

Mr. Nobuyasu Abe
Under-Secretary-General for Disarmament
United Nations
New York

**(e) Agreement between the United Nations and Sierra Leone on the Status of
the United Nations Integrated Office in Sierra Leone.
Freetown, 22 December 2005***

Whereas the Security Council, in its resolution 1620 (2005) of 31 August 2005, requested the Secretary-General to establish the United Nations Integrated Office in Sierra Leone (UNIOSIL), effective 1 January 2006, in order to continue to assist the Government of Sierra Leone to consolidate peace following the withdrawal of the United Nations Mission in Sierra Leone (UNAMSIL);

* Entered into force on 1 November 2005, in accordance with paragraph 4.

Whereas the Security Council, in its resolution 1626 (2005) of 19 September 2005 authorized the United Nations Mission in Liberia (UNMIL), subject to the consent of the Government of Sierra Leone, to deploy from November 2005 up to 250 United Nations military personnel to Sierra Leone in order to provide security for the Special Court for Sierra Leone (the “Military Guard Force”);

Whereas the Security Council, in that same resolution, also authorized UNMIL, subject to the consent of the Government of Sierra Leone, to deploy an adequate number of military personnel to Sierra Leone, if and when needed, to evacuate the Military Guard Force and Officials of the Special Court for Sierra Leone in the event of a serious security crisis affecting the Force and the Court (the “Rapid Reaction Force”);

Whereas the Government of Sierra Leone hereby gives its consent to the deployment to Sierra Leone of the Military Guard Force and, if and when needed, of the Rapid Reaction Force;

Whereas on 4 August 2000 the United Nations and the Government of Sierra Leone signed the Agreement between the United Nations and Sierra Leone Concerning the Status of the United Nations Mission in Sierra Leone (the “SOFA”);^{*}

Wishing to make the provisions of the SOFA applicable *mutatis mutandis* in respect of UNIOSIL;

Wishing to make the provisions of the SOMA applicable *mutatis mutandis* in respect of the Military Guard Force and, if and when deployed to Sierra Leone, the Rapid Reaction Force;

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

1. The provisions of the SOFA shall apply *mutatis mutandis* in respect of UNIOSIL.
2. The provisions of the SOFA shall apply *mutatis mutandis* in respect of the Military Guard Force and, if and when deployed to Sierra Leone, the Rapid Reaction Force.
3. The provisions of the Convention on the Safety of United Nations and Associated Personnel shall apply to and in respect of UNIOSIL, its property, assets, members and associated personnel. They shall also apply to and in respect of the members of the Military Guard Force and, if and when deployed to Sierra Leone, the Rapid Reaction Force.
4. The present Agreement shall enter into force on 1 November 2005.

In witness whereof, the undersigned, being the duly authorized representative of the United Nations and the duly authorized plenipotentiary of the Government of Sierra Leone, have, on behalf of the Parties, affixed their signatures to the present Agreement.

Done at Freetown, Sierra Leone, this 22nd day of December 2005.

For the United Nations:

[Signed] VICTOR DA SILVA ANGELO

Executive Representative of the Secretary-General for Sierra Leone

For the Government of Sierra Leone:

[Signed] AL-HAJI MOMODU KOROMA

Minister of Foreign Affairs and International Cooperation

^{*} United Nations, *Treaty Series*, vol. 2118, p. 189.

(f) Agreement between the United Nations and the Government of Sudan concerning the Status of the United Nations Mission in Sudan. Khartoum, 28 December 2005.*

The United Nations and the Government of Sudan;

Considering resolution 1590 (2005) of the Security Council dated 24 March 2005;

Recalling that in that resolution the Security Council welcomed the signing of the Comprehensive Peace Agreement between the Government of Sudan and the Sudan People's Liberation Movement/Army in Nairobi, Kenya on 9 January 2005;

Recalling that in that resolution the Security Council authorized the deployment of the United Nations Mission in Sudan (UNMIS) with the mandate specified in that resolution;

Further recalling that in that resolution the Security Council requested that the Secretary-General and the Government of Sudan, following appropriate consultation with the Sudan People's Liberation Movement, conclude a status-of-forces agreement.

Therefore agree as follows:

I. DEFINITIONS

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

(a) "UNMIS" means the United Nations Mission in Sudan, established in accordance with Security Council resolution 1590 (2005) of 24 March 2005, which tasks UNMIS, *inter alia*, with supporting the implementation of the Comprehensive Peace Agreement between the Government of Sudan and the Sudan People's Liberation Movement/Army of 9 January 2005. UNMIS 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 UNMIS to whom he or she delegates a specified function or authority;
- (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 UNMIS;
- (iii) A "military component" consisting of military and civilian personnel made available to UNMIS by participating States at the request of the Secretary-General;

(b) A "member of UNMIS" means the Special Representative of the Secretary-General and any member of the civilian or military components;

(c) "The Government" means the Government of Sudan, the Government of National Unity of Sudan and any successor Government of Sudan;

(d) "The territory" means the territory of Sudan;

* Entered into force on 28 December 2005 by signature, in accordance with paragraph 62 of the Agreement.

(e) A “participating State” means a State providing personnel, services, equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, to any of the above-mentioned components of UNMIS;

(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, to which Sudan is a Party;

(g) “Contractors” means persons, other than members of UNMIS, engaged by the United Nations, including juridical as well as natural persons and their employees and sub-contractors, to perform services for UNMIS and/or to supply equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, in support of UNMIS 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 UNMIS, participating States or contractors in support of UNMIS activities;

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

(1) [*Sic*] “Aircraft” means civilian and military aircraft in use by the United Nations and operated by members of UNMIS, participating States or contractors in support of UNMIS 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 UNMIS or any member thereof or to contractors shall apply in Sudan only.

III. APPLICATION OF THE CONVENTION

3. UNMIS, 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.

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

IV. STATUS OF UNMIS

5. UNMIS 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. UNMIS and its members shall respect all local laws and regulations. The Special Representative shall take all appropriate measures to ensure the observance of these obligations.

6. Without prejudice to the mandate of UNMIS and its international status:

(a) The United Nations shall ensure that UNMIS shall conduct its operation in Sudan 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 UNMIS 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 August 1949 and their Additional Protocols of 8 June 1977.

UNMIS and the Government shall ensure accordingly 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 UNMIS.

United Nations flag, markings and identification

8. The Government recognizes the right of UNMIS to display within Sudan 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 such cases, UNMIS shall give sympathetic consideration to observations or requests of the Government.

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

Communications

10. UNMIS shall enjoy the facilities in respect to communications provided in article III of the Convention. 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) UNMIS shall have the right to establish, install and operate United Nations radio stations under its exclusive control to disseminate to the public in Sudan information relating to its mandate. Programmes broadcast on such stations shall be under the exclusive editorial control of UNMIS and shall not be subject to any form of censorship. UNMIS will make the broadcast signal of such stations available to the state broadcaster upon request for further dissemination through the state broadcasting system. Such United Nations radio stations shall be operated in accordance with the International Telecommunication Convention and Regulations. The frequencies on which such stations may operate shall be decided upon in cooperation with the Government. If no decision has been reached fifteen (15) working days after the matter has been raised by UNMIS with the Government, the Government shall immediately allocate suitable frequencies for use by such stations.

UNMIS shall be exempt from any taxes on and fees for the allocation of frequencies for use by such stations, as well as from any taxes on or fees for their use.

(b) UNMIS shall have the right to disseminate to the public in Sudan information relating to its mandate through official printed materials and publications, which UNMIS may produce itself or through private publishing companies in Sudan. The content of such materials and publications shall be under the exclusive editorial control of UNMIS and shall not be subject to any form of censorship. UNMIS shall be exempt from any prohibitions or restrictions regarding the production or the publication or dissemination of such official materials and publications, including any requirement that permits be obtained or issued for such purposes. This exemption shall also apply to private publishing companies in Sudan which UNMIS may use for the production, publication or dissemination of such materials or publications.

(c) UNMIS shall have the right to install and operate radio sending and receiving stations, as well as satellite systems, in order to connect appropriate points within the territory of Sudan 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. Such telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations. The frequencies on which such services may operate shall be decided upon in cooperation with the Government. If no decision has been reached fifteen (15) working days after the matter has been raised by UNMIS with the Government, the Government shall immediately allocate suitable frequencies to UNMIS for this purpose. UNMIS shall be exempt from any taxes on and fees for the allocation of frequencies for this purpose, as well as from any taxes on or fees for their use.

(d) UNMIS shall enjoy, within the territory of Sudan, 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 UNMIS, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The Government shall, within fifteen (15) working days of being so requested by the UNMIS, allocate suitable frequencies to UNMIS for this purpose. UNMIS shall be exempt from any taxes on and fees for the allocation of frequencies for this purpose, as well as from any taxes on or fees for their use. 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. Use of the local system of telephone, facsimile and other electronic data shall be charged at the most favourable rate.

(e) UNMIS may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNMIS. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of UNMIS or its members. In the event that postal arrangements applying to private mail of members of UNMIS 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. UNMIS, its members and contractors, together with their property, equipment, provisions, supplies, materials and other goods, including spare parts, as well as vehicles, vessels and aircraft, including the vehicles, vessels and aircraft of contractors used exclusively in the performance of their services for UNMIS, shall enjoy full and unrestricted freedom of movement without delay throughout Sudan by the most direct route possible, without the need for travel permits or prior authorization or notification, except in the case of movements by air, which will comply with the customary procedural requirements for flight planning and operations within the airspace of Sudan as promulgated and specifically notified to UNMIS by the Civil Aviation Authority of Sudan. This 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 Sudan, be coordinated with the Government. The Government shall, where necessary, provide UNMIS with maps and other information, including maps of and information on the location of minefields and other dangers and impediments, which may be useful in facilitating UNMIS's movements and ensuring the safety and security of its members.

13. Vehicles, vessels and aircraft shall not be subject to registration or licensing by the Government, it being understood that all vehicles shall carry third party insurance. UNMIS shall provide to the Government, from time to time, updated lists of UNMIS vehicles.

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

Privileges and immunities of UNMIS

15. UNMIS, 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 UNMIS shall also apply to the property, funds and assets of participating States used in Sudan in connection with the national contingents serving in UNMIS, as provided for in paragraph 4 of the present Agreement. The Government recognizes in particular:

(a) The right of UNMIS, as well as of contractors, to import, by the most convenient and direct route by sea, land or air, free of duty, taxes, fees and charges and free of other prohibitions and restrictions, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, which are for the exclusive and official use of UNMIS or for resale in the commissaries provided for below. For this purpose, the Government agrees expeditiously to establish, at the request of UNMIS, temporary customs clearance facilities for UNMIS at locations in Sudan convenient for UNMIS not previously designated as official ports of entry for Sudan;

(b) The right of UNMIS to establish, maintain and operate commissaries at its headquarters, camps and posts for the benefit of the members of UNMIS, 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 UNMIS and shall give sympathetic consideration to observations or requests of the Government concerning the operation of the commissaries;

(c) The right of UNMIS, as well as of contractors, to clear ex customs and excise warehouse, free of duty, taxes, fees and charges and free of other prohibitions and restrictions, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, which are for the exclusive and official use of UNMIS or for resale in the commissaries provided for above;

(d) The right of UNMIS, as well as of contractors, to re-export or otherwise dispose of such property and equipment, including spare parts and means of transport, as far as they are still usable, and all unconsumed provisions, supplies, materials, 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 Sudan 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 UNMIS and the Government at the earliest possible date.

V. FACILITIES FOR UNMIS AND ITS CONTRACTORS

Premises required for conducting the operational and administrative activities of UNMIS

16. The Government shall if possible provide without cost to UNMIS and in agreement with the Special Representative for as long as may be required such areas for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of UNMIS, including the establishment of the necessary facilities for maintaining communications in accordance with paragraph 11. Without prejudice to the fact that all such premises remain territory of Sudan, 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 UNMIS to those premises shall be guaranteed.

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

18. UNMIS 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 UNMIS to such premises.

Provisions, supplies and services, and sanitary arrangements

20. The Government agrees to grant promptly, upon presentation by UNMIS or by contractors of a bill of lading, airway bill, cargo manifest or packing list, all necessary authorizations, permits and licenses required for the import of equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, used in support of UNMIS, including in respect of import by contractors, free of any restrictions and without the payment of monetary contributions or duties, fees, charges or taxes, including value-added tax. The Government likewise agrees to grant promptly all necessary authorizations, permits and licenses required for the purchase or export of such goods, including in respect of purchase or export by contractors, free of any restrictions and without the payment of monetary contributions, duties, fees, charges or taxes.

21. The Government undertakes to assist UNMIS 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, fuel, materials and other goods and services purchased locally by UNMIS or by contractors for the official and exclusive use of UNMIS, the Government shall make appropriate administrative arrangements for the remission or return of any excise, tax or monetary contribution payable as part of the price. The Government shall exempt UNMIS and contractors from general sales taxes in respect of all local purchases for official use. In making purchases on the local market, UNMIS shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy. In accordance with the Financial Regulations and Rules of the United Nations, UNMIS shall, when purchasing goods and services, endeavour to give due consideration to local contractors.

22. For the proper performance of the services provided by contractors, other than Sudan nationals resident in Sudan, in support of UNMIS, the Government agrees to provide contractors with facilities for their entry into and departure from Sudan, without delay or hindrance, and for their residence in Sudan, as well as for their repatriation in time of crisis. For this purpose, the Government shall promptly issue to contractors, free of charge and without any restrictions and within forty-eight (48) hours of application, all necessary visas, licenses, permits and registrations. Contractors, other than Sudan nationals resident in Sudan, shall be accorded exemption from taxes and monetary contributions in Sudan on services, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, provided to UNMIS, including corporate, income, social security and other similar taxes arising directly from or related directly to the provision of such services or goods.

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

Recruitment of local personnel

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

Currency

25. The Government shall facilitate, as necessary, the free exchange of mutually acceptable currency in local currency required for the use of UNMIS, including the pay of its members, at the prevailing commercial rate of exchange.

VI. STATUS OF THE MEMBERS OF UNMIS

Privileges and immunities

26. The Special Representative, the Commander of the military component of UNMIS 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 UNMIS, 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, military liaison officers, 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 UNMIS shall have the privileges and immunities specifically provided for in the present Agreement.

30. Locally recruited personnel of UNMIS shall enjoy the immunities concerning official acts and exemption from taxation and immunity from national service obligations provided for in Sections 18 (a), (b) and (c) of the Convention.

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

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

Entry, residence and departure

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

35. The Government undertakes to facilitate the entry into and departure from Sudan, without delay or hindrance, of the Special Representative and members of UNMIS and shall be kept informed of such movement. For that purpose, the Special Representative and members of UNMIS shall be exempt from passport and visa regulations and immigration inspection and restrictions, as well as from payment of any fees or charges on entering into or departing from Sudan. They shall also be exempt from any regulations governing the residence of aliens in Sudan, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in Sudan.

36. For the purpose of such entry or departure, members of UNMIS 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 UNMIS before or as soon as possible after such member's first entry into Sudan, 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 UNMIS.

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

Uniforms and arms

39. Military members and United Nations military observers, United Nations military liaison officers and civilian police of UNMIS 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 UNMIS may be authorized by the Special Representative at other times. Military members, military observers, and civilian police of UNMIS, United Nations Security Officers and United Nations close protection officers designated by the Special Representative may possess and carry arms, ammunition and other items of military equipment, including global positioning devices, 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 UNMIS, including locally recruited personnel, of any UNMIS vehicles and for the practice of any profession or occupation in connection with the functioning of UNMIS, 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 promptly 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 UNMIS. Without prejudice to the foregoing, the Government further agrees to grant promptly, 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, permits or licenses issued by the Special Representative to members of UNMIS for the carrying or use of firearms or ammunition in connection with the functioning of UNMIS.

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 UNMIS, including locally recruited personnel. To this end, personnel designated by the Special Representative shall police the premises of UNMIS and 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 UNMIS.

44. The military police of UNMIS shall have the power of arrest over the military members of UNMIS. 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 UNMIS. 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 UNMIS:

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

(b) When such a member of UNMIS 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 UNMIS, 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), UNMIS 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. UNMIS 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 on the terms specified by the authority delivering them. Each party 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 to 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 UNMIS, its members and associated personnel and their equipment and premises. In particular:

(i) The Government shall take all appropriate measures within its capabilities to ensure the safety, security and freedom of movement of UNMIS, its members and associated personnel and their property and assets. It shall take all appropriate steps, within its capabilities, to protect members of UNMIS and its associated personnel and 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 UNMIS are inviolable and subject to the exclusive control and authority of the United Nations;

(ii) If members of UNMIS or its associated personnel are captured, detained or taken hostage 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 ensure that the following acts are established 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 UNMIS or its associated personnel;
- b) A violent attack upon the official premises, the private accommodation or the means of transportation of any member of UNMIS or its associated personnel 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 on the territory of Sudan; (b) when the alleged offender is a national of Sudan; (c) when the alleged offender, other than a member of UNMIS, is present in the territory of Sudan, 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 in the territory of Sudan (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 UNMIS or its members or associated personnel 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 UNMIS, its members and associated personnel and their equipment during the exercise of their functions.

Jurisdiction

50. All members of UNMIS, 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 or for UNMIS and after the expiration of the other provisions of the present Agreement.

51. Should the Government consider that any member of UNMIS 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. In the event that criminal proceedings are instituted in accordance with the present Agreement, the courts and authorities of Sudan shall ensure that the member of UNMIS concerned is brought to trial and tried in accordance with international standards of justice, fairness and due process of law, as set out in the International Covenant on Civil and Political Rights, to which Sudan is a Party;

(b) Military members of the military component of UNMIS 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 Sudan.

52. If any civil proceeding is instituted against a member of UNMIS before any court of Sudan, 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. In that event, the courts and authorities of Sudan shall grant the member of UNMIS concerned sufficient opportunity to safeguard his or her rights in accordance with due process of law. If the Special Representative certifies that a member of UNMIS is unable, because of his or her official duties or authorized absence, to protect his or her 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 (90) days. Property of a member of UNMIS that is certified by the Special Representative to be needed by the defendant for the fulfilment of his or her official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of UNMIS 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 or the Secretary-General of the United Nations shall have the right to take charge of and dispose of the body of a member of UNMIS who dies in Sudan, as well as that member's personal property located within Sudan, 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 UNMIS, 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 (6) months following the occurrence of the loss, damage or injury or, if the claimant did not know or could not reasonably have known of such loss or injury, within six (6) months from the time he or 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 have been 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 UNMIS, to which UNMIS or any member thereof is a party and over which the courts of Sudan 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 (30) days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the 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 (30) days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final. The awards of the commission shall be notified to the parties and, if against a member of UNMIS, the Special Representative or the Secretary-General of the United Nations shall use his or her 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 UNMIS and the Government concerning the interpretation or application of the present Agreement that are not settled by negotiation 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 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 UNMIS and to the facilities Sudan undertakes to provide to UNMIS, 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 immediately 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 UNMIS from Sudan, except that:

(a) The provisions of paragraphs 50, 53, 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.

64. Without prejudice to existing agreements regarding their legal status and operations in Sudan, the provisions of the present Agreement shall apply to offices, funds and programmes of the United Nations, their property, funds and assets and their officials and experts on mission that are deployed in Sudan and perform functions in relation to UNMIS.

65. Without prejudice to existing agreements regarding their legal status and operations in Sudan, the provisions of the present Agreement may, as appropriate, be extended to specific specialized agencies and related organizations of the United Nations, their property, funds and assets and their officials and experts on mission that are deployed in Sudan and perform functions in relation to UNMIS, provided that this is done with the written consent of the Special Representative, the specialized agency or related organization concerned and the Government.

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

Done at Khartoum on the 28th day of the month of December 2005.

For the United Nations:

[Signed] JAN PRONK

Special Representative of the Secretary-General

For the Government of Sudan:

[Signed] LAM AKOL

Minister of Foreign Affairs or Sudan

SUPPLEMENTAL ARRANGEMENTS BETWEEN THE UNITED NATIONS MISSION IN
SUDAN AND THE GOVERNMENT OF NATIONAL UNITY OF SUDAN.
KHARTOUM, 28 DECEMBER 2005*

The United Nations Mission in Sudan ("UNMIS") and the Government of National Unity of Sudan ("the Government") (the Parties),

* Entered into force on 28 December 2005 by signature, in accordance with paragraph 12 of the Agreement.

Recalling the Agreement between the United Nations and Sudan Concerning the Status of the United Nations Mission in Sudan, signed at Khartoum on ____ 2005 (the “SOFA”);

Recalling paragraph 59 of the SOFA that provides for supplemental arrangements, UNMIS and the Government hereby agree as follows:

Travel and transport

1. The Parties will develop mutually acceptable procedures for determining the authenticity of the registration of United Nations vehicles, including motor vehicles and boats. Such procedures shall not prevent or hinder UNMIS from operating its vehicles.

Privileges and immunities

2. The obligation of officials of the United Nations, including locally recruited personnel of UNMIS, who are nationals of Sudan, to fulfill national service requirements under the law of Sudan shall be deferred for the duration of their employment with the United Nations.

3. UNMIS agrees that when they employ local recruited personnel, who are nationals of Sudan, they shall notify the Government of when that employment begins and ends. The Government agrees, upon notification from UNMIS, to exempt the individual from national service requirements for the duration of the individual’s service with UNMIS.

Entry, residence and departure

4. Upon request from UNMIS, the Government shall issue, without delay and free of charge, multiple entry visas to the SRSG and officials of the United Nations assigned to the civilian component of UNMIS, United Nations Volunteers, military observers, military liaison officers, military staff officers, United Nations civilian police and contractors. These shall be issued either at a Sudanese Embassy abroad or upon arrival in Sudan and shall be issued in a document recognized for international travel, such as a national passport, a United Nations *laissez-passer* or similar document issued by a competent authority.

5. Upon request from UNMIS, the Government shall issue, without delay and free of charge, multiple entry visas to UNMIS military personnel of national contingents, upon arrival, at their place of entry in Sudan.

6. The above visa issuance procedures are without prejudice to the provisions of paragraphs 35 and 36 of the SOFA and relevant privileges and immunities of the United Nations and its officials, of UNMIS and its members and contractors.

Safety and security/freedom of movement

7. UNMIS recognizes that the capacity of the Government to ensure the safety and security of United Nations members may be affected by such notifications, or the lack thereof, as are made available to it regarding the movement of UNMIS members.

8. The parties note that paragraph 65 of the SOFA requires the written consent of all three parties referred to therein, namely: the Government; the Special Representative;

and the special agency or related organization concerned, in order for the extension of the provisions of the SOFA to such agency or organization to take effect.

Final provisions

9. Nothing contained in, or relating to, this Agreement shall be deemed a waiver, express or implied, of any immunity or of any privilege, exemption or other immunity enjoyed by the United Nations and its officials, UNMIS and its officials, experts on mission, or by persons performing services on behalf of UNMIS, whether pursuant to the Convention on Privileges and Immunities of the United Nations of 1946, the SOFA, any other convention, or otherwise.

10. This arrangement may be modified in writing by mutual agreement of the Parties.

11. This supplemental arrangement is without prejudice to the provisions of the SOFA. It is subject to that Agreement and is not to be understood to derogate from any of its terms.

12. This supplemental arrangement shall enter into force on the date of its signature and shall remain in force for as long as the SOFA remains in force.

Done at Khartoum, on 28 of December 2005.

For the United Nations:

[Signed] JAN PRONK

Special Representative of the Secretary-General for Sudan

For the Government of Sudan

[Signed] LAM AKOL

Minister of Foreign Affairs of Sudan

3. Other agreements

(a) Agreement between the United Nations and the Royal Government of Cambodia concerning the prosecution under Cambodian law of crimes committed during the period of Democratic Kampuchea.

Phnom Penh, 6 June 2003*

WHEREAS the General Assembly of the United Nations, in its resolution 57/228 of 18 December 2002, recalled that the serious violations of Cambodian and international humanitarian law during the period of Democratic Kampuchea from 1975 to 1979 continue to be matters of vitally important concern to the international community as a whole;

WHEREAS in the same resolution the General Assembly recognized the legitimate concern of the Government and the people of Cambodia in the pursuit of justice and national reconciliation, stability, peace and security;

WHEREAS the Cambodian authorities have requested assistance from the United Nations in bringing to trial senior leaders of Democratic Kampuchea and those who were most responsible for the crimes and serious violations of Cambodian penal law, interna-

* Entered into force on 29 April 2005 by notification, in accordance with article 32.

tional humanitarian law and custom, and international conventions recognized by Cambodia, that were committed during the period from 17 April 1975 to 6 January 1979;

WHEREAS prior to the negotiation of the present Agreement substantial progress had been made by the Secretary-General of the United Nations (hereinafter, “the Secretary-General”) and the Royal Government of Cambodia towards the establishment, with international assistance, of Extraordinary Chambers within the existing court structure of Cambodia for the prosecution of crimes committed during the period of Democratic Kampuchea;

WHEREAS by its resolution 57/228, the General Assembly welcomed the promulgation of the Law on the Establishment of the Extraordinary Chambers in the Courts of Cambodia for the Prosecution of Crimes Committed during the Period of Democratic Kampuchea and requested the Secretary-General to resume negotiations, without delay, to conclude an agreement with the Government, based on previous negotiations on the establishment of the Extraordinary Chambers consistent with the provisions of the said resolution, so that the Extraordinary Chambers may begin to function promptly;

WHEREAS the Secretary-General and the Royal Government of Cambodia have held negotiations on the establishment of the Extraordinary Chambers;

NOW THEREFORE the United Nations and the Royal Government of Cambodia have agreed as follows:

Article 1. Purpose

The purpose of the present Agreement is to regulate the cooperation between the United Nations and the Royal Government of Cambodia in bringing to trial senior leaders of Democratic Kampuchea and those who were most responsible for the crimes and serious violations of Cambodian penal law, international humanitarian law and custom, and international conventions recognized by Cambodia, that were committed during the period from 17 April 1975 to 6 January 1979. The Agreement provides, *inter alia*, the legal basis and the principles and modalities for such cooperation.

Article 2. The Law on the Establishment of Extraordinary Chambers

1. The present Agreement recognizes that the Extraordinary Chambers have subject matter jurisdiction consistent with that set forth in “the Law on the Establishment of the Extraordinary Chambers in the Courts of Cambodia for the Prosecution of Crimes Committed During the Period of Democratic Kampuchea” (hereinafter: “the Law on the Establishment of the Extraordinary Chambers”), as adopted and amended by the Cambodian Legislature under the Constitution of Cambodia. The present Agreement further recognizes that the Extraordinary Chambers have personal jurisdiction over senior leaders of Democratic Kampuchea and those who were most responsible for the crimes referred to in article 1 of the Agreement.

2. The present Agreement shall be implemented in Cambodia through the Law on the Establishment of the Extraordinary Chambers as adopted and amended. The Vienna Convention on the Law of Treaties, and in particular its articles 26 and 27, applies to the Agreement.

3. In case amendments to the Law on the Establishment of the Extraordinary Chambers are deemed necessary, such amendments shall always be preceded by consultations between the parties.

Article 3. Judges

1. Cambodian judges, on the one hand, and judges appointed by the Supreme Council of the Magistracy upon nomination by the Secretary-General of the United Nations (hereinafter: "international judges"), on the other hand, shall serve in each of the two Extraordinary Chambers.

2. The composition of the Chambers shall be as follows:

(a) The Trial Chamber: three Cambodian judges and two international judges;

(b) The Supreme Court Chamber, which shall serve as both appellate chamber and final instance: four Cambodian judges and three international judges.

3. The judges shall be persons of high moral character, impartiality and integrity who possess the qualifications required in their respective countries for appointment to judicial offices. They shall be independent in the performance of their functions and shall not accept or seek instructions from any Government or any other source.

4. In the overall composition of the Chambers due account should be taken of the experience of the judges in criminal law, international law, including international humanitarian law and human rights law.

5. The Secretary-General of the United Nations undertakes to forward a list of not less than seven nominees for international judges from which the Supreme Council of the Magistracy shall appoint five to serve as judges in the two Chambers. Appointment of international judges by the Supreme Council of the Magistracy shall be made only from the list submitted by the Secretary-General.

6. In the event of a vacancy of an international judge, the Supreme Council of the Magistracy shall appoint another international judge from the same list.

7. The judges shall be appointed for the duration of the proceedings.

8. In addition to the international judges sitting in the Chambers and present at every stage of the proceedings, the President of a Chamber may, on a case-by-case basis, designate from the list of nominees submitted by the Secretary-General, one or more alternate judges to be present at each stage of the proceedings, and to replace an international judge if that judge is unable to continue sitting.

Article 4. Decision-making

1. The judges shall attempt to achieve unanimity in their decisions. If this is not possible, the following shall apply:

(a) A decision by the Trial Chamber shall require the affirmative vote of at least four judges;

(b) A decision by the Supreme Court Chamber shall require the affirmative vote of at least five judges.

2. When there is no unanimity, the decision of the Chamber shall contain the views of the majority and the minority.

Article 5. Investigating judges

1. There shall be one Cambodian and one international investigating judge serving as co-investigating judges. They shall be responsible for the conduct of investigations.

2. The co-investigating judges shall be persons of high moral character, impartiality and integrity who possess the qualifications required in their respective countries for appointment to such a judicial office.

3. The co-investigating judges shall be independent in the performance of their functions and shall not accept or seek instructions from any Government or any other source. It is understood, however, that the scope of the investigation is limited to senior leaders of Democratic Kampuchea and those who were most responsible for the crimes and serious violations of Cambodian penal law, international humanitarian law and custom, and international conventions recognized by Cambodia, that were committed during the period from 17 April 1975 to 6 January 1979.

4. The co-investigating judges shall cooperate with a view to arriving at a common approach to the investigation. In case the co-investigating judges are unable to agree whether to proceed with an investigation, the investigation shall proceed unless the judges or one of them requests within thirty days that the difference shall be settled in accordance with article 7.

5. In addition to the list of nominees provided for in article 3, paragraph 5, the Secretary-General shall submit a list of two nominees from which the Supreme Council of the Magistracy shall appoint one to serve as an international co-investigating judge, and one as a reserve international co-investigating judge.

6. In case there is a vacancy or a need to fill the post of the international co-investigating judge, the person appointed to fill this post must be the reserve international co-investigating judge.

7. The co-investigating judges shall be appointed for the duration of the proceedings.

Article 6. Prosecutors

1. There shall be one Cambodian prosecutor and one international prosecutor competent to appear in both Chambers, serving as co-prosecutors. They shall be responsible for the conduct of the prosecutions.

2. The co-prosecutors shall be of high moral character, and possess a high level of professional competence and extensive experience in the conduct of investigations and prosecutions of criminal cases.

3. The co-prosecutors shall be independent in the performance of their functions and shall not accept or seek instructions from any Government or any other source. It is understood, however, that the scope of the prosecution is limited to senior leaders of Democratic Kampuchea and those who were most responsible for the crimes and serious violations of Cambodian penal law, international humanitarian law and custom, and international conventions recognized by Cambodia, that were committed during the period from 17 April 1975 to 6 January 1979.

4. The co-prosecutors shall cooperate with a view to arriving at a common approach to the prosecution. In case the prosecutors are unable to agree whether to proceed with a prosecution, the prosecution shall proceed unless the prosecutors or one of them requests within thirty days that the difference shall be settled in accordance with article 7.

5. The Secretary-General undertakes to forward a list of two nominees from which the Supreme Council of the Magistracy shall select one international co-prosecutor and one reserve international co-prosecutor.

6. In case there is a vacancy or a need to fill the post of the international co-prosecutor, the person appointed to fill this post must be the reserve international co-prosecutor.

7. The co-prosecutors shall be appointed for the duration of the proceedings.

8. Each co-prosecutor shall have one or more deputy prosecutors to assist him or her with prosecutions before the Chambers. Deputy international prosecutors shall be appointed by the international co-prosecutor from a list provided by the Secretary-General.

Article 7. Settlement of differences between the co-investigating judges or the co-prosecutors

1. In case the co-investigating judges or the co-prosecutors have made a request in accordance with article 5, paragraph 4, or article 6, paragraph 4, as the case may be, they shall submit written statements of facts and the reasons for their different positions to the Director of the Office of Administration.

2. The difference shall be settled forthwith by a Pre-Trial Chamber of five judges, three appointed by the Supreme Council of the Magistracy, with one as President, and two appointed by the Supreme Council of the Magistracy upon nomination by the Secretary-General. Article 3, paragraph 3, shall apply to the judges.

3. Upon receipt of the statements referred to in paragraph 1, the Director of the Office of Administration shall immediately convene the Pre-Trial Chamber and communicate the statements to its members.

4. A decision of the Pre-Trial Chamber, against which there is no appeal, requires the affirmative vote of at least four judges. The decision shall be communicated to the Director of the Office of Administration, who shall publish it and communicate it to the co-investigating judges or the co-prosecutors. They shall immediately proceed in accordance with the decision of the Chamber. If there is no majority, as required for a decision, the investigation or prosecution shall proceed.

Article 8. Office of Administration

1. There shall be an Office of Administration to service the Extraordinary Chambers, the Pre-Trial Chamber, the co-investigating judges and the Prosecutors' Office.

2. There shall be a Cambodian Director of this Office, who shall be appointed by the Royal Government of Cambodia. The Director shall be responsible for the overall management of the Office of Administration, except in matters that are subject to United Nations rules and procedures.

3. There shall be an international Deputy Director of the Office of Administration, who shall be appointed by the Secretary-General. The Deputy Director shall be responsible for the recruitment of all international staff and all administration of the international components of the Extraordinary Chambers, the Pre-Trial Chamber, the co-investigating judges, the Prosecutors' Office and the Office of Administration. The United Nations and the Royal Government of Cambodia agree that, when an international Deputy Director has been appointed by the Secretary-General, the assignment of that person to that position by the Royal Government of Cambodia shall take place forthwith.

4. The Director and the Deputy Director shall cooperate in order to ensure an effective and efficient functioning of the administration.

Article 9. Crimes falling within the jurisdiction of the Extraordinary Chambers

The subject-matter jurisdiction of the Extraordinary Chambers shall be the crime of genocide as defined in the 1948 Convention on the Prevention and Punishment of the Crime of Genocide, crimes against humanity as defined in the 1998 Rome Statute of the International Criminal Court and grave breaches of the 1949 Geneva Conventions and such other crimes as defined in Chapter II of the Law on the Establishment of the Extraordinary Chambers as promulgated on 10 August 2001.

Article 10. Penalties

The maximum penalty for conviction for crimes falling within the jurisdiction of the Extraordinary Chambers shall be life imprisonment.

Article 11. Amnesty

1. The Royal Government of Cambodia shall not request an amnesty or pardon for any persons who may be investigated for or convicted of crimes referred to in the present Agreement.

2. This provision is based upon a declaration by the Royal Government of Cambodia that until now, with regard to matters covered in the law, there has been only one case, dated 14 September 1996, when a pardon was granted to only one person with regard to a 1979 conviction on the charge of genocide. The United Nations and the Royal Government of Cambodia agree that the scope of this pardon is a matter to be decided by the Extraordinary Chambers.

Article 12. Procedure

1. The procedure shall be in accordance with Cambodian law. Where Cambodian law does not deal with a particular matter, or where there is uncertainty regarding the interpretation or application of a relevant rule of Cambodian law, or where there is a question regarding the consistency of such a rule with international standards, guidance may also be sought in procedural rules established at the international level.

2. The Extraordinary Chambers shall exercise their jurisdiction in accordance with international standards of justice, fairness and due process of law, as set out in articles 14 and 15 of the 1966 International Covenant on Civil and Political Rights, to which Cambodia is a party. In the interest of securing a fair and public hearing and credibility of the

procedure, it is understood that representatives of Member States of the United Nations, of the Secretary-General, of the media and of national and international non-governmental organizations will at all times have access to the proceedings before the Extraordinary Chambers. Any exclusion from such proceedings in accordance with the provisions of article 14 of the Covenant shall only be to the extent strictly necessary in the opinion of the Chamber concerned and where publicity would prejudice the interests of justice.

Article 13. Rights of the accused

1. The rights of the accused enshrined in articles 14 and 15 of the 1966 International Covenant on Civil and Political Rights shall be respected throughout the trial process. Such rights shall, in particular, include the right: to a fair and public hearing; to be presumed innocent until proved guilty; to engage a counsel of his or her choice; to have adequate time and facilities for the preparation of his or her defence; to have counsel provided if he or she does not have sufficient means to pay for it; and to examine or have examined the witnesses against him or her.

2. The United Nations and the Royal Government of Cambodia agree that the provisions on the right to defence counsel in the Law on the Establishment of Extraordinary Chambers mean that the accused has the right to engage counsel of his or her own choosing as guaranteed by the International Covenant on Civil and Political Rights.

Article 14. Premises

The Royal Government of Cambodia shall provide at its expense the premises for the co-investigating judges, the Prosecutors' Office, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration. It shall also provide for such utilities, facilities and other services necessary for their operation that may be mutually agreed upon by separate agreement between the United Nations and the Government.

Article 15. Cambodian personnel

Salaries and emoluments of Cambodian judges and other Cambodian personnel shall be defrayed by the Royal Government of Cambodia.

Article 16. International personnel

Salaries and emoluments of international judges, the international co-investigating judge, the international co-prosecutor and other personnel recruited by the United Nations shall be defrayed by the United Nations.

Article 17. Financial and other assistance of the United Nations

The United Nations shall be responsible for the following:

(a) Remuneration of the international judges, the international co-investigating judge, the international co-prosecutor, the Deputy Director of the Office of Administration and other international personnel;

(b) Costs for utilities and services as agreed separately between the United Nations and the Royal Government of Cambodia;

- (c) Remuneration of defence counsel;
- (d) Witnesses' travel from within Cambodia and from abroad;
- (e) Safety and security arrangements as agreed separately between the United Nations and the Government;
- (f) Such other limited assistance as may be necessary to ensure the smooth functioning of the investigation, the prosecution and the Extraordinary Chambers.

Article 18. Inviolability of archives and documents

The archives of the co-investigating judges, the co-prosecutors, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration, and in general all documents and materials made available, belonging to or used by them, wherever located in Cambodia and by whomsoever held, shall be inviolable for the duration of the proceedings.

Article 19. Privileges and immunities of international judges, the international co-investigating judge, the international co-prosecutor and the Deputy Director of the Office of Administration

1. The international judges, the international co-investigating judge, the international co-prosecutor and the Deputy Director of the Office of Administration, together with their families forming part of their household, shall enjoy the privileges and immunities, exemptions and facilities accorded to diplomatic agents in accordance with the 1961 Vienna Convention on Diplomatic Relations. They shall, in particular, enjoy:

- (a) Personal inviolability, including immunity from arrest or detention;
- (b) Immunity from criminal, civil and administrative jurisdiction in conformity with the Vienna Convention;
- (c) Inviolability for all papers and documents;
- (d) Exemption from immigration restrictions and alien registration;
- (e) The same immunities and facilities in respect of their personal baggage as are accorded to diplomatic agents.

2. The international judges, the international co-investigating judge, the international co-prosecutor and the Deputy Director of the Office of Administration shall enjoy exemption from taxation in Cambodia on their salaries, emoluments and allowances.

Article 20. Privileges and immunities of Cambodian and international personnel

1. Cambodian judges, the Cambodian co-investigating judge, the Cambodian co-prosecutor and other Cambodian personnel shall be accorded immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity under the present Agreement. Such immunity shall continue to be accorded after termination of employment with the co-investigating judges, the co-prosecutors, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration.

2. International personnel shall be accorded:

- (a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity under the present Agreement. Such immunity shall continue to be accorded after termination of employment with the co-investigating

judges, the co-prosecutors, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration;

(b) Immunity from taxation on salaries, allowances and emoluments paid to them by the United Nations;

(c) Immunity from immigration restrictions;

(d) The right to import free of duties and taxes, except for payment for services, their furniture and effects at the time of first taking up their official duties in Cambodia.

3. The United Nations and the Royal Government of Cambodia agree that the immunity granted by the Law on the Establishment of the Extraordinary Chambers in respect of words spoken or written and all acts performed by them in their official capacity under the present Agreement will apply also after the persons have left the service of the co-investigating judges, the co-prosecutors, the Extraordinary Chambers, the Pre-Trial Chamber and the Office of Administration.

Article 21. Counsel

1. The counsel of a suspect or an accused who has been admitted as such by the Extraordinary Chambers shall not be subjected by the Royal Government of Cambodia to any measure which may affect the free and independent exercise of his or her functions under the present Agreement.

2. In particular, the counsel shall be accorded:

(a) Immunity from personal arrest or detention and from seizure of personal baggage;

(b) Inviolability of all documents relating to the exercise of his or her functions as a counsel of a suspect or accused;

(c) Immunity from criminal or civil jurisdiction in respect of words spoken or written and acts performed by them in their official capacity as counsel. Such immunity shall continue to be accorded to them after termination of their functions as a counsel of a suspect or accused.

3. Any counsel, whether of Cambodian or non-Cambodian nationality, engaged by or assigned to a suspect or an accused shall, in the defence of his or her client, act in accordance with the present Agreement, the Cambodian Law on the Statutes of the Bar and recognized standards and ethics of the legal profession.

Article 22. Witnesses and experts

Witnesses and experts appearing on a summons or a request of the judges, the co-investigating judges, or the co-prosecutors shall not be prosecuted, detained or subjected to any other restriction on their liberty by the Cambodian authorities. They shall not be subjected by the authorities to any measure which may affect the free and independent exercise of their functions.

Article 23. Protection of victims and witnesses

The co-investigating judges, the co-prosecutors and the Extraordinary Chambers shall provide for the protection of victims and witnesses. Such protection measures shall

include, but shall not be limited to, the conduct of *in camera* proceedings and the protection of the identity of a victim or witness.

*Article 24. Security, safety and protection of persons
referred to in the present Agreement*

The Royal Government of Cambodia shall take all effective and adequate actions which may be required to ensure the security, safety and protection of persons referred to in the present Agreement. The United Nations and the Government agree that the Government is responsible for the security of all accused, irrespective of whether they appear voluntarily before the Extraordinary Chambers or whether they are under arrest.

*Article 25. Obligation to assist the co-investigating judges, the co-prosecutors and the
Extraordinary Chambers*

The Royal Government of Cambodia shall comply without undue delay with any request for assistance by the co-investigating judges, the co-prosecutors and the Extraordinary Chambers or an order issued by any of them, including, but not limited to:

- (a) Identification and location of persons;
- (b) Service of documents;
- (c) Arrest or detention of persons;
- (d) Transfer of an indictee to the Extraordinary Chambers.

Article 26. Languages

1. The official language of the Extraordinary Chambers and the Pre-Trial Chamber is Khmer.
2. The official working languages of the Extraordinary Chambers and the Pre-Trial Chamber shall be Khmer, English and French.
3. Translations of public documents and interpretation at public hearings into Russian may be provided by the Royal Government of Cambodia at its discretion and expense on condition that such services do not hinder the proceedings before the Extraordinary Chambers.

Article 27. Practical arrangements

1. With a view to achieving efficiency and cost-effectiveness in the operation of the Extraordinary Chambers, a phased-in approach shall be adopted for their establishment in accordance with the chronological order of the legal process.
2. In the first phase of the operation of the Extraordinary Chambers, the judges, the co-investigating judges and the co-prosecutors will be appointed along with investigative and prosecutorial staff, and the process of investigations and prosecutions shall be initiated.
3. The trial process of those already in custody shall proceed simultaneously with the investigation of other persons responsible for crimes falling within the jurisdiction of the Extraordinary Chambers.

4. With the completion of the investigation of persons suspected of having committed the crimes falling within the jurisdiction of the Extraordinary Chambers, arrest warrants shall be issued and submitted to the Royal Government of Cambodia to effectuate the arrest.

5. With the arrest by the Royal Government of Cambodia of indicted persons situated in its territory, the Extraordinary Chambers shall be fully operational, provided that the judges of the Supreme Court Chamber shall serve when seized with a matter. The judges of the Pre-Trial Chamber shall serve only if and when their services are needed.

Article 28. Withdrawal of cooperation

Should the Royal Government of Cambodia change the structure or organization of the Extraordinary Chambers or otherwise cause them to function in a manner that does not conform with the terms of the present Agreement, the United Nations reserves the right to cease to provide assistance, financial or otherwise, pursuant to the present Agreement.

Article 29. Settlement of disputes

Any dispute between the Parties concerning the interpretation or application of the present Agreement shall be settled by negotiation, or by any other mutually agreed upon mode of settlement.

Article 30. Approval

To be binding on the parties, the present Agreement must be approved by the General Assembly of the United Nations and ratified by Cambodia. The Royal Government of Cambodia will make its best endeavours to obtain this ratification by the earliest possible date.

Article 31. Application within Cambodia

The present Agreement shall apply as law within the Kingdom of Cambodia following its ratification in accordance with the relevant provisions of the internal law of the Kingdom of Cambodia regarding competence to conclude treaties.

Article 32. Entry into force

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

Done at Phnom Penh on 6 June 2003 in two copies in the English language.

For the United Nations:

[Signed] HANS CORELL

Under-Secretary-General for Legal Affairs
The Legal Counsel

For the Royal Government of Cambodia:

[Signed] SOK AN

Senior Minister in Charge of the
Council of Ministers

**(b) Memorandum of Understanding between the United Nations and the International Criminal Court concerning cooperation between the United Nations Organization Mission in the Democratic Republic of the Congo (MONUC) and the International Criminal Court.
New York, 8 November 2005***

Whereas the United Nations and the International Criminal Court (the “Court”) have concluded a Relationship Agreement between the United Nations and the International Criminal Court (the “Relationship Agreement”), which entered into force on 4 October 2004;

Whereas the United Nations General Assembly, in its resolution 58/318 of 13 September 2004, decided that all expenses resulting from the provision of services, facilities, cooperation and any other support rendered to the Court that may accrue to the United Nations as a result of the implementation of the Relationship Agreement shall be paid in full to the Organization;

Whereas the United Nations and the Court have concluded a Memorandum of Understanding between the United Nations, represented by the United Nations Security Coordinator, and the International Criminal Court Regarding Coordination of Security Arrangements (the “MOU on Security Arrangements”), which entered into force on 22 February 2005;

Whereas the United Nations Organization Mission in the Democratic Republic of the Congo (“MONUC”) was established pursuant to United Nations Security Council resolution 1279 (1999) of 30 November 1999 as a subsidiary organ of the United Nations;

Whereas United Nations Security Council resolution 1565 (2004) of 1 October 2004 provides, *inter alia*, that MONUC will have the mandate, in support of the Government of National Unity and Transition of the Democratic Republic of the Congo (the “Government”), to investigate human rights violations to put an end to impunity, and to continue to cooperate with efforts to ensure that those responsible for serious violations of human rights and international humanitarian law are brought to justice, while working closely with the relevant agencies of the United Nations;

Whereas the Rome Statute of the International Criminal Court (the “Rome Statute”) was ratified by the Democratic Republic of the Congo on 11 April 2002 and entered into force for the Democratic Republic of the Congo on 1 July 2002;

Whereas the Government has referred to the Prosecutor of the Court (the “Prosecutor”) the situation of crimes within the jurisdiction of the Court which may have been committed on the territory of the Democratic Republic of the Congo since 1 July 2002 and that the Prosecutor has initiated an investigation;

Whereas, in article 10 of the Relationship Agreement, the United Nations agrees that, upon the request of the Court, it shall, subject to availability, provide on a reimbursable basis for the purposes of the Court such facilities and services as may be required and *whereas* it is further stipulated in that article that the terms and conditions on which any such facilities or services may be provided by the United Nations shall, as appropriate, be the subject of supplementary arrangements;

* Entered into force on 8 November 2005 by signature, in accordance with article 25.

Whereas, in article 15 of the Relationship Agreement, with due regard to its responsibilities and competence under the Charter and subject to its rules as defined under applicable international law, the United Nations undertakes to cooperate with the Court;

Whereas, in article 18 of the Relationship Agreement, the United Nations undertakes, with due regard to its responsibilities and competence under the Charter of the United Nations and subject to its rules, to cooperate with the Prosecutor of the Court and to enter with the Prosecutor into such arrangements or agreements as may be necessary to facilitate such cooperation, in particular when the Prosecutor exercises his or her duties and powers with respect to investigation and seeks the cooperation of the United Nations under article 54 of the Statute;

Whereas the United Nations and the Court wish to conclude arrangements of the kind foreseen in articles 10 and 18 of the Relationship Agreement;

Now, therefore, the United Nations, acting through MONUC, and the Court (the “Parties”) have agreed as follows:

CHAPTER I. GENERAL PROVISIONS

Article I. Purpose

This Memorandum of Understanding (the “MOU”) sets out the modalities of cooperation between the United Nations and the Court in connection with investigations conducted by the Prosecutor into crimes within the jurisdiction of the Court which may have been committed on the territory of the Democratic Republic of the Congo since 1 July 2002.

Article 2. Cooperation

1. The United Nations undertakes to cooperate with the Court and the Prosecutor in accordance with the specific modalities set out in this MOU.
2. This MOU may be supplemented from time to time by means of written agreement between the signatories or their designated representatives setting out additional modalities of cooperation between the United Nations and the Court or the Prosecutor.
3. This MOU is supplementary and ancillary to the Relationship Agreement. It is subject to that Agreement and shall not be understood to derogate from any of its terms. In the case of any inconsistency between the provisions of this MOU and those of the Relationship Agreement, the provisions of the Relationship Agreement shall prevail.

Article 3. Basic principles

1. It is understood that MONUC shall afford the assistance and support provided for in this MOU to the extent feasible within its capabilities and areas of deployment and without prejudice to its ability to discharge its other mandated tasks.
2. The Court acknowledges that the Government has primary responsibility for the safety and security of all individuals, property and assets present on its territory. Without prejudice to the MOU on Security Arrangements, neither the United Nations nor MONUC shall be responsible for the safety or security of the staff/officials or assets of the Court or of potential witnesses, witnesses, victims, suspects or accused or convicted persons identified in the course, or as a result, of the Prosecutor’s investigations. In particular, nothing

in this MOU shall be understood as establishing or giving rise to any responsibility on the part of the United Nations or MONUC to ensure or provide for the protection of witnesses, potential witnesses or victims identified or contacted by the Prosecutor in the course of his or her investigations.

Article 4. Reimbursement

1. All services, facilities, cooperation, assistance and other support provided to the Court by the United Nations or by MONUC pursuant to this MOU shall be provided on a fully reimbursable basis.

2. The Court shall reimburse the United Nations or MONUC in full for and in respect of all clearly identifiable direct costs that the United Nations or MONUC may incur as a result of or in connection with providing services, facilities, cooperation, assistance or support pursuant to this MOU.

3. The Court shall not be required to reimburse the United Nations or MONUC for or in respect of:

(a) Costs that the United Nations or MONUC would have incurred regardless of whether or not services, facilities, cooperation, assistance or support were provided to the Court pursuant to this MOU;

(b) Any portion of the common costs of the United Nations or of MONUC;

(c) Depreciation in the value of United Nations or contingent owned equipment, vehicles, vessels or aircraft that might be used by the United Nations or MONUC in the course of providing services, facilities, cooperation, assistance or support pursuant to this MOU.

CHAPTER II. SERVICES, FACILITIES AND SUPPORT

Article 5. Administrative and logistical services

1. At the request of the Court, MONUC is prepared to provide administrative and logistical services to the Court, including:

(a) Access to MONUC's information technology facilities, subject to compliance with MONUC's information technology protocols, policies and rules, in particular with respect to the use of external applications and the installation of software;

(b) With the prior written consent of the Government and on the understanding that the Court purchases compatible equipment for that purpose, access to MONUC's internal telecommunications facilities (PABX) and its two-way radio security channels for the purpose of communications within the Democratic Republic of the Congo;

(c) Engineering and construction assistance;

(d) Storage for items of Court owned equipment or property on a space-available basis, it being understood that risk of damage to, or deterioration or loss of, such equipment or property during its storage by MONUC shall lie with the Court. The Court hereby agrees to release the United Nations, including MONUC, and their officials, agents, servants and employees from any claim in respect of damage to, or deterioration or loss of, such equipment or property;

(e) Access to MONUC's vehicle maintenance facilities for the purpose of first line maintenance of the Court's vehicles, it being understood that MONUC is not in a position to guarantee parts, consumables, or workmanship;

(f) With the prior written consent of the Government, the sale at prevailing market rates of petrol, oil and lubricants (POL), subject to availability and to the priority that is to be accorded to MONUC's own operational requirements;

(g) With the prior written consent of the Government, the sale at prevailing market rates of emergency rations (Meals Ready to Eat—MRE) and water, subject to availability and to the priority that is to be accorded to MONUC's own operational requirements, it being understood that such items can only be sold where no alternative sources are available or in emergency situations, and provided that MONUC has surplus emergency stocks;

(h) Provided that staff/officials of the Court are lawfully entitled to benefit from the same immigration formalities on their entry into and departure from the Democratic Republic of the Congo as are members of MONUC, assistance to staff/officials of the Court in completing those formalities when arriving or departing on flights that are also carrying members of MONUC. It is understood that it is the Court's responsibility to ensure that its staff/officials are in possession of appropriate travel documents and that MONUC is not in a position to resolve any travel, immigration or departure problems for staff/officials of the Court;

(i) On an exceptional basis and with the prior written consent of the Government, temporary or overnight accommodation for staff/officials of the Court on MONUC premises, it being understood that MONUC will consider requests for such services on a case-by-case basis, taking duly into consideration the security of its own members and assets and the availability of alternative suitable accommodation in the vicinity. It shall be a condition of the accommodation of any staff member/official of the Court on MONUC premises that he or she first sign a waiver of liability as set out in annex A* of this MOU. The Court shall advise its staff/officials concerned of this requirement and shall instruct them to complete and sign that waiver. MONUC and the Court shall make practical arrangements for the transmittal to MONUC of completed and signed waivers at least 5 (five) working days in advance of the arrival of the staff/officials concerned at the MONUC premises at which they are to be accommodated. The United Nations shall not be responsible in any way for the safety or security of any staff/officials of the Court who are accommodated on MONUC premises pursuant to a request by the Court.

2. The Court shall make requests for such services in writing. In making such requests, the Court shall specify the nature of the administrative or logistical services sought, when they are sought and for how long. MONUC shall inform the Court in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. In the event that it accedes to a request, MONUC shall simultaneously inform the Court in writing of the date on which it is able to commence provision of the services concerned and of their estimated cost.

* The annex is not published herein. For the text of the annex, see United Nations, *Treaty Series*, vol. 2363.

3. Should MONUC, in its sole discretion, determine that the provision of the administrative or logistical services requested by the Court is beyond the staffing capabilities of MONUC, MONUC shall nevertheless provide such services if the Court first agrees to provide MONUC with the funds needed by it to recruit and pay for the services of additional administrative support staff to assist MONUC in performing the said administrative or logistical services and provides all related infrastructure and common services requirements necessary to accommodate such staff.

Article 6. Medical services

1. In the event of a medical emergency affecting staff/officials of the Court while they are present in MONUC's areas of deployment, MONUC undertakes, subject to availability and to the security of its own members and assets, to provide, on request by the Court:

(a) On-site medical support to the staff/officials of the Court concerned, and

(b) Transportation to the nearest available appropriate medical facility, including emergency medical evacuation services to an appropriate country, it being understood that it is the Court's responsibility to arrange for subsequent hospitalisation and further medical treatment in that country,

it being further understood that, in the provision of such services, staff/officials of the Court shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

2. MONUC shall provide Level I medical services for staff/officials of the Court at MONUC's United Nations owned medical facilities in the Democratic Republic of the Congo on a space-available basis, it being understood that, in the delivery of such services, staff/officials of the Court shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

3. Level I, II or III medical services may be provided to staff/officials of the Court at facilities in the Democratic Republic of the Congo operated by MONUC's troop contributing countries, subject to the consent of the competent authorities of the troop contributing country concerned and to agreement between MONUC and the Court, it being understood that, in the delivery of such services, staff/officials of the Court shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations. MONUC shall be responsible for reimbursing the troop contributing country concerned for the costs of such services that may be provided to staff/officials of the Court. MONUC will then recover the sums concerned from the Court.

4. It is understood that no Level IV medical services are provided by MONUC in the Democratic Republic of the Congo, either at United Nations owned facilities or at facilities operated by troop contributing countries. The Court understands that it will need to make its own arrangements for such services, if desired or needed.

5. The Court shall advise its staff/officials travelling to the Democratic Republic of the Congo on official business of the requirement to complete and sign a Release from

Liability Form, as set out in annex B* of this MOU, as a condition to obtaining medical services pursuant to this MOU and shall accordingly instruct them to complete and sign such a form before travelling and to carry a copy with them at all times while in the Democratic Republic of the Congo. MONUC and the Court shall make practical arrangements for the transmittal to MONUC of completed and signed forms in advance of the arrival of the staff/officials concerned in the Democratic Republic of the Congo. Without prejudice to the foregoing, it is nevertheless understood that no staff member or official of the Court will be denied medical services provided for in this MOU solely on the grounds of his or her not having previously completed and signed a Release from Liability Form if, at the time of the medical emergency or of arrival at the medical facility, he or she is physically unable to complete and sign such a form.

Article 7. Loan of items of United Nations owned equipment (UNOE)

1. At the request of the Court and with the prior written consent of the Government, MONUC is prepared temporarily to loan to the Court available items of United Nations owned equipment ("UNOE").

2. The Court shall make such requests in writing. In making such requests, the Court shall specify the items of UNOE whose loan is being sought, when their loan is sought and for how long. MONUC shall inform the Court in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. In the event that it accedes to a request, MONUC shall simultaneously inform the Court of the date on which the items of UNOE whose loan is sought can be provided.

3. In the event that MONUC agrees to loan any item of UNOE to the Court, MONUC and the Court shall execute an Agreement of Temporary Possession, as set out in annex C* of this MOU.

4. The installation, regular maintenance and repair of items of UNOE temporarily loaned to the Court shall be carried out by MONUC.

5. Without prejudice to article 4 of this MOU, it is understood that costs that are reimbursable by the Court in connection with assistance provided pursuant to this article:

(a) Shall include the costs of installation and of repairs, other than regular maintenance, carried out by MONUC;

(b) Shall not include the costs of regular maintenance carried out by MONUC.

6. It is understood that items of UNOE loaned to the Court pursuant to this MOU are provided on an "as is" basis. The Court acknowledges that neither MONUC nor the United Nations make any warranties, express or implied, as to the condition of such items or their suitability for any intended use.

7. The Court shall be fully responsible and accountable to MONUC for the custody and safekeeping of all items of UNOE temporarily loaned to it. It shall return such equipment to MONUC in the same condition as when it was loaned to it, reasonable wear and tear excepted. The Court shall compensate MONUC for any loss of, or damage to, such equipment beyond reasonable wear and tear.

* The annex is not published herein. For the text of the annex, see United Nations, *Treaty Series*, vol. 2363.

8. The Court shall, except as and when necessary to preserve the integrity of its proceedings or evidence, afford MONUC and its authorized personnel access at all reasonable times to premises in which any temporarily loaned item of UNOE is located for the purpose of inspecting, maintaining, installing or removing such item.

Article 8. Transportation

1. At the request of the Court and subject to signature of a waiver of liability by the staff member/official of the Court concerned as set out in annex D* of this MOU, MONUC shall provide aircraft passenger services to staff/officials of the Court on a space-available basis aboard its regular flights, it being understood that, in the provision of such services, staff/officials of the Court shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

2. MONUC is prepared to give favourable consideration, when appropriate and on a case-by-case basis, to requests by the Court for additional ground time at landing sites.

3. MONUC may provide special flights to the Court at the Court's request.

4. At the request of the Court and with the prior written consent of the Government, MONUC may provide assistance to the Court by transporting on MONUC aircraft witnesses who are voluntarily cooperating with the Court. MONUC will consider such requests on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, seat availability on MONUC aircraft and the availability of alternative means of transportation, such as commercial flights. Neither MONUC nor the United Nations shall be responsible for the security or safety of any witnesses whom MONUC might transport on its aircraft in response to such requests. It shall be a condition to the transportation of any witness on MONUC aircraft pursuant to such a request that the witness concerned first sign a waiver of liability as set out in annex E* of this MOU and that a staff member/official of the Court accompany the witness during the entire period of his or her transportation by MONUC. In the event that it is necessary to protect the identity of a particular witness, the Court and MONUC shall consult with each other, at the Court's request, with a view to putting in place practical arrangements that will make it possible for the witness concerned to complete the waiver of liability as set out in annex E of this MOU while at the same time protecting his or her identity.

5. At the request of the Court and subject to the signature of a waiver of liability by the staff member/official of the Court concerned as set out in annex F* of this MOU, MONUC shall provide transportation in its motor vehicles to staff/officials of the Court on a space-available basis, it being understood that, in the provision of such services, staff/officials of the Court shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

6. At the request of the Court and with the prior written consent of the Government, MONUC may provide assistance to the Court by transporting in MONUC motor vehicles witnesses who are voluntarily cooperating with the Court. The provisions of paragraph 4 of this article shall apply in respect of such requests, *mutatis mutandis*, except that the

* The annex is not published herein. For the text of the annex, see United Nations, *Treaty Series*, vol. 2363.

waiver that is to be signed by any witness who may be transported by MONUC pursuant to any such request shall be as set out in annex F of this MOU.

7. At the request of the Court, MONUC shall provide air or ground transportation services for items of Court owned equipment or property on a space-available basis, it being understood that, in the provision of such services, items of Court owned equipment or property shall be accorded the same priority as is accorded to equipment or property of the specialized agencies and of the other related organizations of the United Nations. Risk of damage to, or loss of, items of Court owned equipment or property during such transportation shall lie with the Court. The Court hereby agrees to release the United Nations, including MONUC, from any claim in respect of damage to, or loss of, such equipment or property.

8. The Court shall make all requests regarding the provision of transportation by MONUC under this article in writing. In making such requests, the Court shall specify for whom or what and the date on, and the locations between, which transportation is sought. MONUC shall inform the Court in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. If MONUC accedes to a request, it shall simultaneously provide the Court with a written estimate of the cost of the transportation services chargeable to it.

9. Without prejudice to article 4 of this MOU, it is understood that costs that are reimbursable by the Court in connection with services provided pursuant to this article shall include, *inter alia*, those arising from the payment by the United Nations of any additional insurance premiums and of any increase in fees for the charter of aircraft and, in the case of any special flights provided pursuant to paragraph 3 of this article, the cost of fuel consumed by United Nations or contingent owned aircraft and of helicopter or aircraft flying hours.

10. MONUC confirms to the Court that it is prepared, in principle, to give consideration to requests from the Government to assist the Government in the transportation of:

- (a) Suspects or accused persons, for the purpose of their transfer to the Court;
- (b) Witnesses who have received a summons from the competent authorities of the Democratic Republic of the Congo to attend for questioning, for the purpose of their transfer to the location in the Democratic Republic of the Congo identified in that summons.

Article 9. Military support

1. At the request of the Prosecutor and with the prior written consent of the Government, MONUC may provide military support to the Prosecutor for the purpose of facilitating his or her investigations in areas where MONUC military units are already deployed.

2. The Prosecutor shall make requests for such support in writing. When making such requests, the Prosecutor shall provide such information as the location, date, time and nature of the investigation that is to be conducted and the number of staff/officials of the Court involved, as well as an evaluation of the attendant risks of which he or she may be aware.

3. MONUC will review such requests on a case-by-case basis, taking into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, the consistency of the support requested with its mandate

and Rules of Engagement and the capacity of the Government to provide adequate security for the investigation concerned. MONUC shall inform the Prosecutor in writing whether or not it accedes to such requests as soon as possible and in any event within 10 (ten) working days of their receipt.

4. In the event that MONUC agrees to a request, MONUC shall, on the basis of the information provided by the Prosecutor, determine in an operational order the extent, nature and duration of the military support to be provided, together with an estimate of the total reimbursable cost of the operation chargeable to the Court. The Prosecutor shall acknowledge in writing his or her agreement to that operational order.

5. Any military units and equipment that MONUC might deploy pursuant to such an order shall remain exclusively and at all times under MONUC's command and control.

6. Without prejudice to article 4 of this MOU, it is understood that the costs that are reimbursable by the Court in connection with support provided pursuant to this article shall include, *inter alia*, the cost of fuel consumed by United Nations or contingent owned vehicles, vessels or aircraft and of any helicopter or aircraft flying hours.

7. The provisions of this article shall also apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purpose of facilitating investigations pursuant to an order of a Pre-Trial Chamber or a Trial Chamber.

CHAPTER III. COOPERATION AND LEGAL ASSISTANCE

Article 10. Access to documents and information held by MONUC

1. Requests by the Prosecutor for access to documents held by MONUC are governed by article 18 of the Relationship Agreement.

2. Requests by the Prosecutor for access to such documents shall be communicated by the Prosecutor in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for the Democratic Republic of the Congo.

3. Such requests shall identify with a reasonable degree of specificity the document or the category or categories of documents to which the Prosecutor wishes to be afforded access, shall explain succinctly how and why such document or documents or the information that they contain is relevant to the conduct of the Prosecutor's investigations and explain why that information cannot reasonably be obtained by other means or from some other source.

4. The Under-Secretary-General for Peacekeeping Operations or an Assistant Secretary-General for Peacekeeping Operations shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

5. The United Nations, acting through the Under-Secretary-General for Peacekeeping Operations or an Assistant Secretary-General for Peacekeeping Operations, may, on its own initiative, make available to the Prosecutor documents held by MONUC that the United Nations may have reason to believe may be of use to the Prosecutor in generating new evidence in connection with his or her investigations.

6. Unless otherwise specified in writing by the Under-Secretary-General for Peacekeeping Operations or an Assistant Secretary-General for Peacekeeping Operations, docu-

ments held by MONUC that are provided by the United Nations to the Prosecutor shall be understood to be provided in accordance with and subject to the arrangements envisaged in article 18, paragraph 3, of the Relationship Agreement. The United Nations will affix to all documents so provided a stamp clearly marking them as “Article 54 Confidential—United Nations (MONUC)”.

7. Where documents have, or are to be understood as having, been provided by the United Nations in accordance with and subject to the arrangements envisaged in article 18, paragraph 3, of the Relationship Agreement, the Prosecutor shall restrict the availability of those documents within his or her Office on a strictly “need to know” basis. He or she shall also respect the safety of the sources of such documents and of the information that they contain and shall refrain from any action that might place those sources or their families in danger. subject to these restrictions and conditions, it is understood that such documents are provided to the Prosecutor for the purpose of generating new evidence in connection with any investigations that he or she may conduct into crimes within the jurisdiction of the Court which may have been committed on the territory of the Democratic Republic of Congo since 1 July 2002.

8. In the event that the Prosecutor subsequently wishes to disclose any such document to another organ of the Court or to a third party, including to a suspect or to an accused, convicted or sentenced person or to his or her legal representative, the Prosecutor shall:

(a) Submit a request in writing to the Under-Secretary-General for Peacekeeping Operations for the consent of the United Nations to such disclosure;

(b) Simultaneously copy any such request to the Legal Counsel of the United Nations;

(c) In the request, identify the organ, organs, person or persons to whom it is wished to disclose the document concerned and explain why such disclosure is sought;

(d) Attach to the request a copy or copies of the document or documents concerned. Such an attachment may take the form of a diskette, compact disc (CD) or digital video disk (DVD) containing copies of the documents concerned in scanned form.

9. It is understood that the United Nations shall be free, in the case of any such request, either to decline it, or to accede to it without conditions, or to accede to it subject to such conditions, limitations, qualifications or exceptions as it might deem appropriate. In particular, the United Nations shall be free to accede to any such request on condition that the document be disclosed in redacted form only and to specify the redactions that shall be made to it for that purpose.

10. It is further understood that the consent of the United Nations to the disclosure of a document held by MONUC that has, or is understood to have, been provided by it in accordance with and subject to the arrangements envisaged in article 18, paragraph 3, of the Relationship Agreement may only be granted in writing, by the Under-Secretary-General for Peacekeeping Operations or by an Assistant Secretary-General for Peacekeeping Operations.

11. In the event that the response of the United Nations to a request for its consent to the disclosure of such a document occasions difficulties to the Prosecutor, the Prosecutor and the Under-Secretary-General for Peacekeeping Operations shall, at the Prosecutor’s

request, consult with a view to finding an appropriate way to resolve the matter in a manner that accommodates the needs, concerns and obligations of the United Nations and of the Prosecutor.

12. It is understood that, in the normal course of events, the United Nations will provide the Prosecutor with photocopies of documents held by MONUC and not with original versions. The United Nations is, nevertheless, prepared, in principle, to make available to the Prosecutor, on a temporary basis, the original versions of specific documents, should the Prosecutor indicate that such original versions are needed for evidentiary or forensic reasons. Requests for such original versions shall be communicated by the Prosecutor in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations. The United Nations undertakes to endeavour to accede to such requests whenever possible. It is nevertheless understood that the United Nations shall be free to decline any such request or to accede to it subject to such conditions, limitations, qualifications or exceptions as it might deem appropriate. It is further understood that the agreement of the United Nations to make available original versions of documents may only be given in writing, by the Under-Secretary-General for Peacekeeping Operations or by an Assistant Secretary-General for Peacekeeping Operations.

13. For the purposes of this article, documents are understood to include communications, notes and records in written form, including records of meetings and transcripts of audio- or video-taped conversations, facsimile transmissions, electronic mail, computer files and maps, whether generated by members of MONUC or received by MONUC from third parties.

14. References in this article to documents are to be understood to include other recorded forms of information, which may be in the form, *inter alia*, of audiotapes, including audiotapes of radio intercepts, video recordings, including video recordings of crime scenes and of statements by victims and potential witnesses, and photographs.

15. Without prejudice to article 4 of this MOU, it is understood that costs that are reimbursable by the Court in connection with assistance provided pursuant to this article shall include, *inter alia*:

- (a) The costs of copying documents provided to the Prosecutor;
- (b) The costs of transmitting those copies to the Prosecutor;
- (c) Costs incurred in, or necessarily incidental to, making available and transmitting to the Prosecutor original versions of documents pursuant to paragraph 12 of this article.

16. The United Nations undertakes to alert the Prosecutor to developments in the situation in the Democratic Republic of the Congo which it may consider to be of relevance to the conduct of his or her investigations.

17. References in this article to the Prosecutor are to be understood to include the Deputy Prosecutor for Investigations, the Deputy Prosecutor for Prosecutions and the Head of the Jurisdiction, Complementarity and Cooperation Division.

18. The provisions of this article shall also apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purpose of facilitating investigations pursuant to an order of a Pre-Trial Chamber or a Trial Chamber.

Article 11. Interview of members of MONUC

1. The United Nations undertakes to cooperate with the Prosecutor by taking such steps as are within its powers and capabilities to make available for interview by the Prosecutor members of MONUC whom there is good reason to believe may have information that is likely to be of assistance to the Prosecutor in the conduct of his or her investigations and that cannot reasonably be obtained by other means or from some other source. It is understood that, in the case of interviews conducted on the territory of the Democratic Republic of the Congo, MONUC will only so cooperate with the prior written consent of the Government.

2. Requests by the Prosecutor to interview members of MONUC shall be communicated in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for the Democratic Republic of the Congo.

3. Such requests shall identify the member of MONUC whom the Prosecutor wishes to interview, identify with a reasonable degree of specificity the category or categories of information that the Prosecutor believes that the member of MONUC concerned might be able to provide, explain succinctly how and why such information is relevant to the conduct of the Prosecutor's investigations and explain why that information cannot reasonably be obtained by other means or from some other source.

4. The Under-Secretary-General for Peacekeeping Operations shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

5. It is understood that military members of national contingents assigned to the military component of MONUC remain subject to the military rules, regulations and discipline of the State contributing the contingent to which they belong. The Prosecutor accordingly understands that, once he or she has obtained the response of the Under-Secretary-General for Peacekeeping Operations to a request to interview a military member of a national contingent assigned to MONUC's military component, he or she may need to approach the competent authorities of the State contributing the contingent to which that member of MONUC belongs with a view to arranging for him or her to be interviewed.

6. Whenever so requested by the Under-Secretary-General for Peacekeeping Operations, the Prosecutor shall accept the presence of a representative of the United Nations at and during the interview of a member of MONUC. The Under-Secretary-General for Peacekeeping Operations shall provide reasons in writing for any such request.

7. Unless otherwise specified by the Under-Secretary-General for Peacekeeping Operations, information provided by members of MONUC to the Prosecutor during the course of their interview shall be understood to be provided in accordance with and subject to the arrangements envisaged in article 18, paragraph 3, of the Relationship Agreement. The Court shall affix to all records of such interviews a stamp clearly marking them as "Article 54 Confidential—United Nations (MONUC)". In the event that the Prosecutor may subsequently wish to disclose such information or records to another organ of the Court or to a third party, including to a suspect or to an accused, convicted or sentenced person or to his or her legal representative, the provisions of article 10, paragraphs 8 to 11, of this MOU shall apply, *mutatis mutandis*.

8. It is understood that members of MONUC who may be interviewed by the Prosecutor are not at liberty to provide the Prosecutor with copies of any confidential documents of the United Nations that might be in their possession. It is further understood that, if the Prosecutor wishes to obtain copies of such documents, he or she should direct any request to that end to the Under-Secretary-General for Peacekeeping Operations in accordance with article 10, paragraph 2, of this MOU. At the same time, it is understood that, unless otherwise specified by the Under-Secretary-General for Peacekeeping Operations, members of MONUC are at liberty to refer to such documents and disclose their contents in the course of their interview.

9. The provisions of this article shall also apply with respect to the interview by the Prosecutor of:

- (a) Former members of MONUC;
- (b) Contractors engaged by the United Nations or by MONUC to perform services or to supply equipment, provisions, supplies, materials or other goods in support of MONUC's activities ("contractors");
- (c) Employees of such contractors ("employees of contractors").

10. The Court shall bear all costs incurred in connection with the interview of members of MONUC.

11. The provisions of this article shall not apply to cases in which the Prosecutor wishes to interview a member of MONUC who the Prosecutor has reason to believe may be criminally responsible for a crime within the jurisdiction of the Court.

12. References in paragraphs 4, 5, 6 and 7 of this article to the Under-Secretary-General for Peacekeeping Operations are to be understood to include the Assistant Secretaries-General for Peacekeeping Operations.

13. References in this article to the Prosecutor are to be understood to include the Deputy Prosecutor for Investigations, the Deputy Prosecutor for Prosecutions and the Head of the Jurisdiction, Complementarity and Cooperation Division.

14. The provisions of this article shall also apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purpose of facilitating investigations pursuant to an order of a Pre-Trial Chamber or a Trial Chamber.

Article 12. Testimony of members of MONUC

1. Requests by the Prosecutor for the testimony of officials of the United Nations assigned to serve with MONUC are governed by article 16 of the Relationship Agreement. That article shall also apply *mutatis mutandis* with respect to requests by the Court for the testimony of other members of MONUC, including United Nations Volunteers, military observers, military liaison officers, civilian police, experts performing missions for the United Nations and military members of national contingents assigned to serve with MONUC's military component.

2. Requests by the Prosecutor for the testimony of members of MONUC shall be communicated in writing to the Legal Counsel of the United Nations and shall be simultaneously copied to the Under-Secretary-General for Peacekeeping Operations and to the Special Representative of the Secretary-General for the Democratic Republic of the Congo.

The Legal Counsel of the United Nations or the Assistant Secretary-General for Legal Affairs shall respond to the Court in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

3. Requests shall identify the member of MONUC whom the Prosecutor wishes to testify, identify with a reasonable degree of specificity the matter or matters on which the Prosecutor wishes the member of MONUC concerned to testify, explain succinctly how and why such testimony is relevant to the Prosecutor's case and explain why testimony on the matter or matters concerned cannot reasonably be obtained from some other source.

4. It is understood that only the Legal Counsel of the United Nations or the Assistant Secretary-General for Legal Affairs may, on behalf of the Secretary-General, execute the waiver contemplated in article 16 of the Relationship Agreement in respect of a member of MONUC. It is further understood that any such waiver must be executed in writing.

5. It is understood that military members of national contingents assigned to the military component of MONUC remain subject to the military rules, regulations and discipline of the State contributing the contingent to which they belong. The Prosecutor accordingly understands that, once he or she has obtained the response of the Legal Counsel of the United Nations or of the Assistant Secretary-General for Legal Affairs to a request for the testimony of a military member of a national contingent assigned to MONUC's military component, he or she may need to approach the competent authorities of the State contributing the contingent to which that member of MONUC belongs with a view to arranging for his or her testimony.

6. The provisions of this article shall also apply with respect to the testimony of:

- (a) Former members of MONUC;
- (b) Contractors;
- (c) Employees of contractors.

7. The Court shall bear all costs incurred in connection with the testimony of members of MONUC.

8. The provisions of this article shall not apply to cases in which the Court seeks to exercise its jurisdiction over a member of MONUC who may be alleged to be criminally responsible for a crime within the jurisdiction of the Court.

9. References in this article to the Prosecutor are to be understood to include the Deputy Prosecutor for Investigations, the Deputy Prosecutor for Prosecutions and the Head of the Jurisdiction, Complementarity and Cooperation Division.

10. The provisions of this article shall also apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purpose of facilitating investigations pursuant to an order of the Pre-Trial Chamber or a Trial Chamber.

Article 13. Assistance in tracing witnesses

1. At the request of the Prosecutor and with the prior written consent of the Government, MONUC may assist the Prosecutor by taking such steps as may be within its powers and capabilities to identify, trace and locate witnesses or victims not members of MONUC whom the Prosecutor wishes to contact in the course of his or her investigations and who there is good reason to believe may be present in MONUC's areas of deployment.

MONUC will consider such requests by the Prosecutor on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities and the risks to victims or witnesses that may arise from any attempt by MONUC to identify, trace or locate them, as well as any attendant risks to their families, dependants or third parties.

2. The Prosecutor shall make requests for assistance under this article in writing. When making such requests, he or she shall provide MONUC in writing with an evaluation of the risks of which he or she is aware that are likely to be attendant on any attempt to identify, trace or locate the victims or witnesses concerned. MONUC shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within ten (10) working days of its receipt.

3. MONUC shall not be responsible for the safety or security of any witnesses or victims whom it may endeavour to identify and locate pursuant to this article, nor shall it be responsible for the safety or security of their families or dependants or of any third parties.

4. The provisions of this article shall also apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purpose of facilitating investigations pursuant to an order of a Pre-Trial Chamber or a Trial Chamber.

Article 14. Assistance in respect of interviews

1. At the request of the Prosecutor and with the prior written consent of the Government, MONUC may agree to allow the Prosecutor to conduct on MONUC premises interviews of witnesses who are not members of MONUC and who are voluntarily cooperating with the Prosecutor in the course of his or her investigations. MONUC will consider such requests by the Prosecutor on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities and the availability of suitable alternative locations for the conduct of such interviews.

2. The Prosecutor shall make requests for assistance under this article in writing. When making such requests, he or she shall explain in writing why the use of MONUC premises is being sought and shall provide MONUC in writing with an evaluation of the risks attendant on the interview of the witness concerned of which he or she may be aware. MONUC shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within ten (10) working days of its receipt.

3. It shall be a condition to the interview of any witness on MONUC premises pursuant to this article that a staff member/official of the Court accompany the witness throughout the time that he or she is present on MONUC premises.

4. Neither MONUC nor the United Nations shall be responsible for the security or safety of any staff/officials of the Court or of any witnesses while they are on MONUC premises for the purpose of the conduct of interviews pursuant to this article.

5. The provisions of this article shall also apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purpose of facilitating investigations pursuant to an order of a Pre-Trial Chamber or a Trial Chamber.

Article 15. Assistance in the preservation of physical evidence

1. At the request of the Prosecutor and with the prior written consent of the Government, MONUC may assist the Prosecutor by storing items of physical evidence for a limited period of time in secure rooms, closets or safes on MONUC premises.

2. The Prosecutor shall make such requests in writing. In making such requests, the Prosecutor shall specify the items of physical evidence whose storage is sought, where their storage is sought and for how long. MONUC shall inform the Court in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. In the event that it accedes to a request, MONUC shall simultaneously inform the Court of the date on which storage can be provided, where and for how long.

3. Notwithstanding MONUC's previous accession to a request to store a particular item of evidence, MONUC may, at any time and upon giving reasonable notice in writing, require the Prosecutor to remove that item from its premises.

4. It is understood that the risk of damage to, or deterioration or loss of, items of physical evidence during their storage by MONUC shall lie with the Court. The Court hereby agrees to release the United Nations, including MONUC, and their officials, agents, servants and employees from any claim in respect of damage to, or deterioration or loss of, such items of physical evidence.

5. The provisions of this article shall also apply *mutatis mutandis* with respect to requests submitted by the Registrar for the purpose of facilitating investigations pursuant to an order of a Pre-Trial Chamber or a Trial Chamber.

Article 16. Arrests, searches and seizures and securing of crime scenes

1. MONUC confirms to the Court that it is prepared, in principle and consistently with its mandate, to give consideration, on a case-by-case basis, to requests from the Government to assist the Government in:

- (a) Carrying out the arrest of persons whose arrest is sought by the Court;
- (b) Securing the appearance of a person whose appearance is sought by the Court;
- (c) Carrying out the search of premises and seizure of items whose search and seizure are sought by the Court;

it being understood that MONUC, if and when it accedes to such requests to assist the Government, does not in any way take over responsibilities that lie with the Government.

2. MONUC confirms to the Court that it is prepared, in principle and consistently with its mandate, to secure the scenes of possible crimes within the jurisdiction of the Court (crime scenes) which it may encounter in the course of carrying out its mandate, pending arrival of the relevant authorities of the Democratic Republic of the Congo. MONUC shall notify the Prosecutor as soon as possible of the existence of any such crime scene. MONUC further confirms to the Court that it is prepared, in principle and consistently with its mandate, to give consideration to requests from the Government to assist the Government in securing such crime scenes, pending arrival of staff/officials of the Court.

CHAPTER IV. SECURITY

Article 17. Security arrangements

1. The provisions of this article are supplemental and additional to those of the MOU on Security Arrangements and shall be understood to be without prejudice to, and not to derogate in any manner from, its terms.

2. At the request of the Court, MONUC shall, upon presentation of a valid form of identification, issue to staff/officials of the Court identity cards granting them access to MONUC facilities as official visitors for the duration of their mission in the Democratic Republic of the Congo. The Court shall make such requests in writing, at least five (5) working days in advance of the arrival of the staff/officials concerned in the Democratic Republic of the Congo.

3. MONUC shall permit staff/officials of the Court to attend security-related briefings provided by MONUC, as and when deemed appropriate by the Special Representative of the Secretary-General for the Democratic Republic of the Congo.

4. MONUC shall, in case of emergency, provide temporary shelter within MONUC premises to staff/officials of the Court who present themselves at such premises and request protection, pending their emergency evacuation or relocation to another country, if necessary.

5. The Court shall inform MONUC, at least five (5) working days in advance of their arrival in the Democratic Republic of the Congo, of the identities of those staff/officials of the Court who will be carrying firearms and of the specifications of the firearms concerned.

6. Staff/officials of the Court carrying firearms shall, upon entering MONUC premises or boarding any MONUC vehicle, vessel or aircraft, report to the senior MONUC security officer or other senior member of MONUC present that they are carrying firearms and shall, upon request, surrender those firearms to MONUC for the duration of their stay on such premises or journey on such vehicle, vessel or aircraft. It is understood that the risk of damage to, or loss of, such firearms during their storage by MONUC shall lie with the Court. The Court hereby agrees to release the United Nations, including MONUC, and their officials, agents, servants and employees from any claim in respect of such damage or loss.

7. The Court shall instruct its staff/officials:

(a) To follow at all times security instructions and directives issued by or under the authority of the Special Representative of the Secretary-General for the Democratic Republic of the Congo;

(b) To comply at all times with operational directions or orders issued to them by members of MONUC while they are under their immediate protection;

(c) To comply at all times while they are on MONUC premises, are aboard MONUC vehicles, vessels or aircraft or are under the immediate protection of members of MONUC, with all MONUC instructions, directives and policies regarding the care, carriage, display and use of firearms.

8. MONUC confirms to the Court that, subject to the security of its own members, it is prepared to provide temporary shelter within MONUC premises to witnesses who are

not members of MONUC and who are cooperating with the Prosecutor in the course of his or her investigations in the event that they come under imminent threat of physical violence and present themselves at such premises and request protection.

CHAPTER V. IMPLEMENTATION

Article 18. Payments

1. MONUC shall submit invoices to the Court for the provision of services, facilities, cooperation, assistance and support under this MOU on a regular basis.
2. The Court shall make payment against such invoices within 30 (thirty) days of the date printed on them.
3. Payment shall be made in United States Dollars, either in cash or by means of bank transfer made payable to the United Nations bank account specified on the invoice concerned.

Article 19. Communications

1. MONUC and the Court or the Prosecutor, as the case may be, shall each designate official contact persons exclusively responsible:

(a) For making, receiving and responding to requests under articles 5, 7, 8, 9, 13, 14, 15 and 17 of this MOU for administrative and logistical services, the loan of items of UNOE, transportation, military support, assistance in tracing witnesses, assistance in respect of interviews, assistance in the preservation of physical evidence and the issuance of identity cards;

(b) For transmitting and receiving medical release forms under article 6, paragraph 4, of this MOU;

(c) For providing and receiving notifications regarding firearms under article 17, paragraph 5, of this MOU; and

(d) For submitting and receiving invoices and for making and receiving payments under article 18 of this MOU.

These designated official contact persons shall be the exclusive channels of communication on these matters between MONUC and the Court or the Prosecutor.

2. All requests, notices and other communications provided for or contemplated in this MOU shall be made in writing, either in English or in French.

3. All requests and communications provided for or contemplated in this MOU shall be treated as confidential, unless the Party making the request or communication specifies otherwise in writing. The United Nations, MONUC, the Court and the Prosecutor shall restrict the dissemination and availability of such requests and communications and the information that they contain within their respective organizations or offices on a strictly "need to know" basis. They shall also take the necessary steps to ensure that those handling such requests and communications are aware of the obligation strictly to respect their confidentiality.

Article 20. Consent of the Government

Until such time as MONUC and the Government may conclude an agreement by which the Government gives its written consent to MONUC providing the Court and its Prosecutor with the services, facilities, cooperation, assistance and support that are provided for in article 8, paragraphs 4 and 6, and in articles 9, 13, 14 and 15 and, when provided on the territory of the Democratic Republic of the Congo, the assistance provided for in article 11 of this MOU, it shall be the responsibility of the Court or the Prosecutor, as the case may be, to obtain the prior written consent of the Government, as provided for in those articles.

Article 21. Planning

The Court shall regularly prepare and submit to MONUC a rolling work plan for the three months ahead, indicating the nature and scope of the services, facilities, cooperation, assistance and support that it anticipates requesting from MONUC pursuant to articles 5, 7, 8, 9, 11, 13, 14 and 15 of this MOU, as well as the size, timing and duration of each of the missions that it anticipates sending to the Democratic Republic of the Congo during that time.

Article 22. Consultation

1. The Parties shall keep the application and implementation of this MOU under close review and shall regularly and closely consult with each other for that purpose.

2. The Parties shall consult with each other at the request of either Party on any difficulties, problems or matters of concern that may arise in the course of the application and implementation of this MOU.

3. Any differences between the Parties arising out or in connection with the implementation of this MOU shall be settled by consultations between the Prosecutor or the Court, as the case may be, and the Under-Secretary-General for Peacekeeping Operations or an Assistant Secretary-General for Peacekeeping Operations. If such differences are not settled by such consultations, they shall be referred to the President of the Court and to the Secretary-General of the United Nations for resolution.

Article 23. Indemnity

1. Each Party shall, at its sole cost and expense, be responsible for resolving, and shall indemnify, hold and save harmless, and defend the other Party, its officials, agents, servants and employees from and against, all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses (the "Liability"), brought by its officials, agents, servants or employees, based on, arising out of, related to, or in connection with the implementation of this MOU, unless the Liability results from the gross negligence or wilful misconduct of the other Party or of the other Party's officials, agents, servants or employees.

2. The Court shall, at its sole cost and expense, be responsible for resolving, and shall indemnify, hold and save harmless, and defend the United Nations, including MONUC, and their officials, agents, servants and employees from and against, all suits, proceedings,

claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses (the "Liability"), brought by third parties, including, but not limited, to invitees of the Court, witnesses, victims, suspects and accused, convicted or sentenced persons or any other third parties, based on, arising of, related to, or in connection with the implementation of this MOU, unless the Liability results from the gross negligence or wilful misconduct of the United Nations, including MONUC, or their officials, agents, servants or employees.

CHAPTER VI. MISCELLANEOUS AND FINAL PROVISIONS

Article 24. Assistance to MONUC

This MOU does not apply in respect of any activities that the Prosecutor might undertake, at the request of the Special Representative of the Secretary-General for the Democratic Republic of the Congo, in order to assist MONUC in conducting its own investigations into a particular matter or incident. The terms on which any such assistance is given shall be the subject of separate arrangements between the Prosecutor and MONUC.

Article 25. Final provisions

1. This MOU shall enter into force on the date of its signature by the Parties.
2. This MOU shall remain in force indefinitely, notwithstanding the eventual termination of MONUC's mandate.
3. This MOU may be modified or amended by written agreement between the Parties.
4. The annexes to this MOU are an integral part of this MOU.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have affixed their signatures, this 8 day of November 2005 at New York.

For and on behalf of the United Nations:

[Signed] JEAN-MARIE GUÉHENNO

Under-Secretary-General for Peacekeeping
Operation

For and on behalf of the Court:

[Signed] LUIS MORENO-OCAMPO

Prosecutor

[Signed] BRUNO CATHALA

Registrar

**(c) Agreement between the United Nations Organization and the
Government of the United States of America concerning the establishment of
Security for the United Nations Assistance Mission for Iraq.
New York, 8 December 2005.***

Preamble

The United Nations Organization (hereinafter the “UN”) and the Government of the United States of America (hereinafter the “USG”), referred to collectively as “the Parties” and individually as “Party”;

Noting United Nations Security Council resolutions 1483 (2003), 1500 (2003), 1511 (2003), 1546 (2004) and other relevant resolutions and the reports of the Secretary-General of the United Nations and of the representatives of the United States before the Security Council, relating to the establishment and continuing presence in Iraq of a multinational force under unified command (the Multinational Force in Iraq or MNF-I) to contribute to the maintenance of security and stability in Iraq and to provide security for the UN presence in Iraq, including the United Nations Assistance Mission for Iraq (UNAMI);

Noting that the MNF-I is presently under the unified command of the United States of America;

Noting the letter of June 5, 2004, from Secretary of State Powell to the President of the Security Council annexed to UN Security Council resolution 1546 (2004);

Recalling also the letter of November 11, 2004, from the Chargé d'affaires *ad interim* of the Permanent Mission of the United States of America to the UN in New York addressed to the Under-Secretary-General for Political Affairs of the UN and the Under-Secretary-General's reply of November 19, 2004, addressed to the Permanent Representative of the United States of America, setting out the mutual understanding of the USG and the UN of the security framework for UN personnel and facilities in Iraq, pending the conclusion of further detailed arrangements;

Recalling the Agreement between the United States of America and the United Nations Organization Concerning the Provision of Services and Commodities on a Reimbursable Basis in Support of the Operations of the United Nations Assistance Mission in Iraq, done at New York and entered into force on December 29, 2004 (“607 Agreement”);

Desiring to take steps to provide a secure environment in which the United Nations is able to fulfill its important role in facilitating Iraq's reconstruction and assisting the Iraqi people and government in the formation of institutions for representative government;

Noting the commitment of the Parties in assisting the people of Iraq and promoting the maintenance of security and stability in Iraq to act in accordance with international law; and

Recognizing the sovereign State of Iraq and its duly elected Government;

Have agreed as follows:

* Entered into force on 8 December 2005 by signature, in accordance with article VI of the Agreement.

Article I. Establishment of security

1. For the purpose of ensuring the safety and security of UN personnel in Iraq so they can effectively perform their tasks, the USG shall exercise its authority as Commander, MNF-I, including over the distinct entity under the unified command of the MNF-I with a dedicated mission to provide security for the UN presence in Iraq, including the UNAMI, to endeavor to ensure that the security tasks described in this Agreement are undertaken by the MNF-I to the extent that such tasks are determined by the Commander to be operationally feasible and consistent with operational requirements. Security surrounding designated UNAMI premises shall be established on the basis of three concentric areas of responsibility: an inner area, a middle area, and an outer area. It is envisioned that establishment of security in the foregoing areas shall be based on the following understandings:

a. The inner area or ring consists of designated UNAMI premises comprised of buildings and structures and the area immediately surrounding them up to and including the perimeter wall. Security in this area or ring shall be the responsibility of the UN.

b. The middle area or ring consists of the area immediately surrounding and controlling access to designated UNAMI premises, including approaches to such premises. The middle area shall in each case include one or more secure vehicle and personnel search areas, located a safe distance from the perimeter wall of the concerned premises. Security in this area or ring shall be the responsibility of the MNF-I. Elements of the MNF-I in the outer area shall support units assigned to the middle area, as necessary. The MNF-I shall designate a quick reaction force for this purpose.

c. The outer area or ring consists of all areas of Iraq outside of the middle and inner areas. Security in this area or ring shall be the responsibility of the MNF-I, in coordination with the Iraqi Security Forces (ISF), consistent with UN Security Council resolution 1546 (2004).

d. The MNF-I shall provide: security for movements of UN personnel outside of designated UNAMI premises, including security of non-UNAMI premises that UN personnel may visit in the course of their official duties; search and rescue services support; damage survey and control support; emergency medical support, including emergency medical evacuation services; temporary, emergency evacuation of UN personnel from UNAMI premises; explosive device disposal services, as necessary, and hostage recovery support, when requested.

e. The MNF-I and UNAMI shall develop and coordinate plans to address circumstances that might necessitate the temporary, emergency evacuation of personnel from UNAMI premises.

2. Should it be anticipated that the MNF-I will not be in the position to perform a particular task set forth in this article, or that it will only be able to do so at a substantially reduced level, because it is not operationally feasible or is inconsistent with operational requirements, the MNF-I shall, without delay, provide UNAMI with advance notification. In such an event, the MNF-I and UNAMI shall consult in accordance with paragraph 4 of article III of this Agreement concerning the prioritization of security tasks in support of UNAMI.

3. The UN shall take all necessary and appropriate steps to maintain and safeguard, preserve, and enhance the security of all UN officials and personnel present in Iraq consistent with the tasks described herein.

4. The Parties understand that, consistent with and as contemplated by UN Security Council resolution 1546 (2004), the ISF will progressively play a greater role in and will ultimately assume full responsibility for the maintenance of security and stability in Iraq. It is envisioned that the ISF will accordingly progressively assume responsibilities that are the MNF-I's under this Agreement. This assumption of responsibility will occur at such time as the ISF are deemed, by the Commander, MNF-I, in consultation with UNAMI, to be tactically capable of providing such security and related services and the ISF agree to do so.

5. For the purposes of this Agreement, "UN personnel" means:

a. The Special Representative of the Secretary-General for Iraq ("the SRSG"), officials of the United Nations assigned to serve with and persons assigned to perform missions for UNAMI in Iraq, and members of the United Nations Guard Unit established pursuant to the Security Council's decision of October 1, 2004; and

b. Officials of, and experts performing missions for, the specialized agencies and related organizations and the offices, funds and programs of the United Nations who are deployed to Iraq under the coordination of the SRSG and UNAMI and who have been cleared to travel to Iraq for that purpose by the UN Under-Secretary-General for Safety and Security.

Article II. Exchange of information

1. The Parties shall exchange in timely manner information on the security situation in Iraq, including security assessments, updates and incident reports, maps of the location of minefields and unexploded ordnance, hazard identification and analysis, route-status warnings, warnings of emergent threats, and threat analysis.

2. The Parties shall protect all classified or sensitive information that is provided by the other Party to it under this Agreement in accordance with the requirements of the providing Party so that it is given the equivalent level of protection as that given by the providing Party. UNAMI and the MNF-I are to jointly develop procedures for the communication, handling, dissemination, protection, storage and destruction of such information.

Article III. Coordination and implementation

1. The United States Department of Defense (DOD) shall carry out the provisions of this Agreement on behalf of the USG, and UNAMI shall carry out the provisions of this Agreement on behalf of the UN in close consultation and coordination with all appropriate levels.

2. MNF-I, on behalf of DOD, and UNAMI, on behalf of the UN, shall develop non-legally binding supplemental arrangements, as may be appropriate, in implementation of this Agreement including, *inter alia*, determinations related to the parameters of the inner and middle rings; measures related to minimization of risks to UN personnel during

MNF-I operations; methods, modalities and timing of notifications; and modalities related to the provision of temporary emergency evacuation services.

3. Nothing in this Agreement is intended to affect the authorities or privileges and immunities of the UN, including UNAMI, or the MNF-I, including as set forth in the UN Charter, UN Security Council resolution 1546 and other relevant resolutions. The Parties may address modalities for addressing these issues in such supplemental arrangements as may be developed under this article.

4. The SRSG and the Commander, MNF-I, or their designated representatives, shall meet regularly and upon request to review, or resolve issues arising from, the implementation of this Agreement and any supplemental arrangements as may be developed under this article. The Parties shall consult with each other without delay at the request of either Party on any difficulties or concerns that may arise in the implementation of this Agreement and any supplemental arrangements as may be developed under this article.

5. Nothing in this Agreement derogates from the Parties' obligations related to reimbursement for services and commodities requested and received under the 607 Agreement. All services and commodities provided under this Agreement that are reimbursable under the 607 Agreement shall remain reimbursable in accordance with that Agreement.

6. Should it be decided that the unified command of the MNF-I is to be transferred to the armed forces of another State or that the ISF is to assume and the MNF-I is to relinquish any of the responsibilities provided for in this Agreement as envisioned in paragraph 4 of article I, the USG shall provide as much advance notice as possible to the UN of the plans concerned.

Article IV. Claims

The USG and the UN, including UNAMI, waive all claims they may have against each other for damage to, or loss or destruction of its property or injury or death to its personnel arising out of activities undertaken pursuant to this Agreement. Claims of third parties filed against the USG or the UN, including UNAMI, for damages or loss caused by their respective personnel and arising from activities under this Agreement shall be resolved by the Party against which such claims are filed in accordance with the laws, rules, and regulations applicable to that Party.

Article V. Settlement of disputes

1. Any dispute arising under this Agreement and any supplemental arrangements developed under article III of this Agreement shall be resolved at the lowest levels, if possible. Disputes that cannot be resolved at a lower level shall be forwarded to the appropriate authorities of the MNF-I and UNAMI for resolution.

2. In the event that there is continued disagreement between the Parties, consultations shall be continued through diplomatic channels. In no case shall any dispute arising under this Agreement and any supplemental arrangements developed under article III of this Agreement be referred to a third party for resolution.

Article VI. Entry into force, termination and amendment

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

2. This Agreement shall terminate upon the occurrence of any of the following events: the USG relinquishes Command of MNF-I, or the mandate of the MNF-I contained in UN Security Council resolution 1546 and any subsequent resolutions expires or is terminated, or the MNF-I relinquishes and the ISF assumes all of the responsibilities that are the MNF-I's under this Agreement, or the Agreement is terminated by either Party upon 90 days written notice to the other Party.

3. This Agreement may be amended by the written agreement of the Parties.

4. Notwithstanding the termination of this Agreement, the obligations of the Parties pursuant to paragraph 2 of article II and article IV that arise before such termination shall continue to apply, unless otherwise agreed to in writing by the Parties.

Done at New York, this 8 day of December 2005, in duplicate.

For the United Nations Organization:

[Signed] IBRAHIM GAMBARI

Under-Secretary-General for Political Affairs

For the Government of the United States of America:

[Signed] JOHN BOLTON

Permanent Representative of the United States to the United Nations

4. International Court of Justice

Exchange of notes constituting an agreement between the Kingdom of the Netherlands and the International Court of Justice concerning the status of International Court of Justice trainees in the Netherlands.

The Hague, 14 October 2004*

I

The Hague, 14 October 2004

The Ministry of Foreign Affairs of the Kingdom of the Netherlands presents its compliments to the International Court of Justice and, with reference to the Exchange of Letters dated 26 June 1946 between the President of the International Court of Justice and the Minister for Foreign Affairs of the Netherlands as well as to the consultations between the Ministry and the Court regarding the registration of trainees who have been accepted by the Court into its traineeship programme in the Netherlands, has the honour to propose the following:

1. For the purposes of the present exchange of Notes, a "trainee" means a person who has been accepted by the International Court of Justice into its traineeship programme for the purpose of performing certain tasks for the Court without receiving salary from the Court therefor. A trainee shall in no case fall under the definition of official of the Court.

2. Within eight (8) days after first arrival of a trainee in the Netherlands, the International Court of Justice shall request the Ministry of Foreign Affairs to register the trainee in accordance with paragraph 3.

* Entered into force provisionally on 14 October 2004 and definitively on 19 April 2005, in accordance with the provisions of the letters.

3. The Ministry of Foreign Affairs shall register a trainee for the purpose of his traineeship with the Court for a maximum period of one year, provided that the Court supplies the Ministry of Foreign Affairs with a declaration signed by the trainee, accompanied by adequate proof, to the effect that:

- a) The trainee entered the Netherlands in accordance with the applicable immigration procedures;
- b) The trainee has sufficient financial means for living expenses and for repatriation, as well as sufficient medical insurance (including coverage of costs of hospitalization for at least the duration of the traineeship plus one month) and third party liability insurance, and will not be a charge on the public purse of the Netherlands;
- c) The trainee will not work in the Netherlands during his or her traineeship otherwise than as a trainee at the International Court of Justice;
- d) The trainee will not bring any family members to reside with him or her in the Netherlands other than in accordance with the applicable immigration procedures;
- e) The trainee will leave the Netherlands within 14 days after the end of the traineeship unless he or she is otherwise entitled to stay in the Netherlands in accordance with the applicable immigration legislation.

4. Upon registration of the trainee in accordance with paragraph 3, the Ministry of Foreign Affairs shall issue an identity card bearing the code ZF to the trainee.

5. The International Court of Justice shall not incur liability for damage resulting from non-fulfilment, by trainees registered in accordance with paragraph 3, of the conditions of the declaration referred to in that paragraph.

6. Trainees shall not enjoy any privileges or immunities.

7. In exceptional circumstances, the maximum period of one year mentioned in paragraph 3 may be extended once by a maximum period of one year.

8. The International Court of Justice shall notify the Ministry of Foreign Affairs of the final departure of the trainee from the Netherlands within eight (8) days after such departure, and shall at the same time return the trainee's identity card.

If this proposal is acceptable to the Court, the Ministry suggests that this Note and the Court's affirmative reply to it shall together constitute an Agreement between the Kingdom of the Netherlands and the International Court of Justice, of which the French and English texts are equally authentic and which shall be applied provisionally as from the date of such reply and which shall enter into force on the day after both Parties have notified each other in writing that the legal requirements for entry into force have been complied with.

The Ministry of Foreign Affairs of the Kingdom of the Netherlands avails itself of this opportunity to renew to the International Court of Justice the assurances of its highest consideration.

The International Court of Justice
Peace Palace
2517 KJ The Hague

II

The Hague, 14 October 2004

The International Court of Justice presents its compliments to the Ministry of Foreign Affairs of the Kingdom of the Netherlands and has the honour to acknowledge receipt of the Ministry's Note DJZ/VE-949/04 of 14 October 2004, which reads as follows:

[See note I]

The International Court of Justice has the honour to inform the Ministry of Foreign Affairs that the proposal is acceptable to the Court. The Court accordingly agrees that the Ministry's Note and this reply shall constitute an Agreement between the International Court of Justice and the Kingdom of the Netherlands, of which the French and English texts are equally authentic and which shall be applied provisionally as from the date of such reply and which shall enter into force on the day after both parties have notified each other in writing that the legal requirements for entry into force have been complied with.

The International Court of Justice avails itself of this opportunity to renew to the Ministry of Foreign Affairs of the Kingdom of the Netherlands the assurances of its highest consideration.

Ministry of Foreign Affairs
The Hague

5. United Nations Children's Fund

Basic Cooperation Agreement between the United Nations Children's Fund and the Government of the Republic of Bulgaria. Geneva, 8 November 2004.*

- I. Definitions
- II. Scope of the Agreement
- III. Programmes of cooperation and master plan of operations
- IV. UNICEF office
- V. Assignment to UNICEF office
- VI. Government contribution
- VII. UNICEF supplies, equipment and other assistance
- VIII. Intellectual property rights
- IX. Applicability of the Convention
- X. Legal status of UNICEF office
- XI. UNICEF funds, assets and other property
- XII. Greeting cards and other UNICEF products
- XIII. UNICEF officials

* Entered into force on 24 June 2005, in accordance with article XXIII.

- XIV. Experts on mission
- XV. Persons performing services for UNICEF
- XVI. Access facilities
- XVII. Locally recruited personnel assigned to hourly rates
- XVIII. Facilities in respect of communications
- XIX. Facilities in respect of means of transportation
- XX. Waiver of privileges and immunities
- XXI. Claims against UNICEF
- XXII. Settlement of disputes
- XXIII. Entry into force
- XXIV. Amendments
- XXV. Termination

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 the Republic of Bulgaria 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 Bulgaria,

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

Article I. Definitions

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

- (a) "Appropriate authorities" means central, local and other competent authorities under the law of the country;
- (b) "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;
- (c) "Experts on mission" means experts coming within the scope of articles VI and VII of the Convention;
- (d) "Government" means the Government of the Republic of Bulgaria;

(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 Republic of Bulgaria;

(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 the Government and UNICEF shall be contained in a master plan of operations to be concluded between the Government, UNICEF, 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 the Government, UNICEF 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 the Government and UNICEF 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 customs duties shall be levied on the supplies, equipment and other materials imported by UNICEF 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 the value-added 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 rendered 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 the Government and UNICEF 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 or tolls; 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.

The privileges, immunities and facilities provided under subparagraphs (d), (e), (f), and (g) above should be accorded only to internationally-recruited UNICEF officials.

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

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

(a) To import free of customs and excise duties limited quantities of certain articles intended for personal consumption in accordance with existing 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 administrative facilities necessary for the independent exercise of their functions for UNICEF as may be agreed between the Parties.

Article XVIII. Facilities in respect of communications

1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any diplomatic mission (or inter-governmental 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 12 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 Republic of Bulgaria 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 the Government and UNICEF agree that the particular claim or liability was caused by gross negligence or wilful misconduct.

Article XXII. Settlement of disputes

Any dispute between the Government and UNICEF relating to the interpretation and application of the present Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure 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, following signature, on the day after the exchange between the Parties of an instrument of ratification by the National Assembly of the Republic of Bulgaria and of an instrument constituting an act of formal confirmation by UNICEF.

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.

Done at Geneva, this 8th day of November, 2004, in duplicate in the English language, which shall be the authoritative language. A translation of the Agreement into Bulgarian will be exchanged through official channels.

For the United Nations Children's Fund:

[Signed] MARIA CALIVIS

Regional Director for Central and Eastern Europe and the Commonwealth of Independent States:

For the Government:

[Signed] H.E. DIMITER TZANTCHEV

Permanent Representative of the Republic of Bulgaria to the United Nations and the other International Organizations in Geneva

6. Office of the United Nations High Commissioner for Refugees

(a) Agreement between the Office of the United Nations High Commissioner for Refugees and the Government of the Federal Republic of Germany concerning the office of the United Nations High Commissioner for Refugees in Germany. Berlin, 1 July 2005*

The Office of the United Nations High Commissioner for Refugees (UNHCR) and the Government of the Federal Republic of Germany (host country),

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

Whereas the Statute of the Office of the United Nations High Commissioner for Refugees, adopted by the General Assembly of the United Nations with resolution 428 (V) of 14 December 1950, provides *inter alia* that the High Commissioner for Refugees, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the present 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,

* Entered into force provisionally on 1 July 2005 by signature, in accordance with article 5.

Whereas the Office of the United Nations High Commissioner for Refugees was established by the General Assembly as a subsidiary organ on the basis of Article 22 of the Charter of the United Nations and is thus an integral part of the United Nations, and therefore its status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, which was adopted by the United Nations General Assembly on 13 February 1946,

Whereas article 16 of the Statute of the Office of the United Nations High Commissioner for Refugees provides that the High Commissioner shall consult the governments of the countries of residence of refugees as to the need for appointing representatives therein, and if such a need is recognized, a representative approved by the government of that country may be appointed,

Whereas the Office of the United Nations High Commissioner for Refugees has been active in the Federal Republic of Germany since 26 September 1951, where personnel of the Office have been granted unimpeded access at any time to refugees and other persons coming within its mandate, thereby enabling the Office of the United Nations High Commissioner for Refugees to fulfil its mandate, and where the Office has maintained a representation at the Federal Office for the Recognition of Foreign Refugees ever since the latter was established in 1953,

have agreed as follows:

Article 1. Definitions

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

a) “UNV Headquarters Agreement” means the Agreement of 10 November 1995 between the United Nations and the Federal Republic of Germany concerning the Headquarters of the United Nations Volunteers Programme and the Exchange of Notes of the same date between the Administrator of the United Nations Development Programme and the Head of the Permanent Mission of the Federal Republic of Germany to the United Nations concerning the interpretation of certain provisions of the Agreement.

b) “UNHCR office” means all offices and premises, installations and facilities, that are held and used by the UNHCR in the host country.

c) “UNHCR officials” means all persons who are employed by the UNHCR on the basis of the Staff Regulations and Rules of the United Nations, with the exception of those who are recruited locally and assigned to hourly rates, as provided in resolution 76 (1) of the General Assembly of the United Nations of 7 December 1946.

Article 2. Purpose and scope of the Agreement

This Agreement shall regulate matters relating to or arising out of the application *mutatis mutandis* of the UNV Headquarters Agreement to UNHCR and which concern the UNHCR office in the host country.

Article 3. Application of the UNV Headquarters Agreement

(1) The UNV Headquarters Agreement is to apply *mutatis mutandis* to UNHCR.

(2) The terms in the UNV Headquarters Agreement listed in subparagraphs (a) to (d) below are to be read as follows:

- (a) “The UNV” or “the programme” means UNHCR;
- (b) “The Executive Coordinator” means the UNHCR official who heads the UNHCR office in the host country;
- (c) “The Headquarters district” means the UNHCR offices as defined in article 1 (b) above;
- (d) “Officials of the Programme” means the UNHCR officials as defined in article 1 (c) above.

Article 4. Legal capacity

- (1) UNHCR shall possess in the host country legal capacity, in particular the capacity
 - To contract,
 - To acquire and dispose of movable and immovable property,
 - To institute legal proceedings.
- (2) For the purpose of this article, UNHCR shall be represented by the UNHCR official who heads the UNHCR office in the host country.

Article 5. Final provisions

- (1) This Agreement shall enter into force on the day following the date of receipt of the last of the notifications by which the Parties will have informed each other of the completion of their respective formal requirements. It shall be provisionally applied as might be necessary from the date of its signature until the formal requirements for entry into force mentioned in the first sentence above have been fulfilled.
- (2) This Agreement may be amended by mutual consent at any time at the request of either Party.
- (3) The present Agreement shall cease to be in force twelve months after either of the Parties gives notice in writing to the other of its intention to terminate the Agreement. This Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of UNHCR’s activities in the host country and the disposition of its property therein, and the resolution of any disputes between the Parties to this Agreement.
- (4) All disputes between the Parties arising out of or relating to this Agreement are to be settled in accordance with the procedure set out in article 26 (2) of the UNV Headquarters Agreement.

Done at Berlin on 1 July 2005 in duplicate in the English and the German languages, both texts being equally authentic.

For the Office of the United Nations High
Commissioner for Refugees

[Signed]

For the Government of the Federal Republic of Germany

[Signed]

(b) Agreement between the Office of the United Nations High Commissioner for Refugees and the Government of the Democratic Socialist Republic of Sri Lanka. Colombo, 7 December 2005*

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 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 by the government of that country,

WHEREAS the Office of the United Nations High Commissioner for Refugees and the Government of the Democratic Socialist Republic of Sri Lanka wish to establish the terms and conditions under which the Office, within its mandate with regard to refugees, and also at the express request of the Government of the Democratic Republic of Sri Lanka with regard to offering protection and relief to internally displaced persons, shall be represented in the country,

NOW THEREFORE, the Office of the United Nations High Commissioner for Refugees and the Government of the Democratic Socialist Republic of Sri Lanka, in spirit of friendly cooperation, have entered into this Agreement.

Article I. Definitions

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

(a) "UNHCR" means the Office of the United Nations High Commissioner for Refugees.

* Entered into force on 7 December 2005 by signature, in accordance with article XVI.

- (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 Democratic Socialist Republic of Sri Lanka.
- (d) “Host Country” or “Country” means the Democratic Socialist Republic of Sri Lanka.
- (e) “Parties” means UNHCR and the Government.
- (f) “General Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946.
- (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 or 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 (1).
- (j) “Experts on mission” means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR.
- (k) “Persons performing services on behalf of UNHCR” means natural and juridical persons and their employees, other than nationals of the host country, retained by UNHCR to execute or assist in the carrying out of its programmes.
- (l) “UNHCR personnel” means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.

Article II. Purpose of this Agreement

This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government open and/or maintain an office or offices in the country, and carry out its international protection and humanitarian assistance functions in favour of refugees, asylum-seekers and internally displaced persons.

This Agreement shall also apply to UNHCR funded projects to be implemented by the Government, as provided in article III, paragraph 3 below.

Article III. Cooperation between the Government and UNHCR

1. Cooperation between the Government and UNHCR in the field of international protection of, and humanitarian assistance to, refugees, asylum-seekers and internally displaced persons, 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 articles 2

of the Protocol relating to the Status of Refugees of 1967 (attached as annexes I, II and III* to the present Agreement), and in accordance with the United Nations Guiding Principles for the Internally Displaced.

2. The UNHCR office shall maintain consultations and cooperation with the Government with respect to the preparation and review of projects for refugees, asylum-seekers and internally displaced persons.

3. For any UNHCR-funded projects to be implemented by the Government, the terms and conditions including the commitment of the Government and the High Commissioner with respect to the furnishing of funds, supplies, equipment and services or other assistance for refugees shall be set forth in project agreements to be signed by the Government and UNHCR.

4. The Government shall at all times grant UNHCR personnel unimpeded access to refugees, asylum-seekers and internally displaced persons, 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 establishes and maintains an office or offices in the country for providing international protection and humanitarian assistance to refugees, asylum-seekers and internally displaced persons.

2. The UNHCR office will exercise functions as assigned by the High Commissioner, in relation to his mandate, 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 categories of officials and the names of the officials included in these categories, and of other personnel assigned to the office in the country, shall be communicated to the Government periodically, normally on a quarterly basis, unless the Government requests an earlier communication.

3. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided by the Government with a special identity card certifying their status under this Agreement.

4. UNHCR may designate officials to visit the country for purposes of consulting and cooperating with the corresponding officials of the Government or other parties involved in refugee work in connection with: (a) the review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes; (b)

* The annexes are not published herein. For the text of the Statute of UNHCR, see General Assembly resolution 428 (V) of 14 December 1950; for the text of the Convention relating to the Status of Refugees, 1951, see United Nations, *Treaty Series*, vol. 189, p. 137; for the text of the Protocol relating to the Status of Refugees, 1967, see United Nations, *Treaty Series*, vol. 606, p. 267.

the shipment, receipt, distribution or use of the supplies, equipment, and other materials, furnished by UNHCR; (c) seeking permanent solutions for the problem of refugees, asylum-seekers and internally displaced persons; 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 such measures as may be necessary to facilitate the implementation of UNHCR humanitarian programmes by UNHCR officials/experts on missions and persons performing services on behalf of the UNHCR and shall also ensure that regulations or other legal provisions will not prejudice the 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, asylum-seekers and internally displaced persons in the country. Such measures shall include the authorization to operate, in accordance with applicable procedures and free of licensing fees, UNHCR radio and other telecommunications equipment; the grant of air traffic rights and exemption of landing charges and royalties for aircraft engaged in emergency relief cargo transportation, transportation of refugees and/or UNHCR personnel. The exemption of royalties will apply to landing, parking and over-flying charges only.

2. The Government shall facilitate to the extent possible that the UNHCR office is supplied with the necessary public services and that such public services are supplied on terms not less favourable than those accorded to the United Nations Development Programme in Sri Lanka.

3. 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.

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 General Convention (attached as annex IV* to the present Agreement). The Government also agrees to grant UNHCR and its personnel such additional privileges and immunities as may be mutually determined to 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 and its personnel the privileges, immunities, rights and facilities provided in articles VIII to X 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.

* The annex is not published herein. For the text of the Convention, see United Nations, *Treaty Series*, vol. 1, p. 15, and vol. 90, p. 327 (corrigendum to vol. 1).

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 untaxed charges for public utility services;

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

(c) Customs duties and prohibitions and restrictions in respect of the import and export of its publications.

5. The import or supply of goods and services to UNHCR and international officials as defined in article X.1. below will be exempted from Value Added Tax (VAT) as granted under Protocol Note Verbale Number PR/POL/OI dated 4 June 2002, and from other duties or taxes afforded to diplomatic missions.

6. Any materials imported, exported or purchased in the country by UNHCR either directly or by an international implementing partner duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance to refugees, and provided the consignee remains UNHCR, shall be exempt from customs duties, prohibitions and restrictions as well as from direct or indirect tax.

7. UNHCR shall not be subject to any financial controls, regulations or moratoria and may freely:

(a) Acquire from authorised commercial agencies, hold and use negotiable currencies, maintain foreign-currency accounts, and acquire through authorised 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 matters 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 telecommunication equipment, including satellite communications systems, on networks using the frequencies allocated by or coordinated with the competent national authorities under the applicable International Telecommunications Union's regulations and norms currently in force.

Article X. UNHCR officials

1. The UNHCR Representative shall enjoy, while in the country, in respect of himself, spouse and dependents, the privileges and immunities, exemptions and facilities normally accorded to diplomatic envoys. For this purpose the Ministry of Foreign Affairs shall include his name 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 official luggage;
- (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 the UN/UNHCR;
- (g) Prompt clearance and issuance, without cost, of visas, licences or permits, if required, and free movement within, to or from the country to the extent necessary for the carrying out of UNHCR's international protection and humanitarian assistance programmes;
- (h) The same privileges in respect of exchange facilities as are accorded to officials of comparable rank forming part of the UNDP office in Sri Lanka;
- (i) 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;
- (j) The right to import:
 - (i) Within 6 months of first taking up their post in Sri Lanka, free of duty, taxes and other levies, prohibitions and restrictions on imports, their furniture, appliances, and other effects including automobiles and other articles for personal use and consumption and not for gift or sale. Any goods and articles imported under such exemption shall normally be re-exported and shall not be sold within Sri Lanka, except with the prior permission of and subject to such terms as may

be agreed upon with the Government. If sold within Sri Lanka, such goods and articles will be liable to normal duties and taxes, and;

- (ii) After first taking up their posts in Sri Lanka, free of duty, taxes and other levies, and without prohibition and restrictions on imports, reasonable quantities of food stuff and other articles for personal use and consumption and not for gift or sale, in accordance with applicable procedures and existing rules as established between the Government and the UNDP.

3. UNHCR officials who are nationals of, or permanent residents in the host country, shall enjoy those privileges and immunities provided for in the General 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 assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, regulations and rules and the applicable laws and regulations of Sri Lanka.

Article XII. Experts on mission

1. Experts performing missions for UNHCR shall be accorded such facilities, privileges and immunities as are necessary for the independent exercise of their functions. In particular they shall be accorded:

- (a) Immunity from personal arrest or detention;
- (b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed on missions for UNHCR;
- (c) Inviolability for all papers and documents;
- (d) For the purpose of their official communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags;
- (e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (f) The same immunities and facilities including immunity from inspection and seizure in respect of their personal baggage as are accorded to diplomatic envoys.

Article XIII. Persons performing services on behalf of UNHCR

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 General 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. 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 XV. 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 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 of the appointment of two arbitrators the third arbitrator has not be 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 XVI. General provisions

1. This Agreement shall enter into force on the date of its signature by both Parties and shall continue to be in force until terminated under paragraph 5 of this article.

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, and the Government of the Democratic Republic of Sri Lanka's request for UNHCR's support on behalf of internally displaced persons, 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.

6. This Agreement supersedes and replaces the Memorandum of Understanding between UNHCR and the Government signed on 31 August of 1987.

IN WITNESS THEREOF 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.

Done at Colombo this 7th day of December 2005.

For the Office of the United Nations High Commissioner for Refugees	For the Government of the Democratic Socialist Republic of Sri Lanka
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[Signed]

[Signed]

7. Office of the United Nations High Commissioner for Human Rights

Agreement between the United Nations High Commissioner for Human Rights and the Government of the Kingdom of Nepal concerning the establishment of an Office in Nepal. Geneva and Kathmandu, 8 and 10 April 2005*

The United Nations High Commissioner for Human Rights (hereinafter: the "OHCHR" or the "High Commissioner") and the Government of the Kingdom of Nepal (hereinafter "His Majesty's Government"),

Reaffirming the purposes and principles of the Charter of the United Nations, in particular international cooperation in promoting and encouraging respect for human rights,

Recognizing the importance of observing the Universal Declaration of Human Rights, the International Covenant on Civil and Political Rights, the International Covenant on Economic, Social and Cultural Rights and other international human rights instruments,

Considering the commitment undertaken by the Kingdom of Nepal, in signing and ratifying international human rights treaties, in extending invitations to the mechanisms of the Commission on Human Rights, and in implementing the recommendations made to it by the treaty bodies and special mechanisms of the Commission on Human Rights,

Considering also the reaffirmation of these commitments by the His Majesty's Government in its declaration of 26 March 2004 entitled "His Majesty's Government's Commitment on the Implementation of Human Rights and International Humanitarian Law",

Bearing in mind the interest of His Majesty's Government to establish an OHCHR Office in Nepal, with a mandate to assist the Nepalese authorities in formulating and implementing policies and programmes for the promotion and protection of human rights, and to monitor developments in the country's human rights situation, including the observance of international humanitarian law, and submit to the High Commissioner and, through her, to the Commission on Human Rights and the General Assembly, analytic reports on the human rights situation in Nepal, including the observance of international humanitarian law, and an overview of activities carried out by the OHCHR in Nepal,

* Entered into force provisionally on 10 April 2005 by signature, in accordance with article XXII.

Bearing in mind the mandate conferred on the High Commissioner by the General Assembly of the United Nations in its resolution 48/141 of 20 December 1993, in promoting and protecting human rights,

Noting the Memorandum of Understanding between the United Nations High Commissioner for Human Rights and His Majesty's Government of Nepal concerning technical assistance to the National Human Rights Commission of Nepal signed on 13 December 2004,

Considering that the Office contemplated in this Agreement would have significant potential in promoting and protecting fundamental human rights, as well as facilitating the implementation of human rights commitments undertaken by His Majesty's Government, including those contained in the international human rights treaties signed and ratified by Nepal,

Have agreed as follows:

Article I. Definitions

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

(a) "Office" means the Office of the United Nations High Commissioner for Human Rights in Kathmandu, and any other sub-offices which may be established in Nepal, in consultation with His Majesty's Government;

(b) "His Majesty's Government" means the Government of the Kingdom of Nepal;

(c) "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 and to which Nepal is party since 28 September 1965;

(d) "Parties" means the United Nations and the Government of the Kingdom of Nepal;

(e) "Head of the Office" means the United Nations official in charge of directing and supervising, on behalf and under the authority of the High Commissioner, the activities of the Office;

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

(g) "Experts on missions" means individuals, other than officials of the United Nations, performing missions for OHCHR within the scope of article VI of the Convention;

Article II. Purpose and territorial scope of the Agreement

The purpose of this Agreement is to establish the Office of the High Commissioner in Nepal, regulate the status of the Office and its personnel, and facilitate its activities in cooperation with the His Majesty's Government.

Article III. Application of the Convention

The Convention shall be applicable to the Office, its property, funds and assets and to its officials and experts on missions in Nepal.

Article IV. Mandate, general objectives and standards for operation of the Office

1. In accordance with its mandate set out in General Assembly resolution 48/141 of 20 December 1993 and this Agreement, the Office shall monitor the observance of human rights and international humanitarian law, bearing in mind the climate of violence and the internal armed conflict in the country, with a view to advising the authorities of Nepal on the formulation and implementation of policies, programmes and measures for the promotion and protection of human rights in Nepal, and the submission by the High Commissioner of analytic reports to the Commission on Human Rights, the General Assembly, and the Secretary-General. The Office shall provide advisory services and support in the areas of its competence to representatives of civil society, human rights non-governmental organizations and individuals.

2. The activities of the Office shall be guided by the following standards:

(a) All activities of the Office shall be aimed at fulfilling its mandate and achieving its objectives;

(b) The Office shall function, subject at all times to the provisions of the present Agreement, as a centre for consultations and dialogue, promoting a climate of trust in all sectors involved in and concerned by human rights issues and maintaining contact and coordination with the national Government;

(c) The Office shall act with discretion and shall be guided, in its relations with all sectors involved in the areas of its competence, by the principles of the United Nations, including impartiality, independence, objectivity and transparency.

Article V. Functions of the Office

1. The Office shall have the following functions as prescribed by its mandate, which shall be exercised under the authority of the High Commissioner:

(a) Monitor the situation of human rights and observance of international humanitarian law, bearing in mind the climate of violence and the internal armed conflict in the country, including investigation and verification through the deployment of international human rights officers throughout the country as required;

(b) Engage all relevant actors, including non-state actors, for the purpose of ensuring the observance of relevant international human rights and humanitarian law;

(c) Inform the competent authorities on human rights violations and other abuses in cases where it believes that domestic legal procedures applied by the competent national authorities are not consistent with those set forth in international instruments, and/or in cases where no or insufficient action has been taken and formulate recommendations with a view to possible preventive or remedial action by national authorities where the Office deems that the circumstances so require. To this end, the Office shall receive any information from any source, be it particular, private, public or official on these matters, which it could find relevant; the identity of the authors of the information may be kept confidential.

The Office may also recommend and promote measures to protect the authors of the information it receives, the victims and witnesses to the facts alleged therein. The Office shall counsel and encourage persons submitting information to it to bring any charges before the competent authorities as expeditiously as possible;

(d) Without prejudice to the autonomy of the Office to establish such contacts as it considers necessary to carry out its activities, the Office shall maintain constant communication with all competent government agencies, both civil and military, and with civil society organizations for the promotion and defence of human rights, with a view to observing and ensuring the independent and impartial follow-up of the human rights situation, taking into account the national context. To that end, the Office shall agree with His Majesty's Government and with the competent State entities on the design and implementation of permanent mechanisms for communication, consultation and dialogue with the above-mentioned sectors;

(e) Advise the executive branch on the overall definition and in particular the implementation of human rights policies. Advice will also be provided to the legislative and judicial branches of His Majesty's Government with a view to ensuring that all human rights legislation and judicial decisions are consistent with the relevant international instruments and commitments;

(f) Advise representatives of civil society and individuals on all matters related to the promotion and protection of human rights, including the use of national and international protection mechanisms;

(g) Advise and assist the National Human Rights Commission in the discharge of its statutory mandate, including promotion, protection and reporting, as per the Human Rights Act of 1997 and His Majesty's Human Rights Commitment of 26 March 2004;

(h) Advise State and non-governmental entities on human rights education programmes and appropriate professional training programmes;

(i) Advise the United Nations Resident Coordinator and the Country Team on human rights protection and capacity-building in support of the peace process and development programming and coordinate human rights promotion and protection activities of the United Nations Country Team in Nepal;

(j) Ensure that the recommendations and decisions of the human rights bodies of the United Nations and other international organizations are taken into account by those government entities which have authority and responsibilities in that area, and advise them on the adoption of specific measures for their implementation;

2. The Office shall inform His Majesty's Government regularly of any concerns and assessments it has with regard to issues covered by its mandate with a view to encouraging dialogue on those issues and eliciting His Majesty's Government's views on them. The Office shall issue public reports and statements as and when determined by the High Commissioner for Human Rights.

3. The Office shall report to the High Commissioner on the activities it carries out pursuant to its mandate and functions, any conditions which have facilitated or impeded its work, commitments and subsequent measures undertaken by His Majesty's Government and recommendations on future actions.

4. The High Commissioner shall submit detailed and analytic public reports to the Commission on Human Rights of the United Nations as well as to the Secretary-General and the General Assembly, on the observance of human rights and international humanitarian law in Nepal, as well as an overview of activities carried out by the OHCHR in Nepal. It shall also make such comments and recommendations as it deems appropriate. For the purposes of implementing their respective mandates, the High Commissioner shall make the relevant information gathered by the Office available to the monitoring bodies for those human rights treaties to which Nepal is a party and to other United Nations human rights mechanisms and programmes.

The conclusions of the Office shall be based on an analysis and evaluation of elements concerning the facts and responsibility. Those conclusions and its recommendations shall be the results of the observation prescribed by its mandate and shall be aimed at encouraging the relevant actors to act in conformity with international human rights instruments and international obligations, including both human rights and humanitarian law. The High Commissioner shall share the report with His Majesty's Government for informative purposes, prior to its submission to the Commission on Human Rights.

5. His Majesty's Government may give its opinion of the reports of the High Commissioner referred to in the preceding paragraph, making any observations it deems appropriate on its content, which the High Commissioner will transmit to the Commission on Human Rights.

6. His Majesty's Government shall make every effort to ensure that government institutions, including the National Human Rights Commission, receiving cooperation and advisory services from the Office are provided with sufficient resources to implement their mandate and the recommendations formulated by the Office. In this respect, the independence and integrity of the National Human Rights Commission will be safeguarded, in conformity with the Paris Principles adopted by the General Assembly in 1993.

7. His Majesty's Government shall make every effort to disseminate the Office's mandate and its statements and reports to all its officials, including the security forces, with a view to promoting cooperation by State authorities and institutions and to effectively contributing to the full implementation of the Office's mandate.

8. His Majesty's Government shall make every effort to respond to inquiries by the Office, and take prompt remedial action to ensure compliance with Nepal's international human rights and humanitarian law obligations.

Article VI. Status of the Office

1. The headquarters of the Office shall be located in Kathmandu, with Sub-offices to be established in other locations in Nepal. The size of the Office and its staffing levels, in terms of international and national staff, shall be at the discretion of the High Commissioner for Human Rights, bearing in mind the views of His Majesty's Government.

2. The Office, its property, funds and assets wherever located and by whomever held, shall enjoy immunity from every form of legal process, except insofar as in any particular case, the Secretary-General of the United Nations has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

3. The premises of the Office shall be inviolable. The property, funds and assets of the Office, wherever located and by whomever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

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

5. The appropriate authorities shall not enter the Office premises, except with the express consent of the Head of the Office and under conditions agreed to by him or her.

Article VII. Funds, assets and other property

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

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

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

(c) Shall enjoy the most favourable, legally available rate of exchange for its financial transactions.

Article VIII. Exemption from taxation

1. The Office, its funds, assets, income and other property shall:

(a) Be exempt from all direct taxes. It is understood, however, that the Office will not claim exemption from taxes which are, in fact, charges for public utility services;

(b) Be exempt from customs duties and prohibitions and restrictions on articles imported or exported by the Office for its official use. It is understood, however, that articles imported under such exemptions will not be sold in Nepal except under conditions agreed upon with His Majesty's Government;

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

Article IX. Communications

1. The Office shall enjoy, in respect of its official communications, communications facilities not less favourable than those accorded by His Majesty's Government to any diplomatic mission or other intergovernmental organization in matters of establishment and operation, priorities, charges on mail, cables, telegrams, radiograms, telephotos, telephone and other communications, as well as rates for information to the press and radio.

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

Article X. Officials of the Office

1. Officials of the Office 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 the Office;

(b) Be immune from inspection and seizure of their baggage;

(c) Be exempt from taxation on the salaries and emoluments paid to them by the United Nations;

(d) Be exempt from national service obligation;

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

(f) Be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable ranks forming part of the diplomatic missions accredited to His Majesty's Government;

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

(h) 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 Nepal.

2. Officials of the Office, except for those who are Nepalese nationals or permanent residents shall also be entitled to:

(a) Import free of custom and excise duties limited quantities of certain articles intended for personal use or consumption and not for gift or sale;

(b) Import or acquire in Nepal a motor vehicle free of customs and excise duties, including value-added tax, in accordance with existing regulations of Nepal applicable to members of diplomatic missions of comparable ranks.

3. In addition to the privileges and immunities specified above, the Head of the Office, if he or she is not of Nepalese nationality, shall be accorded in respect of himself or herself, his or her spouse and minor children, the privileges and immunities, exemptions and facilities normally accorded to Heads of international missions. The name of the Head of the Office shall be included in the diplomatic list by the Ministry of Foreign Affairs of Nepal.

Article XI. Experts on missions

1. Representatives of OHCHR on temporary mission to Nepal and other persons on business of the Office shall be granted the privileges, immunities and facilities specified in article VI, sections 22 and 23 and article VII, section 26, of the Convention.

Article XII. Personnel recruited locally and assigned to hourly rates

1. Personnel recruited in Nepal and assigned to hourly rates shall be accorded immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity.

Article XIII. Waiver of immunity

1. The privileges and immunities accorded under the present Agreement are granted in the interests of OHCHR, 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 articles X, XI and XII in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of OHCHR.

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

Article XIV. Freedom of movement and access to relevant information

1. The staff of the Office shall enjoy freedom of entry into, exit from, and movement throughout Nepal. His Majesty's Government shall facilitate freedom of movement in areas of restricted access in coordination with the competent authorities. Freedom of movement shall include the following prerogatives, exercised in accordance with the mandates of the Office:

(a) Access to all prisons, detention centres and places of interrogation, without prior notice. Officials of the Office shall have the option of meeting in private with any detained person or anyone held in those places, in accordance with the provisions of article V, paragraph 1 (a);

(b) Access to the central and local authorities of all sectors of His Majesty's Government, including the police and security forces as well as the National Human Rights Commission;

(c) Direct and unsupervised contacts with individuals, representatives of non-governmental sectors, private institutions, hospitals and medical centres, and the mass media;

(d) Access to such official documents and material as may be needed for the proper discharge of the activities of the Office, except for those documents containing privileged information, and as stipulated by the Constitution of the Kingdom of Nepal.

Article XV. Laissez-passer

1. His Majesty's Government shall recognize and accept the United Nations *laissez-passer* issued to officials of the Office as a valid travel document equivalent to a passport.

2. In accordance with the provisions of section 26 of the Convention, His Majesty's Government shall recognize and accept the United Nations certificates issued to persons travelling on business of OHCHR.

3. His Majesty's Government agrees to issue any required visas for such certificates or *laissez-passer*.

Article XVI. Flags, emblems and distinctive signs

1. The Office may fly or display the United Nations flag and/or emblems on its premises, official vehicles and in any other manner agreed upon by the Parties.

Article XVII. Identification

1. At the request of the Head of the Office, His Majesty's Government shall issue to the staff of the Office appropriate identity documents certifying that, as staff members of the Office, they enjoy privileges and immunities as well as freedom of movement and access to relevant information as required in the course of their duties.

2. Staff members of the Office shall show, but not surrender, their identity documents to any authorized Government official upon request.

3. Upon the termination of the functions of a staff member of the Office or upon his transfer, the Office shall ensure that his identity documents are promptly returned to His Majesty's Government.

Article XVIII. Government undertakings

1. His Majesty's Government shall provide to the Office and its staff throughout Nepal such security as is required and requested for the effective performance of their activities. To this end, the appropriate authorities shall ensure the security and protection of the Office and staff, and exercise diligence to ensure that the tranquillity of the Office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

2. His Majesty's Government undertakes to respect the status of the Office and its staff, and to ensure that anyone associated with the Office is not subjected in any way to abuses, threats, reprisals or legal prosecution by reason of their status.

3. In all those cases where this Agreement refers to the privileges, immunities and rights of the Office and its staff, as well as to the facilities that His Majesty's Government undertakes to grant, the Government shall ensure that the competent local authorities respect such privileges, immunities and rights and grant the facilities mentioned.

4. His Majesty's Government shall use all the official media to widely publicize this Agreement to the population in general and to the national and departmental civilian, military and police authorities in particular. It shall also inform the competent authorities of the recommendations made by the Office in order for domestic legal procedures applied by these authorities to be consistent with those set forth in international instruments.

Article XIX. Settlement of disputes

1. Any dispute between the Office and His Majesty's Government relating to the interpretation and application of the present Agreement or any other supplementary 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 arbi-

trator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for 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 XX. Liaison with the Government

His Majesty's Government shall designate a high-level liaison entity with decision-making capacity responsible for communications with the Office for all matters relating to the activities of the Office.

Article XXI. Supplementary agreements

The High Commissioner and His Majesty's Government may conclude agreements supplementary to this Agreement.

Article XXII. Final provisions

1. This Agreement shall apply provisionally from the date of its signature, and enter into force on the date that His Majesty's Government notifies the United Nations High Commissioner for Human Rights on the fulfilment of its internal procedures to that effect. It supersedes and annuls the Memorandum of Understanding between the United Nations High Commissioner for Human Rights and His Majesty's Government of Nepal concerning technical assistance to the National Human Rights Commission of Nepal signed on 13 December 2004,

2. This Agreement shall be for two years. The Parties may extend its validity for two-year periods through the exchange of written communications expressing their desire to that effect. Such communications shall be sent no later than 90 days prior to the end of the two-year period referred to in this paragraph.

3. The present agreement shall cease to be in force six months after either of the Parties has notified the other of its decision to terminate the Agreement, except as regards the normal cessation of the Office activities in the country and the disposal of its properties and assets.

Done at Geneva, on ____ 2005, in two original copies in the English language.

[Signed]

Minister of Foreign Affairs
Kingdom of Nepal
Kathmandu
10 April 2005

[Signed]

United Nations High Commissioner
for Human Rights
Geneva
8 April 2005

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

During 2005, the following State acceded to the Convention.**

<i>State</i>	<i>Date of receipt of instrument of accession</i>	<i>Specialized agencies</i>
Latvia	19 December 2005	ILO, FAO, ICAO, UNESCO, IMF, IBRD, WHO, UPU, ITU, WMO, IMO, IFC, IDA, WIPO, IFAD

As at 31 December 2005, there were 111 States parties to the Convention.

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

<i>State</i>	<i>Date of receipt of instrument of application</i>	<i>Specialized agencies</i>
Guatemala	26 January 2005	IFC
Japan	15 August 2005	WIPO

2. International Labour Organization

Provisional Agreement between the Government of the Federal Democratic Republic of Ethiopia and the International Labour Organization concerning the Regional Office of the Organization in Addis Ababa***

Whereas the Government of Ethiopia and the International Labour Organization entered into an Agreement on 8 September 1997 (hereinafter: “the 1997 Agreement”) concerning the establishment of the Office of the Organization in Addis Ababa (hereinafter “the Office”), updating the previous Agreement dated 10 December 1964,

Whereas Article 10, paragraph 3 of the 1997 Agreement provides that it may be modified by mutual consent,

Whereas it has been agreed between the Parties that the 1997 Agreement should be provisionally complemented and amended, as appropriate, to take into account the provi-

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

** For the list of the States parties, see *Multilateral Treaties Deposited with the Secretary-General* (United Nations publication, Sales No. E.06.V.2, ST/LEG/SER.E/24), vol. I, chap. III.

*** Entered into force on 7 September 2005, by signature, in accordance with article 6. International Labour Office, *Official Bulletin*, vol. LXXXVIII, 2005 Series A, No. 3 pp. 108-109.

sional transfer to Addis Ababa of the International Labour Organization's Regional Office for Africa, without prejudice to more favourable treatment which may be granted in the light of the practice followed for other international Organizations in Ethiopia,

Whereas the International Labour Organization staff to be provisionally transferred is composed by the Director of the Organization's Regional Office for Africa, the Deputy Director and administrative and technical personnel;

The Government of the Federal Democratic Republic of Ethiopia (hereinafter "the Government") and the International Labour Organization (hereinafter "the Organization") have agreed as follows:

Article 1. Scope

This provisional Agreement complements and amends, as appropriate, 1997 the Agreement. For all matters not referred to in this provisional Agreement, the 1997 Agreement shall continue to apply including, *mutatis mutandis*, to the Regional Office. This Agreement shall not narrow the effect of the other.

Article 2. Communications

1. The Organization shall enjoy treatment for its official communications and telecommunications equal to that accorded by the Government to any other United Nations organization or any other international organizations in Ethiopia.

2. The official communications and correspondence of the Organization shall be inviolable. The Government shall not apply any censorship to the Organization's communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, film and sound recordings, and electronic mail.

3. The Organization shall have the right 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 grant the Organization treatment not less favourable than that accorded to diplomatic missions in the matter of priorities, rates and taxes on mail cables and radio-telegrams and press rates for information to the press, radio and Internet.

Article 3. Freedom from taxation

1. With respect to all official activities, the Organization and its property shall be exempt from all forms of direct taxation; it is understood, however, that no claim of exemption shall be made from taxes which are, in fact, no more than charges for public utility services.

2. The Organization shall be exempt from value added tax levied against goods and services to be used for official purposes.

3. The Organization shall be exempt from customs duties and all other levies, prohibitions and restrictions on goods imported or exported by it for its official purposes; it is understood however, that articles imported under such exemption, if needed to be

sold, transferred or disposed of in Ethiopia, this shall be done in accordance with the law operating in Ethiopia.

Article 4. Privileges and immunities

The Government shall accord to the Director of the Organization's Regional Office for Africa, including any official acting on his or her behalf during his or her absence from duty, his or her spouse and minor children the same privileges and immunities, exemptions and facilities as are accorded in international law and practice to diplomatic representatives of comparable rank. The Deputy Director of the Organization's Regional Office for Africa shall enjoy the same privileges and immunities accorded by the Government to members of diplomatic missions of comparable rank.

Article 5. Most favoured organization

The ILO shall enjoy treatment no less favourable than that accorded by the Government to any other international organization in Ethiopia.

Article 6. Final provisions

1. This provisional Agreement shall enter into force upon its signature and shall remain in force as long as the Organization's Regional Office for Africa shall be established in Ethiopia.

2. This agreement may be modified by mutual consent. Each party shall give full and sympathetic consideration to any request for such modification.

In witness whereof the undersigned, duly authorized representatives of the Government and the Office, respectively, have, on behalf on both parties, signed the present Agreement.

Done at Geneva, this 7 September 2005, in duplicate, in the English language, both texts being equally authentic.

For the Government of the Federal Democratic Republic of Ethiopia

[Signed] FISSEHA YIMER

Ambassador Plenipotentiary and Extraordinary,

Permanent Representative of the Federal Democratic Republic of Ethiopia to the United Nations Office in Geneva and other international organizations in Switzerland

For the International Labour Organization

[Signed] PATRICIA O'DONOVAN

Executive Director

3. United Nations Food and Agriculture Organization

(a) Agreements based on the standard “Memorandum of Responsibilities” in respect of Food and Agriculture Organization sessions

Agreements concerning specific sessions held outside the Food and Agriculture Organization (FAO) headquarters, containing provisions on privileges and immunities of FAO and participants similar to the standard “Memorandum of Responsibilities” text,¹ were concluded in 2005 with the Governments of the following countries acting as hosts to such sessions: Albania, Austria, Brazil, Canada,* Costa Rica, Ecuador, Ethiopia, Germany,* Italy, Japan,* the Libyan Arab Jamahiriya, Malaysia, Morocco, the Netherlands,* Peru, Slovakia, the Sudan, the United Republic of Tanzania, Tunisia, Turkey, Viet Nam and Zimbabwe.

(b) Agreements based on the standard “Memorandum of Responsibilities” in respect of seminars, workshops, training courses and other meetings

An agreement concerning specific training activities containing provisions on privileges and immunities similar to the standard “Memorandum of Responsibilities” text¹ was concluded in 2005 with the Government of Canada.*

4. United Nations Educational, Scientific and Cultural Organization

For the purpose of holding international conferences on the territory of member States, the United Nations Educational, Scientific and Cultural Organization (UNESCO) concluded various agreements that contained the following provisions concerning the legal status of the Organization:

Privileges and immunities

The Government of [name of the State] shall apply, in all matters relating to this meeting, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations as well as annex IV thereto to which it has been a party from [date].

In particular, the Government shall not place any restriction on the entry into, sojourn in, and departure from the territory of [name of the State] of all persons, of whatever nationality, entitled to attend the meeting by virtue of a decision of the appropriate authorities of UNESCO and in accordance with the Organization’s relevant rules and regulations.

¹ Published in *United Nations Juridical Yearbook*, 1972 (United Nations publication, Sales No. E.74.V.1), page 33.

* Certain departures from the standard text or amendments thereto were introduced at the request of the host Government.

Damage and accidents

As long as the premises reserved for the meeting are at the disposal of UNESCO, the Government of [name of State] shall bear the risk of damage to the premises, facilities and furniture and shall assume and bear all responsibility and liability for accidents that may occur to persons present therein. The [name of State] authorities shall be entitled to adopt appropriate measures to ensure the protection of the participants, particularly against fire and other risks, of the above-mentioned premises, facilities and furniture. The Government of [name of State] may also claim from UNESCO compensation for any damage to persons and property caused by the fault of staff members or agents of the Organization.

5. International Bank for Reconstruction and Development**Agreement between the Kingdom of Belgium and the International Bank for Reconstruction and Development on the establishment of a Liaison Office of this Organization in Belgium. Brussels, 26 April 1999***

The Kingdom of Belgium and the International Bank for Reconstruction and Development, hereinafter referred to as "IBRD",

Mindful of the need to make specific arrangements concerning the privileges and immunities which the IBRD liaison office may enjoy in Belgian territory,

Wishing to conclude, for that purpose, a supplementary agreement to the Articles of Agreement of IBRD and the Convention on the Privileges and Immunities of the Specialized Agencies, hereinafter referred to as the "Convention", adopted at New York on 21 November 1947 by the United Nations General Assembly at its second session,

Have agreed as follows:

Article 1

1. The Director of the IBRD office shall enjoy the privileges granted to diplomatic personnel of diplomatic missions. The spouse and dependent children of the Director living at home shall enjoy the advantages granted to the spouse and dependent children of diplomatic personnel.

2. Without prejudice to article VI, section 19, of the Convention, the provisions of paragraph 1 shall not apply to Belgian nationals.

Article 2

The IBRD office and its personnel shall comply with Belgian law and regulations, in particular with respect to third party liability insurance for vehicles. The office shall maintain the appropriate coverage relative to third party liability insurance for the vehicles used in Belgium.

* Entered into force on 24 February 2005 by notification, in accordance with article 5. Translated from French by the Secretariat of the United Nations.

Article 3

The Belgian Government shall facilitate the entry into Belgium, the stay therein and the departure therefrom of persons invited by the IBRD office for official purposes.

Article 4

1. Belgium and IBRD consider it their common intention to promote a high level of social protection for Belgian nationals and permanent residents of Belgium, respectively, on the one hand, and staff members of IBRD, on the other.

2. Belgium shall seek to guarantee its nationals, its permanent residents and each worker present in its territory the effective enjoyment of fundamental rights as set forth in the Community Charter of Fundamental Social Rights for Workers, opened for signature in Strasbourg in 1989, and in the European Social Charter and its Additional Protocol, opened for signature in Turin in 1961.

3. IBRD shall seek to guarantee each of its staff members the effective enjoyment of fundamental social rights.

4. On the basis of a joint review of their respective systems of social protection and social security, the Contracting Parties agree that the social security regime applicable to IBRD staff members shall guarantee them the benefit of an equivalent basis of social protection to the Belgian social security system.

5. In the light of the outcome of the review referred to in the previous paragraph, IBRD staff members, other than Belgian nationals and permanent residents of Belgium, who do not pursue any gainful occupation in Belgium other than that required by their functions, shall be covered by the social security regime applicable to the staff of this Organization, under the following conditions:

(a) The social security regime applicable to IBRD staff members shall recognize the principles of Belgian law relating to the protection of information on the private life of individuals and to medical ethics (free choice of the patient, health-care provider's choice of treatment and medical confidentiality);

(b) Belgium and IBRD shall recognize the uniqueness of their social security system and regime.

6. By derogation to the provisions of paragraph 5, and according to the modalities referred to in the declaration annexed to this Agreement, Belgium and IBRD agree that Belgian nationals and permanent residents of Belgium who are staff members of the Belgian office of IBRD shall be covered by the social security regime applicable to IBRD staff members under the conditions set forth in paragraph 5.

Article 5

Each Party shall notify the other Party when it has completed the procedures required under its laws for the entry into force of this Agreement.

In Witness Whereof, the Plenipotentiaries have signed this Agreement.

Done at Brussels on 26 April 1999, in duplicate, in the French and Dutch languages, the two texts being equally authentic.

For the Kingdom of Belgium:

MICHEL GODFRIND

Ambassador

Chairman of the Interministerial Committee SHAPE (CISHIC)

For IBRD:

JEAN-FRANCOIS RISCHARD

Vice-President for Europe

of the World Bank

JOINT DECLARATION ANNEXED TO ARTICLE 4 OF THE AGREEMENT BETWEEN THE KINGDOM OF BELGIUM AND THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ON THE ESTABLISHMENT OF AN OFFICE OF THIS ORGANIZATION IN BELGIUM

For the implementation of article 4 of the Agreement between the Kingdom of Belgium and the International Bank for Reconstruction and Development on the establishment of an office of this Organization in Belgium and of this joint declaration, the Contracting Parties have agreed as follows:

Article 1. Definition

“Permanent resident of Belgium” means any person registered for more than six months in the Belgian National Register of natural persons.

“Equivalent basis of social protection” means a system of social protection that does not go as far as the level and scope of coverage of the Belgian social security system in respect of unemployment benefits or disability benefits.

Article 2

The derogation referred to in article 4, paragraph 6, of the Agreement between the Kingdom of Belgium and the International Bank for Reconstruction and Development on the establishment of an office of this Organization in Belgium shall remain valid as long as the outcome of the review referred to in article 4, paragraph 4, of the said Agreement guarantees IBRD staff members the benefit of an equivalent basis of social protection to the Belgian social security system.

Article 3

Within the framework of the implementation of article 4 of the Agreement between the Kingdom of Belgium and the International Bank for Reconstruction and Development on the establishment of an office of this Organization in Belgium and of article 2 of this joint declaration, the Contracting Parties undertake to cooperate closely by exchanging information in the event of significant changes made to their respective social security systems that might reduce the level and scope of social protection guaranteed to their insured.

Every five years from the date of signature of the above-mentioned Agreement, the Contracting Parties shall prepare a joint report containing an assessment of their cooperation in this area. This report shall determine if the condition referred to in article 2 remains valid.

6. World Health Organization

Basic Agreement between the World Health Organization and the Ministry of Health on behalf of the Government of Albania for the establishment of technical advisory cooperation relations. 6 September 2005*

The World Health Organization (hereinafter referred to as “the Organization”); and

The Ministry of Health on behalf of the Government of Albania (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.

* Entered into force on 6 September 2005 by signature, in accordance with article VI.

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 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 Albania 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 representative of the organization and the Government respectively, have, on behalf of the Parties signed the present Agreement at _____ this 6 day of September 2005 in the English language in four copies.

For the Government of Albania

[Signed]

The Minister of Health

For the World Health Organization

[Signed]

MARC DANZON, M.D.

Regional Director

7. United Nations Industrial Development Organization

The United Nations Industrial Development Organization (UNIDO) concluded various agreements in 2005 that contained the following provisions relating to privileges and immunities:

(a) Memorandum of Understanding between the United Nations Industrial Development Organization and the Istanbul Chamber of Commerce (ICOC), Turkey. 3 February 2005*

4.4. Nothing in or relating to this Memorandum of Understanding shall be deemed a waiver of any of the privileges and immunities of UNIDO.²

(b) Rental Agreement between the United Nations Industrial Development Organization and the Bahrain Development Bank (BSC). 10 May 2005**

Article 9. Privileges and immunities

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities which UNIDO is accorded under the Convention on the Privileges and Immunities of the United Nations or under the Convention on the Privileges and Immunities of the Specialized Agencies. Pursuant to those Conventions, the premises shall be inviolable and no agent or authority of the LANDLORD or the State of Bahrain may enter the premises without the express prior consent of the Director-General of UNIDO.

² A similar provision was included in agreements concluded between UNIDO and the Republic of Azerbaijan, 4 February 2005; the Ministry of Federal Planning, Public Investment and Services of the Republic of Argentina, 15 April 2005; the Government of the Cordoba Province of the Republic of Argentina, 7 September 2005; the Tanzania Sisal Board (TSB) and Katani Limited, 10 and 15 November 2005; the Beijing Housing Service Corporation for Diplomatic Missions, 21 November 2005; and the Government of the Province of Buenos Aires of the Republic of Argentina, 5 December 2005.

* Entered into force upon signature on 3 February 2005.

** Entered into force retroactively on 1 April 2005.

(c) Letter of Agreement between the United Nations Industrial Development Organization and the International Maritime Organization. 6 and 26 September 2005*

Waiver

25. Nothing contained in this Letter of Agreement shall constitute a waiver, expressed or implied, of any privilege or immunity which the Parties may enjoy, whether pursuant to the Convention on Privileges and Immunities of the Specialized Agencies or any other convention or agreement, law, order or decree of any international or national character.

(d) Memorandum of Understanding between the United Nations Industrial Development Organization and the General Secretariat of the Organization of American States (GS/OAS). 18 October 2005**

6.1 The Parties mutually recognize the privileges and immunities accorded to each of them by virtue of general principles of international law and by such agreements on privileges and immunities as may be relevant. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of either Party.

* Entered into force upon signature on 26 September 2005.

** Entered into force upon signature on 18 October 2005.