

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

2006

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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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. Convention on the Privileges and Immunities of the United Nations. Approved by the General Assembly of the United Nations on 13 February 1946*

During 2006, Montenegro and Namibia acceded to the Convention. The instruments of accession have been received on 23 October 2006 and on 17 July 2006, respectively.

As at 31 December 2006, there were 153 States parties to the Convention.**

2. Agreements relating to missions, offices and meetings

(a) Memorandum of understanding between the United Nations and the Government of the Republic of Uganda concerning the activities of the United Nations Mission in Sudan in the Republic of Uganda. New York, 27 January 2006***

Whereas the United Nations Mission in Sudan (UNMIS) has been entrusted with the mandate set out in Security Council resolution 1590 (2005) of 24 March 2005 and in subsequent resolutions of the Security Council;

Whereas, by its resolution 1590 (2005) of 24 March 2005, the Security Council called upon all Member States to ensure the free, unhindered and expeditious movement to Sudan of all personnel, as well as equipment, provisions, supplies and other goods, including vehicles and spare parts, which are for the official and exclusive use of UNMIS;

Whereas UNMIS activities within the framework of its mandate to date have demonstrated that it is necessary to route certain deployments of UNMIS personnel and the provision of certain logistical support to UNMIS through States neighbouring Sudan;

* 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.07.V.3, ST/LEG/SER.E/25), vol. I, chap. III.

*** Entered into force on 27 January 2006 in accordance with article VII (2) of the memorandum of understanding.

Whereas the United Nations may need to establish a liaison office, as well other offices and staging facilities, in the Republic of Uganda in order to provide and to coordinate logistical and other general support services to UNMIS;

Whereas the United Nations wishes to recognize the excellent cooperation extended by the Government of the Republic of Uganda (the "Government") to United Nations operations in Africa in all their aspects;

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

Article 1. Privileges and Immunities

1. The Government of the Republic of Uganda (hereinafter the "Government") shall, consistently with Article 105 of the Charter of the United Nations, extend to the United Nations Mission in Sudan (hereinafter "UNMIS"), as an organ of the United Nations, its property, funds and assets and its members listed in paragraphs (a), (b) and (c) below the privileges and immunities provided for in the Convention on the Privileges and Immunities of the United Nations (hereinafter "the Convention"), to which the Republic of Uganda is party. The Government shall also extend to the members of UNMIS listed in paragraph 2 (d) below the privileges and immunities provided for in the present Memorandum of Understanding. Additional facilities as provided herein are also required for contractors and their employees engaged by the United Nations or by UNMIS to perform services exclusively for UNMIS or to supply exclusively to UNMIS equipment, provisions, supplies, materials or other goods, including spare parts and means of transport (hereinafter "United Nations contractors").

2. The Government shall extend to:

(a) the Special Representative of the Secretary-General for Sudan (hereinafter the "SRSG"), the commander of the military component of UNMIS and other high-ranking members of UNMIS whose names shall be communicated to the Government, as well as the Head of the UNMIS liaison office in the Republic of Uganda and other high-ranking members of that office whose names shall be communicated to the Government, the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law;

(b) officials of the United Nations assigned to serve with UNMIS, as well as United Nations Volunteers who shall be assimilated thereto, the privileges and immunities to which they are entitled under Articles V and VII of the Convention. Locally recruited members of UNMIS shall enjoy the immunities concerning official acts and the exemption from taxation and immunity from national service obligations provided for section 18 (a), (b) and (c) of the Convention;

(c) other persons assigned to perform missions for UNMIS, including United Nations civilian police and United Nations military observers, the privileges and immunities accorded to experts performing missions for the United Nations under Article VI and section 26 of Article VII of the Convention;

(d) the military personnel of national contingents assigned to the military component of UNMIS, immunity from every form of legal process in respect of any criminal offences that they may commit in the Republic of Uganda. With respect to such criminal

offences, such personnel shall be subject to the exclusive jurisdiction of their respective contributing States.

3. The members of UNMIS, as listed in paragraph 2 above, 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.

4. United Nations contractors, other than local contractors, shall be accorded repatriation facilities in time of crisis and exemption from taxes and monetary contributions in the Republic of Uganda on services, equipment, provisions, supplies, 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.

5. The privileges and immunities necessary for the fulfilment of the functions of UNMIS also include:

(a) unrestricted freedom of entry and exit, without delay or hindrance, of its members and United Nations contractors and of the property, equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, of UNMIS and United Nations contractors. The Government shall promptly issue to members of UNMIS and to United Nations contractors, free of charge and without any restrictions, all necessary visas, licenses and permits;

(b) freedom of movement throughout the country of its members and United Nations contractors and of the property, equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, of UNMIS and United Nations contractors. That freedom of movement shall, as appropriate, be coordinated with the Government. UNMIS aircraft shall comply with safety regulations as issued and specifically notified to UNMIS by the Civil Aviation Authority of Uganda. The Government undertakes to supply UNMIS with the necessary information in order to facilitate its movements. UNMIS, its members, United Nations contractors and the vehicles, vessels and aircraft of UNMIS and United Nations contractors shall use roads, bridges, rivers, canals and other waters, port facilities and airfields without the payment of any form of monetary contributions, dues, tolls, airport taxes, air-navigation charges, landing fees, user fees, parking fees, overflight fees, port fees or charges, including wharfage charges. However, exemption from charges which are in fact charges for public utility services rendered will not be claimed, it being understood that such charges shall be levied at the most favourable rates. UNMIS may, in agreement with the Government, improve designated roads, bridges, canals and other waters, port facilities and airfields;

(c) the right of UNMIS and of United Nations contractors without undue delay to import and to clear customs and excise warehouse, free of duty, taxes, levies, fees and charges and free of other prohibitions and restrictions, equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, which are for the exclusive and official use of UNMIS;

(d) the right of UNMIS and of United Nations contractors to re-export equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, so imported or cleared ex customs and excise warehouse, as well as the right otherwise to dispose of such equipment, provisions, supplies, materials and other goods which

are not consumed, transferred, or otherwise disposed of and which remain usable on terms and conditions to be agreed upon with the Government or an entity nominated by it;

(e) prompt issuance by the Government to UNMIS and to United Nations contractors of all necessary authorizations, permits and licenses for the importation, purchase or re-exportation of equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, used exclusively in support of UNMIS, free of any restrictions and without payment of monetary contributions, duties, levies, fees, charges or taxes, including value-added tax;

(f) exemption of vehicles, vessels and aircraft of UNMIS from registration or licensing by the Government, it being understood that such vehicles shall carry third party insurance; acceptance by the Government of permits or licenses issued by the United Nations for the operation of vehicles used in support of UNMIS; acceptance or, where necessary, prompt validation by the Government, free of charge and without any restriction, of licenses and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels used in support of UNMIS; and prompt issuance by the Government, free of charge and without any restrictions, of necessary authorizations, licenses and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels used in support of UNMIS;

(g) the right to fly the United Nations flag and place distinctive United Nations identification on premises, vehicles, aircraft and vessels used in support of UNMIS;

(h) the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile and any other means and to establish the necessary facilities for effecting such communication, including communication by, with and between members and offices of UNMIS, both in the Republic of Uganda and in other States, as well as with United Nations Headquarters and other offices of the United Nations; and the right to connect with, and exchange telephone, voice, facsimile and other electronic data with the United Nations global telecommunications network. The frequencies on which communications by radio will operate shall be decided upon in cooperation with the Government;

(i) the right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of 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; and

(j) the right of members of UNMIS, while on official travel through the Republic of Uganda, to take with them such funds as the SRSG may certify were received in pay and emoluments from the United Nations or, in the case of military personnel of national contingents assigned to the military component of UNMIS, from the State contributing the contingent to which they belong and are a reasonable residue thereof.

Article II. Premises

The Government shall, to the extent possible, assist UNMIS in obtaining, for as long as is required, such areas and sites for premises or for the construction of premises as may be necessary for the conduct of the operational and administrative activities of UNMIS in the Republic of Uganda. Without prejudice to the fact that all such areas, sites and premises

remain territory of the Republic of Uganda, they shall be inviolable and subject to the exclusive control and authority of the United Nations.

Article III. Safety and Security

1. The Government shall, within its capabilities, 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 property, assets, members and associated personnel.

2. Upon the request of the SRSG or of the Head of the UNMIS liaison office, the Government shall, within the means available to it, provide such security as necessary to protect UNMIS, its property and its members during the exercise of their functions.

3. Upon the request of the SRSG or of the Head of the UNMIS liaison office the Government shall provide armed escorts to protect members of UNMIS their functions and, as necessary, to protect the movement of UNMIS stores, equipment, vehicles and vessels within the Republic of Uganda.

4. Military members of the military component of UNMIS and observers, United Nations civilian police and United Nations UNMIS may wear the national military or police uniform of their respective States, with standard United Nations accoutrements, while on official travel through the Republic of Uganda. It is also understood that such military members of the military component of UNMIS and United Nations military observers, United Nations civilian police and United Nations security officers serving with UNMIS as may be designated by the SRSG or by the Head of the UNMIS liaison office may possess and carry arms and ammunition while on official duty in accordance with their orders. Consistently with practical arrangements to be agreed between the Government and the Head of the UNMIS liaison office, UNMIS and its military and security personnel shall be permitted to transport their arms and ammunition through the Republic of Uganda.

Article IV. Compliance with local law and international humanitarian law

1. 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 SRSG and the Head of the UNMIS liaison office shall take all appropriate measures to ensure the observance of these obligations.

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

(a) The United Nations shall ensure that UNMIS shall conduct its activities in the Republic of Uganda with full respect for the principles and rules of the 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 on 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 April 1949 and their Additional Protocols of 8 June 1977.

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

Article V. Third Party Claims

Operative paragraphs 5 to 11, inclusive, of General Assembly resolution 52/247 of 26 June 1998 shall apply in respect of third party claims against the United Nations resulting from or attributed to UNMIS or the activities of its members.

Article VI. Settlement of Disputes

Any dispute between the United Nations and the Government concerning the interpretation or application of this Memorandum of Understanding, except for a dispute that is regulated by Section 30 of the Convention or Section 32 of the Convention on the Privileges and Immunities of the Specialized Agencies, shall be resolved by negotiations or other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of their Party for 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 Chairman, by the other two arbitrators. If either Party does not appoint an arbitrator within three months of the appointment by the other Party 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 Chairman, then such arbitrator shall be appointed 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.

Article VII. Final Provisions

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

2. This memorandum of Understanding shall enter into force immediately upon signature by both Parties and shall remain in force until the departure of the final element of UNMIS from Sudan, except that:

- (a) the provisions of Article I, paragraph 2, and Article VI shall remain in force; and
- (b) the provisions of Article V shall remain in force until any and all claims falling within the scope of that Article have been settled.

Signed this 27th day of January 2006 at New York.

For the United Nations:

Mr. Hedi Annabi

Assistant Secretary-General in charge of the
Department of Peacekeeping Operations

For the Government of the Republic of
Uganda:

Mr. Sam Kutesa

Minister of Foreign Affairs
Republic of Uganda

**(b) Agreement between the United Nations and the Government of the Republic of Korea regarding the Headquarters of the Asian Pacific Training Centre for Information and Communication Technology for Development.
Bangkok, 31 January 2006***

The United Nations and the Government of the Republic of Korea,

Aware of the need to create a critical mass of qualified and skilled information and communication technology professionals and experts and to foster effective international and regional cooperation among Governments, the private sector, civil society and other stakeholders in this regard;

Recalling the establishment of an Asian and Pacific Training Centre for Information and Communication Technology for Development (APCICT) in the Republic of Korea by the Economic and Social Council through its Resolution 2005/40 of 26 July 2005, as decided by the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP) at its sixty-first session on 18 May 2005 through resolution 61/6;

Recognizing that APCICT (hereinafter referred to as “the Centre”) is a subsidiary body of ESCAP and that as such the relevant resolutions, decisions, regulations, rules and policies of the competent organs of the United Nations are applicable to the Centre;

Desiring by means of this Agreement to establish the legal status and the conditions under which the Centre is established and will operate in the Republic of Korea;

Have agreed as follows:

Article I. Definitions

For the purposes of this Agreement:

1. The “Government” means the Government of the Republic of Korea;
2. “Appropriate authorities” means central and local government bodies under the laws and regulations of the Republic of Korea;
3. 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 the Republic of Korea has been Party since 9 April 1992;
4. The “Parties” means the United Nations and the Government of the Republic of Korea;
5. The “Centre” means the Asian and Pacific Training Centre for Information and Communication Technology for Development;
6. “ESCAP” means the United Nations Economic and Social Commission for Asia and the Pacific;
7. “Archives” means all records, correspondence, documents, publications, manuscripts, photographs, films, recordings, computer data files and software belonging to or held by the Centre, wherever located;
8. The “Director of the Centre” means the official in charge of the Centre;

* Entered into force on 16 March 2006, in accordance with article XXI (2) of the agreement. United Nations, Treaty Series, vol. 2363, p. 301.

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

10. The "Governing Council" means the Governing Council of the Centre;

11. The "Secretary-General" means the Secretary-General of the United Nations;

12. "The Statute" means the Statute of the Asian and Pacific Training Centre for Information and Communication Technology for Development, adopted by ESCAP at its sixty-first session on 18 May 2005 through its resolution 61/6, and as endorsed by the Economic and Social Council, to establish the Centre in the Republic of Korea.

Article II. Location

1. The Centre shall be established at Incheon, Republic of Korea.
2. The Parties shall cooperate in ensuring the uninterrupted operation of the Centre.

Article III. Objectives, Functions, Organization and Management

The objectives, functions, organization and management of the Centre shall be as provided for in the Statute.

Article IV. Legal Capacity

The United Nations, acting through the Centre, shall have the capacity: (a) to contract; (b) to acquire and dispose of movable and immovable property; and (c) to institute legal proceedings.

Article V. Academic Freedom

The Centre shall, within the fields of its objectives and functions, decide freely on the choice of technical subjects relating to information and communication technology, methods of research and training, the selection of personnel, and the organization of meetings, seminars and exhibitions.

Article VI. Premises

1. (a) The premises of the Centre shall be inviolable. State or local officers or officials of the Government, whether administrative, judicial, military or police, or any other persons exercising any public authority within the Republic of Korea shall not enter the premises, except with the express consent of and under conditions approved by the Director. No service or execution of any legal process, including the seizure of private property, shall take place in the Centre except with the express consent of and under conditions approved by the Director. Without prejudice to the preceding sentence, it is understood that, as a practical matter, the Government cannot prevent all attempts at service of process in the Premises;

(b) In case of a fire or other emergency requiring prompt protection action, the consent of the Director or his representative to any necessary entry into the premises shall be presumed if neither of them can be reached in time;

(c) The premises of the Centre shall be used solely to further its purposes and activities. The Director of the Centre may also permit, in a manner compatible with the purposes and functions of the Centre, the use of the premises and facilities for meetings, seminars, exhibitions and other related purposes which are organized by the Centre, the United Nations, ESCAP and other related organizations.

2. The appropriate authorities shall exercise due diligence to ensure the security, protection and tranquility of the premises of the Centre. They shall also take all possible measures to ensure that the tranquility of the Centre is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

3. Except as otherwise provided in the Agreement or in the Convention the laws applicable in the Republic of Korea shall apply within the premises of the Centre. The premises of the Centre shall be under the control and authority of the Centre, which may establish regulations for the execution of its functions therein.

4. (a) The Centre shall be entitled to fly the United Nations flag and display its emblem on the premises of the Centre;

(b) The Director of the Centre shall be entitled to fly the United Nations flag on the means of transport used in his official capacity;

(c) The Centre shall be entitled to display the United Nations emblem on the means of transport of the Centre.

Article VII. Public Services

1. The appropriate authorities shall exercise, to the extent requested by the Director, their respective powers, to ensure that the premises of the Centre are supplied with the necessary public utilities and services, including, without limitation by reasons of this enumeration, electricity, water, sewerage, gas, post, telephone, telegraph, drainage, collection of refuse and fire protection, and that such public utilities and services are supplied on equitable terms.

2. In case of any interruption or threatened interruption of any such services, the appropriate authorities shall consider the needs of the Centre as being of equal importance with the needs of diplomatic missions and other international organizations in the Republic of Korea, and shall take steps accordingly to ensure that the work of the Centre is not prejudiced.

3. The Director shall, upon request, make suitable arrangements to enable the appropriate public service bodies to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the premises of the Centre under conditions that shall not unreasonably disturb the carrying out of the functions of the Centre.

Article VIII. Archives

The archives of the Centre shall be inviolable.

Article IX. Legal Status of the Centre

The Convention, without prejudice to the reservation made by the Government upon accession thereto, shall be applicable to the Centre, its property, funds and assets, members of the Governing Council and the Centre's officials and experts on mission in the Republic of Korea.

Article X. Communications and Publications

1. The Centre shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any diplomatic mission or other intergovernmental organizations in matters of establishment and operation, priorities, tariffs, charges for mail, cables, telegrams, telephone and other communications, as well as rates for information to the press and radio.

2. All official communications directed to the Centre, or to any of its officials, and outward official communications of the Centre, by whatever form transmitted, shall be immune from censorship and from any other form of interference. However, the Centre may install and use wireless transmitters only on frequencies available to the general public or with the consent of the Government.

3. The Centre shall have the right to use codes and to dispatch and receive official correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags. The bags must bear visibly the United Nations emblem and may contain only documents or articles intended for official use, and the courier should be provided with a courier certificate issued by the United Nations.

4. The Centre may produce research reports as well as academic publications within the fields of its objectives and activities. It is, however, understood that the Centre shall abide by the laws of the Republic of Korea concerning intellectual property rights in the Republic of Korea and related international conventions.

Article XI. Exemption from Taxation

1. The Centre and its funds, assets and other property shall be:

(a) Exempt from all direct taxes. It is understood, however, that the Centre shall not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) Exempt from customs duties in respect of articles imported by the Centre for its official use. It is understood, however, that articles imported under such exemption shall not be sold in the Republic of Korea except under conditions agreed with the appropriate authorities;

(c) Exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications. Imported publications, other than those of the United Nations, shall not be sold in the Republic of Korea except under conditions agreed with the appropriate authorities.

2. While the Centre shall not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property that form part of the price

to be paid, nevertheless, when the Centre is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the appropriate authorities shall, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of the duty or tax.

Article XII. Funds, Assets and Other Property

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

2. The Centre's property, funds and assets, 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.

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

(a) Hold funds or currency of any kind and operate accounts in convertible currencies;

(b) Transfer its funds or currency to and from the Republic of Korea or within the Republic of Korea and convert them into other freely convertible currency.

4. The Centre shall be accorded the legally available rate of exchange for its financial activities and abide by related laws.

Article XIII. Administrative, Financial and Related Arrangements

Administrative, financial and related arrangements shall be dealt with in a separate agreement to be concluded between the Parties.

Article XIV. Access, Transit and Residence

1. The Government shall take all necessary measures to facilitate the entry into and exit from, and movement and sojourn within, the Republic of Korea for all persons referred to below, traveling for the purpose of official business of the Centre without undue delay:

(a) Members of the Governing Council;

(b) The Director, officials of the Centre, as well as their spouses and relatives dependent on them;

(c) Experts on mission for the Centre;

(d) Officials of the United Nations or specialized agencies or of the International Atomic Energy Agency, having official business with the Centre;

(e) Personnel of the research and training Centres and programmes and associated institutions of ESCAP and persons participating in the programmes of ESCAP;

(f) Other persons invited by the Centre on official business.

2. The appropriate authorities shall grant facilities for speedy travel. Visas and entry permits, where required, shall be issued as promptly as possible to all persons referred to in paragraph 1.

3. No act performed by any person referred to in paragraph 1 in his/her official capacity with respect to the Centre shall constitute a reason for preventing his/her entry into or departure from, or for requiring him/her to leave, the territory of the Republic of Korea.

Article XV. Identification

1. Persons referred to in Article XIV (1) shall hold a personal identity card issued by the Centre which is equivalent to a standard United Nations identity card.

2. The relevant authorities of the Government shall issue appropriate IDs to the officials of the Centre and their spouses and relatives dependent on them after receiving their relevant information provided by the Centre.

Article XVI. Privileges, Immunities and Other Facilities of Members of the Governing Council, Officials and Experts

1. Members of the Governing Council at meetings convened by the Centre shall while exercising their functions and during their journeys to and from the place of meeting, enjoy the privileges and immunities provided for in article IV of the Convention.

2. (a) Officials of the Centre shall be accorded the privileges and immunities provided for in articles V and VII of the Convention, without prejudice to the reservation made by the Government upon accession thereto. They shall, *inter alia*, enjoy:

- (i) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity; such immunity shall continue to be accorded after termination of employment with the Centre;
 - (ii) Exemption from taxation on the salaries and emoluments paid to them by the Centre;
 - (iii) Immunity from seizure or inspection of their official baggage, except in doubtful cases, granted only to representatives of States and experts on mission;
 - (iv) Immunity from national service obligations;
- (b) In addition, internationally recruited officials of the Centre shall:
- (i) Be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;
 - (ii) Be accorded the same privileges in respect of exchange facilities as those enjoyed by members of comparable rank of the diplomatic staff of missions accredited to the Government;
 - (iii) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in times of international crisis as diplomatic envoys;
 - (iv) Have the right to import free of duty their personal effects at the time of first taking up their posts in the Republic of Korea and to enjoy, thereafter, the same privileges as other United Nations offices in the Republic of Korea;

(c) Experts on mission for the Centre shall be granted the privileges and immunities and facilities provided for in articles VI and VII of the Convention.

3. Privileges and immunities are granted by this Agreement in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and the duty to waive the immunity of any individual in any case where, in the Secretary-General's opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

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 as well as policies of the competent organs of the United Nations, including ESCAP. Persons recruited locally and assigned to hourly rates shall be accorded the status necessary for the independent exercise of their functions for the Centre.

Article XVIII. Laissez-passer

1. The Government of the Republic of Korea shall recognize and accept the United Nations *laissez-passer* issued to officials traveling for the purpose of official business of the Centre as a valid travel document equivalent to a passport Visas and entry permits, where required, shall be granted free of charge and as speedily as possible. In addition, such persons shall be granted facilities for speedy travel.

2. Similar facilities as specified in paragraph 1 above shall be accorded to persons who, though not holders of a United Nations *laissez-passer*, have a certificate that they are traveling on the business of the United Nations.

Article XIX. Settlement of Disputes

Any dispute between the Centre and the Government relating to the interpretation and application of this Agreement which is not settled by negotiation or other agreed mode of settlement, shall be submitted for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by each Party, and the third, who shall be the Chairperson, by the other two arbitrators. If within two months of either Party having notified the name of its arbitrator the other Party has not appointed an arbitrator, or if within two months 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. Except as otherwise agreed by the Parties, the procedure for the arbitration shall be fixed by the arbitrators, and the expenses for 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. Respect for Local Laws and Regulations

1. Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to observe the laws and regulations of the Republic of Korea. They also have a duty not to interfere in the internal affairs of the Republic of Korea.

2. The Centre 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 and immunities and facilities under this Agreement.

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

Article XXI. General Provisions

1. The provisions of this Agreement shall be complementary to the provisions of the Convention, i.e., in so far as any provisions of this Agreement and any provisions of the Convention relate to the same subject matter, the two provisions shall be treated as complementary, so that both provisions shall be applicable and neither shall narrow the effect of the other.

2. This Agreement shall enter into force on the date when the parties have notified each other of the completion of their respective internal procedures for the entry into force of this Agreement.

3. Consultations with a view to amending this Agreement may be held at the request of either Party. Any amendments may be made by mutual consent, in writing.

4. The United Nations and the Government may, by written agreement, enter into such supplementary agreements as shall be necessary. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions, decisions, regulations, rules and policies 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.

5. The Agreement shall cease to be in force six (6) months after either of the Parties give notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of the Centre and the disposal of its property in the Republic of Korea, as well as the resolution of any disputes between the Parties. In Witness Whereof, the undersigned, duly authorized thereto, have signed this Agreement in duplicate in English at Bangkok on 31 January 2006.

For the United Nations:

Kim Hak-Su

Executive Secretary
United Nations Economic and Social
Commission for Asia and the Pacific

For the Government of the Republic of
Korea:

Yoon Jee-joon

Ambassador Extraordinary and Plenipo-
tentiary of the Republic of Korea to the
Kingdom of Thailand

(c) Agreement between the United Nations and the United States of America acting through the Government Accountability Office concerning the treatment of the United Nations' confidential information relating to the United Nations Capital Master Plan. New York, 14 February 2006*

This agreement is made by and between:

The United Nations (the "UN" or "United Nations"), an international intergovernmental organization with its Headquarters in New York, New York 10017, U.S.A. (also hereinafter, "Discloser"); and,

The United States of America, acting through the Government Accountability Office (the "GAO"), an organ of the Government of the United States of America and having its principal offices located at 441 G Street, NW, Washington, DC 20548 (also hereinafter, the "Recipient").

The Discloser and Recipient are also referred to collectively as the "Parties" and individually as a "Party".

Whereas, the United Nations has planned a renovation of its facilities at the United Nations Headquarters District (the "Capital Master Plan");

Whereas, the GAO has requested certain information, and has asked to examine certain documentation, relating to the Capital Master Plan in order to facilitate its review of the state of the Capital Master Plan on behalf of the United States Congress (GAO engagement 320378);

Whereas, the United Nations in its sole discretion may choose, on a voluntary basis, and without prejudice to the privileges and immunities of the United Nations, as set forth in the Convention on the Privileges and Immunities of the United Nations, dated 13 February 1946, (hereinafter, the "Convention") and the Agreement between the United Nations and the United States of America regarding the Headquarters of the United Nations, dated 26 June 1947, (hereinafter, the "Headquarters Agreement"), to provide the GAO with, or give access to, certain Confidential Information, as defined in Section I below;

Whereas, the United Nations desires to maintain the confidentiality of such Confidential Information, as well as to prevent the disclosure of such Confidential Information other than as permitted in accordance with this Agreement; and,

Whereas, the Recipient acknowledges that the United Nations intends to prevent the unauthorized disclosure of such Confidential Information and that, in consideration for being provided with, or being given access to, such Confidential Information, the Recipient shall use, protect and disclose such Confidential Information in accordance with the terms and conditions of this Agreement.

Now therefore, the Parties agree as follows:

Section I

"Confidential Information", whenever used in this Agreement shall mean any information disclosed by the Discloser to the Recipient in written, oral, recorded, photographic, or any other form, and in any medium, whether now known or hereinafter invented,

* Entered into force on 15 February 2006, in accordance with article VIII (a) of the agreement.

including, but not limited to, information regarding the business processes, operations, activities, plans, financial information, data or records relating to personnel, agents, officials and representatives, and any other information that, at the time of disclosure to the Recipient, the Discloser has marked or labeled, "Confidential" or, "Restricted", or is otherwise marked, labeled or otherwise referred to by the Discloser as confidential in any other manner.

Section II

Confidential Information that is delivered or otherwise disclosed by the Discloser to the Recipient shall be held in confidence by the Recipient and shall be handled as follows:

(a) The Recipient shall use the same care to avoid disclosure, publication or dissemination of the Confidential Information as it uses with its own similar information that it does not disclose, publish or disseminate, and Recipient hereby represents and warrants that such degree of care is reasonably designed to protect the confidentiality of Confidential Information from disclosure, publication or dissemination other than in accordance with this Agreement; and,

(b) The Recipient shall use the Confidential Information solely for the purpose of reviewing the state of the Capital Master Plan or otherwise for the benefit of the Discloser.

Section III

All Confidential Information in any form and on any medium, including all copies thereof, disclosed to the Recipient shall be returned to the Discloser at the request of the Discloser.

Section IV

Without prejudice to any other provision of this Agreement, the United Nations may specify that certain information, documents and drawings may be examined by representatives of the GAO at United Nations Headquarters in New York during normal business hours, but may not be copied or removed from United Nations Headquarters.

Section V

Any dispute between the United Nations and the Recipient 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.

Section VI

Nothing in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs and officials under the Convention and the Headquarters Agreement.

Section VII

This Agreement shall only be amended by a written consent signed by the Parties.

Section VIII

The Parties acknowledge and agree that their representatives who have signed this Agreement had Full Powers to do so and to fully bind the Party being represented by doing so.

(a) This Agreement shall enter into force as from the date that this Agreement has been signed by the Parties hereto. If the Agreement is signed on different dates by the Parties, then the Agreement shall enter into force on the later date on which it has been signed by both Parties.

(b) The Agreement shall remain in force for an initial period of one year. The Agreement may be extended beyond the one-year period by a written consent signed by the Parties.

(c) Either Party may terminate this Agreement by providing written notice to the other, provided, however, that the obligations and restrictions herein regarding the Confidential Information shall remain effective following any such termination or any other termination or expiration of this Agreement.

In witness whereof, the Parties, acting through their duly authorized representatives, have caused this Agreement to be signed in duplicate at New York on the dates set forth below.

For and on behalf of United Nations:

[Signed] LOUIS FREDERICK REUTER, IV
Assistant Secretary-General
Capital Master Plan

For and on behalf of the United States of America,

Acting through the Government Accountability Office:

[Signed] JACQUELYN WILLIAMS-BRIDGERS
Managing Director
International Affairs and Trade

Dates: 14 and 15 February 2006

**(d) Exchange of letters constituting an agreement between the United Nations and the Government of the State of Kuwait concerning the activities of the United Nations Assistance Mission for Iraq (UNAMI).
New York, 23 and 30 September 2004***

I. Letter from the Under-Secretary-General for Political Affairs to the Permanent Representative of Kuwait to the United Nations

Excellency,

1. I have the honour to refer to the activities of the United Nations Assistance Mission for Iraq (UNAMI) which was established by Security Council resolution 1500 (2003) to support the Secretary-General in the performance of his functions under Security Council resolution 1483 (2003).

2. In order to facilitate the activities of UNAMI, the United Nations needs to establish a presence in the State of Kuwait to provide transport, logistical and other support services to the Mission.

3. To that end, I wish to propose that your Government, in conformity with Article 105 of the Charter, extend to UNAMI, as an organ of the United Nations, its property, funds and assets and those members listed in paragraph 5 below, the privileges and immunities provided for in the Convention on the Privileges and Immunities of the United Nations, to which the State of Kuwait is a Party.

4. For the purposes of this Agreement, the following terms and concepts shall have the meanings specified wherever they occur in this Agreement:

“Government” shall mean the Government of the State of Kuwait.

“Mission” shall mean the United Nations Assistance Mission for Iraq (UNAMI).

“The Convention” shall mean the 1946 Convention on the Privileges and Immunities of the United Nations.

5. High ranking members of the Mission whose names shall be communicated to the Government shall enjoy the privileges and immunities, exemptions and facilities which are granted to diplomatic envoys in accordance with international law. Officials of the United Nations and experts assigned to serve with the Mission shall enjoy the privileges and immunities to which they are entitled under Articles V, VI and VII of the Convention.

6. Locally recruited members of the Mission shall enjoy the immunities concerning official acts, exemption from taxation and immunity from national service obligations provided for in Section 18 (a), (b) and (c) of the Convention.

7. The privileges and immunities necessary for the fulfilment of the functions of the Mission in the State of Kuwait shall also include:

i. facilitating procedures for entry and exit of Mission personnel, property, supplies, equipment, spare parts and means of transport, including exemption from passport and visa regulations, provided that the Mission shall inform the Government of the names of those Mission personnel who are to be granted the right of prompt and unrestricted

* Entered into force on 18 April 2006 in accordance with the provisions of the letters. United Nations, *Treaty Series*, vol. 2368, p. 335.

freedom of entry and exit. In the event of major movements, the Mission shall inform the Government in advance in the interest of coordination.

ii. freedom of movement throughout the State of Kuwait of Mission personnel, their property, supplies, equipment, spare parts and means of transport which shall be in coordination with the Government.

iii. without prejudice to the laws in force in the State of Kuwait, the Mission shall be exempt from customs duties and taxes and prohibitions and restrictions on imports in respect of equipment, provisions, supplies and other materials imported by the Mission for its official use. The Mission shall be entitled to re-export such items free of duty, taxes or other prohibitions and restrictions. The Government shall issue all necessary licenses and permits for the import, export or purchase of equipment, materials, supplies and other goods used in support of the Mission. However, equipment, supplies and goods which are exempt from taxes in accordance with this paragraph and which are sold in Kuwait to persons not entitled to a tax exemption shall be subject to customs and other duties in accordance with their value at the time of sale. The Mission shall not claim exemption from charges which are in fact charges for services rendered, it being understood that such charges for services for services rendered shall be charged at the most favourable rates.

iv. right to fly the United Nations flag on premises, observation posts, vehicles and aircraft and place distinctive United Nations identification on premises, vehicles, aircraft and vessels used in support of the Mission;

v. freedom of use of United Nations means of transport on land, sea and in the air and acceptance of licenses accepted by the United Nations for the operation and operators thereof;

vi. in accordance with Kuwaiti legislation in force, the right to unrestricted communication by radio, satellite or any other forms of communication within Kuwait and with United Nations Headquarters and with its various offices and to connect with the United Nations radio and satellite network, as well as communication by telephone, telefax and other electronic information systems. The frequency to be used for communication by radio shall be specified by agreement with the Government; and

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

8. The Government shall provide without cost to the Mission such areas for headquarters or other premises as may be necessary (by agreement between the parties) for the conduct of the operational and administrative activities of the Mission. Without prejudice to the fact that all such premises remain territory of the State of Kuwait, they shall be inviolable and subject to the exclusive control and authority of the United Nations.

9. 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 the Mission, its property, assets and its members.

10. At the request of the head of the Mission, the Government shall provide the Mission, where necessary, with maps and other information which might be useful in facilitating the tasks of the Mission, subject to their availability to the Government.

11. The Mission and its members shall, in so far as it is consistent with the provisions of this Agreement, respect all the laws and regulations in force in the State of Kuwait and shall refrain from any action that is inconsistent with the impartial and international nature of their duties or with the spirit of the present arrangements.

12. General Assembly resolution 52/247 of 26 June 1998 on third party liability shall be taken into account with respect to the implementation of this Agreement.

13. Any dispute between the United Nations and the Government arising out of the interpretation or application of this Agreement, except for a dispute that is regulated by Section 30 of the Convention or Section 32 of the Convention on the Privileges and Immunities of the Specialized Agencies, shall be resolved through negotiation or any other agreed mode of settlement.

14. Without prejudice to existing agreements the present arrangements may, as appropriate, be extended to specific Specialized and related Agencies and offices, funds and programmes of the United Nations, their property, funds and assets and their officials and experts on mission present in Kuwait to perform functions in relation to the Mission, provided that prior written agreement has been obtained from the Special Representative of the Mission, the Specialized or related Agency or office, fund or programme concerned and the Government.

15. I propose that this letter and your reply confirming your acceptance of its provisions constitute an agreement between the United Nations and the State of Kuwait which shall enter into force on the date of the notification by the Government that it has fulfilled all legal requirements for its entry into force.

16. This Agreement shall remain in force for one year and shall be automatically renewed thereafter for one or more similar periods unless either party informs the other of its wish to terminate it by giving at least 60 days' notice in writing.

17. This Agreement shall be in two originals, in the Arabic and English languages. In the event of a disagreement as to its interpretation, the English text shall prevail.

[Signed] KIERAN PRENDERGAST
Under-Secretary-General
for Political Affairs

II. *Letter from to the Permanent Representative of Kuwait to the United Nations to the Under-Secretary-General for Political Affairs*

30 September 2004

Dear Mr. Kieran Prendergast
Under-Secretary-General for Political Affairs

I have the honour to acknowledge receipt of your letter dated 23 September 2004 which reads as follows:

[See Letter I]

I have the honour to inform you that my Government agrees to the proposals contained in your Note. Your Note and this note reply shall constitute an Agreement between the Government of the State of Kuwait and the United Nations and shall enter into force

on the date of the notification by the Government that it has fulfilled all legal requirements for its entry into force.

Please accept the assurances of my highest consideration.

[Signed] NABEELA AL MULLA
Ambassador
Permanent Representative

(e) Exchange of letters constituting an agreement between the United Nations and Cyprus regarding the arrangements for the Workshop on Lessons Learned from the Iraqi Elections, 18 April 2006 and 19 April 2006*

I

18 April 2006

Excellency,

I have the honour to refer to the arrangements for the “Workshop on Lessons Learned from the Iraqi Elections” that the United Nations would like to arrange in Larnaca, Republic of Cyprus, from 2 to 4 May 2006. With the present letter I wish to obtain your Government’s acceptance of the following arrangements.

Workshop participants would include Commissioners and senior staff of the Independent Electoral Commission of Iraq, members of the newly elected Council of Representatives of Iraq, officials from Iraqi Ministries with linkages to the electoral process, representatives of international entities that contributed to the electoral process under the umbrella of the United Nations, and members of the International Mission of Iraq Elections. Invitations will also be issued to donor countries contributing to the electoral cluster of the International Reconstruction Fund for Iraq (IRFFI), and to representatives of the Group of Friends of Iraq. United Nations staff members will also participate in the Workshop. In total, around fifty participants will attend the Workshop.

The Workshop will be held at the Golden Tulip Golden Bay Beach Hotel, with both conference facilities and accommodation in Larnaca. The Workshop will be financed from the electoral cluster of the IRFFI.

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

(a)

- (i) The Convention on the Privileges and Immunities of the United Nations, to which Cyprus is a party since 5 November 1963, shall be applicable in respect of the Workshop. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by Article VI of the Convention. Officials of the United Nations participating in or performing functions in connexion with the Workshop shall enjoy the privileges and immunities provided under Articles V and VII of the Convention. Officials of the specialized agencies participating in the Workshop shall be accorded the privileges and immunities provided under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies;

* Entered into force on 19 April 2006, in accordance with the provisions of the letters.

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

(b) All participants and all persons performing functions in connexion with the Workshop shall have the right of unimpeded entry into and exit from Cyprus. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible, but not later than three days before the opening. Arrangements shall also be made to ensure that visas for the duration of the Workshop are delivered at the airport of arrival to those who were unable to obtain them prior to their arrival.

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

- (i) Injury to person or damage to property in conference or office premises provided for the Workshop;
- (ii) The transportation provided by your Government;
- (iii) The employment for the Workshop of personnel provided or arranged by your Government; and your Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

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

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

I further propose that upon receipt of your confirmation in writing of the above this Exchange of letters shall constitute an Agreement between the United Nations and the Government of the Republic of Cyprus regarding the provision of host facilities by your Government for the Workshop.

Accept, Excellency, the assurances of my highest consideration.

[Signed] FOR IBRAHIM GAMBARI
Under-Secretary-General for Political Affairs
United Nations Focal Point
for Electoral Assistance Activities

II

19 April 2006

Excellency,

I have the honour to acknowledge receipt of your letter dated 18 April 2006 with which you wish to obtain my Government's acceptance of the arrangements proposed for the United Nations "Workshop on Lessons Learned from the Iraqi Elections" to be held in Larnaca, Cyprus between 2 and 4 May 2006 and of the terms that shall apply to this Workshop.

I am pleased to convey to you my Government's acceptance of the proposed terms as well as its understanding that your letter and this letter of acceptance, when received by you, shall constitute an Agreement between the Government of Cyprus and the United Nations concerning the arrangements for the aforementioned "Workshop".

Accept, Excellency, the assurances of my highest consideration.

[Signed] ANDREAS D. MAVROYIANNIS

(f) Agreement between the United Nations and the Italian Republic on the enforcement of sentences of the International Criminal Tribunal for Rwanda. Rome, 17 March 2006*

The Government of the Italian Republic (hereinafter called the "requested State") and the United Nations acting through the International Criminal Tribunal for Rwanda (hereinafter called "the Tribunal"),

Recalling Article 26 of the Statute of the Tribunal annexed to Security Council resolution 955 (1994) of 8 November 1994, according to which imprisonment of persons sentenced by the Tribunal shall be served in Rwanda or in any of the States on a list of States which have indicated to the Security Council their willingness to accept convicted persons;

Considering Italian Law n. 181 of 2 August 2002 relating to cooperation between the Government of Italy and the Tribunal;

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

* Entered into force on 25 May 2006, in accordance with article 12 of the agreement.

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

In order to give effect to the judgments and sentences of the Tribunal;

Have agreed as follows:

Article 1. Purpose and Scope of the Agreement

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

Article 2. Procedure

1. A request to the Government of Italy to enforce a sentence shall be made by the Registrar of the Tribunal (hereinafter “the Registrar”) with the approval of the President of the Tribunal (hereinafter “the President”).

2. When making the request, the Registrar shall provide the following documents to the Minister of Justice of the requested State (hereinafter “the Minister of Justice”):

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

3. The Minister of Justice shall submit the request to the competent national authorities, in accordance with Italian laws and particularly in conformity with Article 7, par. 1. of “Provision on Cooperation with the International Tribunal having the required capacity to judge for heavy violations of the humanitarian law committed on the Rwanda territory and its nearby States” (Law of 2 August 2002, n. 181, hereinafter designated as “Provisions on cooperation matters”).

4. The competent national authorities of the requested State shall promptly decide upon the request of the Registrar, in accordance with Article 7, par. 2, 3 and 4 of the “Provisions on cooperation matters”.

Article 3. Enforcement

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

2. The conditions of imprisonment shall be governed by the law of the requested State, in accordance with Article 8, par. 1, of the “Provisions on cooperation matters”, subject to the supervision of the Tribunal, as provided for in Article 8, par. 2, of the already

mentioned “Provisions on cooperation matters” and in Articles 6, 7, 8 and 9, par. 2 and 3, of this Agreement.

3. If, pursuant to the applicable national law of the requested State, the convicted person is eligible for non-custodial measures or working activities outside the prison or is entitled to benefit from conditional release, the Minister of Justice shall notify the President of the Tribunal.

4. If the President of the Tribunal, in consultation with the judges, does not consider that the application to the convicted person of one of the measures mentioned in paragraph 3 above is appropriate, the Registrar shall immediately notify the Minister of Justice who, pursuant to Article 10 of this Agreement, will provide for the transfer of the convicted person to the Tribunal.

5. Conditions of imprisonment shall be compatible with the Standard Minimum Rules for the Treatment of Prisoners, the Body of Principles for the protection of all persons under any form of detention or imprisonment and the Basic Principles for the Treatment of Prisoners.

Article 4. Transfer of the convicted person

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

Article 5. Non-bis-in-idem

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

Article 6. Inspection

1. Following arrangements with the competent authorities of the Ministry of Justice according to Article 8, par. 2, of the “Provisions on cooperation matters”, the Minister of Justice shall allow the inspection of the conditions of detention and treatment of the convicted persons at any time and on a periodic basis by the International Committee of the Red Cross (ICRC). The frequency of such visits shall be determined by the ICRC. The ICRC shall submit a confidential report based on the findings of these inspections to the Minister of Justice and to the President of the Tribunal.

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

Article 7. Information

1. The Minister of Justice shall immediately notify the President:
 - a) If the convicted person has deceased;

- b) If the convicted person has escaped from custody;
- c) Two months prior to the completion of the sentence.

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

Article 8. Pardon and Commutation of sentence

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

2. If the President of the Tribunal, in consultation with the judges, does not consider that the application to the convicted person of one of the measures mentioned in paragraph 1 above is appropriate, the Registrar shall immediately notify the Minister of Justice who, pursuant to Article 10 of this Agreement, will provide for the transfer of the convicted person to the Tribunal.

Article 9. Termination of enforcement

1. The enforcement of the sentence shall cease:
 - a) When the sentence has been completed;
 - b) Upon the decease of the convicted person;
 - c) Upon pardon of the convicted person;
 - d) Following a decision of the Tribunal, as referred to in paragraph 2.

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

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

Article 10. Impossibility to enforce sentence

If, at any time after the decision has been taken to enforce a sentence, further enforcement has, for any legal or practical reason, become impossible, the Minister of Justice shall promptly so inform the Registrar. The Registrar shall make the appropriate arrangements for the transfer of the convicted person. The competent authorities of the requested State shall allow for at least sixty (60) days following the notification before taking other measures on the matter.

Article 11. Costs

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

Article 12. Entry into force

This Agreement shall enter into force after the Government of the Italian Republic has notified the United Nations of completion of all its relevant internal procedures.

Article 13. Duration of the Agreement

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

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

In witness whereof, the undersigned, duly authorized thereto, have signed this Agreement.

Done in Rome this 17th day of March in duplicate, in English and Italian, the English text being authoritative.

(g) Exchange of letters constituting an agreement between the United Nations and Egypt regarding the arrangements for the United Nations seminar on Assistance to the Palestinian People. 20 April 2006*

I

20 April 2006

Excellency,

1. I have the honour to refer to resolution 60/37 on the "Question of Palestine" adopted by the General Assembly on 1 December 2005, in particular to its paragraph 3, by which the General Assembly requested the Secretary-General to ensure that the Division for Palestinian Rights of the Secretariat "continues to carry out its programme of work as detailed in relevant earlier resolutions, in consultation with the Committee on the Exercise of the Inalienable Rights of the Palestinian People and under its guidance". Accordingly, the Committee included the organization of meetings and conferences in various regions in its annual programme of work.

2. The Committee has received with appreciation the acceptance of Your Excellency's Government to hold the United Nations Seminar on Assistance to the Palestinian People on 26 and 27 April 2006 in Cairo. The Seminar will be organized jointly by the United Nations, represented by the Department of Political Affairs ("the United Nations") and the Government of the Arab Republic of Egypt ("the Government"). The venue of the Seminar is the Conrad Hotel in Cairo. With the present letter, I wish to obtain your Government's acceptance of the arrangements set out below.

3. The number of persons who will participate in the Seminar is expected to be about 150–200. They will include representatives of States, including Members and Observers of the Committee, United Nations officials, eminent personalities, parliamentarians, rep-

* Entered into force on 20 April 2006 in accordance with the provisions of the letters.

representatives of interested intergovernmental organizations, individuals drawn from the academic community and others interested in the subject, as well as representatives of non-governmental and other civil society organizations. All participants will be invited by the United Nations.

4. The public sessions of the Seminar shall be opened to representatives of information media accredited by the United Nations at its discretion.

5. The official languages of the Seminar will be Arabic, English and French. Simultaneous interpretation from and into these languages will be provided by the United Nations.

6. The United Nations shall be responsible for the preparation and conduct of the Seminar, invitation of participants, travel and Daily Subsistence Allowance (DSA) for United Nations officials servicing the Seminar, rental of conference facilities and office space, as well as necessary conference and office equipment, recruitment of local staff, preparation and distribution of meetings' documentation, preparation and publication of the reports of the Seminar.

7. The Government shall be responsible for the availability of the required equipment.

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

9. As the Seminar will be convened by the United Nations, the following terms shall apply:

(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 ("the Convention"), to which the Government is a party, shall be applicable in respect of the Seminar. The representatives of States invited by the United Nations to participate in the Seminar, including Members and Observers of the Committee on the Exercise of the Inalienable Rights of the Palestinian People shall enjoy the privileges and immunities accorded by Article IV of the Convention. All other participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on missions 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 Seminar shall enjoy the privileges and immunities provided under Articles V and VII of the Convention. Officials of the Specialized Agencies participating in the Seminar shall be accorded the privileges and immunities provided under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies adopted by the General Assembly on 21 November 1947;

(b) 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 Seminar;

(c) Without prejudice to the provisions in paragraphs (a) and (b) above, all persons performing functions in connection with the Seminar, and all those invited to the Seminar shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the Seminar;

(d) All participants invited by the United Nations and all persons performing functions in connection with the Seminar shall have the right of unimpeded entry into and exit from Egypt, and no impediment shall be imposed on their transit to and from the Seminar area. Visas and entry/exit permits, where required, shall be granted free of charge and as speedily as possible. When applications are made four weeks before the opening of the Seminar, visas shall be granted no later than two weeks before the opening of the Seminar. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and no later than three days before the opening. Arrangements shall also be made to ensure that visas for the duration of the Seminar are delivered at the airport of arrival to those who were unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the Seminar;

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

- (i) injury to persons or damage to or loss of property in meeting or office premises provided for the Seminar;
- (ii) injury to persons, or damage to or loss of property caused by or incurred in using the transportation provided by or under the control of the Government; and
- (iii) the employment for the Seminar of personnel provided or arranged by the Government;

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

(f) The Government shall allow the temporary importation, tax-free and duty-free, of all equipment, including technical equipment accompanying representatives of the information media duly accredited by the United Nations, and shall waive import duties and taxes on supplies necessary for the official use of the United Nations for the Seminar. It shall issue without delay, to the United Nations and the above-mentioned representatives of the information media any necessary import and export permits for this purpose.

10. Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement, except for a dispute that is regulated by Section 30 of the Convention or Section 32 of the Convention on the Privileges and Immunities of the Specialized Agencies, shall be resolved by negotiations or other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be Chairman, by the other two arbitrators. If either Party does not appoint an arbitrator within three months of the appointment by the other Party having notified the name of its arbitrator, or if the first two arbitrators do not, within three months of the appointment or nomination of the second one of them appoint the chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the Parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all

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

11. I further propose that upon receipt of your Government's written acceptance of this proposal, the present letter and the letter in reply from your Government shall constitute an Agreement between the United Nations and the Government of the Arab Republic of Egypt regarding the arrangements for the United Nations Seminar on Assistance to the Palestinian People. It shall enter into force on the date of your reply and shall remain in force for the duration of the Seminar and for such additional period as is necessary for the preparation and completion of its work and for the resolution of matters arising out of the Agreement.

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

[Signed] FOR I. A. Gambari
Under-Secretary-General for Political Affairs

II

20 April 2006

Excellency,

With reference to your draft Letter of Agreement between the United Nations and the Government of Egypt regarding the arrangements for the United Nations Seminar on Assistance to the Palestinian People to be held on 26 and 27 April 2006 in Cairo (CPR/SEM/2006 dated 28 March 2006), I have the honour to inform you that the Government of Egypt accepts the proposal contained in your draft Letter of Agreement referred to above.

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

Sincerely,

[Signed] MAGED A. ABDELAZIZ
Ambassador
Permanent Representative

(h) Protocol amending the Agreement between the United Nations and the Democratic Republic of the Congo on the status of the United Nations Mission in the Democratic Republic of the Congo. Kinshasa, 6 June 2006*

Whereas, on 4 May 2000, the United Nations and the Government of the Democratic Republic of the Congo signed the Agreement between the United Nations and the Democratic Republic of the Congo concerning the status of the United Nations Mission in the Democratic Republic of the Congo ("the Agreement");

Whereas, in its resolution 1503 (2003) dated 26 August 2003, the Security Council requested the Secretary-General of the United Nations to seek the inclusion of, and that host countries include, key provisions of the Convention on the Safety of United Nations and Associated Personnel, among others, those regarding the prevention of attacks against members of United Nations operations, the establishment of such attacks as crimes pun-

* Entered into force on 6 June 2006 in accordance with Article 2 of the Protocol.

ishable by law and the prosecution or extradition of offenders, in future as well as, if necessary, in existing status-of-forces, status-of-missions and host country agreements negotiated between the United Nations and those countries,

Wishing to amend the Agreement so as to include in it key provisions of the Convention on the Safety of United Nations and Associated Personnel,

The United Nations and the Government of the Democratic Republic of the Congo have agreed as follows:

1. Paragraphs 48 and 49 of the Agreement shall be deleted and replaced by the following provisions:

“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 in respect of MONUC, its property, assets and members. In particular:

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

(ii) If members of MONUC are captured or detained in the course of the performance of their duties and their identity 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 Convention of 1949;

(iii) The Government undertakes to prosecute, without exception and without delay, persons subject to its criminal jurisdiction who are accused of having committed the acts listed below against MONUC or its members:

(a) A murder, kidnapping or other attack upon the person or liberty of any members of MONUC;

(b) A violent attack upon the official premises, the private accommodation or the means of transportation of any member of MONUC likely to endanger his or her person or liberty;

(c) A threat to commit any such attack with the objective of compelling a natural 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 reaffirms 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 MONUC, is present in its territory, unless it has extradited such person to the State in 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 also undertakes to ensure the prosecution without exception and without delay of persons subject to its criminal jurisdiction who are accused of having committed, in respect of MONUC or of its members, other acts which, if committed in respect of the forces of the Government or the local civilian population, would have rendered the perpetrators liable to prosecution.

49. Upon the request of the Special Representative of the Secretary-General, the Government shall provide any security necessary to protect MONUC, its property and its members during the exercise of their duties.”

2. The present Protocol shall enter into force on the date of its signature by both Parties.

In witness whereof, the undersigned, being duly authorized to do so by the United Nations and by the Government of the Democratic Republic of the Congo, have signed this Protocol.

Done at Kinshasa, Democratic Republic of the Congo, on 6 June 2006, in two copies in French.

[Signed] WILLIAM LACEY SWING

Special Representative of the Secretary-General for the Democratic Republic of the Congo

[Signed] RAYMOND RAMAZAN BAYA

Minister for Foreign Affairs and International Cooperation

**(i) Exchange of letters constituting an agreement between the United Nations and Cambodia concerning the organization of the ASEAN Meeting on the 2010 World Programme on Population and Housing Censuses.
29 June and 20 July 2006***

I

29 June 2006

Excellency,

I have the honour to refer to the arrangements concerning the “ASEAN (Association of South East Asian Nations) Meeting on the 2010 Round of Population and Housing Censuses” (hereinafter referred to as “the Meeting”). The Meeting will be organized by the United Nations represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”) and the Government of the Kingdom of Cambodia represented by the National Statistical Institute of Cambodia (hereinafter referred to as “the Government”). The Meeting will be held in Siem Reap, Cambodia from 31 July to 2 August 2006, at the Prince D’Angkor Hotel.

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

1. The Meeting will be attended by the following participants invited by the United Nations:

* Entered into force on 20 July 2006, in accordance with the provisions of the letters.

- (a) up to 18 international participants from member countries of ASEAN;
- (b) local government officials selected by the Government;
- (c) up to 2 officials from the ASEAN Secretariat;
- (d) up to 3 officials from the United Nations;
- (e) other participants, invited as observers by the United Nations including representatives from the United Nations system.

2. The total number of participants will be approximately 32. The list of participants will be determined by the United Nations in consultation with the Government prior to the holding of the Meeting.

3. The Meeting will be conducted in English.

4. The United Nations will be responsible for:

- (a) the planning and running of the Meeting and the preparation of the appropriate documentation;
- (b) the invitations as well as the selection of the international participants, as specified in sub-paragraphs 1 a), 1 c), 1 d) and 1 e);
- (c) conference facilities for the Meeting;
- (d) the reproduction of the Meeting materials;
- (e) any necessary office supplies and equipment, including stationery, personal computers, printers and photocopiers;
- (f) substantive support during and after the Meeting;
- (g) administrative arrangements and costs relating to the issuance of airline tickets and the payment of subsistence allowance for the participants specified in sub-paragraphs 1 a), 1 c) and 1 d) and five of the participants specified in sub-paragraph 1 b).

5. The Government will be responsible for:

- (a) local counterpart staff to assist with the planning and any necessary administrative support during the Meeting;
- (b) the invitation as well as any costs related to the participation of national participants specified in sub-paragraph 1 c) above, beyond those covered under sub-paragraph 4g).

6. The cost of transportation and daily subsistence allowance for observers, as specified in sub-paragraph 1 d) above, will be the responsibility of their organizations.

7. The Government will ensure the effective functioning of Symposium in an atmosphere of security and tranquility from interference of any kind.

8. As the Meeting will be convened by the United Nations, I wish to propose that the following terms shall apply to it:

(a) The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 (hereinafter referred to as “the Convention”) shall be applicable in respect of the Meeting;

(b) The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by Articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided

under articles V and VII of the Convention. The Government shall apply to officials of the Specialized Agencies participating in the Meeting the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies;

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

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

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

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

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

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

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

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

10. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention that is regulated by Section 30 of the Convention or of any other applicable agreement, shall, unless the Parties otherwise agree, be resolved by negotiations or other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of either Party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairman, by the other two arbitrators. If either Party does not appoint an arbitrator within three months of the other Party having notified the name of its arbitrator, or if the first two arbitrators do not, within three months of the appointment or nomination of the second one of them appoint

the Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either Party to the dispute. Except as otherwise agreed by the Parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the Parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the Parties, be binding on both of them.

I further propose that upon receipt of your 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 Kingdom of Cambodia regarding the hosting of the Meeting, which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and for 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.

Yours sincerely,

[Signed] JOSE ANTONIO OCAMPO
Under-Secretary-General for
Economic and Social Affairs

II

20 July 2006

Dear Mr. Under-Secretary-General,

I have the honour to refer to your letter reference DESA/06/162 of 29 June 2006 relating to the proposed arrangements for the hosting of the ASEAN meeting on the 2010 World Programme on Population and Housing Censuses to be held in Siem Reap, Cambodia from 31 July to 2 August 2006.

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

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

Yours sincerely,

[Signed] DR. Widhya Chem
Ambassador Permanent Representative
Permanent Mission of the Kingdom of Cambodia
to the United Nations

**(j) Memorandum of Understanding between the United Nations and the African Union for the provision of support by the United Nations Mission in the Sudan (UNMIS) to the African Union Mission in the Sudan (AMIS).
Addis Ababa, 25 November 2006***

Whereas, the African Union Mission in the Sudan (“AMIS”) was established, on 28 May 2004, as a Peace Support Operation Mission of the African Union, and whereas its current mandate includes implementation of the Darfur Peace Agreement signed on 5 May 2006;

Whereas, on 4 June 2004 the African Union and the Government of the Sudan signed a Status of Mission Agreement (SOMA) on the establishment and management of the Ceasefire Commission in the Darfur area of the Sudan which covers the activities of AMIS in that area;

Whereas, the United Nations Mission in the Sudan (UNMIS) was established pursuant to United Nations Security Council resolution 1590 (2005) of 24 March 2005, as a subsidiary organ of the United Nations;

Whereas, the Agreement between the United Nations and the Government of the Sudan concerning the Status of the United Nations Mission in Sudan (the “UNMIS SOFA”), concluded on 28 December 2005, applies to UNMIS’ operations throughout the territory of the Sudan;

Whereas, by a series of decisions and particularly by its decisions of 10 March 2006 and of 20 September 2006, the Peace and Security Council of the African Union appealed to the United Nations for assistance in supporting the activities of AMIS;

Recalling, United Nations Security Council resolution 1679 (2006) of 16 May 2006 which called upon the African Union and the United Nations to agree on requirements necessary to strengthen the capacity of AMIS to enforce the security arrangements of the Darfur Peace Agreement;

Whereas, based on the findings of the African Union-United Nations joint technical assessment mission of June 2006 the two organizations identified a number of specific areas where the United Nations could provide concrete support to AMIS;

Whereas, in his reports dated 28 July 2006 (S/2006/591) and 28 August 2006 (S/2006/591/Add.1), the Secretary-General outlined the areas in which the United Nations could provide significant support to AMIS;

Whereas, by its resolution 1706 (2006) of 31 August 2006, the Security Council decided that those elements outlined in paragraphs 40 to 58 of the Secretary-General’s report of 28 July 2006 and which relate to the United Nations Support Package for AMIS shall begin to be deployed not later than 1 October 2006;

Whereas, by a letter dated 25 September 2006 the Secretary-General of the United Nations and the Chairperson of the African Union Commission jointly informed the President of the Republic of the Sudan that the two organizations have agreed on a package of immediate United Nations support to AMIS;

* Entered into force on 25 November 2006 in accordance with article 16.1 of the Memorandum of Understanding.

Now, therefore, the United Nations and the African Union (the “Parties”), acting through UNMIS and AMIS, respectively, agree as follows:

Article 1. Purpose

1. This Memorandum of Understanding (the “MOU”) sets out the modalities for the provision of support by UNMIS to AMIS pursuant to paragraphs 5 and 7 of Security Council resolution 1706 (2006) and relevant Peace and Security Council decisions of the African Union.

Article 2. Basic Principles

2.1 UNMIS shall provide the support set forth in this MOU to AMIS in consultation and coordination with the Government of National Unity of the Sudan and in a spirit of transparency.

2.2 The provision of the support by UNMIS to AMIS shall not affect the legal status of AMIS, as a Peace Support Operation Mission of the African Union, or the independence of AMIS in the implementation of its mandate.

Article 3. Coordination

3.1 UNMIS shall designate an official (the “UNMIS Coordinator”) to coordinate the provision of support to AMIS. The UNMIS Coordinator, or his/her authorized delegate, shall be the point of contact in UNMIS for all matters arising in connection with this MOU.

3.2 AMIS shall designate an official (the “AMIS Coordinator”) to coordinate the provision of support from UNMIS. The AMIS Co-ordinator, or his or her authorized delegate, shall be the point of contact in AMIS for all matters arising in connection with this MOU. The AMIS Co-ordinator shall be based in El Fasher.

3.3 The UNMIS Coordinator shall be based in El Fasher and will report directly to the Head of Mission for UNMIS.

Article 4. Deployment of UNMIS Personnel

4.1 UNMIS shall in consultation with AMIS, deploy the Military Personnel, Police Advisers and civilian personnel (hereinafter collectively referred to as “UNMIS Personnel”) to or in support of AMIS to perform the functions described in Annex 1 or such other functions or tasks as may be agreed in writing between UNMIS and AMIS.

4.2 UNMIS Personnel deployed to AMIS shall provide dedicated full-time support to AMIS in the performance of the functions described in Annex 1, or such other functions or tasks as may be agreed in writing between UNMIS and AMIS.

Article 5. Status of UNMIS Personnel

5.1 UNMIS Personnel deployed to AMIS shall, at all times during the period of their deployment to AMIS, remain members of UNMIS.

5.2 UNMIS Personnel deployed to AMIS shall, at all times during the period of their deployment to AMIS, continue to enjoy the status, privileges, immunities, facilities

and exemptions provided for in the UNMIS SOFA and in the Convention on the Privileges and Immunities of the United Nations.

5.3 UNMIS Military Personnel and Police Advisers deployed to AMIS shall, while performing their official duties, wear their national military or police uniform, with standard United Nations accoutrements, clearly identifying them as UNMIS Military and Police personnel, respectively. In addition, UNMIS Military Personnel and Police Advisers deployed to AMIS shall, while performing their official duties wear an AMIS arm band clearly identifying them as UNMIS personnel assigned to AMIS.

Article 6. Command and Control

6.1 All UNMIS Personnel deployed to AMIS shall at all times remain under the overall command and authority of the United Nations, represented by the Head of Mission of UNMIS.

6.2 The UNMIS Force Commander is vested with United Nations Operational Control of all UNMIS Military Personnel in Sudan. However, the AMIS Force Commander shall exercise Operational Control of the UNMIS Military Personnel assigned to AMIS to the extent required to facilitate the effective performance, on the ground of the functions described in Annex 1, in accordance with the terms of this MOU.

6.3 All UNMIS Personnel deployed to AMIS shall be administered by and accountable to the United Nations, in accordance with United Nations regulations, rules, policies, directives and administrative instructions, and standard operating procedures including but not limited to, those relating to performance, conduct and discipline.

6.4 UNMIS Police Advisers and civilian personnel deployed to AMIS shall provide advice and support to AMIS as described in Annex 1. UNMIS civilian personnel shall at all times be under the overall authority of the UNMIS Coordinator. UNMIS Police Advisers shall at all times remain under the operational control of the UNMIS Police Commissioner. However, the AMIS Police Commissioner can make recommendations to the UNMIS Police Commissioner concerning any matter pertaining to the deployment of UNMIS Police Advisers to support the evolving operational requirements of AMIS police. To this end the UNMIS Police Commissioner will closely liaise and consult with the AMIS Police Commissioner and the UNMIS and AMIS Support Package Coordinators, respectively to ensure a coordinated and consistent approach.

Article 7. Discipline

7.1 UNMIS Personnel deployed to AMIS shall at all times remain subject to United Nations standards of conduct, including, *inter alia*, directives, standard operating procedures, policies and issuances issued by, or on behalf of, the Head of Mission of UNMIS.

7.2 The Head of Mission of UNMIS shall continue at all times to be responsible for ensuring discipline and good order among UNMIS Personnel deployed to AMIS during the period of their deployment with AMIS.

7.3 Without prejudice to Article 6.2 above, all UNMIS Personnel deployed to AMIS shall remain solely accountable to the United Nations in respect of all matters relating to conduct and discipline. The military police of AMIS shall have the power of arrest over UNMIS Military Personnel deployed to AMIS in respect of the commission or attempted

commission of a criminal offence. Any UNMIS Military Personnel arrested by AMIS military police shall be transferred to UNMIS without undue delay and where possible within twenty-four (24) hours for appropriate disciplinary action.

Article 8. Reporting

8.1 UNMIS Personnel deployed to AMIS shall comply with AMIS routine internal reporting procedures.

8.2 UNMIS Personnel deployed to AMIS shall report to UNMIS through the UNMIS Coordinator, or his/her authorized delegate.

Article 9. Safety and Security

9.1 Subject to the primary responsibility of the Government of National Unity of the Sudan, UNMIS in accordance with the United Nations security management system shall be responsible for the safety and security of UNMIS Personnel deployed to AMIS. UNMIS Personnel deployed to AMIS may be withdrawn at any time, at the sole discretion of UNMIS, for reasons of safety and security. AMIS shall be notified concerning any decision relating to withdrawal.

9.2 The UNMIS Coordinator and the AMIS Coordinator shall consult regularly and cooperate on all matters relating to the safety and security of UNMIS Personnel deployed to AMIS.

9.3 The locations including duty-related travel to which UNMIS Personnel assigned to AMIS are deployed shall be subject to the prior written consent of the UNMIS Coordinator. UNMIS Personnel deployed to AMIS shall not be required to travel to any areas of increased threat as identified by the UNMIS Coordinator, without the prior written authorization of the UNMIS Coordinator.

9.4 AMIS shall take the necessary steps, as required by the AMIS Rules of Engagement, to ensure that members of AMIS authorized to carry firearms are both authorized and instructed to use force, up to and including deadly force, if necessary, to defend UNMIS Personnel deployed to AMIS against actual or imminent attack.

9.5 The AMIS Coordinator shall immediately notify the UNMIS Coordinator in the event that any UNMIS Personnel deployed to AMIS is arrested, detained, abducted, or missing, or if any UNMIS Personnel assigned to AMIS is taken ill, injured, dies or is killed and what action is being taken by AMIS.

Article 10. Logistics Support

10.1 UNMIS shall provide the following logistics support to UNMIS Personnel deployed to AMIS:

- Accommodation and meals, or subsistence allowance(s) in lieu thereof, in accordance with United Nations established procedures;
- Office accommodation (save to the extent that UNMIS Personnel deployed to AMIS are located in AMIS facilities) and office equipment;
- Communications Equipment;
- Vehicles, together with maintenance and fuelling;

- Air Transport;
- Camp facilities;
- Medical support, including MEDEVAC.

10.2 AMIS shall ensure that UNMIS personnel deployed to AMIS in locations where UNMIS logistics support is not available are provided with at least the same level of logistics support, medical and medevac facilities, as is provided to AMIS personnel. AMIS shall ensure that its medical staff at the hospital, including but not limited to doctors, specialists and surgeons, have the requisite certification and accreditation.

10.3 AMIS Personnel may travel on UNMIS aircraft, subject to and in accordance with relevant United Nations procedures including the signature of appropriate waivers, of liability. UNMIS Personnel deployed to AMIS shall not travel on AMIS aircraft without the prior written authorization of the UNMIS Coordinator. However, in cases of emergencies the AMIS co-ordinator may, at his discretion authorize the travel of UNMIS personnel deployed to AMIS on AMIS aircraft, which decision shall as soon as possible be communicated to the UNMIS Coordinator.

Article 11. United Nations Equipment

11.1 UNMIS shall provide to AMIS, on a temporary basis, the item(s) of United Nations-owned equipment described in Annex 2 (“UN Equipment”). Title to the UN Equipment shall at all times remain with UNMIS.

11.2 Requests for the provision of UN Equipment as set out in Annex 2 to AMIS shall be submitted, in writing, to the UNMIS Coordinator, or his/her authorized delegate. The AMIS Coordinator shall execute an “Agreement for Temporary Possession”, as set out by Annex 4, in respect of all item(s) of UN Equipment provided to AMIS.

11.3 AMIS shall be fully responsible and accountable for the custody and safekeeping of all UN Equipment provided to it and shall return such UN Equipment to UNMIS in the same condition as when it was provided to AMIS, reasonable wear and tear excepted. AMIS shall compensate UNMIS for the loss of, or damage to, any item(s) of UN Equipment beyond reasonable wear and tear, in accordance with established United Nations procedures.

11.4 AMIS shall implement all necessary control procedures to ensure that UN Equipment provided to it is operated and used in a safe and responsible manner, by duly authorized AMIS personnel. AMIS shall not part with or share possession of any UN Equipment to, or with, any third party, nor shall AMIS permit any third party to use any UN Equipment.

11.5 AMIS shall take the necessary steps to ensure that all items of UN Equipment provided to AMIS pursuant to this MOU remain and are kept at all times in the Sudan. AMIS shall ensure that in no case shall any such item be removed from the Sudan without the written permission of the UNMIS Coordinator.

11.6 AMIS shall ensure that adequate security measures are in place to protect and preserve all UN Equipment against damage, theft or loss. The AMIS Coordinator shall notify the UNMIS Coordinator, as soon as practicable and in writing of the loss of, or damage to any UN Equipment provided to AMIS and shall cooperate with UNMIS in any investigation into the cause of such loss and/or damage.

11.7 UNMIS shall carry out the routine maintenance and repair and, where necessary, the installation and de-commissioning of, UN Equipment temporarily provided to AMIS. AMIS shall not carry out any repairs, alterations or other works to any UN Equipment provided to it without the prior written consent of the UNMIS Coordinator.

11.8 AMIS shall afford UNMIS access, at all reasonable times, to any premises in which any UN Equipment is located for the purpose of inspecting, maintaining, spot-checking, stocktaking, installing or removing any item(s) of UN Equipment provided to it pursuant to this MOU.

11.9 AMIS shall return to a location to be designated by the UNMIS Coordinator all or any item(s) of UN Equipment provided to it within fourteen (14) days of a written request by the UNMIS Coordinator to do so.

11.10 AMIS shall return all UN Equipment provided to it within fourteen (14) days of the termination of this MOU, including if AMIS transitions to a United Nations operation, as contemplated by Security Council resolution 1706 (2006). Under no circumstances shall any UN Equipment provided to AMIS be charged back to the United Nations under any contingent-owned equipment reimbursement arrangements.

11.11 All UN Equipment provided to AMIS pursuant to this MOU shall be provided on an "as is" basis. AMIS acknowledges that neither UNMIS, nor the United Nations, make any warranties or representations, express or implied, as to the condition of any UN Equipment or as to its suitability for any intended use.

11.12 AMIS undertakes to provide bi-monthly reports to the UNMIS Coordinator or his/her designated representative based on physical counts of UN equipment provided to AMIS pursuant to this MOU. AMIS shall provide an annual inventory report to the UNMIS Coordinator or his/her designated representative as at 30 June, no later than 30 July, to enable the UN to meet its financial reporting obligations.

Article 12. United Nations Supplies

12.1 At the request of AMIS, UNMIS shall provide to AMIS the consumable supplies described in Annex 3 ("UN Supplies").

12.2 Requests for the provision of UN Supplies as set out in Annex 3 shall be submitted in writing by the AMIS Coordinator to the UNMIS Coordinator. The volume of UN Supplies provided to AMIS shall not exceed the consumption rates established for UNMIS personnel.

12.3 All UN Supplies provided to AMIS pursuant to this MOU shall be provided on an "as is" basis. AMIS acknowledges that neither UNMIS, nor the United Nations, make any warranties or representations, express or implied, as to the condition of any UN Supplies or as to their suitability for any intended use.

Article 13. Indemnity

13.1 Each Party shall be responsible for resolving and shall indemnify, hold and save harmless, and defend the other Party, its officials, personnel, servants and agents from and against, all claims and demands in respect of the death, injury or illness of their respective officials, personnel, servants or agents, or for the loss of or damage to their respective property, or the property of their respective officials, personnel, servants or agents, arising from

or in connection with the implementation of this MOU unless such claims or demands result from the negligence or wilful misconduct of the other Party or of the other Party's officials, personnel, servants or agents.

13.2 AMIS, as a Peace Support Operation Mission of the African Union, shall be responsible for resolving, and shall indemnify, hold and save harmless, and defend the United Nations, including UNMIS, and its officials, personnel, servants and agents from and against, all claims, demands, losses and liability of any nature or kind brought or asserted by third parties, based on, arising of, related to, or in connection with the implementation of this MOU, unless such claims, demands, losses or liability results from the gross negligence or wilful misconduct of the United Nations, including UNMIS, or its officials, personnel, servants or agents.

Article 14. Consultation and Dispute Resolution

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

14.2 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 implementation of this MOU.

14.3 Any differences between the Parties arising out of or in connection with the implementation of this MOU shall be resolved by consultations between the Head of Mission of UNMIS and the AMIS Head of Mission. Any differences that are not settled by such consultations shall be referred to the Chairperson of the AU Commission and to the Secretary-General of the United Nations for settlement.

Article 15. Privileges and Immunities

Nothing in or relating to this MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs and its personnel or that of the African Union.

Article 16. Final Provisions

16.1 This MOU shall enter into force on the date of its signature by the Parties.

16.2 This MOU may be modified, supplemented or amended at any time by written agreement between the Parties.

16.3 This MOU may be terminated at any time by either Party giving thirty (30) days notice to the other. This MOU shall terminate immediately upon the termination of the mandate of either UNMIS or AMIS, or if AMIS transitions to a United Nations operation, as contemplated by Security Council resolution 1706 (2006). Notwithstanding the termination of this MOU, the provisions of Articles 11, 12, 13, 14 and 15 shall remain in force.

16.4 All requests, notices and other communications provided for or contemplated in this MOU shall be in writing.

16.5 The Annexes to this MOU are an integral part of this MOU.*

In witness whereof, the duly authorized representatives of the United Nations and the African Union have affixed their signatures, this 25th day of November 2006 at Addis Ababa.

For and on behalf of United Nations:
[Signed] TAYE BROOK ZERIHOUN
Officer-In-Charge
United Nations Mission in Sudan

For and on behalf of the African Union:
[Signed] AMBASSADOR SAID DJINNIT
Commissioner
Peace and Security

**(k) Agreement between the United Nations and the Kingdom of Spain concerning the establishment of the United Nations Office to Support the International Decade for Action “Water for Life” (2005–2015).
New York, 22 December 2006****

The United Nations and the Kingdom of Spain,

Whereas the General Assembly of the United Nations by its resolution 58/217 of 23 December 2003, proclaimed the years 2005–2015 as the International Decade for Action, “Water for Life”;

Whereas Spain has informed the United Nations of its willingness to provide facilities and funds necessary for carrying out the project and in order to establish the United Nations Office to Support the International Decade for Action, “Water for Life” in Zaragoza, and for that purpose Spain and the United Nations concluded a Technical Cooperation Trust Fund Agreement on 19 September 2006;

Whereas Spain agrees to grant the Office all the necessary privileges, immunities, exemptions and facilities to enable the Office to perform its functions, including its programmes of work, projects and other relevant activities;

Bearing in mind that the Convention on the Privileges and Immunities of the United Nations adopted by the United Nations General Assembly on 13 February 1946, to which Spain acceded on 31 July 1974, is applicable to the Office;

Desiring to conclude an Agreement defining the arrangements necessary for the effective discharge of the functions by the Office.

Have agreed as follows:

Article 1. Definitions

In this Agreement:

- (a) The expression “Office” means the United Nations Office to Support the International Decade for Action, “Water for Life”, 2005–2015;
- (b) The expression “Spain” means the Kingdom of Spain;

* The Annexes are not reproduced in the present publication.

** Provisionally applied as from 22 December 2006, in accordance with article 22 (1) of the agreement.

(c) The expression “appropriate authorities” means the competent authorities of Spain in accordance with its laws;

(d) The expression “Office premises” means the premises, being the buildings and structures, equipment and other installation facilities, as well as the surrounding grounds and any other premises occupied or used by the Office in Spain, in accordance with this Agreement or any other supplementary agreement with the competent Spanish authorities;

(e) The expression “the General Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which Spain acceded on 31 July 1974;

(f) The expression “Secretary-General” means the Secretary-General of the United Nations or his/her authorized representative;

(g) The expression “officials of the Office” means the Head of Office and all members of the staff of the Office, coming within the scope of Article V of the General Convention;

(h) The expression “experts on missions” means persons, other than officials of the Office, undertaking missions for the United Nations and coming within the scope of Articles VI and VII of the General Convention.

(i) The term “Decade” refers to the International Decade for Action, “Water for Life”, 2005-2015, which was proclaimed by the United Nations General Assembly in its resolution 58/217, of 23 December 2003;

(j) The expression “Trust Fund Agreement” means the Technical Cooperation Trust Fund Agreement concluded on 19 September 2006 between the United Nations and Spain.

Article 2. Establishment of the Office

United Nations Office to support the International Decade for Action, “Water for Life”, 2005–2015 shall be established in the city of Zaragoza, Spain, to carry out the functions assigned to it by the Secretary General, within the framework of the Decade.

Article 3. Status of the Office

1. The Office premises shall be under the authority and control of the United Nations.

2. The Office premises shall be inviolable. No Spanish authorities shall enter the Office premises except upon the agreement or at the request of the Head of Office and under conditions agreed to by him/her.

Article 4. Security and protection

1. The appropriate authorities shall ensure the security and protection of the Office premises and exercise due diligence to ensure that the tranquility of the Office premises is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity. If so requested by the Head of Office, the appropriate authorities shall provide adequate police force necessary for the preservation of law and order in the Office premises or in its immediate vicinity, and for the removal of persons therefrom.

2. The appropriate authorities shall take effective and adequate action which may be required to ensure the appropriate security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of the Office free from interference of any kind.

Article 5. Public services

1. The appropriate authorities shall facilitate, upon request of the Head of Office and under terms and conditions not less favourable than those accorded by Spain to any diplomatic mission, access to the public services needed by the Office such as, but not limited to, postal, telephone and telegraphic services, electricity, water, gas, sewage, collection of waste, fire protection, local transportation and cleaning of public streets.

2. In case where electricity, water, gas or other services referred to in paragraph 1 above are made available to the Office by the appropriate authorities, or where the prices thereof are under their control, the rate for such services shall not exceed the lowest comparable rates accorded to diplomatic missions.

3. In case of *force majeure*, resulting in a complete or partial disruption of the above-mentioned services, the Office shall, for the performance of its functions, be accorded the same priority given to essential governmental agencies and organs.

4. The provisions of this Article shall not prevent the reasonable application of fire protection or sanitary regulations of Spain.

Article 6. Communications facilities

1. For postal, telephone, satellite, telegraph, telephoto, television, radio and other communications, the Office shall enjoy treatment not less favourable than that accorded to the diplomatic missions accredited to Spain with regard to any priorities, rates and charges on mail, telephone calls, satellite, telegraph, telephoto and other communications, as well as rates as may be agreed upon for news reported to the press, television and radio.

2. The Office shall have the right to operate radio, satellite and other telecommunications equipment for data, voice and other types of transmissions, on United Nations registered frequencies and those allocated by the appropriate authorities, between its Offices, within and outside Spain and in particular with Headquarters in New York, in accordance with the regulations in force.

Article 7. Freedom of access

1. The appropriate authorities shall not impede the transit to or from the Office premises and sojourn in Spain.

2. Visas, entry permits, where required, shall be granted to the officials of the Office, their dependents and persons invited thereto in connection with the official work and activities of the Office as promptly as possible and without charge.

Article 8. Funds, assets and other property

1. The Office, its funds, assets and other property, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any

particular case the United Nations has expressly waived the immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

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

3. Without being restricted by financial controls, regulations or moratoria of any kind, the 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 Spain to another country, or within Spain, to the United Nations or any other agency;

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

Article 9. Exemption from taxes, duties, import or export restrictions

The Office, its assets, funds and other property shall enjoy:

(a) Exemption from all direct and indirect taxes and levies; it being understood, however, that the Office shall not request exemption from taxes which are in fact no more than charges for public utility services rendered by the appropriate authorities or by a corporation under Spanish laws and regulations at a fixed rate according to the amount of services rendered, and which can be specifically identified, described and itemized;

(b) Exemption from customs charges, as well as limitations and restrictions on the import or export of materials imported or exported by the Office for its official use, it being understood that tax free imports cannot be sold in Spain except under conditions agreed to by the appropriate authorities;

(c) Exemption from all limitations and restrictions on the import or export of publications, still and moving pictures, films, tapes, diskettes and sound recordings imported, exported or published by the Office within the framework of its official activities.

Article 10. Inviolability of archives and all documents of the Office.

The archives of the Office, and in general all documents and materials made available, belonging to or used by it, wherever located in Spain and by whomsoever held, shall be inviolable.

Article 11. Officials of the Office

1. The officials of the Office shall enjoy in Spain the following privileges, immunities and facilities:

(a) Immunity from legal process in respect of words spoken and written and all acts performed by them in their official capacity. Such immunity shall continue in force after termination of employment with the United Nations;

(b) Immunity from personal detention and from seizure of their personal and official effects and baggage for acts performed in the discharge of their functions except in

case of *flagrante delicto*, and in such cases the appropriate authorities shall immediately inform the Head of Office of the detention or seizure;

(c) Exemption from taxation on the salaries and emoluments paid to them by the United Nations; exemption from taxation on all income and property, for themselves and for their spouses and dependent members of their families, in so far as such income derives from sources, or in so far as such property is located, outside Spain;

(d) Exemption from any military service obligations or any other obligatory service in Spain;

(e) Exemption, for themselves and for their spouses and dependent members of their families, from immigration restrictions or alien registration procedures;

(f) Exemption for themselves for the purpose of official business from any restriction on movement and travel inside Spain and a similar exemption for themselves and for their spouses and dependent members of their families for recreation in accordance with arrangements agreed upon between the Head of Office and the appropriate authorities;

(g) In regard to foreign exchange, including holding accounts in foreign currencies, enjoyment of the same facilities as are accorded to members of diplomatic missions accredited to Spain;

(h) Enjoyment, for themselves and for their spouses and dependent members of their families, of the same repatriation facilities granted in time of international crises to members of diplomatic missions accredited to Spain;

(i) If they have been previously residing abroad, the right to import their furniture, personal effects including their automobiles and all household appliances in their possession intended for personal use free of duty when they come to reside in Spain;

(j) The right to import for personal use, free of duty, taxes and other levies, prohibitions and restrictions on imports, one automobile and reasonable quantities of articles for personal consumption, provided that automobiles imported in accordance with this Article may be sold in Spain at any time after their importation, subject to the pertinent regulations in Spain. Internationally recruited staff shall also be entitled, on the termination of their functions in Spain, to export their furniture and personal effects, including automobiles, without duties and taxes.

2. Officials of Spanish nationality or with permanent residency status in Spain, shall enjoy only those privileges and immunities provided for in Section 18 of the General Convention.

3. In accordance with the provisions of Section 17 of the General Convention, the appropriate authorities shall be periodically informed of the names of the officials of the Office.

Article 12. Head of Office and senior officials

1. Without prejudice to the provisions of Article 11, the Head of Office shall enjoy during his/her residence in Spain the privileges, immunities and facilities granted to heads of diplomatic missions accredited to Spain. The name of the Head of Office shall be included in the diplomatic list.

2. The privileges, immunities and facilities referred to in paragraph 1 above shall also be accorded to a spouse and dependent members of the family of the Office officials concerned.

Article 13. Experts on missions

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

2. Experts on missions shall be granted exemption from taxation on the salaries and other emoluments paid to them by the Office, and may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.

3. Experts on mission of Spanish nationality or with permanent residency status in Spain shall enjoy only those privileges and immunities that come within the scope of Articles VI and VII of the General Convention.

Article 14. Personnel recruited locally and assigned to hourly rates

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

Article 15. Waiver of Immunity

Privileges and immunities referred to in Articles 11, 12, 13 and 14 above are granted to officials of the Office, experts on missions and personnel recruited locally and assigned to hourly rates in the interest of the United Nations and not for their personal benefit. The right and the duty to waive the immunity of these persons, in any case where it can be waived without prejudice to the interests of the United Nations, shall lie with the Secretary-General of the United Nations.

Article 16. United Nations laissez-passer and certificate

1. The appropriate authorities shall recognize and accept the United Nations *laissez-passer* issued to officials of the Office as a valid travel document.

2. In accordance with the provisions of Section 26 of the General Convention, the appropriate authorities shall recognize and accept the United Nations certificate issued to experts and other persons traveling on the business of the United Nations.

3. The appropriate authorities further agree to issue any required visas on United Nations *laissez-passers* and certificates.

Article 17. Identification cards

1. At the request of the Head of Office, the appropriate authorities shall issue identification cards to persons referred to in this Agreement certifying their status under this Agreement.
2. Upon the demand of an authorized official of the appropriate authorities, persons referred to in paragraph 1 above shall be required to present, but not to surrender, their identification cards.

Article 18. Flag, emblem and markings

The United Nations shall be entitled to display its flag, emblem and markings in the Office premises and on vehicles used for official purposes.

Article 19. Social Security

1. The Parties agree that, owing to the fact that officials of the United Nations are subject to the United Nations Staff Regulations and Rules, including Article VI thereof, which establish a comprehensive social security scheme, the United Nations and its officials, irrespective of nationality, shall be exempt from the laws of Spain on mandatory coverage and compulsory contributions to the social security schemes of Spain during their employment with the United Nations.
2. The provisions of paragraph 1 above shall apply *mutatis mutandis* to the members of families forming part of the household of persons referred to in paragraph 1 above, unless they are employed or self-employed in Spain or receive Spanish social security benefits.

Article 20. Access to the labor market for family members and issuance of visas and residence permits to household employees

1. The appropriate authorities shall consider granting, when appropriate and to the extent possible, working permits for spouses of officials of the Office whose duty station is in Spain, and their children forming part of their household who are under 21 years of age or economically dependent.
2. The appropriate authorities shall consider applications for visas and residence permits and any other documents, where required, to household employees of officials of the Office as speedily as possible.

Article 21. Settlement of Disputes

1. The United Nations shall make provisions for appropriate modes of settlement of:
 - (a) Disputes resulting from contracts and other disputes of a private law character to which the Office is a party;
 - (b) Disputes involving an official of the Office who, by reason of his/her official position, enjoys immunity, if such immunity has not been waived by the Secretary-General of the United Nations.
2. Any dispute between the Parties concerning the interpretation or implementation of this Agreement, which is not settled amicably, shall be submitted, at the request of either Party, to a tribunal of three arbitrators, one to be named by Spain, one to be named

by the Secretary-General of the United Nations and the third to be chosen by the two so named. If one of the Parties fails to appoint an arbitrator within 60 days after an invitation from the other Party to make such an appointment, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either Party. 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, even if rendered in default of one of the Parties.

Article 22. Entry into Force

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.
2. The provisions of this Agreement shall be applied provisionally as from the date of signature, pending the fulfillment of the formal requirements for its entry into force referred to in paragraph 1 above.
3. This Agreement may be amended by mutual consent at any time at the request of either Party.

Article 23. Final Provisions

1. It is the understanding of the Parties that if Spain enters into any agreement with an intergovernmental organization containing terms and conditions more favourable than those extended to the United Nations under this present Agreement, such terms and conditions shall be extended to the United Nations at its request, by means of a supplemental agreement.
2. The seat of the Office shall not be removed from the Office premises unless the United Nations so decides.
3. The provisions of this Agreement shall be complementary to the provisions of the General Convention and the Trust Fund Agreement. In so far as any provisions of this Agreement and any provisions of the General Convention and the Trust Fund Agreement related to the same subject matter, each of these provisions shall be applicable and neither shall narrow the effect of the other.
4. This Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement. This Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of the Office's activities in Spain and the disposition of its property therein, and the resolution of any dispute between the Parties.

In witness whereof, the undersigned, duly authorized thereto, have signed this Agreement.

Done in New York on 22 December 2006, in duplicate in the English and the Spanish languages, both texts being equally authentic.

For the United Nations:

[*Signed*] JOSÉ ANTONIO OCAMPO

Under-Secretary-General for Economic
and Social Affairs

For the Kingdom of Spain:

[*Signed*] JUAN ANTONIO YÁNEZ-BARNUEVO

Ambassador Extraordinary and Plenipo-
tentiary
Permanent Representative of Spain to the
United Nations

**(1) Agreement between the United Nations and the State of Guatemala
on the establishment of an International Commission against Impunity in
Guatemala (“CICIG”). New York, 12 December 2006**

The United Nations and the State of Guatemala,

Considering that it is the duty of the State of Guatemala to protect the right to life and personal integrity of and provide effective judicial redress for all the inhabitants of the country,

Considering that the State of Guatemala has assumed international human rights commitments to establish effective mechanisms for the protection of human rights pursuant to the Charter of the United Nations, the International Covenant on Civil and Political Rights, the Declaration on the Right and Responsibility of Individuals, Groups and Organs of Society to Promote and Protect Universally Recognized Human Rights and Fundamental Freedoms,

Considering that illegal security groups and clandestine security organizations seriously threaten human rights as a result of their criminal activities and capacity to act with impunity, defined as the *de facto* or *de jure* absence of criminal, administrative, disciplinary or civil responsibility and the ability to avoid investigation or punishment, all of which weaken the rule of law, impeding the ability of the State to fulfil its obligation to guarantee the protection of the life and physical integrity of its citizens and provide full access to justice, with the resulting loss of confidence of citizens in the democratic institutions of the country,

Considering that the Government of the Republic of Guatemala undertook under the Comprehensive Agreement on Human Rights of 22 March 1994 to combat illegal security groups and clandestine security organizations with the aim of assuring that such forces and organizations no longer exist and, additionally, assumed the obligation to “effectively guarantee and protect the work of human rights defenders and organizations” and that, in accordance with the Framework Law of the Peace Agreements, the State is legally bound to honour these commitments,

Considering that pursuant to articles 55 and 56 of its Charter, the United Nations promotes respect for human rights and fundamental freedoms for all and Member States pledge themselves to take action in cooperation with the Organization for the achievement of that purpose,

Considering the political agreement of 13 March 2003 and its addendum between the Minister of Foreign Affairs of Guatemala and the Human Rights Ombudsman on the

establishment of a Commission to Investigate Illegal Groups and Clandestine Security Organizations in Guatemala,

Considering the 4 April 2003 letter of the Government of Guatemala requesting assistance from the United Nations for the establishment and operation of an investigatory commission to assist with the investigation and dismantling of illegal security groups and clandestine security organizations,

Considering the above, therefore, it is necessary to implement an international agreement on human rights that would establish mechanisms to effectively combat the impunity produced by illegal security groups and clandestine security organizations that seriously undermines fundamental human rights,

Considering that the establishment of an International Commission Against Impunity in Guatemala (CICIG) will strengthen the capacity of the State of Guatemala to effectively fulfil its obligations under the human rights conventions to which it is a party and its commitments under the Comprehensive Agreement on Human Rights of 29 March 1994,

Further considering that the Secretary-General and the Government of Guatemala have carried out negotiations towards the establishment of CICIG, as a non-United Nations organ, functioning solely in accordance with the provisions of this agreement,

Have therefore agreed as follows:

Article 1. Purpose of the Agreement

1. The fundamental objectives of this Agreement are:

(a) To support, strengthen and assist institutions of the State of Guatemala responsible for investigating and prosecuting crimes allegedly committed in connection with the activities of illegal security forces and clandestine security organizations and any other criminal conduct related to these entities operating in the country, as well as identifying their structures, activities, modes of operation and sources of financing and promoting the dismantling of these organizations and the prosecution of individuals involved in their activities;

(b) To establish such mechanisms and procedures as may be necessary for the protection of the right to life and to personal integrity pursuant to the international commitments of the State of Guatemala with respect to the protection of fundamental rights and to international instruments to which Guatemala is a party;

(c) To that end, an International Commission Against Impunity in Guatemala shall be established pursuant to the provisions of this Agreement and the commitments of the State under national and international human rights instruments, in particular the Comprehensive Agreement on Human Rights, sections IV, paragraph 1, and VII, paragraph 3;

(d) For the purposes of this Agreement, illegal security groups and clandestine security organizations shall mean those groups that:

- (i) commit illegal acts in order to affect the full enjoyment and exercise of civil and political rights and
- (ii) are linked directly or indirectly to agents of the State or have the capacity to generate impunity for their illegal actions.

2. CICIG shall carry out the activities mentioned in the above section in accordance with Guatemalan law and the provisions of this Agreement.

Article 2. Functions of the Commission

1. In order for this instrument to achieve the above-mentioned purposes and objectives, the Commission shall have the following functions:

(a) Determine the existence of illegal security groups and clandestine security organizations, their structure, forms of operation, sources of financing and possible relation to State entities or agents and other sectors that threaten civil and political rights in Guatemala, in conformity with the objectives of this Agreement;

(b) Collaborate with the State in the dismantling of illegal security groups and clandestine security organizations and promote the investigation, criminal prosecution and punishment of those crimes committed by their members;

(c) Recommend to the State the adoption of public policies for eradicating clandestine security organizations and illegal security groups and preventing their re-emergence, including the legal and institutional reforms necessary to achieve this goal.

2. CICIG shall enjoy complete functional independence in discharging its mandate.

Article 3. Powers of the Commission

1. In order to discharge its mandate, the Commission shall have the power to:

(a) Collect, evaluate and classify information provided by any person, official or private entity, non-governmental organization, international organization and the authorities of other States;

(b) Promote criminal prosecutions by filing criminal complaints with the relevant authorities. The Commission may also, in accordance with this Agreement and the Code of Criminal Procedure, join a criminal proceeding as a private prosecutor (*querellante adhesivo*) with respect to all cases within its jurisdiction;

(c) Provide technical advice to the relevant State institutions in the investigation and criminal prosecution of crimes committed by presumed members of illegal security groups and clandestine security organizations and advise State bodies in the implementation of such administrative proceedings as may be required against state officials allegedly involved in such organizations;

(d) Report to the relevant administrative authorities the names of civil servants who in the exercise of their duties have allegedly committed administrative offences so that the proper administrative proceedings may be initiated, especially those civil servants or public employees accused of interfering with the Commission's exercise of its functions or powers, without prejudice to any criminal proceedings that may be instituted through the Office of the Public Prosecutor;

(e) Act as an interested third party in the administrative disciplinary proceedings referred to above;

(f) Enter into and implement cooperation agreements with the Office of the Public Prosecutor, the Supreme Court, the Office of the Human Rights Ombudsman, the National

Civilian Police and any other State institutions for the purposes of carrying out its mandate;

(g) Guarantee confidentiality to those who assist the Commission in discharging its functions under this article, whether as witnesses, victims, experts or collaborators;

(h) Request, under the terms of its mandate, statements, documents, reports and cooperation in general from any official or administrative authority of the State and any decentralized autonomous or semi-autonomous State entity, and such officials or authorities are obligated to comply with such request without delay;

(i) Request the Office of the Public Prosecutor and the Government to adopt measures necessary to ensure the safety of witnesses, victims and all those who assist in its investigations, offer its good offices and advice to the relevant State authorities with respect to the adoption of such measures, and monitor their implementation;

(j) Select and supervise an investigation team made up of national and foreign professionals of proven competence and moral integrity, as well as such administrative staff as is required to accomplish its tasks;

(k) Take all such measures it may deem necessary for the discharge of its mandate, subject to and in accordance with the provisions of the Guatemalan Constitution; and

(l) Publish general and thematic reports on its activities and the results thereof, including recommendations pursuant to its mandate;

Article 4. Legal personality and capacity

1. Upon ratification of this Agreement, CICIG shall have the legal personality and capacity to:

(a) Enter into contracts;

(b) Acquire and dispose of movable and immovable property;

(c) Institute legal proceedings; and

(d) Take such other action as may be authorized under Guatemalan law in order to carry out its activities and fulfil its mandate.

2. CICIG shall have the capacity to enter into agreements with other States and international organizations to the extent that they may be necessary for the implementation of its activities and fulfilment of its functions under this Agreement.

Article 5. Composition and organizational structure

1. CICIG shall be composed of a Commissioner, such specialized staff as may be required and a secretariat.

(a) The Commissioner, appointed by the Secretary-General of the United Nations, shall have overall responsibility for the activities of CICIG and represent the Commission before the Government of Guatemala, other States and local and international organizations. He or she shall be a jurist with a high level of professional competence in the areas directly related to the mandate of CICIG, particularly human rights, criminal law and international law, and must also have extensive experience in the investigation of and

fight against impunity. The Commissioner shall submit periodic reports on the activities of CICIG to the United Nations Secretary-General.

(b) The international and national personnel recruited by the Commissioner shall include professionals and specialized technicians with expertise in carrying out investigations in the field of human rights and may include, *inter alia*, investigators, forensic experts and experts in information technology.

(c) The secretariat shall be headed by an international official, who shall be responsible for the general administration. The secretariat shall operate under the overall authority and direction of the Commissioner.

Article 6. Cooperation with CICIG

1. The Government of Guatemala shall provide CICIG with all the assistance necessary for the discharge of its functions and activities, in conformity with Guatemalan law, and shall ensure, in particular, that its members enjoy:

(a) Freedom of movement without restriction throughout Guatemalan territory;

(b) Freedom of access without restriction to all State locations, establishments and installations, both civilian and military, as well as to all penitentiaries and detention facilities without prior notice, in accordance with and subject to the relevant provisions of Guatemalan Constitution;

(c) Freedom to meet and interview any individual or group of individuals, including State officials, military and police personnel, community leaders, non-governmental organizations, private institutions and any persons whose testimony is deemed necessary for the discharge of its mandate;

(d) Free access to information and documentary material that has a bearing on its investigations, official archives, databases and public records and any similar report, archive, document or information in possession of the relevant persons or entities, whether civilian or military, in accordance with and subject to the relevant provisions of the Guatemalan Constitution.

2. In order to fulfil the purposes of this Agreement, and in accordance with Guatemalan legislation and bilateral cooperation agreements in force:

(a) The Public Prosecutor shall appoint such special prosecutors and take all other relevant actions as may be necessary to carry out investigations and criminal prosecutions, in particular in order to:

(i) Rely upon professional staff qualified to carry out the activities which are the subject of this Agreement;

(ii) Carry out relevant procedures for criminal investigations and prosecutions;

(iii) Receive technical assistance and other support from CICIG to strengthen the capacity of the Office of the Public Prosecutor;

(iv) Maintain adequate coordination with CICIG for the purposes of this Agreement, in particular facilitating CICIG's exercise of its role as private prosecutor (*querelante adhesivo*);

(b) The National Civilian Police will facilitate the creation of special police units to support the investigations of the Public Prosecutor.

3. The Executive Branch shall submit to the Congress of Guatemala and shall promote a series of legislative reforms required to ensure the proper functioning of the Guatemalan criminal investigation and judicial prosecution system. Such proposals for legislative reform shall be developed in consultation with representatives of institutions of the Guatemalan State and the United Nations in order to bring the Guatemalan legal system in line with international conventions on human rights.

Article 7. CICIG expenditures

1. The expenditures of CICIG shall be met from voluntary contributions by the international community.

2. The Executive Branch will provide to CICIG the offices and other installations required for CICIG to appropriately carry out its functions.

Article 8. Security and protection of CICIG staff

1. The Government of Guatemala shall take such effective and adequate measures as may be required to ensure the security and protection of the persons referred to in this Agreement.

2. The Government shall also ensure the security of the victims, witnesses and any other person who cooperates with CICIG for the duration of its mandate and after it completes its work in Guatemala.

Article 9. Inviolability of premises and documents; tax exemptions

1. The premises, documents and materials of CICIG shall be inviolable. The real property, funds and assets of the Commission shall be immune from search, confiscation, attachment, requisition and expropriation.

2. CICIG, its funds, assets, income and other property shall be:

(a) exempt from all direct taxes. It is understood, however, that CICIG will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) exempt from all types of duties in respect of goods imported by CICIG for its official use. It is understood, however, that articles imported under such exemption will not be sold in Guatemala except under conditions agreed with the Government;

(c) exempt also from import and export duties in respect of its publications.

Article 10. Privileges and immunities of CICIG personnel

1. The Commissioner shall enjoy the privileges and immunities, exemptions and facilities granted to diplomatic agents in conformity with the 1961 Vienna Convention on Diplomatic Relations. He 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 of all papers and documents;

(d) Exemption from immigration restrictions and other alien registrations;

(e) The same immunities and facilities in respect of his or her personal baggage as are accorded to diplomatic agents by the Vienna Convention;

(f) Exemption from taxation in Guatemala on his or her salary, emoluments and allowances.

2. International personnel shall enjoy the privileges and immunities granted to experts on missions for the United Nations coming within the scope of article VI of the United Nations Convention on Privileges and Immunities. They shall, in particular, enjoy:

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

(b) Immunity from legal process in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity from legal process shall continue to be accorded after the completion of their employment with CICIG;

(c) Inviolability for all papers and documents;

(d) The same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys;

(e) Exemption from taxation in Guatemala on his or her salary, emoluments and allowances.

3. Privileges and immunities are granted to the Commissioner and officials of CICIG in the interest of the Commission and not for the personal benefit of the individuals themselves. The right and the duty to waive immunity whenever it may be relevant without prejudice to the purpose for which it is granted, shall require, in the case of the Commissioner, authorization from the Secretary-General of the United Nations and, in the case of CICIG staff, authorization from the Commissioner.

4. The Government agrees to provide to CICIG and its personnel the security necessary for the effective completion of CICIG's activities throughout Guatemala, and to protect the personnel of CICIG, whether international or national, from abuse, threats, reprisals or acts of intimidation in virtue of their status as personnel of, or their work for CICIG.

Article 11. Withdrawal of cooperation

The United Nations reserves the right to terminate its cooperation with the State if:

(a) The State fails to provide full cooperation with CICIG in a manner that will interfere with its activities;

(b) The State fails to adopt legislative measures to disband clandestine security organizations and illegal security groups during the mandate of CICIG;

(c) CICIG does not receive adequate financial support from the international community.

Article 12. Settlement of disputes

Any dispute between the parties concerning the interpretation or application of this Agreement shall be settled by negotiation between the parties or by any other mutually agreed mode of settlement.

Article 14. Entry into force

This Agreement shall enter into force on the date on which the State of Guatemala officially notifies the United Nations that it has completed its internal procedures for approval and ratification. It shall have a duration of two (2) years and may be extended by a written agreement between the parties.

Article 15. Amendment

This instrument may be amended by written agreement between the parties.

In witness whereof, the following representatives, duly authorized by the United Nations and by the State of Guatemala, have signed this Agreement.

Done in the city of New York on 12 December 2006, in two originals in English and Spanish, both texts being equally authentic.

B. TREATIES CONCERNING THE LEGAL STATUS OF INTERGOVERNMENTAL ORGANIZATIONS RELATED TO THE UNITED NATIONS

1. Convention on the Privileges and Immunities of the Specialized Agencies. Approved by the General Assembly of the United Nations on 21 November 1947^{*}

During 2006, the following States acceded to the Convention:^{**}

<i>State</i>	<i>Date of receipt of instrument of accession</i>	<i>Specialized Agencies</i>
Iceland	17 January 2006	ILO, FAO, ICAO, UNESCO, IMF, IBRD, WHO, UPU, ITU, WMO, IMO, IFC, IDA, WIPO, IFAD
Montenegro	23 October 2006	ILO, FAO, UNESCO, IMF, IBRD, WHO, UPU, ITU, WMO, IMO, IFC, IDA, WIPO, IFAD
Paraguay	13 January 2006	ILO, FAO, ICAO, UNESCO, IMF, IBRD, WHO, UPU, ITU, WMO, IMO, IFC, IDA

As at 31 December 2006, there were 114 States parties to the Convention.

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

^{*} 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.07.V.3, ST/LEG/SER.E/25), vol. I, chap. III.

<i>State</i>	<i>Date of receipt of instrument of application</i>	<i>Specialized agencies</i>
Republic of Korea	22 March 2006	ILO
Belarus	31 March 2006	FAO

2. Food and Agriculture Organization of the United Nations

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 text (published in *Juridical Yearbook*, 1972, page 32), were concluded in 2006 with the Governments of the following countries acting as hosts to such sessions: Argentina*, China, Cyprus, Finland, India, Iran (Islamic Republic of), Israel, Jordan, Kenya, Mexico, Qatar, Republic of Korea*, Samoa, Spain, Sweden*, Thailand and United States of America*.

3. United Nations Educational, Scientific and Cultural Organization (UNESCO)

(a) Exchange of notes constituting an agreement between the Kingdom of the Netherlands and UNESCO concerning the privileges and immunities of the staff of UNESCO-IHE and their family members.

The Hague, 22 November 2005, and Delft, 29 November 2005**

I

The Hague, 22 November 2005

The Ministry of Foreign Affairs of the Kingdom of the Netherlands presents its compliments to the United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education and, with reference to the Agreement between the Kingdom of the Netherlands and the United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education of 18 March 2003 and to the Cabinet Decision of 22 April 2005 on the Policy Framework on Attracting and Hosting International Organisations, has the honour to propose the following in respect of the privileges and immunities of the staff of the United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education:

1. Use of terms

For the purpose of this Agreement:

* Certain departures from the standard texts or amendments thereto were introduced at the request of the host government.

** Entered into force on 1 January 2006, in accordance with the provisions of the notes.

- a) “the parties” means the United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education and the host State;
- b) “the Organisation” means the United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education;
- c) “the host State” means the Kingdom of the Netherlands;
- d) “the Vienna Convention” means the Vienna Convention on Diplomatic Relations of 18 April 1961.

2. Privileges and immunities

a) The Head of the Organisation, together with members of his family forming part of his household, shall enjoy the same privileges and immunities as the host State accords to heads of diplomatic missions accredited to the host State in accordance with the Vienna Convention.

b) The highest ranking staff of the Organisation, together with members of their family forming part of their household, shall enjoy the same privileges and immunities as the host State accords to diplomatic agents of the diplomatic missions established in the host State in accordance with the Vienna Convention.

c) Administrative and technical staff of the Organisation, together with members of their family forming part of their household, shall enjoy the same privileges and immunities as the host State accords to administrative and technical staff of the diplomatic missions established in the host State in accordance with the Vienna Convention, provided that immunity from criminal jurisdiction and personal inviolability shall not extend to acts performed outside the course of their official duties.

d) Service staff of the Organisation, together with members of their family forming part of their household, shall enjoy the same privileges and immunities as the host State accords to service staff of the diplomatic missions established in the host State in accordance with the Vienna Convention.

3. Determination of categories

The host State shall, in cooperation with the Organisation, determine which categories of personnel will be covered by each of the four groups as laid down in paragraph 2 of this Agreement.

4. Scope of the Agreement

a) This Agreement does not apply to persons who are nationals or permanent residents of the host State.

b) This Agreement shall not detract from any existing arrangements in the Headquarters Agreement or other bilateral or multilateral agreements.

c) This agreement shall not extend to issues concerning admission and residence.

If this proposal is acceptable to the United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education, the Ministry proposes that this Note and the United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education’s affirmative reply to it shall together constitute an Agreement between the Kingdom of the Netherlands and the United Nations Educational, Scientific and Cultural Organisation concerning the

UNESCO-IHE Institute for Water Education. This Agreement shall enter into force on 1 January 2006.

The Ministry of Foreign Affairs of the Kingdom of the Netherlands avails itself of this opportunity to renew to the United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education the assurances of its highest consideration.

II

Delft, 29 November 2005

The United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education 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-1044/05 of 22 November 2005, which reads as follows:

[See Note I]

The United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education has the honour to inform the Ministry of Foreign Affairs that the proposal is acceptable to the United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education. The United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education accordingly agrees that the Ministry's Note and this reply shall constitute an Agreement between the United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education and the Kingdom of the Netherlands, which shall enter into force on 1 January 2006.

The United Nations Educational, Scientific and Cultural Organisation concerning the UNESCO-IHE Institute for Water Education 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.

Minister of Foreign Affairs
The Hague

**(b) Exchange of notes constituting an agreement between the Kingdom of the Netherlands and UNESCO concerning the ITC UNESCO Centre for Integrated Surveys regarding the privileges and immunities of the staff of ITC UNESCO and their family members.
The Hague, 22 November 2005, and Enschede, 7 December 2005***

I

The Hague, 22 November 2005

The Ministry of Foreign Affairs of the Kingdom of the Netherlands presents its compliments to the United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys and, with reference to the Agreement

* Entered into force on 1 January 2006, in accordance with the provisions of the notes.

between the Kingdom of the Netherlands and the United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys of 5 September 1977 and 1 June 1978 and to the Cabinet Decision of 22 April 2005 on the Policy Framework on Attracting and Hosting International Organisations, has the honour to propose the following in respect of the privileges and immunities of the staff of the United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys:

1. Use of terms

For the purpose of this Agreement:

- a) “the parties” means the United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys and the host State;
- b) “the Organisation” means the United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys;
- c) “the host State” means the Kingdom of the Netherlands;
- d) “the Vienna Convention” means the Vienna Convention on Diplomatic Relations of 18 April 1961.

2. Privileges and immunities

a) The Head of the Organisation, together with members of his family forming part of his household, shall enjoy the same privileges and immunities as the host State accords to heads of diplomatic missions accredited to the host State in accordance with the Vienna Convention.

b) The highest ranking staff of the Organisation, together with members of their family forming part of their household, shall enjoy the same privileges and immunities as the host State accords to diplomatic agents of the diplomatic missions established in the host State in accordance with the Vienna Convention.

c) Administrative and technical staff of the Organisation, together with members of their family forming part of their household, shall enjoy the same privileges and immunities as the host State accords to administrative and technical staff of the diplomatic missions established in the host State in accordance with the Vienna Convention, provided that immunity from criminal jurisdiction and personal inviolability shall not extend to acts performed outside the course of their official duties.

d) Service staff of the Organisation, together with members of their family forming part of their household, shall enjoy the same privileges and immunities as the host State accords to service staff of the diplomatic missions established in the host State in accordance with the Vienna Convention.

3. Determination of categories

The host State shall, in cooperation with the Organisation, determine which categories of personnel will be covered by each of the four groups as laid down in paragraph 2 of this Agreement.

4. Scope of the Agreement

a) This Agreement does not apply to persons who are nationals or permanent residents of the host State.

b) This Agreement shall not detract from any existing arrangements in the Headquarters Agreement or other bilateral or multilateral agreements.

c) This agreement shall not extend to issues concerning admission and residence.

If this proposal is acceptable to the United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys, the Ministry proposes that this Note and the United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys affirmative reply to it shall together constitute an Agreement between the Kingdom of the Netherlands and the United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys. This Agreement shall enter into force on 1 January 2006.

The Ministry of Foreign Affairs of the Kingdom of the Netherlands avails itself of this opportunity to renew to the United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys the assurances of its highest consideration.

II

Enschede, 7 December 2005

The United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys 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 1047/05 of 22 November 2005, which reads as follows:

[*See Note No. I*]

The United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys has the honour to inform the Ministry of Foreign Affairs that the proposal is acceptable to the United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys. The United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys accordingly agrees that the Ministry's Note and this reply shall constitute an Agreement between the United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys and the Kingdom of the Netherlands, which shall enter into force on 1 January 2006.

The United Nations Educational, Scientific and Cultural Organisation concerning the ITC UNESCO Centre for Integrated Surveys 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.

Treaties Division
Ministry of Foreign Affairs
The Hague

4. World Health Organization

(a) Basic agreement between the World Health Organization (WHO) and the Government of the Republic of Bulgaria for the establishment of technical advisory cooperation relations. Sofia, 1 December 2004*

The World Health Organization (hereinafter referred to as “the Organization”); and

The Government of the Republic of Bulgaria (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 necessary funds. The Organization and the Government shall cooperate in arranging, on the basis of the requests received from the Government and approved by the Organization, mutually agreeable plans of operation for the carrying out of the technical advisory cooperation.

2. Such technical advisory cooperation shall be established in accordance with the relevant resolutions and decisions of the World Health Assembly, the Executive Board and other organs of the Organization.

3. Such technical advisory cooperation may consist of:

a) making available the services of advisers in order to render advice and cooperate with the Government or with other parties;

b) organizing and conducting seminars, training programmes, demonstration projects, expert working groups and related activities in such places as may be mutually agreed;

c) awarding scholarships and fellowships or making other arrangements under which candidates nominated by the Government and approved by the Organization shall study or receive training outside the country;

d) preparing and executing pilot projects, tests, experiments or research in such places as may be mutually agreed upon;

e) carrying out any other form of technical advisory cooperation which may be agreed upon by the Organization and the Government.

4. *a)* Advisers who are to render advice to and cooperate with the Government or with other parties shall be selected by the Organization in consultation with the Government. They shall be responsible to the Organization;

* Entered into force on 26 January 2006 in accordance with article VI(1) of the agreement.

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 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 when 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 expenses to be paid outside the country as are not covered by the Organization, and as may be mutually agreed upon.

3. In mutually agreed upon cases the Government shall put at the disposal of the Organization such labor, equipment, supplies and other services or property as may be needed for the execution of its work.

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 Privileges and Immunities of 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 the Republic of Bulgaria shall be afforded the treatment provided for under Section 21 of the said Convention.

Article VI.

1. This Basic Agreement is subject to ratification by the Parliament of the Republic of Bulgaria and shall enter into force on the date when the Government notifies the Organization that it has implemented all procedures in accordance with its national legislation.

2. This Basic Agreement may be modified by mutual agreement between the Organization and the Government. The Amendments shall enter into force under the same terms, as in paragraph 1 in this Article.

3. This Basic Agreement is concluded for undefined period. It may be denounced by either party upon written notice through diplomatic channels. The operation of the Agreement will terminate sixty days after the receipt of such notice.

In witness whereof the undersigned, duly appointed representatives of the Organization and the Government respectively, have, on behalf of the Parties, signed the present Agreement at this First day of December 2004 in the English language in three copies.

For the Government of the Republic of Bulgaria: For the World Health Organization:

[Signed]

[Signed] Marc Danzon, M.D.

The Minister of Health

Regional Director

(b) Basic agreement between the World Health Organization and the Government of the Republic of Croatia for the establishment of technical advisory cooperation relations^{*}. Zagreb, 7 February 2005

The World Health Organization (hereinafter referred to as “the Organization”), and
The Government of the Republic of Croatia (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 and programmes 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;

^{*} Entered into force on 30 June 2006 in accordance with article VI(1) of the agreement.

(d) preparing and executing pilot projects, tests, experiments or research in such places as may be mutually agreed;

(e) carrying out any other form of technical advisory cooperation which may be agreed upon by the Organization and the Government.

4. (a) Advisers who are to render advice to and cooperate with the Government or with other parties shall be selected by the Organization in consultation with the Government. They shall be responsible to the Organization;

(b) in the performance of their duties, the advisers shall act in close consultation with the Government and with persons or bodies so authorized by the Government, and shall comply with instructions from the Government as may be appropriate to the nature of their duties and the cooperation in view as may be mutually agreed upon between the Organization and the Government;

(c) the advisers shall as far as possible, in the course of their advisory work, 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 willful misconduct of such advisers, agents or employees.

Article II. Participation of the Government in Technical Advisory Cooperation

1. The Government shall consistently with its possibilities ensure the effective development of the technical advisory cooperation.

2. The Government and the Organization shall consult together regarding the publication of 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 in collaboration with the Government to analyze 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 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 costs of any other travel outside the country;
 - (d) insurance of the advisers;
 - (e) purchase and transport to and from the point of entry into the country of any equipment or supplies provided by the Organization;
 - (f) any other expenses outside the country approved by the Organization.
2. The Organization shall defray such expenses in local currency as are not covered by the Government pursuant to Article IV, paragraph 1, of this Agreement.

Article IV. Administrative and Financial Obligations of the Government

In accordance to mutual agreement between the Government and the Organization, the Government shall, subject to the availability of the necessary funds, for each and every project agreed upon under this Agreement contribute to the costs of technical advisory cooperation, including by paying for, or directly furnishing, the following:

- (a) local personnel services, technical and administrative including interpreter-translators;
- (b) the necessary office space and parking;
- (c) office equipment and supplies produced within the country;
- (d) transportation of personnel, supplies and equipment for official purposes within the country;
- (e) facilities for receiving medical care and hospitalisation by the international personnel.

Article V. Facilities, Privileges and Immunities

1. The Organization may establish and maintain an office in the Republic of Croatia with the purpose of carrying out the technical advisory cooperation foreseen by this Basic Agreement and the mutually agreed programs and plans of cooperation concluded on the basis of this Basic Agreement.

2. The Government shall apply to the Organization, its Office, staff, funds, properties and assets the appropriate provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.

3. The Staff of the Organization and the advisers engaged by the Organization as members of the staff assigned to carry out the technical advisory cooperation in accordance with this Basic Agreement, shall be deemed to be officials within the meaning of the above Convention and shall be afforded the privileges and immunities provided for under Sections 19 and 20 of the said Convention. The WHO Programme Coordinator/ Representative appointed to the Government of Croatia shall be afforded the treatment also provided for under Section 21 of the said Convention.

4. WHO shall periodically provide the Ministry of Foreign Affairs of the Republic of Croatia with the list of the names, place and date of birth, country of origin, photographs and title or rank of the officials referred to in paragraph 3 of this Article.

Article VI. Entry into force, amendments and termination

1. This Basic Agreement shall enter into force on the day of the receipt of the last written notification by which the Parties have notified each other, through diplomatic channels, that their legal requirements for its entry into force have been fulfilled.

2. This Basic Agreement may be amended at any time by written agreement between the Government and the Organization.

3. Either Party may denounce this Basic Agreement by written notification to the other Party. In that case the Basic Agreement terminates sixty (60) days from the day of receipt of such notification.

In witness whereof the undersigned, duly authorised representatives of the Government and the Organization, have signed this Basic Agreement in Zagreb on 7th February 2005 in two originals, each in the English language.

For the World Health Organization:

[Signed]

Marc Danzon, M.D.
Regional Director

For the Government of the Republic of Croatia:

[Signed]

Prof. Dr. Andrija Hebrang, M.D. PhD
Minister of Health and Social Welfare

5. United Nations Industrial Development Organization

Provisions relating to privileges and immunities in agreements concluded between the United Nations Industrial Development Organization and other entities:

(a) Cooperation Arrangement between the United Nations Industrial Development Organization and the Federal Agency for Management of Special Economic Zones, Ministry of Economic Development and Trade, Russian Federation, concluded on 1 February 2006*

3.4 Nothing in or relating to this Cooperation Arrangement will be deemed a waiver of any of the privileges and immunities of UNIDO.**

* Entered into force upon signature on 1 February 2006.

** Similar provisions were included in agreements between the United Nations Industrial Development Organizations and the Ibero-American General Secretariat (SEGIB) (concluded and entered into force on 6 April 2006), the United Nations Institute for Training and Research (UNITAR) (concluded and entered into force on 10 May 2006), the United Nations Department for Safety and Security (UNDSS) (concluded and entered into force on 21 June 2006), the Food and Agriculture Organization of the United Nations (concluded and entered into force on 6 November 2006) and the Office of the United Nations High Commissioner for Refugees (UNHCR) (concluded and entered into force on 14 December 2006).

(b) Agreement between the United Nations Industrial Development Organization and the Kingdom of Belgium on the Establishment in Belgium of a Liaison Office of this Organization, concluded on 20 February 2006*

Article 1

1. The Director of the Office shall be granted the privileges and immunities accorded to the members of the diplomatic personnel of diplomatic missions. His/her spouse and minor dependent children, living under the same roof, shall enjoy the status given to the spouse and minor dependent children of personnel of diplomatic missions.

2. Without prejudice to Article VI, Section 19 of the Convention¹, the provisions of the first paragraph shall not be applicable to Belgian nationals.

(c) Agreement between the United Nations Industrial Development Organization and the Government of the Republic of South Africa on Establishing a Sub-Regional Office in South Africa, concluded on 19 April 2006**

Article 8. Officials of UNIDO

Section 16

The Government shall accord to officials of UNIDO the privileges and immunities set forth in Article VI, Sections 19 and 20 of the Convention.^{***} In addition, the Director of the Sub-Regional Office, including any official acting on his behalf during his absence from duty, and any official of UNIDO assigned to the Sub-Regional Office having the rank P-5 and above, shall be accorded the privileges and immunities, exemptions and facilities as Ambassadors who are heads of mission.

Section 17

For the purposes of this Agreement the term “spouses and relatives dependent on” as utilised in Section 19(c) and (e) of the Convention shall mean:

- (i) the spouse;
- (ii) any unmarried child under the age of 21 years;
- (iii) any unmarried child between the ages of 21 and 23 years who is undertaking full-time studies at an education institution; and
- (iv) any other unmarried child or other family member officially recognised as a dependant member of the family by the United Nations

and who is issued with a diplomatic or official passport or the United Nations *laissez-passer*.

* Entered into force upon signature on 20 February 2006.

** Entered into force upon signature on 19 April 2006.

*** “Convention” means the Convention on the Privileges and Immunities of the Specialized Agencies approved by the United Nations General Assembly on 21 November 1947.

Section 18

Privileges and immunities are granted to officials of UNIDO in the interests of UNIDO only and not for the personal benefit of the individuals themselves. The Director-General of UNIDO shall have the right and the duty to waive the immunity of any official in any case where, in his/her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of UNIDO.

Section 19

UNIDO shall co-operate at all times with the appropriate Republic of South Africa authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuses in connection with the privileges, immunities and facilities mentioned or referred to in this Article.

*Article 9. Representatives of Members**Section 20*

Representatives of members of UNIDO at meetings convened by the Sub-Regional Office shall, while exercising their functions and during their journeys to and from the place of meeting, enjoy the privileges and immunities as set out in Article V, Sections 13, 14 and 15 of the Convention.

*Article 10. Experts on Mission for UNIDO**Section 21*

Experts, other than officials of UNIDO, performing missions for UNIDO in the Country shall be accorded the privileges and immunities as set out in Annex XVII of the Convention[1].

(d) Agreement between the United Nations Industrial Development Organization and the Government of the Arab Republic of Egypt regarding Arrangements for Convening the Seventeenth Meeting of the Conference of African Ministers of Industry, 19–21 June 2006, Cairo, Egypt, concluded on 10 May 2006*

Article XI. Privileges and Immunities

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, shall be applicable in respect of the meet-

* Entered into force upon signature on 10 May 2006.

ings. In particular, the representatives of Member States referred to in Article II above¹ shall enjoy the privileges and immunities provided under Article IV of the Convention; officials of UNIDO, ECA and AU performing functions in connection with the meetings shall enjoy the privileges and immunities provided under Article V and VII; and experts on mission for UNIDO, ECA and AU shall, in connection with the meetings, enjoy the privileges and immunities provided under Article VI of the Convention. Personal baggage of participants should carry distinctive signs in order to accelerate customs formalities. The Government shall designate custom and immigration officers whom the staff of the Joint Secretariat could refer to for all necessary information and assistance.

2. The observers referred to in Article II d), f), g) and h) shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the meetings.

3. For the purposes of the application of the Convention on Privileges and Immunities of the United Nations, the premises designated for the meetings shall be deemed to constitute the premises of the Organization in the sense of Article II, Section 3 of the Convention, and access thereto shall be subject to the authority and control of the Organization. The premises shall be inviolable for the duration of the meetings, including the preparatory stage and the winding-up.

4. The property of each institution represented in the Joint Secretariat shall enjoy the privileges and immunities provided under Article II of the Convention.

5. The personnel provided by the Government under Article VIII of this Agreement shall enjoy immunity from legal process in respect of any act performed by them in their official capacity in connection with the meetings.

6. The observers of the United Nations specialized agencies and of the IAEA shall enjoy the privileges and immunities provided by the Convention on the Privileges and Immunities of the Specialized Agencies and the Agreement on the Privileges and Immunities of the International Atomic Energy Agency, respectively.

7. Without prejudice to the preceding paragraphs of this article, all persons performing functions in connection with or invited to the meetings shall enjoy the privileges,

¹ Article II of the Agreement reads as follows :

Participation

1. The meetings shall be open to the following participants and observers, upon the invitation of the Director-General of UNIDO and/or the Government:

- a) Representatives of African Member States of the Organization, the Economic Commission for Africa (ECA), the African Union (AU) and the New Partnership for Africa's Development (NEPAD);
- b) Representatives of other Member States of the Organization;
- c) Observers of the United Nations specialized agencies, the International Atomic Energy Agency (IAEA), ECA and AU;
- d) Observers of other intergovernmental organizations;
- e) Observers of other appropriate United Nations bodies;
- f) Observers from non-governmental organizations;
- g) Observers from the private sector; and
- h) Other persons.

immunities and facilities necessary for the independent exercise of their functions in connection with the meetings.

8. All persons referred to in Article II of this Agreement, and all officials of UNIDO, ECA and AU servicing the meetings and experts on mission for UNIDO, ECA and AU in connection with the meetings shall have the right of entry into and exit from Egypt, and no impediment shall be imposed on their entry into and exit from the meeting area. Visas shall be granted free of charge as speedily as possible, and at least two (2) weeks before the beginning of the meetings. Should the visa be requested less than two and half (2½) weeks before the opening of the Conference, the visa will be delivered within three (3) days following receipt of the visa request.

9. Arrangements shall also be made to ensure that visas for the duration of the meetings are delivered on arrival at the airport to participants who are unable to obtain them prior to their arrival.

10. All persons referred to in Article II of this Agreement, and all officials of UNIDO, ECA and AU servicing the meetings and experts on mission for UNIDO, ECA and AU in connection with the meetings shall have the right to take out from Egypt at the time of their departure, without any restrictions, any unexpended portions of the funds brought into the country in connection with the meetings at the official rate of exchange prevailing at that time in Egypt. Participants may avail themselves of the facilities of the Bureau for foreign exchange.

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

12. Attendance at public meetings shall also be open to representatives of information media duly accredited to the meetings after consultation between the Organization and the Government.

6. Organization for the Prohibition of Chemical Weapons

Memorandum of Understanding (MoU) on Cooperation between the Commission of the African Union and the Technical Secretariat of the Organization for the Prohibition of Chemical Weapons.

Khartoum, 24 January 2006*

Preamble:

The Commission of the African Union (AU), (hereinafter referred to as “the Commission”) and the Technical Secretariat of the Organisation for the Prohibition of Chemical Weapons (OPCW) (hereinafter referred to as “the Technical Secretariat”);

* Entered into force on 24 January 2006 in accordance with article VII(1) of the memorandum of understanding.

Whereas the Chemical Weapons Convention (CWC) adopted in Geneva in 1992, called for the total and indiscriminate ban on the development, production, stockpiling and use of chemical weapons and their destruction;

Whereas decision AHG/Dec. 181 (XXXVIII) adopted by the 38th Ordinary Session of the Assembly of Heads of State and Government of the Organisation of African Unity (OAU), held in Durban, South Africa, in July 2002, welcomed the recommendation for an effective implementation of the CWC in Africa through sustained technical assistance from the Technical Secretariat;

Whereas the conclusions and recommendations of the OPCW Workshop devoted to Africa, on the implementation of the chemical Weapons Convention, held in Khartoum, Sudan, from 9 to 11 March 2002, recognised and stressed the importance and the universality of the CWC and its effective implementation in Africa;

Whereas the Statute of the Commission of the African Union mandates the Commission to, *inter alia*, represent the Union and defend its interests under guidance of and as mandated by the Assembly and the Executive Council, as well as to implement decisions taken by other organs of the Union; and Bearing in Mind that the Department for Peace and Security is responsible for coordinating the activities of the Commission in the areas of peace, security and stability, and to, among other things, implement the decisions of the Union on arms control, disarmament and non-proliferation, through the development of strong partnerships with the United Nations and its Agencies, international organisations and institutions as well as with civil society organisations;

Whereas the Technical Secretariat of the OPCW has the primary responsibility to follow up and ensure the implementation of all aspects of the Chemical Weapons Convention;

Whereas the international cooperation programmes of the Technical Secretariat as of direct economic and technological benefit to AU Member States;

Convinced that the shared objectives of the AU and the OPCW in the field of peace, security and disarmament are fundamental for the achievement of economic and technological development of Member States of the two Organisations, and recognising the imperative for the AU and OPCW to strengthen bilateral cooperation and mutually reinforcing activities in the implementation of decisions adopted by the two bodies on disarmament, particularly in the area of chemical weapons;

Desirous of establishing an effective mechanism for collaboration and joint actions between the Commission and the Technical Secretariat in all areas of mutual interests;

Have agreed as follows:

Article I. Areas of Cooperation

1. The Commission and the technical Secretariat, constituting the Parties to this MoU, agree that in order to facilitate effective cooperation, they shall act in close consultation with each other in all areas of mutual interests with due regard to the objectives and principles set out in their respective constitutional frameworks.

2. The Commission shall recognize the responsibilities of the Technical Secretariat as set out in the CWC and in various decisions adopted by the Conference of States Parties (CSP) and the Executive Council (EC) of the OPCW.

3. The Technical Secretariat shall recognise the responsibilities of the Commission as set out in the Constitutive Act of the African Union and in various decisions adopted by the organs of the AU.

4. The Commission and the Technical Secretariat shall cooperate in order to achieve an effective utilisation of existing expertise whenever this is appropriate in the light of their respective responsibilities.

5. The Commission and the Technical Secretariat shall cooperate closely and undertake joint actions in the implementation of the Chemical Weapons Convention and decision AHG/Dec. 181 (XXXVIII), the Decisions on the Plan of Action Regarding the Implementation of Article VII Obligations (C-8/DEC.16 of 24 October 2003) adopted by the Eighth Session of the CSP and the Action Plan Universality of the CWC (EC-M-23/DEC.3 of 24 October 2003), which emphasise, among other things, the urgency of achieving the other decisions that may be adopted by the policy organs of the two institutions relating to arms control and chemical weapons disarmament. In this context, the Technical Secretariat shall provide the necessary expertise.

6. The Commission shall facilitate, as requires and whenever feasible, the organisation of joint workshops/briefings aimed at sensitising the AU Organs and Member States, on the implementation and universality of the CWC in Africa. These facilities will include, wherever feasible, conference room and interpretation services. The Parties shall jointly issue letter of invitation.

Article II. Consultations, Conferences and Seminars

1. The parties shall consult each other on all projected activities and initiatives related to the implementation of this MoU;

2. The Parties shall meet as often as deemed necessary, in working sessions to decide and plan how best to implement the objectives of this MoU;

3. The Parties shall, to the extent possible, invite each other to participate in conferences, seminars and workshops relating to the implementation of the instruments mentioned in Article 1 above;

4. Each party shall designate a Focal Point for the maintenance of close and continuing collaboration and coordination of activities relating to the implementation of this MoU.

Article III. Exchange of information and documents

1. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the Parties shall keep each other informed of all projected activities and programmes of work which are of mutual interest.

2. The Parties shall safeguard confidential and privileged information furnished to them. They therefore agree that nothing in this MoU shall be construed as requiring either of them to furnish such information, constitute a violation of the confidence of any of its Members or anyone from whom it has received such information, or otherwise interfere with the orderly conduct of its operations.

3. The exchange of information shall be in the areas of capacity building, expertise, and initiatives relating to the implementation of this MoU for the two Organisations, to

enable them to provide efficient and effective technical assistance to their Member States in areas of mutual interest.

Article IV. Mutual assistance

1. The Parties shall, upon request of either party, agree that where appropriate they shall assist one another in undertaking technical studies on subjects of interest to both parties.
2. Any such request for assistance shall be examined by both parties and, where feasible, they shall use their best endeavours to provide assistance in such forms and on such conditions as shall be agreed upon between them.

Article V. Funding

1. This MoU sets out a framework for cooperation by the Parties and does not obligate any funds. The parties recognise the importance of the availability of financial resources in funding projects under this MoU. They shall document and agree in writing to specific projects and any associated funding or resources.
2. The Parties shall negotiate and agree on modalities for funding projects under specific agreements.
3. Nothing in this MoU shall obligate either of the Parties to appropriate funds or enter into any contract, agreement or other obligation except as they may mutually agree.

Article VI. Administrative Arrangements

The Chairperson of the Commission and the Director-General of the technical Secretariat or their duly authorized representatives, may, from time to time, agree on administrative arrangements designed to promote effective collaboration and liaison between their respective organisations.

Article VII. Entry into Force, Amendment and Duration

1. This MoU shall come into force as soon as it has been signed by the Chairperson of the Commission and by the Director-General of the Technical Secretariat.
2. This MoU may be amended with the consent of both Parties.
3. This MoU may be terminated by mutual consent or may be terminated by either Party after giving the other party a six month's notice in writing.