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UNITED NATIONS JURIDICAL YEARBOOK

2007

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

During 2007, the following States acceded to the Convention:

<i>State</i>	<i>Date of receipt of the instrument of accession</i>
Georgia	17 December 2007
Qatar	26 September 2007
Turkmenistan	23 November 2007

As at 31 December 2007, there were 156 States parties to the Convention.**

2. Agreements relating to missions, offices and meetings

(a) Agreement between the Government of Kazakhstan and the United Nations regarding the arrangements for the Sixty-third Session of the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP). Bangkok, 28 March 2007***

Whereas the United Nations Economic and Social Commission for Asia and the Pacific (ESCAP), at its resumed sixty-second session, held in Bangkok on 21 December 2006, welcomed and accepted the offer of the Government of Kazakhstan (hereinafter referred to as “the Government”) to host the sixty-third session of the ESCAP (hereinafter referred to as “the Session”) at Almaty, Kazakhstan;

* 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 chapter III of *Multilateral Treaties Deposited with the Secretary-General*, available on the website <http://treaties.un.org/Pages/ParticipationStatus.aspx>.

*** Entered into force on 28 March 2007, in accordance with article XIII.

Whereas both the Government and the United Nations note that in accordance with ESCAP resolution 61/1 of 18 May 2005 on the mid-term review concerning the functioning of the conference structure of the Commission, the eighth session of the Special Body on Least Developed and Landlocked Developing Countries (hereinafter referred to as “the Special Body”) will have to be held prior to the Session;

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

Now therefore, the Government and the United Nations, both hereinafter referred to as “the Parties”, noting that this Agreement shall cover the Session and Special Body hereinafter referred to as “the Sessions”, hereby agree as follows:

Article I. Dates and place of the sessions

1. The Session shall be held at Almaty, Kazakhstan from 17 to 23 May 2007.
2. The Special Body shall be held at Almaty, Kazakhstan on 15 and 16 May 2007.

Article II. Attendance at the sessions

1. The Sessions shall be open to participation by the representatives or observers of:
 - (a) Members and associate members of ESCAP;
 - (b) Other states;
 - (c) Organizations that have received standing invitations from the General Assembly to participate in conferences in the capacity of observers;
 - (d) Specialized and related agencies of the United Nations;
 - (e) Other intergovernmental organizations;
 - (f) Intergovernmental organs of the United Nations;
 - (g) Non-governmental organizations;
 - (h) Officials of the United Nations Secretariat;
 - (i) Other persons invited by the United Nations.
2. The Secretary-General of the United Nations shall designate the officials of the United Nations assigned to attend the Sessions for the purpose of servicing it.
3. The public meetings of the Sessions shall be open to representatives of information media accredited by the United Nations at its discretion after consultation with the Government.

Article III. Premises, equipment, utilities and supplies

1. The Government shall provide the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities as

specified in Annex I."The Government shall, at its expense, furnish, equip and maintain in good repair all these premises and facilities in a manner that the United Nations considers adequate for the effective conduct of the Sessions. The conference rooms shall be equipped for reciprocal simultaneous interpretation between four (4) languages and shall have facilities for sound recording in that number of languages as well as facilities for press, television, radio and film operations, to the extent required by the United Nations. The premises shall remain at the disposal of the United Nations from three days prior to the Sessions until a maximum of two days after the close of the Session.

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

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

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

Article IV. Accommodation

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

Article V. Medical facilities

1. Medical facilities adequate for first aid in emergencies shall be provided by the Government, at its own expense, within the conference area.

2. Immediate access and admission to hospital will be assured by the Government whenever required, and the necessary transport will be constantly available on call.

Article VI. Transport

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

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

3. The Government, in consultation with the United Nations, shall provide an adequate number of cars with drivers for official use by the principal officers and the

* Not reproduced herein.

secretariat of the Sessions, as well as such other local transportation as is required by the secretariat in connection with the Sessions.

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

Article VII. Police protection

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

Article VIII. Local personnel

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

2. The Government shall engage and provide at its own expense the local personnel required in addition to the United Nations staff for the following services:

(a) to ensure the proper functioning of the equipment and facilities referred to in Article III (concerning premises, equipment, utilities and supplies);

(b) to reproduce and distribute the documents and press release needed by the Sessions;

(c) to work as conference assistants, office assistants, document assistants, registration assistants, and drivers, etc;

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

3. To ensure the efficiency of the meeting, the services of local staff would be used to the extent possible. Local support staff requirement are provided in Annex I. Among those persons, some shall be available two days before the opening of the Sessions and one day after their closure, as required by the United Nations.

Article IX. Financial arrangements

1. The Government shall, in accordance with General Assembly resolution 47/202, paragraph 17, bear the actual additional costs directly- or indirectly involved in holding the Sessions at Almaty rather than at Bangkok. Such costs, which are provisionally estimated at US\$994,483.30, shall include, but not be restricted to, the actual additional costs of travel and staff entitlements of the United Nations officials assigned to plan for or attend the Sessions, as well as the costs of shipping any necessary equipment and supplies. Arrangements for the travel of United Nations officials required to plan for or service the Sessions and for the shipment of any necessary equipment and supplies shall be made by the ESCAP secretariat in accordance with the Staff Regulations and Rules of the United

Nations and its related administrative practices regarding travel standard, baggage allowances, subsistence payments and terminal expenses. The estimate of the additional costs to be borne by the Government is provided in Annex II.

2. The Government shall, no later than 30 March 2007, deposit with the United Nations the sum of US\$ 994,483.30 representing the total estimated costs referred to in paragraph 1 of this article. The details of ESCAP's bank account appear in the attachment to Annex II.* [If] necessary, the Government shall make further advances as requested by the United Nations so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

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

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

Article X. Liability

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

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

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

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

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

Article XI. Privileges and Immunities

1. The Convention of the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which Kazakhstan is a party, shall be

* Not reproduced herein.

applicable in respect of the Sessions. In particular, the representatives of the members and associate members of ESCAP and states referred to in article II, paragraph 1 (a) and (b), above, shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of the United Nations performing functions in connection with the Sessions referred to in article II, paragraphs 1(h) and 2, above, shall enjoy the privileges and immunities provided under articles V and VII of the Convention and any expert on mission for the United Nations in connection with the Sessions shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

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

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

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

5. Without prejudice to the preceding paragraphs of the present article, all persons performing functions in connection with the Sessions, including those referred to in article VIII and all those invited to the Sessions, shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the Sessions,

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

7. For the purpose of the Convention on the Privileges and Immunities Of the United Nations, the conference premises specified in article III, paragraph 1, above, shall be deemed to constitute premises of the United Nations in the sense of section 3, Article II of the Convention and access thereto shall be subject to the authority and control of the United Nations. The premises shall be inviolable for the duration of the Sessions, including the preparatory and closing stages.

8. All persons referred to in article II, above, shall have the right to take out of Kazakhstan at the time of their departure, without any restriction, any unexpended portions of

the funds they brought into Kazakhstan in connection with the Sessions and to reconvert any such funds at the prevailing market rates.

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

Article XII. Settlements of disputes

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

Article XIII. Final provisions

1. This Agreement may be modified by written agreement between the Parties.

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

Signed this 28th day of March 2007 at Bangkok in duplicate, in English, both copies being equally authentic.

For the Government of Kazakhstan

[Signed]

Chargé d’Affaires and Permanent
Representative to ESCAP

For the United Nations

[Signed]

Under-Secretary-General
of the United Nations and
Executive Secretary of ESCAP

**(b) Agreement between the United Nations and Burundi concerning
the Statute of the United Nations Integrated Office in Burundi (BINUB).
Bujumbura, 19 April 2007***

Whereas the Security Council in its resolution 1719 (2006) of 25 October 2006 decided to establish the United Nations Integrated Office in Burundi (BINUB),

Recalling that on 17 June 2005 the United Nations and the Government of the Republic of Burundi signed the agreement between the United Nations and Burundi con-

* Entered into force on 19 April 2007, in accordance with paragraph 2.

cerning the statute of the United Nations Operation in Burundi (ONUB) (agreement on the statute of ONUB),

Wishing the provisions of the agreement on the statute of ONUB to apply *mutatis mutandis* to BINUB,

The United Nations and the Government of the Republic of Burundi (the Government) have agreed as follows:

1. The provisions of the agreement on the statute of ONUB shall apply *mutatis mutandis* to BINUB.

2. This Agreement shall enter into force on the date of its signature by the United Nations and by the Government.

In witness whereof, the undersigned, the Official Representative of the United Nations and the plenipotentiary of the Government, duly authorized for this purpose, have signed this Agreement on behalf of the parties.

Done in three original copies, at Bujumbura, on 19 April 2007.

For the United Nations:

For the Government of the Republic of Burundi:

[Signed]

[Signed]

Executive Representative of the Secretary General of the United Nations

Minister of Foreign Affairs and International Cooperation

**(c) Headquarters Agreement for the Permanent Office of the United Nations Office for Project Services in the Argentine Republic.
Buenos Aires, 21 May 2007***

The Government of the Argentine Republic and the United Nations Office for Project Services, hereinafter referred to as the Parties,

Taking into account that by its decision 48/501 of 19 September 1994, the United Nations General Assembly, upon recommendation from the Economic and Social Council, decided that the United Nations Office for Project Services should become a separate entity within the Organization, in accordance with decision 94/12 of the Executive Board of the United Nations Development Programme of 9 June 1994;

Bearing in mind that the United Nations Office for Project Services provides administrative services for development projects as well as specialized services in all areas of competence of the United Nations, in particular administering and implementing development projects directed towards the search for peace, social stability, economic growth and sustainable development;

Also bearing in mind the provisions of the Convention on the Privileges and Immunities of the United Nations** of 13 February 1946;

In consideration of their mutual interest in establishing a permanent office of the United Nations Office for Project Services in the Argentine Republic;

* Entered into force provisionally on 21 May 2007 in accordance with article XIV.

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

Have agreed as follows:

Article I. Establishment of the offices of UNOPS in the Argentine Republic

1 The United Nations Office for Project Services (hereinafter “UNOPS”) may establish a Permanent Office (hereinafter “the Office”) in the territory of the Argentine Republic (hereinafter also referred to as “the Republic”).

2. For the establishment of other offices, UNOPS shall require the consent of the Government of the Argentine Republic (hereinafter “the Government”), which must be provided in writing. The provisions of this Headquarters Agreement shall be applicable to such offices and their personnel.

3. The Office shall be responsible for the functions assigned to it by the Executive Director of UNOPS, in particular the management, administration and supervision of international loans financed or co-financed by international financial institutions, and acting as the implementing agency for projects of other international bodies, regional or donor organizations and agencies, whether or not government-controlled, regardless of their source of funding, which may be national, provincial or municipal. The Office will also exercise the functions referred to above for projects and programmes of the United Nations Development Programme (UNDP).

4. The Government shall be represented by the Ministry of Foreign Affairs, International Trade and Worship. The body requesting assistance from UNOPS and directly responsible for the projects and programmes shall be referred to as the “Cooperating Agency”.

Article II. Legal personality

UNOPS shall enjoy legal personality in the Argentine Republic and, in particular, shall be empowered to:

- (a) acquire and sell movable and immovable property;
- (b) enter into contracts;
- (c) initiate legal proceedings.

Article III. Cooperation between the Argentine Republic and UNOPS

1. UNOPS, through its Office in the Argentine Republic, shall cooperate with the Government in the preparation, examination and execution of projects which are of mutual interest to the two Parties. To that end, periodic consultations shall be held.

2. The procedures and conditions for projects carried out by UNOPS which are financed wholly or partially by the national Government or by provisional or municipal governments, including commitments relating to the provision of funds, supplies, equipment and services or the provision of any other assistance, shall be covered in specific agreements between the Parties for each project which, thereafter, shall be referred to generically as “Project Documents”.

Article IV. Forms of assistance and cooperation

1. The assistance which UNOPS may provide to the Government through the Cooperating Agency on the basis of this Agreement shall be as follows:

(a) Entering into contracts on behalf of the Cooperating Agency for services of experts, advisers and consultants, including consulting firms or organizations selected by UNOPS or by the corresponding Cooperating Agency and responsible to them as the case may be;

(b) Entering into contracts on behalf of the Cooperating Agency for services of operational experts selected by the Cooperating Agency to provide functions, in conformity with the provisions of the laws and regulations in force, within organs of the Government or within entities designated by the Government, in conformity with the provisions of article V, paragraph 4;

(c) Acquisition of equipment and supplies;

(d) Selection of contractors for public works or contracting and administration on behalf of the Cooperating Agency of infrastructure projects of whatever type, as well as contracting for designs or technical inspection of the execution of public works;

(e) Organization and holding of seminars, training programmes, working groups with experts and related activities;

(f) Organization and administration of systems of grants or similar arrangements in the area of training for persons proposed to UNOPS by the Cooperating Agency;

(g) Any other form of cooperation as agreed between the Parties.

2. The Cooperating Agency shall present requests for UNOPS assistance to the Executive Director of its Office in the form and in accordance with the procedures established by UNOPS for such requests. The Cooperating Agency shall provide UNOPS with all the relevant information needed for analysis of the request, including a declaration of intent relating to the subsequent management of projects intended to result in investment.

3. UNOPS shall be entitled to provide assistance to the Government directly or by way of such external entity as it considers appropriate.

Article V. Execution of projects

1. The Cooperating Agency shall be responsible for carrying out all of the development projects in respect of which it has requested and received assistance from UNOPS, for achieving the objectives thereof and for executing the parts thereof which are within its remit, in accordance with the provisions of this Agreement and with those laid down in the relevant Project Documents. UNOPS hereby undertakes to complement and supplement the participation of the Cooperating Agency in such projects, by providing it with assistance in the fulfilment of this Agreement and of the work plans specified in the Project Documents. Additionally, and at the request of the Cooperating Agency, UNOPS shall be required to assist it in the subsequent management of projects related to investment.

2. The fulfilment by UNOPS of its responsibilities with respect to the project in question shall be conditional upon compliance by the Cooperating Agency with its obligations under this Agreement and the relevant Project Document.

3. The Cooperating Agency may designate, as appropriate, a full-time director for each project, who shall carry out the functions assigned to him or her by that agency. UNOPS may designate, as appropriate and in consultation with the Cooperating Agency, a principal technical adviser or project coordinator, responsible to UNOPS within the

project. This principal technical adviser or project coordinator shall supervise and coordinate the activities of the experts and other personnel of UNOPS and shall be responsible for the on-the-job training of the personnel subordinate to the Cooperating Agency. The principal technical adviser or project coordinator shall be responsible for the efficient administration and utilization of all the resources administered by UNOPS, including the equipment provided for the project.

4. In carrying out their functions, the experts, advisers, consultants and volunteers designated by UNOPS shall act in close consultation with the Cooperating Agency and the persons and agencies designated by the latter and shall comply with any instructions given to them by that Agency, taking into account the nature of their duties and the assistance in question, in the form mutually agreed between UNOPS and the Cooperating Agency. The experts shall be responsible solely to the Cooperating Agency or the entity to which they are assigned, and shall be under the exclusive supervision of the latter, but shall not be requested to carry out any function which is incompatible with their international status or with the objectives of UNOPS.

5. Recipients of grants shall be selected by the Cooperating Agency. Such grants shall be administered in accordance with the policies and practices of UNOPS in this area. The technical or other equipment, material, supplies and other assets administered or provided by UNOPS for the projects and programmes shall be the property of the relevant Cooperating Agency in accordance with the procedures and conditions mutually agreed between the Parties.

6. Patent rights, copyrights and other similar rights relating to any invention or procedure that originates in the assistance provided by UNOPS under this Agreement shall be the property of UNOPS. However unless the Parties explicitly agree to the contrary in any specific case, the Government shall have the right to use such inventions or procedures in the Argentine Republic exempt from royalties or other similar charges.

Article VI. Information relating to the projects

1. The Cooperating Agency shall provide UNOPS with any reports, maps, accounts, files, status reports, documents or other information that UNOPS may request concerning any project receiving assistance from its Office, or referring to the execution thereof, to the sustainability of its conditions of viability and validity or to the fulfilment by the Cooperating Agency of its responsibilities under this Agreement or the Project Documents.

2. UNOPS undertakes to keep the Government informed, through the Cooperating Agency, about the progress of its assistance activities under this Agreement. Each of the Parties shall have the right, at any time, to monitor the progress of the operations comprising the projects being assisted by UNOPS.

3. Once a project receiving assistance from UNOPS has been concluded, and at the request of the latter's Office, the Government, through the Cooperating Agency, shall inform UNOPS about the benefits resulting from the project and the activities undertaken to reach its objectives, including any information needed to evaluate the project or the assistance of UNOPS and, to those ends, shall consult with UNOPS and shall allow UNOPS to observe the situation.

4. UNOPS and the Cooperating Agency shall consult together on the publication, as appropriate, of any information relating to a project receiving assistance from UNOPS or to the benefits arising from the same. However, UNOPS shall be free to make use of any information relating to a project unless the Cooperating Agency requests UNOPS in writing to restrict the provision of information on any such project.

Article VII. Facilities

1. The Government shall adopt the necessary measures to facilitate the installation of the offices of UNOPS in the Republic, including measures within its control concerning the provision of public services.

2. In the communications area, the Government shall grant to UNOPS the facilities provided for in article III of the 1946 Convention on the Privileges and Immunities of the United Nations.

Article VIII. Officials and personnel of the office

1. The office shall be under the direction of a manager designated by UNOPS.

2. UNOPS shall also be empowered to designate, within its Office, the officials and staff necessary for the performance of its activities and functions.

3. In the communications area the Government shall grant to the officials and personnel of UNOPS the facilities provided for in article III of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

4. The Government shall grant to the officials of UNOPS and the experts on mission to the Argentine Republic a form of identification which shall certify their status.

Article IX. Offices, property, funds and assets

1. UNOPS, its property and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, in terms of article II, section 2 of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

2. The premises of the UNOPS offices shall be inviolable. Its property, funds and assets, wherever situated and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation, and any other form of interference, whether by executive, administrative, judicial or legislative action.

3. The archives of the UNOPS offices and, in general, all documents belonging to them, shall be inviolable.

4. The funds, assets, income and other property of UNOPS shall be exempt from:

(a) any form of direct taxation;

(b) customs duties and prohibitions or restrictions on the articles imported or exported by UNOPS for the operation of its Office and for the projects executed by UNOPS, in conformity with the procedures, modalities and rules drawn up to this end by the Argentine Government for international bodies forming part of the United Nations system. Articles imported under such an exemption shall not be sold or used for commercial purposes in the country, except under conditions explicitly agreed with the Government;

(c) customs duties and prohibitions or restrictions on the import or export of its publications.

5. UNOPS shall be exempt from value added tax applicable to any goods acquired in the country for the operation of its Office and for the projects executed by UNOPS and its offices in the Republic, where such purchases are significant. The Parties, though an agreement set out in writing, shall concur on the minimum amount applicable in order for a purchase to be considered “significant”, for the purposes of the present paragraph. Such amount shall be equal to that laid down for other organizations within the United Nations system.

6. UNOPS shall be entitled to:

(a) hold funds, bullion or currency of any kind and to maintain its accounts in any currency;

(b) to transfer its funds, bullion or currency from one country to another or within any country, and to convert the currency which it holds to any other currency.

(c) to open and maintain, subject to the laws and regulation in force in the Argentine Republic, accounts in local or foreign currency, in public and/or private financial entities regulated by the Central Bank of the Argentine Republic.

Article X. Privileges, immunities and facilities of officials

1. The Government shall extend to the senior officials of UNOPS, to the Head of any of its offices in the Argentine Republic and to the other officials carrying out their functions in such offices, provided that they are not Argentine nationals or permanent residents, the provisions of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

2. The officials of UNOPS who are Argentine nationals or permanent residents shall enjoy only the following privileges and immunities:

(a) immunity from prosecution in respect of any act carried out in the official performance of their duties, and an integral part thereof;

(b) exemption from taxation on the remuneration paid by UNOPS.

3. Additionally, the officials of UNOPS who are present in the country shall be granted those facilities and courtesies that are necessary for them effectively to carry out their official functions.

4. The privileges, immunities and facilities described above shall be granted to the officials of UNOPS in the interests of UNOPS and of the United Nations and not for their personal benefit. The Secretary-General of the United Nations shall have the right and the duty to waive the immunity of any official of UNOPS when such immunity impedes the course of justice or is prejudicial to the interests of the United Nations and of UNOPS.

Article XI. Experts on mission

The privileges, immunities and facilities provided for in article VI, sections 22 and 23 and article VII, section 26 of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 shall be extended to experts carrying out UNOPS missions.

Article XII. Respect for the Argentine Republic

1. Without prejudice to the privileges, immunities, facilities and courtesies provided for in this Agreement, all officials of UNOPS and experts on mission shall be obliged to observe the laws and regulations in force in the Argentine Republic and not to interfere in the internal affairs of the country.

2. UNOPS shall cooperate at all times with the Argentine authorities to facilitate the proper administration of justice, to ensure respect for the laws and regulations of the Argentine Republic and to prevent any abuse of the privileges, immunities, facilities and exemptions provided for in this Agreement.

Article XIII. Resolution of disputes

1. Any dispute between the Argentine Republic and UNOPS arising out of the interpretation or implementation of this Agreement which cannot be resolved through direct negotiations or through any other means of mutually agreed dispute resolution shall be submitted to arbitration, at the request of either of the Parties. In such a case, each Party shall nominate one arbitrator and the two arbitrators thereby nominated shall nominate a third arbitrator, who shall act as President. If within the thirty days following the submission of a request for arbitration, one of the Parties should not yet have nominated its arbitrator or, if within the fifteen days following the nomination of the two arbitrators the third should not have been nominated, either of the Parties may request the President of the International Court of Justice to nominate the arbitrator in question. The arbitrators shall lay down the arbitration procedure and the costs of the arbitration shall be divided between the Parties in the proportions laid down by the arbitrators. All decisions of the arbitrators shall require a vote in favour from at least two of them. The arbitration findings shall include a statement of the grounds on which they are based and the Parties shall accept them as the final resolution of the dispute.

2. Any dispute between the Government or the Cooperating Agency and any of the persons placed under contract by UNOPS in accordance with article IV, which may arise out of his or her conditions of service with the Government or in relation with the same, may be submitted to UNOPS by either of the parties to the dispute and the UNOPS Office shall use its good offices to help them to reach an agreement. If the dispute cannot be resolved in the manner described in the preceding paragraph or by some other means of resolution accepted by common accord, the matter may be submitted to arbitration at the request of either of the parties, following the same provisions as laid down in paragraph 1 of this article, except that if an arbitrator is not nominated by one of the parties, or if the third arbitrator is not nominated by the first two, then that arbitrator shall be nominated by the Secretary-General of the Permanent Court of Arbitration.

Article XIV. General provisions

1. This Agreement shall enter into force at the moment when the Parties shall have informed one another that their internal procedures required for adoption have been completed, and shall remain in force until terminated in accordance with the procedure laid down in paragraph 4 of this article.

2. This Agreement shall enter into force provisionally from the moment it is signed.

3. This Agreement may be amended by the Parties, on the basis of a written notification. The amendments agreed shall enter into force on the basis of the procedure laid down in paragraph 1.

4. This Agreement may be denounced at any time by either of the Parties, by way of a written notification sent to the other Party through the diplomatic channel, with advance notice of one hundred and twenty days, at the end of which it shall cease to be valid. Unless the Argentine Government announces to the contrary, the denunciation shall not have the effect of halting projects already being executed, which shall continue to be executed until their completion.

Done at Buenos Aires on the 21st day of the month of May 2007, in two originals in the Spanish language, both of them being equally authentic.

For the Government of the Argentine
Republic

[Signed]

For the United Nations Office for
Project Services

[Signed]

(d) Agreement between the United Nations and Nepal regarding the establishment in Kathmandu of the United Nations Regional Centre for Peace and Disarmament in Asia and the Pacific. New York, 20 July 2007*

The United Nations and Nepal

Considering the decision of the Government of Nepal (hereinafter referred to as “the Government”) and the United Nations, in accordance with resolution 42/39 D of the General Assembly dated 30 November 1987, have agreed to establish in Kathmandu, Nepal, the United Nations Regional Centre for Peace and Disarmament in Asia and the Pacific,

Considering that the Government undertakes to assist the United Nations in securing all the necessary facilities for the establishment and functioning of the Centre,

Considering that the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 (hereinafter referred to as “the Convention”), applies to the field offices which are an integral part of the Secretariat of the United Nations,

Considering that it is desirable to conclude an agreement to regulate questions arising as a result of the establishment of the Centre in Kathmandu,

Have agreed as follows:

Article I. Establishment of the Centre

The United Nations Centre for Peace and Disarmament in Asia and the Pacific shall be established in Kathmandu, Nepal, to carry out the functions assigned to it by the Gen-

* Entered into force 20 July 2007, in accordance with article XIV.

eral Assembly and the Secretary-General, within the framework of the Office for Disarmament Affairs.

Article II. Legal status of the Centre

1. The provisions of the Convention shall apply fully to the Centre.
2. The premises of the Centre shall be under the control and authority of the United Nations.
3. The Centre and the residence of the Director shall be inviolable. Government officers or officials shall not enter these premises to perform any official duties, except with the consent of the Director and under conditions agreed to by him.
4. Any location in or outside Kathmandu which may be used temporarily for meetings held by the Centre outside its premises shall be deemed to be covered by this Agreement for the duration of such meetings.

Article III. Property, funds and assets

1. The Centre, its property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process, except insofar as, in any particular case, the United Nations has expressly waived its immunity. It is, however, understood that such waiver shall not extend to measures of execution.
2. The property, funds and assets of the Centre, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, juridical or legislative action.
3. Without being restricted by financial controls, regulations or moratoria of any kind, the Centre:
 - (a) May hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency;
 - (b) Shall be free to transfer its funds, gold or currency from one country to another, or within the host country, to the United Nations or any other agency.
4. The Centre shall be accorded the most favourable, legally available, rate of exchange for its financial activities.
5. The appropriate authorities shall exercise due diligence to ensure the security and protection of the Centre and the residence of the Director, in order to ensure that the tranquillity of these places is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.
6. The archives of the Centre and in general all documents and materials made available, belonging to or used by it, wherever located and by whomsoever held, shall be inviolable.

Article IV. Contribution by the Government

In addition to the provisions made in operative paragraph 1 of General Assembly resolution 42/39 D, the Government shall make an annual contribution to cover fully the rent, maintenance and operation costs of the Centre. The precise quantum of such contribution will be stipulated in the memorandum of understanding between the Government

and the United Nations which shall form an integral part of this Agreement. Furthermore, the Government shall, freely and voluntarily, make additional contributions towards the maintenance of the Centre to the best of its ability.

Article V. Public services

1. The Government shall ensure that the Centre is supplied with the necessary public services on equitable terms. The Centre shall enjoy treatment for the use of telephone, radio-telegraph and mail communication facilities as favourable as that normally accorded to diplomatic missions in Nepal.

2. In case of interruption or threatened interruption of the services referred to above, the Centre shall, for the performance of its functions, be accorded by the Government the same priority as is given to essential government agencies.

Article VI. Exemption from taxation

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

Article VII. Communication facilities

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

2. The Government shall secure the inviolability of the official communications and correspondence of the Centre and shall not apply any censorship to such communications and correspondence. Such inviolability shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, films and sound or videotape recordings and electronic data communications dispatched to or by the Centre.

3. The Centre shall have the right to operate, without hindrance or encumbrance and free of any duties, radio and any other telecommunications equipment, including a satellite earth station facility, on United Nations registered frequencies and those allocated by the Government, within and outside the host country.

Article VIII. Officials of the Centre

1. Officials of the Centre, regardless of the nationality, shall:

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

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

2. Internationally recruited officials of the Centre shall also:

- (a) Be immune from national service obligations;
 - (b) Be immune, together with their spouses and relatives dependent on them, from provisions restricting immigration and formalities for alien registration;
 - (c) Be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable rank forming part of diplomatic missions to the Government;
 - (d) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;
 - (e) Have the right to import free of duty their furniture, personal effects and all household appliances, at the time of first taking up their posts.
3. The Director of the Centre, and any other internationally recruited officials as may be agreed between the Parties in respect of themselves, their spouses and members of their families shall enjoy the same privileges and immunities as are accorded by the Government to members of diplomatic missions of comparable rank. For this purpose, the name of the Director of the Centre may be incorporated in the diplomatic list.
4. Internationally recruited officials shall also be entitled to the following facilities applicable to members of diplomatic missions of comparable rank:
- (a) To import free of custom and excise duties limited quantities of certain articles intended for personal consumption in accordance with existing government regulations;
 - (b) To import a motor vehicle free of customs and excise duties, including value-added tax, in accordance with existing government regulations.

Article IX. Locally recruited personnel paid at hourly rates

The terms of employment of persons recruited locally and paid at hourly rates shall be in accordance with applicable United Nations rules. Personnel recruited 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. The Government shall make an annual contribution to cover the full salaries and benefits of locally recruited staff. Such contribution shall be stipulated in the memorandum of understanding between the Government and the United Nations which shall form part of this Agreement.*

Article X. Financial and personnel administration of the Centre

1. The activities of the Centre shall be administered in accordance with the Financial Regulations and Staff Regulations of the United Nations, except as otherwise specifically provided by the General Assembly of the United Nations. The activities of the Centre shall also be administered in accordance with the Financial Rules and the Staff Rules of the United Nations, except as otherwise provided in special rules promulgated by the Secretary-General of the United Nations.

2. The terms of employment of staff of the Centre who are appointed as staff members of the United Nations, including locally recruited persons, shall, regardless of their nationality, derive exclusively from the Staff Regulations and Rules of the United Nations.

* Not reproduced herein.

Article XI. Waiver of privileges and immunities

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

Article XII. Settlement of disputes

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

Article XIII. Entry to and exit from the host country

1. All persons referred to in this Agreement and persons invited on official business by the Centre shall have the right of unimpeded entry into, departure from, and free movement and sojourn within the host country. They shall be granted facilities for speedy travel. Visas and entry and exit permits, where required, shall be granted free of charge and as promptly as possible. No activity performed by persons referred to above in their official capacity with respect to the Centre shall constitute a reason for preventing their entry into and departure from the territory of the host country or for requiring them to leave such territory.

2. The Government shall recognize and accept the United Nations *laissez-passer* issued by the United Nations as a valid travel document.

3. In accordance with the provisions of Section 26 of the Convention, the Government shall recognize and accept the United Nations certificate issued to persons travelling on the business of the United Nations.

4. The Government further agrees to issue any required visas on the United Nations *laissez-passer* and certificates.

Article XIV. General provisions

1. The provisions of the present Agreement shall, where possible, be treated as complementary to those of the Convention, so that the provisions of both the Agreement and the Convention shall be applicable and neither shall restrict the effect of the other.

2. Consultation with respect to modifications of this Agreement shall be entered into at the request of either Party; any such modifications shall be made by mutual consent.

3. This Agreement shall cease to be in force by mutual consent of both Parties or if the Centre is moved from the territory of Nepal, except for such provisions as may be applicable in connection with the termination of the operations of the Centre in Nepal and the disposal of its property therein.

4. This Agreement shall come into force upon signature by both Parties.

In Witness Whereof, the undersigned, the duly authorized plenipotentiary of the Government and the duly appointed representative of the United Nations, have on behalf of the Parties signed the present Agreement, in two originals in the English language.

Done at New York on 20 July 2007.

For the United Nations:

[Signed]

High Representative for Disarmament
Affairs

For Nepal:

[Signed]

Permanent Representative of Nepal to the
United Nations

(e) Protocol modifying, supplementing and amending the 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, 3 August 2007*

Recalling the 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), done at Addis Ababa on 25 November 2006 ("the MOU");

Recalling the Conclusions of the Addis Ababa African Union-United Nations High-Level Consultation on the Situation in Darfur of 16 November 2006;

Recalling the Communiqué adopted by the African Union Peace and Security Council at its 66th meeting held at the level of Heads of State and Government on 30 November 2006, in Abuja, Nigeria, which endorsed the conclusions of the Addis Ababa High Level Consultations;

Recalling the Statement by the President of the Security Council of the United Nations made on behalf of the Council at its 5598th meeting on 19 December 2006 (S/PRST/2006/55), endorsing the Conclusions and the Communiqué and calling for them to be implemented by all parties without delay, including the immediate deployment of the United Nations Light and Heavy Support Packages to the African Union Mission in the Sudan (AMIS) and a hybrid operation in Darfur, for which backstopping and command and control structures and systems will be provided by the United Nations;

Recalling that, by a letter dated 24 January 2007, the Secretary-General of the United Nations informed the President of the Sudan that the United Nations and the African Union had agreed on the Heavy Support Package and forwarded to the President the Final Report

* Entered into force on 3 August 2007, in accordance with article XI.

on the Heavy Support Package as agreed during consultations undertaken in Khartoum between the two Organizations between 19 and 21 January 2007 (the “Final Report”);

Recalling the Report of the Secretary-General of 23 February 2007 to the Security Council (S/2007/104), which set out the most significant elements of the Heavy Support Package as contained in the Final Report;

Recalling that at the High Level Technical Consultations on the Heavy Support Package conducted on 9 April 2007 between the African Union, the United Nations and the Government of the Sudan (“the Government”), clarifications were provided by the African Union and the United Nations in response to observations made by the Government and agreement was finalized on the Heavy Support Package;

Recalling that, by a letter to the Secretary-General dated 16 April 2007, the Permanent Representative of the Sudan confirmed that the Government of the Sudan accepted in full the Heavy Support Package and looked forward to its expeditious implementation;

Recalling that the Security Council, by the President’s letter dated 17 April 2007 to the Secretary-General (United Nations document S/2007/212), endorsed the Final Report, supported the proposals made in Section VI, paragraphs 35 to 41, of the Secretary-General’s Report of 23 February 2007 with respect to the Heavy Support Package and urged their implementation through the use of additional and existing United Nations resources;

Recalling Article 16.2 of the MOU, pursuant to which the MOU may be modified, supplemented or amended at any time by written agreement between the Parties;

Wishing to modify, supplement and amend the MOU in order that, in addition to setting out the modalities for the provision by UNMIS to AMIS of the package of immediate support constituting the Light Support Package, it may also set out the modalities for the provision of the additional more resource-intensive support constituting the Heavy Support Package;

Confirming that the MOU, as so modified, supplemented and amended, shall accordingly set out the modalities for the provision by UNMIS to AMIS of both the Light Support Package and the Heavy Support Package;

Now, therefore, the United Nations and the African Union, acting through UNMIS and AMIS respectively, agree to modify, supplement and amend the MOU as follows:

Article I. Purpose of the Protocol

1. The purpose of this Protocol is to modify, supplement and amend the MOU so that, in addition to setting out the modalities for the provision by UNMIS to AMIS of the Light Support Package, the MOU may also set out the modalities for the provision of the Heavy Support Package.

2. Upon entry-into-force of this Protocol, the MOU, as modified, supplemented and amended by this Protocol, shall accordingly set out the modalities for the provision by UNMIS to AMIS of both the Light Support Package and the Heavy Support Package.

3. For the convenience of the Parties only and in order to assist and facilitate implementation, the operative provisions of the MOU, as modified, supplemented and amended by this Protocol, are attached to this Protocol as Annex 7. In the event of any inconsistency

between the provisions of the MOU and this Protocol, on the one hand, and the provisions of Annex 7, on the other, the provisions of the MOU and of this Protocol shall prevail.

Article II. Amendments to article 4 (Deployment of UNMIS personnel)

1. Article 4.1 of the MOU shall be amended to read as follows:

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

2. Article 4.2 of the MOU shall be amended to read as follows:

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

Article III. Amendments and supplementary provisions to article 5 (Status of UNMIS personnel)

1. Article 5.3 of the MOU shall be amended to read as follows:

5.3 UNMIS Military Personnel, Police Advisers and members of Formed Police Units 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, members of Formed Police Units 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.

2. The following paragraphs shall be inserted immediately after Article 5.3 of the MOU:

5.4 UNMIS Security Officers shall, while performing their official duties, wear the United Nations uniform. In addition, they shall, while performing their official duties, wear an AMIS arm band clearly identifying them as UNMIS personnel assigned to AMIS.

5.5 UNMIS Military Personnel, members of Formed Police Units and Security Officers deployed to AMIS in accordance with Annex 1A may possess and carry arms, ammunition and protective equipment and clothing, including flack jackets, body armour and helmets, while on official duty in accordance with their orders, as authorized by or on behalf of the Head of Mission of UNMIS. UNMIS Police Advisers deployed to AMIS in accordance with Annexes 1 and 1A may also possess and carry such items of protective equipment and clothing under such conditions.

Article IV. Amendments and supplementary provisions to article 6 (Command and control)

1. Article 6.2 of the MOU shall be amended to read as follows:

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, consistently with Article 6.6 below, 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 Annexes 1 and 1 A, in accordance with the terms of this MOU.

2. Article 6.4 of the MOU shall be amended to read as follows:

6.4 UNMIS Police Advisers and civilian personnel deployed to AMIS shall provide advice and support to AMIS as described in Annexes 1 and 1A. Except as otherwise provided in Article 6.9 below, 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.

3. The following paragraphs shall be inserted immediately after Article 6.4 of the MOU:

6.5 UNMIS Military Personnel deployed to AMIS in accordance with Annex 1A shall at all times operate under and adhere to the Rules of Engagement for the Military Members of the Military Component of the African Union Mission in the Sudan (AMIS) and for Military Members of the Military component of the United Nations Mission in the Sudan (UNMIS) Deployed to or in Support of AMIS as part of the Heavy Support Package Provided by UNMIS to AMIS, jointly issued by the African Union Commissioner for Peace and Security and the United Nations Under-Secretary-General for Peacekeeping Operations, as from time to time amended. The AMIS and UNMIS Force Commander will acting in close conjunction, issue Directives, in order further to define the parameters, circumstances and manner within, under and in which AMIS and UNMIS Military Personnel respectively who are deployed in Darfur may use force.

6.6 With respect to those UNMIS Military Personnel referred to in Annex 1 A serving as force multipliers, the AMIS Force Commander shall, for the reasons explained in paragraph 15 of that Annex, exercise his/her command of those force multipliers through the AMIS Joint Operations Centre (JOC). With respect to those UNMIS Military Personnel referred to in Annex 1A serving as mission enablers, the AMIS Force Commander shall, for the reasons explained in paragraph 15 of that Annex, exercise his/her command of those mission enablers through the AMIS Joint Logistics Operations Centre (JLOC) and through the UNMIS Chief Integrated Support Service (CISS).

6.7 The UNMIS Police Commissioner is vested with United Nations Operational Control of all UNMIS police personnel in Sudan. However, the AMIS Police Commissioner shall exercise Operational Control of the UNMIS Formed Police Units deployed to AMIS to the extent required to facilitate the effective performance, on the ground, of the functions described in Annex 1A, in accordance with this MOU. Specific directives will be developed by the UNMIS Police Commissioner in conjunction with the AMIS Police Commissioner setting out the manner in which members of UNMIS Formed Police Units deployed to AMIS will perform those functions.

6.8 Members of UNMIS Formed Police Units deployed to AMIS shall at all times operate under and adhere to UNMIS directives on detention, searches and use of force. The UNMIS Police Commissioner will issue more specific Police Commissioner's Directives,

which s/he will develop in conjunction with the AMIS Police Commissioner, in order further to define the parameters, circumstances and manner within, under and in which members of UNMIS Formed Police Units deployed to AMIS may carry out detentions and searches and use force.

6.9 UNMIS Security Officers deployed to AMIS shall at all times operate in accordance with the United Nations Integrated Security Management System in Sudan and report to the UNMIS Principal Security Adviser,

6.10 UNMIS Security Officers deployed to AMIS shall at all times operate under and adhere to UNMIS policies and standing operating procedures on the use of force and firearms. The UNMIS Principal Security Adviser will issue more specific policies and standing operating procedures, which s/he will develop in conjunction with the AMIS Chief of Security or any officer acting in this capacity, to further define the parameters, circumstances and manner within, under and in which UNMIS Security Officers deployed to AMIS may use force and firearms.

6.11 For the purposes of this Article:

(a) "United Nations Operational Control" ("UN OPCON") means the authority granted to a United Nations Military Commander in a United Nations Peacekeeping Operation to direct forces assigned, so that the Commander may accomplish specific missions or tasks which are usually limited by function, time, or location (or a combination), to deploy units concerned and/or military personnel, and to retain or assign tactical control of those units/personnel. UN OPCON includes the authority to assign separate tasks to sub-units of a contingent, as required by operational necessity, within the mission area of responsibility, in consultation with the Contingent Commander and as approved by United Nations Headquarters. It does not include responsibility for personnel administration.

(b) "Operational Control" ("OPCON") means the ability of the AMIS Force Commander or the AMIS Police Commissioner, as the case may be, to direct relevant UNMIS Military Personnel or Formed Police Units, to facilitate the effective performance, on the ground, of the relevant functions described in Annexes 1 and 1A, in accordance with the terms of this MOU. The AMIS Force Commander or the AMIS Police Commissioner, as the case may be, may seek to assign separate tasks to sub-units of UNMIS Military Personnel or Formed Police Units, as required by operational necessity, within the mission area of responsibility, again within the limitations of function, time, or location, in consultation with the Contingent Commander and as approved by United Nations Headquarters. It does not include the responsibility for personnel administration.

Article V. Amendments to article 9 (Safety and security)

Article 9.4 of the MOU shall be amended to read as follows:

9.4 AMIS shall take the necessary steps as required by the AMIS Joint 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 and equipment deployed to AMIS, including items of contingent-owned equipment as provided for in Article 12 bis below, and UNMIS facilities used by UNMIS Personnel so deployed against actual or imminent attack. This is without prejudice to the ability of UNMIS Military Personnel, members of Formed Police Units, Security Officers and Police Advisers (the latter who may not possess and carry arms or ammunition) deployed to AMIS in accordance with Annex 1A to use force, up to

and including deadly force, if necessary, to defend themselves and each other, as well as UNMIS equipment and facilities, against actual or imminent attack. It is further understood that those UNMIS Military Personnel, members of Formed Police Units, Security Officers and Police Advisers (the latter who may not possess and carry arms or ammunition) will use force, up to and including deadly force if necessary, to defend against actual or imminent attack any AMIS personnel with whom they may be co-located or to whom they may be providing operational support.

Article VI. Amendment to article 10 (Logistics support)

1. The title of Article 10 of the MOU shall be amended to read as follows: Logistics Support to UNMIS Personnel Deployed to AMIS

2. Article 10.3 of the MOU shall be amended to read as follows:

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 VII. Supplementary provisions articles 10 bis and 12 bis (Logistics support to AMIS and contingent-owned equipment)

1. The following Article shall be inserted between Article 10 and Article 11 of the MOU:

Article 10 bis. Logistics support to AMIS

10 bis.1 The UNMIS Military Personnel referred to in paragraph 12 (a) of Annex 1A shall provide to AMIS Personnel the medical support described in that Annex subject to and in accordance with relevant United Nations procedures, including the signature of the "Release from Liability in connection with the provision of Medical Services by the United Nations" contained in Annex 5.

10 bis.2 It is understood that the medical facilities referred to in Annex 1A will also provide treatment to UNMIS Personnel deployed to AMIS. AMIS personnel shall be accorded the same priority in the delivery of medical services at those facilities as is accorded to UNMIS Personnel deployed to AMIS.

10 bis.3 The UNMIS Military Personnel referred to in paragraph 12 (b), (c) and (d) of Annex 1A shall provide to AMIS the forms of logistics support described in that Annex or such other forms of logistics support as may be agreed in writing between UNMIS and AMIS.

10 bis.4 The UNMIS Military Personnel referred to in paragraph 12 (d), (e) and (f) of Annex 1A shall provide to AMIS the ground and air transport services described in that Annex subject to and in accordance with relevant United Nations procedures, including, in the case of the transport of AMIS personnel, the signature of the "General Release from Liability in connection with Travel by Third Parties on United Nations-provided Aircraft/Vehicles" contained in Annex 6.

10 bis.5 AMIS shall advise its personnel deploying to the Sudan of the necessity of completing and signing the Release from Liability forms contained in Annexes 5 and 6 as a condition of obtaining medical and ground and air transportation services pursuant to

this MOU. AMIS shall accordingly provide its personnel with copies of those forms, for completion and signature by them before or upon their arrival in the Sudan. AMIS shall make practical arrangements with UNMIS for the transmittal to UNMIS of completed and signed forms.

10 *bis.6* AMIS, as a Peace and Support Operation of the African Union, acknowledges and agrees that the medical support and ground and air transportation services referred to in paragraphs 1 and 4 above shall be provided at the sole risk of AMIS and that neither UNMIS nor the United Nations shall incur any liability arising from the provision of such medical support and ground and air transportation services. AMIS, as a Peace and Support Operation of the African Union, shall indemnify, hold and save harmless, and defend UNMIS and the United Nations and their respective officials, agents, servants and employees from and against all suits, proceedings, claims, demands, losses and liability of any nature or kind, based on, arising out of, related to, or in connection with the provision of such medical support and transportation services.

2. The following Article shall be inserted between Article 12 and Article 13 of the MOU:

Article 12 bis. Contingent-owned equipment

12 *bis.1* It is understood that States providing the UNMIS Military Personnel and Formed Police Units described in Annex 1A ("Participating States") will also be providing the necessary equipment for those personnel to perform their functions as therein set out, including major items of equipment directly related to the performance of those functions, items to support that major equipment and items that directly or indirectly support those Personnel ("Contingent-owned Equipment"). These items of Contingent-owned Equipment shall at all times remain under the direct and immediate control of the Participating State providing that Contingent-owned Equipment and such Contingent-owned Equipment shall at all times be operated by UNMIS Military Personnel or members of Formed Police Units only.

12 *bis.2* AMIS shall take such steps as are within its capabilities to ensure that adequate security measures are in place to protect and preserve all items of Contingent-owned Equipment that are deployed or used within or in the immediate proximity of AMIS camps, facilities and installations against damage, theft or loss. AMIS shall also ensure that AMIS personnel take reasonable care not to damage or destroy any such Contingent-owned Equipment. The AMIS Coordinator shall cooperate with UNMIS and with the Participating State concerned in any investigation into the loss, destruction or damage of such Contingent-owned Equipment.

Article VIII. Amendment to article 13 (Indemnity)

Article 13.1 of the MOU shall be amended to read as follows:

13.1 Subject and without prejudice to the provisions of Article 10 *bis.6*, 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 willful misconduct of the other Party or of the other Party's officials, personnel, servants or agents.

Article IX. Amendment to article 16 (Final provisions)

Article 16.3 of the MOU shall be amended to read as follows:

16.3 This MOU may be terminated at any time by either Party giving the other thirty (30) days notice. This MOU shall terminate immediately upon the termination of the mandate of either UNMIS or AMIS, or upon the commencement of the operation of the African Union/United Nations Hybrid Operation in Darfur (UNAMID), as contemplated by AU Peace and Security Council Communiqué of 22 June 2007 and UN Security Council resolution 1769 (2007) of 31 July 2007, Notwithstanding the termination of this MOU, the provisions of Articles 10 bis.6, 11, 12, 13, 14 and 15 shall remain in force.

Article X. Supplementary annexes to the MOU

1. Annex 1 A, which is attached, shall be added to the MOU.*
2. Annex 5, which is attached, shall be added to the MOU.*
3. Annex 6, which is attached, shall be added to the MOU.*
4. Annex 7, which is attached, shall be added to the MOU.

Article XI. Final provision

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

In witness whereof, the duly authorized representatives of the United Nations and the African Union have affixed their signatures, this 3rd day of August 2007 at Addis Ababa.

For and on behalf of the United
Nations:

[Signed]

Acting Special Representative of the
Secretary-General United Nations
Mission in Sudan

For and on behalf of the African
Union

[Signed]

African Union Commissioner Peace
and Security

ANNEX 7. OPERATIVE PROVISION OF THE 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), DONE AT ADDIS ABABA ON 25 NOVEMBER 2006, AS MODIFIED, SUPPLEMENTED AND AMENDED BY THE PROTOCOL MODIFYING, SUPPLEMENTING AND AMENDING THE 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), DONE AT ADDIS ABABA ON 3 AUGUST 2007

Article I. 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 Secu-

* Not reproduced herein.

ality 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 Coordinator, 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, Formed Police Units and civilian personnel (hereinafter collectively referred to as “UNMIS Personnel”) to or in support of AMIS to perform the functions described in Annexes 1 and 1 A, 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 Annexes 1 and 1A, 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, Police Advisers and members of Formed Police Units 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, members of Formed Police Units 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.

5.4 UNMIS Security Officers shall, while performing their official duties, wear the United Nations uniform. In addition, they shall, while performing their official duties, wear an AMIS arm band clearly identifying them as UNMIS personnel assigned to AMIS.

5.5 UNMIS Military Personnel, members of Formed Police Units and Security Officers deployed to AMIS in accordance with Annex 1A may possess and carry arms, ammunition and protective equipment and clothing, including flack jackets, body armour and helmets, while on official duty in accordance with their orders, as authorized by or on behalf of the Head of Mission of UNMIS. UNMIS Police Advisers deployed to AMIS in accordance with Annexes 1 and 1A may also possess and carry such items of protective equipment and clothing under such conditions.

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, consistently with Article 6.6 below, 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 Annexes 1 and 1A, 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 Annexes 1 and 1 A. Except as otherwise provided in Article 6.9 below, 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.

6.5 UNMIS Military Personnel deployed to AMIS in accordance with Annex 1A shall at all times operate under and adhere to the Rules of Engagement for the Military Members of the Military Component of the African Union Mission in the Sudan (AMIS) and for Military Members of the Military component of the United Nations Mission in the Sudan (UNMIS) Deployed to or in Support of AMIS as part of the Heavy Support Package Provided by UNMIS to AMIS, jointly issued by the African Union Commissioner for

Peace and Security and the United Nations Under-Secretary-General for Peacekeeping Operations, as from time to time amended. The AMIS and UNMIS Force Commanders will, acting in close conjunction, issue Directives, in order further to define the parameters, circumstances and manner within, under and in which AMIS and UNMIS Military Personnel respectively who are deployed to Darfur may use force.

6.6 With respect to those UNMIS Military Personnel referred to in Annex 1 A serving as force multipliers, the AMIS Force Commander shall, for the reasons explained in paragraph 15 of that Annex, exercise his/her command of those force multipliers through the AMIS Joint Operations Centre (JOC). With respect to those UNMIS Military Personnel referred to in Annex 1A serving as mission enablers, the AMIS Force Commander shall, for the reasons explained in paragraph 15 of that Annex, exercise his/her command of those mission enablers through the AMIS Joint Logistics Operations Centre (JLOC) and through the UNMIS Chief Integrated Support Service (CISS).

6.7 The UNMIS Police Commissioner is vested with United Nations Operational Control of all UNMIS police personnel in Sudan. However, the AMIS Police Commissioner shall exercise Operational Control of the UNMIS Formed Police Units deployed to AMIS to the extent required to facilitate the effective performance, on the ground, of the functions described in Annex 1 A, in accordance with this MOU. Specific directives will be developed by the UNMIS Police Commissioner in conjunction with the AMIS Police Commissioner setting out the manner in which members of UNMIS Formed Police Units deployed to AMIS will perform those functions.

6.8 Members of UNMIS Formed Police Units deployed to AMIS shall at all times operate under and adhere to UNMIS directives on detention, searches and use of force. The UNMIS Police Commissioner will issue more specific Police Commissioner's Directives, which s/he will develop in conjunction with the AMIS Police Commissioner, in order further to define the parameters, circumstances and manner within, under and in which members of UNMIS Formed Police Units deployed to AMIS may carry out detentions and searches and use force.

6.9 UNMIS Security Officers deployed to AMIS shall at all times operate in accordance with the United Nations Integrated Security Management System in Sudan and report to the UNMIS Principal Security Adviser.

6.10 UNMIS Security Officers deployed to AMIS shall at all times operate under and adhere to UNMIS policies and standing operating procedures on the use of force and firearms. The UNMIS Principal Security Adviser will issue more specific policies and standing operating procedures, which s/he will develop in conjunction with the AMIS Chief of Security or any officer acting in this capacity, to further define the parameters, circumstances and manner within, under and in which UNMIS Security Officers deployed to AMIS may use force and firearms.

6.11 For the purposes of this Article:

(a) "United Nations Operational Control" ("UN OPCON") means the authority granted to a United Nations Military Commander in a United Nations Peacekeeping Operation to direct forces assigned, so that the Commander may accomplish specific missions or tasks which are usually limited by function, time, or location (or a combination), to deploy units concerned and/or military personnel, and to retain or assign tactical control of those units/personnel. UN OPCON includes the authority to assign separate tasks to sub-units of

a contingent, as required by operational necessity, within the mission area of responsibility, in consultation with the Contingent Commander and as approved by United Nations Headquarters. It does not include responsibility for personnel administration.

(b) “Operational Control” (“OPCON”) means the ability of the AMIS Force Commander or the AMIS Police Commissioner, as the case may be, to direct relevant UNMIS Military Personnel or Formed Police Units, to facilitate the effective performance, on the ground, of the relevant functions described in Annexes 1 and 1 A, in accordance with the terms of this MOU. The AMIS Force Commander or the AMIS Police Commissioner, as the case may be, may seek to assign separate tasks to sub-units of UNMIS Military Personnel or Formed Police Units, as required by operational necessity, within the mission area of responsibility, again within the limitations of function, time, or location, in consultation with the Contingent Commander and as approved by United Nations Headquarters. It does not include the responsibility for personnel administration.

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 Joint 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 and equipment deployed to AMIS, including items of contingent-owned equipment as provided for in Article 12 *bis* below, and UNMIS facilities used by UNMIS Personnel so deployed against actual or imminent attack. This is without prejudice to the ability of UNMIS Military Personnel, members of Formed Police Units, Security Officers and Police Advisers (the latter who may not possess and carry arms or ammunition) deployed to AMIS in accordance with Annex 1A to use force, up to and including deadly force, if necessary, to defend themselves and each other, as well as UNMIS equipment and facilities, against actual or imminent attack. It is further understood that those UNMIS Military Personnel, members of Formed Police Units, Security Officers and Police Advisers (the latter who may not possess and carry arms or ammunition) will use force, up to and including deadly force if necessary, to defend against actual or imminent attack any AMIS personnel with whom they may be co-located or to whom they may be providing operational support.

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 to UNMIS personnel deployed to AMIS

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 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 10 bis. Logistics support to AMIS

10 bis.1 The UNMIS Military Personnel referred to in paragraph 12 (a) of Annex 1A shall provide to AMIS Personnel the medical support described in that Annex subject to and in accordance with relevant United Nations procedures, including the signature of the “Release from Liability in connection with the provision of Medical Services by the United Nations” contained in Annex 5.

10 bis.2 It is understood that the medical facilities referred to in Annex 1A will also provide treatment to UNMIS Personnel deployed to AMIS. AMIS personnel shall be accorded the same priority in the delivery of medical services at those facilities as is accorded to UNMIS Personnel deployed to AMIS.

10 bis.3 The UNMIS Military Personnel referred to in paragraph 12 (b), (c) and (d) of Annex 1A shall provide to AMIS the forms of logistics support described in that Annex or such other forms of logistics support as may be agreed in writing between UNMIS and AMIS.

10 bis.4 The UNMIS Military Personnel referred to in paragraph 12 (d), (e) and (f) of Annex 1A shall provide to AMIS the ground and air transport services described in that Annex subject to and in accordance with relevant United Nations procedures, including, in the case of the transport of AMIS personnel, the signature of the “General Release from Liability in connection with Travel by Third Parties on United Nations-provided Aircraft/Vehicles” contained in Annex 6.

10 bis.5 AMIS shall advise its personnel deploying to the Sudan of the necessity of completing and signing the Release from Liability forms contained in Annexes 5 and 6 as a condition of obtaining medical and ground and air transportation services pursuant to this MOU. AMIS shall accordingly provide its personnel with copies of those forms, for completion and signature by them before or upon their arrival in the Sudan. AMIS shall make practical arrangements with UNMIS for the transmittal to UNMIS of completed and signed forms.

10 bis.6 AMIS, as a Peace and Support Operation of the African Union, acknowledges and agrees that the medical support and ground and air transportation services referred to in paragraphs 1 and 4 above shall be provided at the sole risk of AMIS and that neither UNMIS nor the United Nations shall incur any liability arising from the provision of such medical support and ground and air transportation services. AMIS, as a Peace and Support Operation of the African Union, shall indemnify, hold and save harmless, and defend UNMIS and the United Nations and their respective officials, agents, servants and employees from and against all suits, proceedings, claims, demands, losses and liability of

any nature or kind, based on, arising out of, related to, or in connection with the provision of such medical support and transportation services.

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 opera-

tion, 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 12 bis. Contingent-owned equipment

12 bis.1 It is understood that States providing the UNMIS Military Personnel and Formed Police Units described in Annex 1A (“Participating States”) will also be providing the necessary equipment for those personnel to perform their functions as therein set out, including major items of equipment directly related to the performance of those functions, items to support that major equipment and items that directly or indirectly support those Personnel (“Contingent-owned Equipment”). These items of Contingent-owned Equipment shall at all times remain under the direct and immediate control of the Participating State providing that Contingent-owned Equipment and such Contingent-owned Equipment shall at all times be operated by UNMIS Military Personnel or members of Formed Police Units only.

12 bis.2 AMIS shall take such steps as are within its capabilities to ensure that adequate security measures are in place to protect and preserve all items of Contingent-owned Equipment that are deployed or used within or in the immediate proximity of AMIS camps, facilities and installations against damage, theft or loss. AMIS shall also ensure that AMIS personnel take reasonable care not to damage or destroy any such Contingent-owned Equipment. The AMIS Coordinator shall cooperate with UNMIS and with the Participating State concerned in any investigation into the loss, destruction or damage of such Contingent-owned Equipment.

Article 13. Indemnity

13.1 Subject and without prejudice to the provisions of Article 10 bis.6, 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 willful misconduct of the other Party or of the other Party's officials, personnel, servants or agents.

13.2 AMIS, as a Peace Support Operation of 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

15. 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 the other thirty (30) days notice to the other. This MOU shall terminate immediately upon the termination of the mandate of either UNMIS or AMIS, or upon the commencement of the

operation of the African Union/United Nations Hybrid Operation in Darfur (UNAMID) as contemplated by AU Peace and Security Council Communiqué of 22 June 2007 and UN Security Council resolution 1769 (2007) of 31 July 2007. Notwithstanding the termination of this MOU, the provisions of Articles 10 *bis*.6, 9, 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*.

(f) Agreement between the Government of the Republic of South Africa and the United Nations Development Programme on establishing a Service Centre in South Africa. New York, 1 October 2007**

Preamble

The Government of the Republic of South Africa (hereinafter referred to as “the Government”) and the United Nations Development Programme (hereinafter referred to as “UNDP”),

Recalling the decision made by the UNDP on the desirability to establish a Service Centre for Eastern and Southern Africa,

Recognizing that the Government welcomes the establishment of such a Service Centre within the Republic of South Africa,

Recognizing the benefits of establishing a Service Centre within the Republic of South Africa, to serve Eastern and Southern Africa,

Recalling the applicability to UNDP of the Convention of the Privileges and Immunities of the United Nations, adopted by the United Nations General Assembly on 13 February 1946, and acceded to by the Government on 30 August 2002,

Recalling the applicability to UNDP of the Basic Agreement concluded between the Government and UNDP on 3 October 1994 concerning UNDP’s assistance to the Government in the area of technical cooperation and development,

Recognizing that the activities of the UNDP-Service Centre are focused primarily on service of UNDP operations outside of the Host Country, including for the management and support of regional programmatic activities, and

Acknowledging that occasionally the UNDP-Service Centre will be called upon to support UNDP activities within the framework of the UNDP Country Programme in the Host Country;

Hereby agree as follows:

Article I. Definitions

Section 1

In this Agreement the expressions:

* Not reproduced herein.

** Entered into force on 1 October 2007, in accordance with section 28.

(a) “accredited foreign Mission in the Host Country” means diplomatic and consular missions and missions of international organisations based in the Republic of South Africa

(b) “Administrator” means the Administrator of the UNDP;

(c) “appropriate authorities” means such national or local government authorities under the laws and regulations of the Republic of South Africa as may be responsible in the context of, and in accordance with, the laws and customs applicable in the Republic of South Africa;

(d) “archives of the UNDP-SC” means all records, correspondence, documents, manuscripts, computer records, still and motion pictures, films and sound recordings, belonging to or held by UNDP-SC in furtherance of its functions;

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

(f) “the Director of the UNDP-SC” means the head of the UNDP-SC in the Republic of South Africa;

(g) “the Host Country” means the Republic of South Africa;

(h) “officials of the UNDP-SC” means the Director of the UNDP-SC and all staff assigned to the UNDP-SC, irrespective of nationality, with the exception of those who are locally recruited and assigned to hourly rates as provided for in United Nations General Assembly resolution 76(1) of 7 December 1946;

(i) “the Parties” means the Government and UNDP;

(j) “premises of the UNDP-SC” means the facilities in the Republic of South Africa used for conducting functions by the UNDP-SC;

(k) “property of UNDP-SC” means all property, including funds, income and other assets belonging to the UNDP-SC or held or administered by UNDP-SC in furtherance of the functions of the UNDP-SC;

(l) “Secretary-General” means the Secretary-General of the United Nations;

(m) “Service contractors” means individuals who are engaged under service contracts in their personal capacity not as representatives of a government nor of any other authority external to the United Nations. They are neither staff members under the Staff Regulations and Rules of UNDP nor officials for the purposes of the Convention.

(n) “telecommunications” means any emission, transmission or reception of written or verbal information, images, sound or information of any nature by wire, radio, satellite, optical fibre or any other electronic or electromagnetic means;

(o) “UNDP Country Programme” means the activities undertaken by UNDP in the Host Country within the framework of the 1994 Agreement;

(p) “UNDP-SC” means the United Nations Development Programme Service Centre established in the Republic of South Africa to serve Eastern and Southern Africa;

(q) “1994 Agreement” means the Agreement between the United Nations (United Nations Development Programme) and the Republic of South Africa concluded on 3 October 1994.

*Article II. Purpose and scope of the Agreement**Section 2*

(a) This Agreement regulates the status of the UNDP-SC premises, officials and experts in the Host Country. To the extent that the UNDP-SC undertakes functions in support of the UNDP activities within the framework of the UNDP Country Programme in the Host Country, the 1994 Agreement shall apply to these technical and operational activities of the UNDP-SC.

(b) The Government confirms that the treatment afforded to the UNDP-SC and the UNDP shall be equal and the same as afforded to any other accredited foreign mission in the Host Country.

*Article III. Legal capacity**Section 3*

(a) The United Nations, acting through UNDP, shall have the capacity:

- (i) to contract;
- (ii) to acquire and dispose of immovable and movable property; and
- (iii) to institute judicial proceedings.

(b) For the purposes of this Article, UNDP shall be represented by the Director of UNDP-SC.

*Article IV. Inviolability of the UNDP-SC**Section 4*

(a) The UNDP-SC shall be inviolable and its property and assets, wherever located and by whosoever held, shall enjoy immunity from every form of legal process, except insofar as in any particular case immunity shall have expressly been waived in accordance with the Convention. Waiver of immunity from legal process shall not extend to any measure of execution.

(b) No officer or official of the Host Country or person exercising any public authority within the Host Country, shall enter the premises of the UNDP-SC to perform any duties therein except with the consent of, and under conditions approved by the Director of the UNDP-SC. In case of a fire or other emergency requiring prompt protection action, the consent of the Director of the UNDP-SC to any necessary entry into the premises shall be presumed if he/she cannot be reached in time.

(c) The premises of the UNDP-SC shall not be used in any manner incompatible with the scope and purpose of the UNDP-SC, as set forth in Article II, above, which includes the use of the premises and facilities for meetings, seminars, exhibitions and other related purposes which are organized by the UNDP-SC, the United Nations or other related organizations.

Section 5

The Archives of the UNDP-SC, wherever located in the Host Country, shall be inviolable.

*Article V. Public services and security**Section 6*

(a) The UNDP-SC shall receive the same level of service delivery by the relevant local authorities of necessary public services and utilities that is provided to any other accredited foreign mission in the Host Country.

(b) The UNDP-SC shall receive the same level of security and protection that is provided to any other accredited foreign mission in the Host Country.

*Article VI. Exemption from taxation**Section 7*

With respect to all official activities, the UNDP-SC, its assets, income and property shall be exempt from all forms of taxation; however, the UNDP-SC shall not claim exemption from taxes, which are, in fact, no more than charges for public utility services.

Section 8

The UNDP-SC shall be exempt from customs duties, prohibitions and restrictions on goods imported or exported for its official purposes, including publications; it is understood, however, the articles imported under such exemption shall not be sold in the Host Country except under conditions agreed to with the Government.

*Article VII. Financial transactions**Section 9*

Without being restricted by financial controls, regulations or moratoria of any kind, the UNDP-SC may, in order to carry out its activities:

- (i) hold funds and currency of any kind and to operate accounts in any currency; and
- (ii) freely transfer its funds and currency to and from the Host Country, and convert any currency held by it into any other currency.
- (iii) be accorded the most favourable, legally available rate of exchange.

*Article VIII. Communications**Section 10*

The UNDP-SC shall enjoy, for its official communications, treatment not less favorable than that accorded by the Host Country to any other Government, including the latter's diplomatic mission, in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communication, and press rates for information to the press and radio.

Section 11

(a) No censorship shall be applied to the official correspondence and other official communications of the UNDP-SC.

(b) The UNDP-SC shall have the right to operate communication equipment including satellite facilities and to use codes and to dispatch and receive correspondence by 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 shall be provided with a courier certificate issued by the United Nations.

Article IX. Representatives of members

Section 12

Representatives of members of the United Nations to meetings convened by the UNDP-SC shall, while exercising their functions, enjoy the privileges and immunities as set out in Article IV of the Convention.

Article X. Officials of the UNDP-SC

Section 13

The Government shall accord to:

(a) the officials of the UNDP-SC, regardless of their nationality, the privileges and immunities set out in Articles V and VII of the Convention;

(b) the Head of the UNDP-SC and the Deputy Head of the UNDP-SC and other officials assigned to the UNDP-SC, having the rank of P-5 and above, who do not have South African nationality or permanent resident status in the Host Country, shall, together with their families forming part of their household in addition to the privileges and immunities set out in Articles V and VII of the Convention, be accorded the same privileges and immunities, exemptions and facilities as are accorded to diplomatic staff at missions accredited to the Host Country.

Section 14

Privileges and immunities are granted to officials 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 official of the UNDP-SC in any case where, in the opinion of the Secretary-General, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Organization.

Article XI. Experts on missions and service contractors

Section 15

Experts, other than officials, performing missions for the UNDP-SC shall be accorded the privileges and immunities as set out in Articles VI and VII of the Convention.

Section 16

Service Contractors 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 UNDP-SC. Such immunity shall continue to be accorded after termination of their engagement with the UNDP-SC. They shall also be accorded such other facilities as may be necessary for the independent exercise of their functions for the UNDP-SC. The terms and conditions of their engagement shall be in accordance with UN and UNDP decisions, regulations, rules and policies.

Section 17

Privileges and immunities are granted to experts and service contractors 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 expert or service contractor of the UNDP-SC in any case where, in the opinion of the Secretary-General, the immunity would impede the course of justice and can be waived without prejudice to the interests of the Organization.

Article XII. Cooperation with the appropriate authorities

Section 18

Without prejudice to the privileges and immunities accorded by this Agreement, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the Host Country, and not to interfere in the internal affairs of the Host Country.

Section 19

The UNDP-SC shall co-operate 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 facilities, privileges and immunities accorded to persons referred to in the present Agreement.

Article XIII. Entry into, exit from, movement and sojourn within the Host Country

Section 20

All persons referred to in this Agreement and persons invited on official business shall have the right of unimpeded entry into, exit from, sojourn and free movement within the Host Country except for zones which require special permission under the legislation on national security in force in the Host Country.

Visas, entry permits or licenses, where required, shall be granted as promptly as possible.

Article XIV. Laissez-passer

Section 21

The Government shall recognize and accept the United Nations *laissez-passer* issued by the United Nations as a valid travel document equivalent to a passport. In accordance with the provisions of Section 26 of the Convention, the Government shall also recognize and accept the United Nations certificate issued to persons traveling on official business.

Section 22

Applications for the necessary permits or visas, where required, by officials holding the United Nations *laissez-passer*, shall be dealt with as speedily as possible. In addition, such persons shall be granted facilities for speedy travel. The Government further agrees to issue any required visa on the United Nations *laissez-passer* or national passport.

Section 23

Similar facilities to those specified in Section 22 shall be accorded to experts and other persons who, though not the holders of United Nations *laissez-passer*, are confirmed by the UNDP-SC as traveling on official business.

*Article XV. Identification cards**Section 24*

All persons referred to in this Agreement and conferred with immunities and privileges shall be entitled to have an appropriate identification card issued by the Government indicating their status.

*Article XVI. United Nations flag and emblem**Section 25*

The UNDP-SC shall have the right to display the emblem of the United Nations or UNDP and/or the flag of the United Nations on its premises, vehicles, aircraft and vessels.

*Article XVII. Settlement of disputes**Section 26*

Any dispute between the Parties arising out of, or relating to this Agreement, which is not settled by negotiation or another agreed mode of settlement, shall, at the request of either Party, be submitted to a Tribunal of three arbitrators. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairperson of the Tribunal. If, within thirty days of the request for arbitration, a Party has not appointed an arbitrator, or if, within fifteen days of the appointment of two arbitrators, the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint the arbitrator referred to. The Tribunal shall determine its own procedures, provided that any two arbitrators shall constitute a quorum for all purposes, and all decisions shall require the agreement of any two arbitrators. The expenses of the Tribunal shall be borne by the Parties as assessed by the Tribunal. The arbitral award shall contain a statement of the reasons on which it is based and shall be final and binding on the Parties.

*Article XVIII. Entry into force, duration and termination**Section 27*

This Agreement may be modified by written agreement between the Parties hereto. Each Party shall give full consideration to any proposal advanced by the other Party under this Section.

Section 28

(a) This Agreement shall be subject to the signature by the Parties. It shall enter into force on the date of the last signature thereof.

(b) This Agreement may be terminated by either Party by written notice to the other and shall terminate six months after the receipt of such notice. Notwithstanding any such notice of termination, this Agreement shall remain in force until complete fulfillment or termination of all obligations entered into by virtue of this Agreement.

(c) The obligations assumed by the Government shall survive the termination of this Agreement, to the extent necessary to permit orderly withdrawal of the property, funds and assets of the UNDP-SC and officials assigned to it by virtue of this Agreement.

In witness whereof the undersigned, being the duly appointed representatives of the respective Parties, have signed this Agreement in duplicate.

Done at New York, this 1st day of October 2007.

[Signed]

For the Government of the Republic
of South Africa

[Signed]

For the United Nations Development
Programme

(g) Agreement between the United Nations and the Government of Denmark relating to the Headquarters and other offices in Copenhagen of the United Nations Office for Project Services. Copenhagen, 13 December 2007*

The United Nations, represented by the United Nations Office for Project Services, (hereinafter referred to as “UNOPS”) and the Government of Denmark, represented by the Ministry for Foreign Affairs, (hereinafter referred to as “the Government”),

Considering that the UNOPS was established as a separate and identifiable entity by General Assembly decision 48/50.1 of 19 September 1994;

Considering that, further to the offer by the Government to host UNOPS’ Division for Procurement Projects, the United Nations and the Government concluded an Interim Agreement regarding the legal status of the UNOPS in Copenhagen, in the form of an exchange of letters dated 20 May 1997;

Considering that measures proposed by UNOPS 2005 action plan (DP/2005/39) and recognized in decision 2005/36 of the Executive Board of the United Nations Development Programme and the United Nations Population Fund (hereinafter referred to as “the Executive Board”) included the relocation of UNOPS Headquarters functions from New York;

Considering that, by its decision 2006/6 of 27 January 2006, the Executive Board took note of the progress report of UNOPS Executive Director, a.i. (DP/2006/11) which stated that UNOPS would relocate its current headquarters functions and Europe-based operations to Denmark (Copenhagen) in the first half of 2006, further to the generous offer (reference number 119.D.16) dated 2 December 2005 made by the Government of Denmark to provide expanded facilities in Copenhagen for its Headquarters, service centre and operations (attached hereto as Annex I) as clarified by, but not limited to, a communication dated December 16, 2005 from the First Secretary, Permanent Mission of Denmark to the United Nations (attached hereto as Annex II). Such expanded facilities include, but are not limited to, rent free premises on an indefinite basis to house UNOPS’ personnel as may be increased or decreased from time to time;

Considering that UNOPS is an integral part of the United Nations, whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946, to which Denmark acceded on 10 June 1948, without reservation;

* Entered into force on 13 December 2007, in accordance with its article XXV.

Considering that it is desirable to conclude an Agreement, complementary to the Convention on the Privileges and Immunities of the United Nations, to regulate questions not envisaged in that Convention arising as a result of the relocation of the Headquarters of UNOPS in Denmark;

Have agreed as follows:

Article I. Definitions

In the present Agreement,

(a) “Archives” means all records, correspondence, documents, publications, manuscripts, photographs, films, recordings, computer, data files and software belonging or held by UNOPS, wherever located;

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

(c) “Country” means Denmark;

(d) “Executive Director” means the Executive Director of UNOPS or his / her authorized representative;

(e) “experts on missions” means individuals, other than officials of UNOPS, performing missions on behalf of UNOPS within the scope of Articles VI and VII of the Convention;

(f) “Headquarters” means all the UNOPS offices and premises, installations and facilities made available to or occupied, maintained or used by the UNOPS in Copenhagen and any sub-offices which may be established in Denmark, with the written consent of the Government;

(g) “Officials of UNOPS” means the Executive Director and all UNOPS personnel, irrespective of nationality, with the exception of persons who are recruited in Denmark and assigned to hourly rates;

(h) “the appropriate Danish Authorities” means national, departmental, local and other competent authorities under the laws and regulations of Denmark;

(i) “the Government” means the Government of Denmark;

(j) “UNOPS” means the United Nations Office for Project Services.

Article II. Juridical personality and capacity

The United Nations, acting through UNOPS, shall have the capacity:

(a) To contract;

(b) To acquire and dispose of immovable and movable property;

(c) To institute legal proceedings.

Article III. Purpose

The purpose of this Agreement is to regulate the status of UNOPS Headquarters and its personnel, and to ensure the availability of the necessary privileges and immunities,

facilities and courtesies to enable UNOPS to perform fully and effectively its functions, including its scheduled programmes of work and any related activities.

Article IV. Mandate, general objectives and standards of operation of UNOPS

UNOPS mandate is as set out in United Nations General Assembly decision 48/501 of 19 September 1994 and successive decisions of the Executive Board.

Article V. Status of the Headquarters

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

2. The premises of UNOPS shall be inviolable. The property, funds and assets of UNOPS, 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. The archives of UNOPS, and in general all documents belonging to or held by it, shall be inviolable.

4. The appropriate Danish Authorities shall not enter the Headquarters premises to perform any official duties, except with the express consent of the Executive Director and under conditions agreed to by him or her.

5. UNOPS shall have the power to make regulations, operative within the Headquarters, for the purpose of establishing therein conditions in all respects necessary for the full execution of its functions. No law of Denmark which is inconsistent with a regulation of UNOPS authorized by this paragraph shall, to the extent of such inconsistency, be enforceable within the Headquarters. Any dispute between UNOPS and the Government as to whether a regulation of UNOPS is authorized by this paragraph or as to whether a law of Denmark is inconsistent with any regulation of UNOPS authorized by this paragraph, shall promptly be settled by the procedure set out in Article XXVI. The regulations set out in this Article shall not prevent the reasonable application of protective measures to be taken by the competent Danish authorities in case of an emergency such as a fire.

6. Juridical actions, including service of legal process and the seizure of private property, shall not take place within the Headquarters, except with the consent of, and under conditions approved by the Executive Director.

7. Without prejudice to the provisions of the Convention or this Agreement, UNOPS shall prevent the Headquarters from being used as a refuge by persons who are avoiding arrest under any law of Denmark, who are required by the Government for extradition to another country, or who are endeavoring to avoid service of legal process.

8. The appropriate Danish authorities shall make every possible effort to secure upon the request of the Executive Director the public services needed by UNOPS, including, without limitation by reason of this enumeration postal, telephone, and telegraph services and power, water and fire protection services. Such public services shall be supplied on equitable terms.

9. In case of any interruption or threatened interruption of the aforesaid services, the appropriate Danish authorities shall consider the needs of the Headquarters as being of equal importance with those of essential agencies of the Government, and shall take steps accordingly, to ensure that the work of UNOPS is not prejudiced.

10. Any location in or outside Copenhagen which may be used temporarily for meetings by UNOPS or the United Nations shall be deemed, with the written concurrence of the Government, to be included in the Headquarters district for the duration of such meetings,

11. Except as otherwise provided in this Agreement or the Convention, the laws of Denmark shall apply within the headquarters.

Article VI. Entry into, exit from, movement and sojourn in the host country

1. All persons referred to in this Agreement and persons invited on official business by the Executive Director shall have the right of unimpeded entry into, exit from, free movement and sojourn within the host country. They shall be granted facilities for speedy travel. Visas, entry permits or licenses, where required, shall be granted free of charge and as promptly as possible. The same facilities shall be extended to UNOPS candidates, if such is requested by the Executive Director. No activity performed by persons referred to above in their official capacity with respect to UNOPS shall constitute a reason for preventing their entry into or departure from the territory of the host country or for requiring them to leave such territory.

2. The Government undertakes, for this purpose, to allow the entry into and residence in Denmark of the persons listed in Articles X to XII below during their assignment or during the performance of their duties for UNOPS, without charging visa fees and without delay as well as exemption from any requirements of exit visa formalities upon departure from. Denmark of:

(a) Representatives of States, representatives of United Nations organs, specialized or related agencies, and observers from intergovernmental, non-governmental and other organizations invited to participate in conferences or meetings convened in Denmark by the United Nations including alternate representatives or observers, advisers, experts and assistants, as well as their spouses and dependent members of their families;

(b) Officials of UNOPS, experts on missions, as well as their spouses and dependent members of their families;

(c) Officials of the United Nations or any of its specialized or related agencies who are assigned to work for UNOPS and those who have official duties with UNOPS, as well as their spouses and dependent members of their families;

(d) All persons invited to the Headquarters on official business.

3. Without prejudice to the privileges, immunities, facilities and courtesies which they may enjoy, persons referred to in paragraph 2 above may not be forced by Danish authorities to leave Danish territory unless they abuse their recognized residence privileges, and subject to the provisions mentioned hereunder:

(a) No action to force the persons referred to in paragraph 2 above to leave the Danish territory may be taken except with the prior approval of the Ministry of Foreign Affairs.

Such approval shall be given only after consultation with the Secretary-General of the United Nations;

(b) Persons enjoying diplomatic privileges and immunities under this Agreement may not be requested to leave the Danish territory except in accordance with the practices and procedures applicable to diplomats accredited to the Government;

(c) It is understood that persons referred to in paragraph 2 above shall not be exempt from application of quarantine or other health regulations.

Article VII. Communications facilities

1. For all official postal, telephone, telegraph, telephoto and electronic communications, the Government shall accord to UNOPS a treatment equivalent to that accorded to any diplomatic missions, or to other intergovernmental organizations in matters of establishment and operation, priorities, tariffs and charges on mail, cables, telegrams, telephotos, telephone calls and other communications, as well as such rates for news reported to the press and radio as may be accorded.

2. The Government shall secure the inviolability of the official correspondence of UNOPS and shall not apply any censorship to such correspondence. Such inviolability shall extend, without limitation, by reason of this enumeration to publications, still and moving pictures, films and sound recording dispatched to or by UNOPS, as well as to any electronic data communications and other forms of communications as may be agreed between UNOPS and the Government.

UNOPS shall have the right to use codes and to dispatch and receive its correspondence and other materials by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

(a) UNOPS is authorized to establish and operate at the Headquarters facilities for electronic, high frequency radio and satellite communications including point to point dedicated telecommunications circuits as and when needed for the purpose of communications with other United Nations or UNOPS offices all over the world;

(b) With the agreement of the Government as may be included in a supplementary Agreement between the United Nations and the Government, UNOPS may also establish and operate at the Headquarters:

(i) Its own short-wave sending and receiving radio broadcasting facilities (including emergency link equipment) which may be used on the same frequencies (within the tolerances prescribed for the broadcasting service by applicable Danish regulations) radiograph, radiotelephone and similar services;

(ii) Such other radio facilities as may be specified by supplementary agreement;

(c) UNOPS shall make arrangements for the operation of the services referred to in this Article with the International Telecommunication Union, the appropriate agencies of the Government and the appropriate agencies of other affected Governments with regard to all frequencies and similar matters;

(d) The facilities provided for in this Article may, to the extent necessary for efficient operation, be established and operated outside the Headquarters with the consent of the Government.

Article VIII. Funds, assets and other property

Without being restricted by financial controls, regulations or moratoria of any kind, UNOPS shall be free to:

- (a) hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency;
- (b) transfer its funds, gold or currency from one country to another or within Denmark to other organizations or agencies of the United Nations system;
- (c) enjoy the most favorable, legally available rate of exchange for its financial transactions.

Article IX. Exemption from taxation

1. UNOPS, its assets, income and other property shall be exempt from all direct and indirect taxes, including, but not limited to, income tax, value added tax, capital tax, corporate tax, trade tax, motor vehicle tax, property tax, fees, tolls, excise duty, conveyance duty or any other duties, levied by national, regional or local authorities or otherwise. It is understood, however, that UNOPS shall not claim exemption from taxes and duties which are, in fact, no more than charges for public utility services provided at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized.

2. UNOPS, its funds, assets and other property shall be exempt from all custom duties in respect of articles imported or exported by UNOPS for its official use, including motor vehicles. It is understood, however, that articles imported or purchased under such an exemption shall not be sold or otherwise disposed of in Denmark except under conditions agreed upon with the Government. UNOPS shall also be exempt from all customs duties, prohibitions and restrictions on imports and exports in respect of its publications, audio-visual materials, etc.

Article X. Representatives of States

1. The representatives of States shall, together with members of their families forming part of their household and who do not have Danish nationality or permanent residence status in the host country, enjoy the privileges and immunities, exemptions and facilities accorded to diplomatic agents, in accordance with international law and in particular under the Convention and the 1961 Vienna Convention on Diplomatic Relations.

2. The representatives of States who are not resident in Denmark shall, in the discharge of their duties and while exercising their functions, enjoy privileges and immunities as described in Article IV of the Convention.

3. The Ministry of Foreign Affairs shall include the names of the individuals referred to in paragraph 1 above on the Diplomatic List.

Article XI. Officials of UNOPS

1. Officials of UNOPS shall enjoy the following privileges and immunities:

(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 to be accorded after termination of employment with UNOPS;

(b) Immunity from inspection or seizure of official baggage;

(c) Exemption from taxation on the salaries and emoluments paid to them by UNOPS, including accrued interest rates on UN pension schemes;

(d) Exemption from military and national service obligations;

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

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

(g) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their household as are accorded in time of international crises to members, having comparable rank, of the staffs of heads of diplomatic missions accredited to Denmark;

(h) If they have been previously residing outside Denmark, the right to import their furniture, personal effects and all household appliances, including one automobile, intended for personal use free of duty. The privilege shall be valid for a period of one year from the date of first taking up their post in Denmark.

(i) For officials who are not locally recruited staff, the right to import free of customs and excise duties, limited quantities of certain articles for personal consumption (food products, beverages, etc.);

(j) For officials who are not locally recruited staff, the right, once every three years, to import one automobile and one motorcycle free of customs and excise duties, including value added taxes, it being understood that permission to sell or dispose of the automobile or motorcycle in the open market will normally be granted two years after the importation of the automobile or motorcycle only. It is further understood that customs and excise duties will become payable in the event of the sale or disposal of such automobile or motorcycle within three years after its importation to a person not entitled to this exemption.

2. Officials of UNOPS having the professional grade of P.5 or above and such additional categories of officials as may be designated, in agreement between the United Nations and the Government, on the ground of the responsibilities of their positions in the UNOPS, Denmark, shall be accorded the same privileges and immunities, exemptions and facilities as the Government accords to members of diplomatic missions accredited in Denmark, having comparable rank.

3. In addition, to the privileges and immunities specified above, the Executive Director shall be accorded in respect of himself, his spouse and minor children, the privileges and immunities, exemptions and facilities normally accorded to Heads of diplomatic missions.

4. The Ministry of Foreign Affairs shall include the names of the individuals referred to in paragraphs 2 and 3 above on the Diplomatic List.

Article XII. Experts on missions for UNOPS

Experts on missions for UNOPS, other than the Officials referred to in Article XI above, performing missions authorized by, serving on boards, committees or other organs of, or consulting at its request in any way with UNOPS shall enjoy, within, and with respect to Denmark, the following privileges and immunities:

- (a) Immunity in respect of themselves, their spouses and their dependent children from personal arrest or detention and from seizure of their personal and official baggage;
- (b) Immunity from legal process of any kind with respect to words spoken or written, and all acts done by them, in the performance of their official functions, such immunity to continue notwithstanding that the persons concerned may no longer be employed on missions for, serving on committees of, or acting as consultants for UNOPS, or may no longer be present at the Headquarters attending meetings convened by UNOPS;
- (c) Inviolability of all papers, documents and other official material;
- (d) The right, for the purpose of all communications with UNOPS, to use codes and to dispatch or receive papers, correspondence or other official material by courier or in sealed bags;
- (e) Exemption with respect to themselves and their spouses from immigration restrictions, alien registration and national service obligations;
- (f) The same protection and repatriation facilities with respect to themselves, their spouses, their dependent relatives and other members of their households as are accorded in time of international crisis to members having comparable rank, of the staff of heads of diplomatic missions accredited to Denmark;
- (g) The same privileges with respect to currency and exchange restrictions, as are accorded to representatives of foreign Governments on temporary official missions;
- (h) The same immunities and facilities with respect to their personal and official baggage as the Government accords to members, having comparable rank of the staff of heads of diplomatic missions accredited to Denmark.

Article XIII. Personnel recruited locally and assigned to hourly rates

Personnel recruited in Denmark and assigned to hourly rates shall be accorded immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNOPS. The terms and conditions of their employment shall be in accordance with the relevant United Nations resolutions, decisions, regulations, rules and policies.

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

1. Spouses of all persons employed by UNOPS and their children forming part of their household who are under 21 years of age or economically dependent, shall not require a work permit.
2. The Government undertakes to issue visas and residence permits, where required, to household employees of persons employed by UNOPS as speedily as possible; household

employees serving in the private households of persons employed by UNOPS are exempt from requirements of a work permit.

3. It is understood that denial of the above referenced permits must not relate to nationality, gender, religion, professional or political affiliation.

Article XV. Notification

UNOPS shall notify the Government of the names and categories of Officials of UNOPS, experts on missions, and personnel locally recruited and assigned to hourly rates, and of any change in their status.

Article XVI. Identification cards

1. At the request of the Executive Director, the Government shall issue to the personnel of UNOPS referred to in Articles X to XIII above appropriate identity documents comparable to those issued to staff of other diplomatic missions.

2. Members of the staff of UNOPS shall show, but not surrender, their identity documents to any authorized Government official upon request.

3. Upon the termination of the functions of a member of the staff of UNOPS or upon his/her transfer, UNOPS shall ensure that his identity documents are promptly returned to the Government.

Article XVII. Co-operation with the appropriate Danish authorities

1. Without prejudice to their privileges and immunities, it is the duty of all persons, enjoying such privileges and immunities to respect the laws and regulations of the host country. They also have a duty not to interfere in the internal affairs of the host country.

2. UNOPS shall co-operate at all times with the appropriate authorities to facilitate the proper administration of justice, secure the observance of police regulations and avoid the occurrence of any abuse in connection with the privileges, immunities, facilities and courtesies accorded under this Agreement.

3. If the Government considers that there has been an abuse of the privileges or immunities conferred by this Agreement, consultations will be held between the competent authorities and the Executive Director to determine whether any such abuse has occurred and, if so, to attempt to ensure that no repetition occurs. If such consultations fail to achieve a result satisfactory to the Government and to the United Nations, either Party may submit the question as to whether such an abuse has occurred for resolution in accordance with the provisions on settlement of disputes under Article XXIV.

Article XVIII. Waiver of immunity

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

Article XIX. Laissez-passer

1. The Government shall recognize and accept the United Nations *laissez-passer* issued to Officials of UNOPS as a valid travel document equivalent to a passport.
2. In accordance with the provisions of section 26 of the Convention, the Government shall recognize and accept the United Nations certificate issued to experts on missions for UNOPS and other persons travelling on the business of UNOPS.
3. The Government further agrees to issue any required visas on such certificates.

Article XX. Security

1. The Government shall provide to UNOPS and its personnel, throughout Denmark, such security as is required for the effective performance of its activities. To this end, the appropriate Danish Authorities shall ensure the security and protection of the Headquarters and personnel, and exercise diligence to ensure that the tranquillity of the Headquarters is not disturbed, by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.
2. If so requested by the Executive Director, the appropriate Danish Authorities shall provide necessary assistance for the preservation of law and order in the Headquarters and for the removal therefrom of persons as requested by the Executive Director.

Article XXI. Government undertaking

The Government undertakes to respect the status of UNOPS and its personnel, and to ensure that anyone associated with UNOPS is not subjected in any way to abuses, threats, reprisals or legal prosecution by reason of their status.

Article XXII. Government contribution

In addition, to the contribution set out in the Agreement relating to the occupancy and use of premises by United Nations Offices in Copenhagen, concluded between the United Nations and Denmark on 20 May 1997, which the parties hereto agree should be amended in due course, and which is superseded in accordance with Article XXV paragraph 5 hereof, and therefore amended consequentially with immediate effect on the signing of the present agreement to the extent that, in relation to UNOPS, it is inconsistent or at variance with the present agreement, the Government shall also assist UNOPS in the installation and supply of utility services, such as water, electricity, sewerage, fire protection services and other essential services, for the Headquarters, as may be requested by UNOPS.

Article XXIII. Flags, emblems and distinctive signs

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

Article XXIV. Settlement of disputes

1. UNOPS shall make provisions for appropriate modes of settlement of:
 - (a) Disputes arising out of contracts and other disputes of a private law character to which UNOPS is a Party;

(b) Disputes involving an official of UNOPS who, by reason of his or her official position, enjoys immunity, if such immunity has not been waived.

2. Any dispute between UNOPS and the Government (hereinafter referred to as “the Parties”) concerning the interpretation or application of this Agreement or of any supplementary Agreement or arrangement or any question, affecting the Headquarters or the relationship between UNOPS or the United Nations and the Government or the regulations of the United Nations, which is not settled by negotiation or any other agreed mode of settlement shall be referred for final decision, at the request of either Party, to a tribunal of three arbitrators: one to be chosen by the Secretary-General of the United Nations, one to be chosen by the Minister for Foreign Affairs of Denmark, and the third, who shall be Chairperson of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within three months following the appointment of the first two arbitrators, such third arbitrator shall be chosen by the President of the International Court of Justice at the request of the Secretary-General of the United Nations or the Government. The arbitral tribunal shall determine its own procedure. The expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral tribunal shall reach its decision by a majority of votes. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article XXV. Final provisions

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

2. Consultations with respect to amendments to this Agreement shall be entered into at the request of either Party and such amendments shall be made in writing by mutual consent.

3. This Agreement shall enter into force upon the date of the last signature and shall continue in force unless this Agreement is terminated in accordance with paragraph 4 below.

4. Except where this Agreement is applicable in connection with the orderly termination of operations of the Headquarters and disposition of UNOPS properly in Denmark, this Agreement shall terminate:

(a) By written notice of either Party to the other not less than twelve months after receipt of such notice; or

(b) By decision of the Executive Board of the UNDP to relocate the Headquarters out of the territory of Denmark not less than three months after this decision;

5. This Agreement supersedes the Exchange of Letters, constituting an Interim Agreement regarding the legal status of the UNOPS in Copenhagen, concluded on 20 May 1997.

6. It is understood that, should the Government enter into an agreement which accords a more favorable treatment than accorded to UNOPS in this Agreement, UNOPS shall have the right to request that similar treatment be also extended to UNOPS.

Done in duplicate in the English language at Copenhagen on 13 December 2007.

For the United Nations,

[Signed]

Executive Director

For the Government of Denmark

[Signed]

Under-Secretary for Multilateral Affairs

**(h) Agreement between the United Nations and the Kingdom of the Netherlands concerning the Headquarters of the Special Tribunal for Lebanon.
New York, 21 December 2007***

The United Nations and the Kingdom of the Netherlands,

Referring to the document annexed to Security Council resolution 1757 (2007) of 30 May 2007, entitled “the Agreement between the United Nations and the Lebanese Republic on the establishment of a Special Tribunal for Lebanon”;

Whereas the Security Council acting under Chapter VII of the Charter of the United Nations decided, in operative paragraph 1, subparagraph a, of its resolution 1757 (2007), for the provisions of the document annexed to that resolution, including its attachment, to enter into force on 10 June 2007 at the latest;

Whereas the document annexed to Security Council resolution 1757 (2007), including its attachment, has entered into force on 10 June 2007;

Whereas by letter of 23 July 2007, the Secretary-General of the United Nations invited the Kingdom of the Netherlands to consider hosting the Special Tribunal for Lebanon;

Whereas the Kingdom of the Netherlands accepted to host the Special Tribunal for Lebanon;

Whereas the Government of the Lebanese Republic has expressed its gratitude to the Kingdom of the Netherlands for its willingness to host the Special Tribunal for Lebanon and has been consulted in accordance with operative paragraph 1, subparagraph b, of Security Council resolution 1757 (2007);

Whereas the United Nations and the Kingdom of the Netherlands wish to conclude an agreement to facilitate the smooth and efficient functioning of the Tribunal in the host State;

Have agreed as follows:

PART I. GENERAL PROVISIONS

Article 1. Use of terms

For the purpose of this Agreement:

(a) “Statute” means the Statute of the Special Tribunal for Lebanon as attached to the document annexed to Security Council resolution 1757 (2007);

(b) “Tribunal” means the Special Tribunal for Lebanon established by the Statute;

(c) “Secretary-General” means the Secretary-General of the United Nations;

* Entered into force provisionally on 21 December 2007, in accordance with article 51.

- (d) "Government of Lebanon" means the Government of the Lebanese Republic;
- (e) "host State" means the Kingdom of the Netherlands;
- (f) "Parties" means the United Nations and the host State;
- (g) "judges" means the judges of the Tribunal appointed by the Secretary-General in accordance with article 2 of the document annexed to Security Council resolution 1757 (2007) and article 9, paragraph 3, of the Statute;
- (h) "President" means the President of the Tribunal elected in accordance with article 8, paragraph 2, of the Statute;
- (i) "Prosecutor" means the Prosecutor appointed by the Secretary-General in accordance with article 3, paragraph 2, of the document annexed to Security Council resolution 1757 (2007) and article 11, paragraph 3, of the Statute;
- (j) "Deputy Prosecutor" means the Deputy Prosecutor appointed by the Government of Lebanon in accordance with article 3, paragraph 3, of the document annexed to Security Council resolution 1757 (2007);
- (k) "Registrar" means the Registrar appointed by the Secretary-General in accordance with article 4, paragraph 1, of the document annexed to Security Council resolution 1757 (2007) and article 12, paragraph 3, of the Statute;
- (l) "Head of the Defence Office" means the independent Head of the Defence Office appointed by the Secretary-General in accordance with article 13, paragraph 1, of the Statute;
- (m) "staff" means the staff recruited in accordance with the document annexed to Security Council resolution 1757 (2007) and the Statute;
- (n) "interns" means graduate or postgraduate students who, not being staff, have been accepted by the Tribunal into the internship programme of the Tribunal for the purpose of performing certain tasks for the Tribunal without receiving a salary from the Tribunal;
- (o) "witnesses", "victims" and "experts" means persons designated as such by the Tribunal;
- (p) "counsel" means defence counsel and the legal representatives of victims;
- (q) "suspect" means a person referred to as such in the Statute;
- (r) "accused" means a person referred to as such in the Statute;
- (s) "Management Committee" means the Management Committee referred to in article 6 of the document annexed to Security Council resolution 1757 (2007);
- (t) "premises" means buildings, parts of buildings, and areas, including installations and facilities made available to, maintained, occupied or used by the Tribunal in the host State, in consultation with the host State, in connection with its functions and purposes, including detention of a person, or in connection with meetings of the Management Committee;
- (u) "Ministry of Foreign Affairs" means the Ministry of Foreign Affairs of the host State;
- (v) "competent authorities" means national, provincial, municipal and other competent authorities under the laws, regulations and customs of the host State;

(w) “Vienna Convention” means the Vienna Convention on Diplomatic Relations of 18 April 1961;

(x) “Rules of Procedure and Evidence” means the Rules of Procedure and Evidence of the Tribunal adopted in accordance with article 28 of the Statute.

Article 2. Purpose and scope of this Agreement

This Agreement shall regulate matters relating to or arising out of the establishment and the proper functioning of the Tribunal in the host State. It shall, *inter alia*, create conditions conducive to the stability and independence of the Tribunal and facilitate its smooth and efficient functioning, including, in particular, its needs with regard to all persons required by the Tribunal to be present at its seat and with regard to the transfer of information, potential evidence and evidence into and out of the host State.

Article 3. Seat of the Tribunal

The Tribunal shall have its seat in the Netherlands.

PART II. STATUS OF THE TRIBUNAL

Article 4. Juridical personality

1. The Tribunal shall possess in the host State full juridical personality. This shall, in particular, include the capacity:

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

(d) to enter into agreements as may be necessary for the exercise of its functions and for the operation of the Tribunal in accordance with article 7, paragraph d, of the document annexed to Security Council resolution 1757 (2007).

2. For the purpose of this article the Tribunal shall be represented by the Registrar.

Article 5. Privileges, immunities and facilities

The Tribunal shall enjoy, in the territory of the host State, such privileges, immunities and facilities as are necessary for the fulfilment of its purposes.

Article 6. Inviolability of the premises

1. The premises shall be inviolable. The competent authorities shall ensure that the Tribunal is not dispossessed and/or deprived of all or any part of its premises without its express consent.

2. The competent authorities shall not enter the premises to perform any official duty, except with the express consent, or at the request of the Registrar, or a staff member of the Tribunal designated by him or her. Judicial actions and the service or execution of legal process, including the seizure of private property, cannot be enforced on the premises except with the consent of and in accordance with conditions approved by the Registrar.

3. In case of fire or other emergency requiring prompt protective action, or in the event that the competent authorities have reasonable cause to believe that such an emergency has occurred or is about to occur on the premises, the consent of the Registrar, or a staff member of the Tribunal designated by him or her, to any necessary entry into the premises shall be presumed if neither of them can be contacted in time.

4. Subject to paragraphs 1, 2 and 3 of this article, the competent authorities shall take the necessary action to protect the premises against fire or other emergency.

5. The Tribunal shall prevent its premises from being used as a refuge by persons who are avoiding arrest or the proper administration of justice under any law of the host State.

Article 7. Protection of the premises and their vicinity

1. The competent authorities shall take all effective and adequate measures to ensure the security and protection of the Tribunal and to ensure that the tranquillity of the Tribunal is not disturbed by the intrusion of persons or groups from outside the premises or by disturbances in their immediate vicinity, and shall provide to the premises the appropriate protection as may be required.

2. If so requested by the Registrar, the competent authorities shall, in consultation with the Registrar, to the extent it is deemed necessary by the competent authorities, provide adequate protection, including police protection, for the preservation of law and order on the premises or in the immediate vicinity thereof, and for the removal of persons therefrom.

3. The competent authorities shall take all reasonable steps to ensure that the amenities of the premises are not prejudiced and that the purposes for which the premises are required are not obstructed by any use made of the land or buildings in the vicinity of the premises.

4. The Tribunal shall take all reasonable steps to ensure that the amenities of the land in the vicinity of the premises are not prejudiced by any use made of the land or buildings in the premises.

5. The Tribunal shall provide the competent authorities with all information relevant to the security and protection of the premises.

Article 8. Law and authority on the premises

1. The premises shall be under the control and authority of the Tribunal, as provided in this Agreement.

2. Except as otherwise provided in this Agreement, the laws and regulations of the host State shall apply on the premises.

3. The Tribunal shall have the power to make regulations, operative within its premises, as are necessary for the carrying out of its functions. The Tribunal shall promptly inform the competent authorities upon the adoption of such regulations. No laws or regulations of the host State which are inconsistent with regulations of the Tribunal under this paragraph shall, to the extent of such inconsistency, be applicable within the premises.

4. The Tribunal may expel or exclude persons from the premises for violation of its regulations and shall inform in advance the competent authorities of such measures.

5. Subject to the regulations referred to in paragraph 3 of this article, and consistent with the laws and regulations of the host State, only staff authorized by the Registrar shall be allowed to carry arms on the premises.

6. The Registrar shall notify the host State of the name and identity of staff authorized by the Registrar to carry arms on the premises, as well as the name, type, calibre and serial number of the arm or arms at his or her disposition.

7. Any dispute between the Tribunal and the host State as to whether a regulation of the Tribunal come within the ambit of this article or as to whether a law or regulation of the host State is inconsistent with a regulation of the Tribunal under this article shall promptly be settled by the procedure set out in article 48 of this Agreement. Pending such settlement, the regulation of the Tribunal shall apply and the law or regulation of the host State shall be inapplicable on the premises to the extent that the Tribunal claims it to be inconsistent with its regulation.

Article 9. Public services for the premises

1. The competent authorities shall secure, upon the request of the Registrar or a staff member of the Tribunal designated by him or her, on fair and equitable conditions, the public services needed by the Tribunal such as, but not limited to, postal, telephone, telegraphic services, any means of communication, electricity, water, gas, sewage, collection of waste, fire protection, local transportation and cleaning of public streets including snow removal.

2. In cases where the services referred to in paragraph 1 of this article are made available to the Tribunal by the competent authorities, or where the prices thereof are under their control, the rates for such services shall not exceed the lowest comparable rates accorded to essential agencies and organs of the host State.

3. In case of any interruption or threatened interruption of any such services, the Tribunal shall be accorded the priority given to essential agencies and organs of the host State, and the host State shall take steps accordingly to ensure that the work of the Tribunal is not prejudiced.

4. Upon request of the competent authorities, the Registrar, or staff member of the Tribunal designated by him or her, shall make suitable arrangements to enable duly authorized representatives of the appropriate public services to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers on the premises under conditions which shall not unreasonably disturb the carrying out of the functions of the Tribunal.

5. Underground constructions may be undertaken by the competent authorities on the premises only after consultation with the Registrar, or a staff member of the Tribunal designated by him or her, and under conditions which shall not disturb the carrying out of the functions of the Tribunal.

Article 10. Flag, emblem and markings

The Tribunal shall be entitled to display its flag, emblem and markings at its premises and on vehicles and other means of transportation used for official purposes.

Article 11. Funds, assets and other property

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

2. Funds, assets and other property of the Tribunal, wherever located and by whomsoever held, shall be immune from search, seizure, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

3. To the extent necessary to carry out the functions of the Tribunal, funds, assets and other property of the Tribunal, wherever located and by whomsoever held, shall be exempt from restrictions, regulations, control or moratoria of any nature.

Article 12. Inviolability of archives, documents and materials

1. The archives of the Tribunal, and all papers and documents in whatever form, and materials being sent to or from the Tribunal, held by the Tribunal or belonging to it, wherever located and by whomsoever held, shall be inviolable.

2. The termination or absence of such inviolability shall not affect protective measures that the Tribunal may order with regard to documents and material made available to or used by the Tribunal.

Article 13. Facilities in respect of communications

1. The Tribunal shall enjoy in the territory of the host State for the purposes of its official communications and correspondence treatment not less favourable than that accorded by the host State to any intergovernmental organization or diplomatic mission in the matter of priorities, rates and taxes applicable to mail and the various forms of communication and correspondence.

2. No censorship shall be applied to the official communications or correspondence of the Tribunal.

3. The Tribunal shall have the right to operate all appropriate means of communication, including electronic means of communication, and shall have the right to use codes or cipher for its official communications and correspondence. The official communications and correspondence of the Tribunal shall be inviolable.

4. The Tribunal shall have the right to dispatch and receive correspondence and other materials or communications by courier or in sealed bags, which shall enjoy the same privileges, immunities and facilities as diplomatic couriers and bags.

5. The Tribunal shall have the right to operate radio and other telecommunication equipment on any frequencies allocated to it by the host State in accordance with its national procedures. The host State shall endeavour to allocate to the Tribunal, to the extent possible, frequencies for which it has applied.

6. For the fulfilment of its purposes and efficient discharge of its responsibilities, the Tribunal shall have the right to publish freely and without restrictions within the host State in conformity with this Agreement.

Article 14. Freedom of financial assets from restrictions

1. Without being subject to any financial controls, regulations, notification requirements in respect of financial transactions, or moratoria of any kind, the Tribunal may freely:

- (a) purchase any currency, hold and use it;
- (b) operate accounts in any currency;
- (c) purchase, hold and use funds, securities and gold; and
- (d) transfer its funds, securities, gold and currencies to or from the host State, to or from any other country, or within the host State and convert any currency held by it in any other currency.

2. The Tribunal shall enjoy treatment not less favourable than that accorded by the host State to any intergovernmental organization or diplomatic mission in respect of rates of exchange for its financial transactions.

Article 15. Exemption from taxes and duties for the Tribunal and its property

1. Within the scope of its official activities, the Tribunal, its assets, income and other property shall be exempt from all direct taxes, whether levied by national, provincial or local authorities.

2. Within the scope of its official activities, the Tribunal shall be exempt from:

- (a) import and export taxes and duties (*belastingen bij invoer en uitvoer*);
- (b) motor vehicle tax (*motorrijtuigenbelasting, MRB*);
- (c) tax on passenger motor vehicles and motorcycles (*belasting van personenauto's en motorrijwielen, BPM*);
- (d) value added tax (*omzetbelasting, BTW*) paid on goods and services supplied on a recurring basis or involving considerable expenditure;
- (e) excise duties (*accijmen*) included in the price of alcoholic beverages and hydrocarbons such as fuel oils and motor fuels;
- (f) real property transfer tax (*overdrachtsbelasting*);
- (g) insurance tax (*assurantiebelasting*);
- (h) energy tax (*regulerende energiebelasting, REB*);
- (i) tax on mains water (*belasting op leidingwater, BOL*);
- (j) any other taxes and duties of a substantially similar character as the taxes provided for in this paragraph, levied in the host State subsequent to the date of signature of this Agreement.

3. The exemptions provided for in paragraph 2, subparagraphs (d), (e), (f), (g), (h), (i) and (j) of this article may be granted by way of a refund. These exemptions shall be applied in accordance with the formal requirements of the host State. These requirements, however, shall not affect the general principles laid down in paragraph 2 of this article.

4. Goods acquired or imported under the terms set out in paragraph 2 of this article shall not be sold, let out, given away or otherwise disposed of, except in accordance with conditions agreed upon with the host State.

5. The Tribunal shall not claim exemption from taxes which are, in fact, no more than charges for public utility services provided at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized.

Article 16. Exemption from import and export restrictions

The Tribunal shall be exempted from all restrictions on imports and exports in respect of articles imported or exported by the Tribunal for its official use and in respect of its publications.

PART III. PRIVILEGES, IMMUNITIES AND FACILITIES ACCORDED TO PERSONS
UNDER THIS AGREEMENT

Article 17. Privileges, immunities and facilities of the judges, the Prosecutor, the Deputy Prosecutor, the Registrar and the Head of the Defence Office

1. The judges, the Prosecutor, the Deputy Prosecutor, the Registrar and the Head of the Defence Office, together with members of their family forming part of their household who do not have Netherlands nationality or permanent residence status in the host State, shall enjoy the same privileges, immunities and facilities as are accorded by the host State to heads of diplomatic missions in conformity with the Vienna Convention. They shall, *inter alia*, enjoy:

- (a) personal inviolability, including immunity from personal arrest or detention or any other restriction of their liberty;
- (b) immunity from criminal, civil and administrative jurisdiction;
- (c) inviolability of all papers, documents in whatever form and materials;
- (d) exemption from national service obligations;
- (e) exemption from immigration restrictions and alien registration;
- (f) exemption from taxation on salaries, emoluments and allowances paid in respect of the employment of the judges, the Prosecutor, the Deputy Prosecutor, the Registrar and the Head of the Defence Office with the Tribunal;
- (g) the same facilities in respect of currency and exchange facilities as are accorded to diplomatic agents;
- (h) the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic agents;
- (i) the same repatriation facilities in time of international crisis as are accorded to diplomatic agents under the Vienna Convention;
- (j) the right of unimpeded entry into, exit from or movement within the host State, as appropriate and for purposes of the Tribunal.

2. Where the incidence of any form of taxation depends upon residence, periods during which the judges, the Prosecutor, the Deputy Prosecutor, the Registrar and the Head of the Defence Office are present in the host State for the discharge of their functions shall not be considered as periods of residence.

3. The judges, the Prosecutor, the Deputy Prosecutor, the Registrar and the Head of the Defence Office shall, after the expiry of their terms of office, continue to be accorded

immunity from legal process of every kind in respect of words which had been spoken or written and acts which had been performed by them in their official capacity.

4. The host State shall not be obliged to exempt from income tax pensions or annuities paid to former judges, Prosecutors, Deputy Prosecutors, Registrars and Heads of the Defence Office and the members of their family forming part of their household.

5. Without prejudice to paragraph 2 of this article, persons referred to in this article who are nationals or permanent residents of the host State shall enjoy only the following privileges, immunities and facilities to the extent necessary for the independent performance of their functions:

(a) immunity from personal arrest or detention or any other restriction of their liberty;

(b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in the performance of their functions for the Tribunal, which immunity shall continue to be accorded even after they have ceased to perform their functions for the Tribunal;

(c) inviolability of all papers, documents in whatever form and materials relating to the performance of their functions for the Tribunal;

(d) exemption from taxation on salaries, emoluments and allowances paid to them in respect of their employment with the Tribunal;

(e) for the purpose of their communications with the Tribunal the right to receive and send papers in whatever form;

(f) the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host State.

6. Persons referred to in paragraph 6 of this article shall not be subjected by the host State to any measure which may affect the free and independent performance of their functions before the Tribunal.

Article 18. Privileges, immunities and facilities of staff

1. Staff shall enjoy such privileges, immunities and facilities as are necessary for the independent performance of their functions. They shall be accorded:

(a) immunity from personal arrest or detention or any other restriction of their liberty and from inspection or seizure of their official baggage;

(b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in their official capacity, which immunity shall continue to be accorded even after termination of their employment with the Tribunal;

(c) inviolability of all official papers, documents in whatever form and materials;

(d) exemption from taxation on salaries, emoluments and allowances paid to them in respect of their employment with the Tribunal;

(e) exemption from national service obligations;

(f) together with members of their family forming part of their household, exemption from immigration restrictions and alien registration;

(g) the same privileges in respect of currency and exchange facilities as are accorded to the officials of comparable rank of diplomatic missions established in the host State;

(h) together with members of their family forming part of their household, the same repatriation facilities in time of international crisis as are accorded to diplomatic agents under the Vienna Convention;

(i) the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host State, and to re-export their furniture and effects free of duties and taxes to their country of permanent residence.

2. In addition to the privileges, immunities and facilities listed in paragraph 1 of this article, staff of a rank comparable to the United Nations P-5 level and above, together with members of their family forming part of their household who are not nationals or permanent residents of the host State, shall be accorded the same privileges, immunities and facilities as the host State accords to diplomatic agents of comparable rank of the diplomatic missions established in the host State in conformity with the Vienna Convention.

3. In addition to the privileges, immunities and facilities listed in paragraph 1 of this article, staff of a rank comparable to the United Nations P-4 level and below, together with members of their family forming part of their household who are not nationals or permanent residents of the host State, shall be accorded by the host State the same privileges, immunities and facilities as the host State accords to members of the administrative and technical staff of diplomatic missions established in the host State, in conformity with the Vienna Convention, provided that the immunity from criminal jurisdiction and personal inviolability shall not extend to acts performed outside the course of their official duties.

4. Where the incidence of any form of taxation depends upon residence, periods during which the staff are present in the host State for the discharge of their functions shall not be considered as periods of residence.

5. The host State shall not be obliged to exempt from income tax pensions or annuities paid to former staff and the members of their family forming part of their household.

6. Without prejudice to paragraph 4 of this article, persons referred to in this article who are nationals or permanent residents of the host State shall enjoy only the following privileges, immunities and facilities to the extent necessary for the independent performance of their functions:

(a) immunity from personal arrest or detention or any other restriction of their liberty;

(b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in the performance of their functions for the Tribunal, which immunity shall continue to be accorded even after they have ceased to perform their functions for the Tribunal;

(c) inviolability of all papers, documents in whatever form and materials relating to the performance of their functions for the Tribunal;

(d) exemption from taxation on salaries, emoluments and allowances paid to them in respect of their employment with the Tribunal;

(e) for the purposes of their communications with the Tribunal the right to receive and send papers in whatever form;

(f) the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host State.

7. Persons referred to in paragraph 6 of this article shall not be subjected by the host State to any measure which may affect the free and independent performance of their functions before the Tribunal.

Article 19. Personnel recruited locally and not otherwise covered by this Agreement

1. Personnel recruited locally by the Tribunal and not otherwise covered by this Agreement shall be accorded immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity for the Tribunal. Such immunity shall continue to be accorded even after termination of their employment with the Tribunal. During their employment, they shall also be accorded such other facilities as may be necessary for the independent performance of their functions for the Tribunal.

2. The terms and conditions of the employment of personnel recruited locally by the Tribunal and not otherwise covered by this Agreement shall be in accordance with the relevant resolutions, decisions, regulations, rules and policies of the Tribunal.

Article 20. Employment of family members of the judges, the Prosecutor, the Deputy Prosecutor, the Registrar, the Head of the Defence Office and staff of the Tribunal

1. Members of the family forming part of the household of a judge, Prosecutor, Deputy Prosecutor, Registrar, Head of the Defence Office or member of the staff of the Tribunal shall be authorized to engage in gainful employment in the host State for the duration of the term of office of the judge, Prosecutor, Deputy Prosecutor, Registrar, Head of the Defence Office or member of the staff of the Tribunal concerned.

2. Members of the family forming part of the household of a judge, Prosecutor, Deputy Prosecutor, Registrar, Head of the Defence Office or member of the staff of the Tribunal who obtain gainful employment shall enjoy no immunity from criminal, civil or administrative jurisdiction with respect to matters arising in the course of or in connection with such employment. However, any measures of execution shall be taken without infringing the inviolability of their person or of their residence, if they are entitled to such inviolability.

3. In case of the insolvency of a person aged under 18 with respect to a claim arising out of gainful employment of that person, the immunity of the judges, the Prosecutor, the Deputy Prosecutor, the Registrar, the Head of the Defence Office and staff of whose family the person concerned is a member shall be waived for the purpose of settlement of the claim, in accordance with the provisions of article 28 of this Agreement.

4. The employment referred to in paragraph 1 of this article shall be in accordance with the legislation of the host State, including fiscal and social security legislation.

Article 21. Interns

1. Within eight days after the first arrival of interns in the host State the Tribunal shall request the Ministry of Foreign Affairs to register them in accordance with paragraph 2 of this article.

2. The Ministry of Foreign Affairs shall register interns for a maximum period of one year, provided that the Tribunal supplies the Ministry of Foreign Affairs with a declaration signed by them, accompanied by adequate proof, to the effect that:

(a) the intern entered the host State in accordance with the applicable immigration procedures;

(b) the intern has sufficient financial means for living expenses and for repatriation, as well as sufficient medical insurance (including coverage of costs of hospitalization for at least the duration of the internship plus one month) and third party liability insurance, and shall not be a charge on the public purse in the host State;

(c) the intern shall not engage in gainful employment in the host State during his or her internship other than as an intern for the Tribunal;

(d) the intern shall not bring any family members to reside with him or her in the host State other than in accordance with the applicable immigration procedures;

(e) the intern shall leave the host State within fifteen days after the end of the internship.

3. Upon registration of the intern in accordance with paragraph 2 of this article, the Ministry of Foreign Affairs shall issue an identity card to the intern.

4. The Tribunal shall not incur liability for damage resulting from non-fulfilment of the conditions of the declaration referred to in paragraph 2 of this article by interns registered in accordance with that paragraph.

5. Interns shall not enjoy privileges, immunities and facilities, except:

(a) immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity for the Tribunal, which immunity shall continue to be accorded even after termination of the internship with the Tribunal for activities carried out on its behalf;

(b) inviolability of all papers, documents in whatever form and materials relating to the performance of their functions for the Tribunal.

6. The Tribunal shall notify the Ministry of Foreign Affairs of the final departure of the intern from the host State within eight days after such departure, and shall at the same time return the intern's identity card.

In exceptional circumstances the maximum period of one year mentioned in paragraph 2 of this article may be extended once by a maximum period of one year.

Article 22. Counsel and persons assisting counsel

1. Counsel shall enjoy the following privileges, immunities and facilities to the extent necessary for the free and independent exercise of their functions, subject to production of the certificate referred to in paragraph 2 of this article:

- (a) immunity from personal arrest or detention or any other restriction of their liberty in respect of acts or convictions prior to their entry into the territory of the host State;
- (b) immunity from seizure of their personal baggage;
- (c) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in their official capacity, which immunity shall continue to be accorded even after they have ceased to perform their functions;
- (d) inviolability of all papers, documents in whatever form and materials relating to the performance of their functions;
- (e) for the purposes of communications in pursuance of their functions as counsel, the right to receive and send papers and documents in whatever form;
- (f) together with members of their family forming part of their household, exemption from immigration restrictions and alien registration;
- (g) exemption from inspection of personal baggage, unless there are serious grounds for believing that the baggage contains articles the import or export of which is prohibited by law or controlled by the quarantine regulations of the host State; an inspection in such a case shall be conducted in the presence of the counsel concerned;
- (h) the same privileges in respect of currency and exchange facilities as are accorded to representatives of foreign Governments on temporary official missions;
- (i) the same repatriation facilities in time of international crisis as are accorded to diplomatic agents under the Vienna Convention.

2. Upon appointment of counsel in accordance with the Statute, the Rules of Procedure and Evidence, counsel shall be provided with a certificate by the Registrar for the period required for the performance of their functions. This certificate shall be withdrawn if the power or mandate is terminated prior to the expiry of the certificate.

3. Where the incidence of any form of taxation depends upon residence, periods during which counsel are present in the host State for the discharge of their functions shall not be considered as periods of residence.

4. Counsel who are nationals or permanent residents of the host State shall enjoy only the following privileges, immunities and facilities to the extent necessary for the independent performance of their functions before the Tribunal:

- (a) immunity from personal arrest or detention or any other restriction of their liberty;
- (b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in the performance of their functions, which immunity shall continue to be accorded even after they have ceased to perform their functions;
- (c) inviolability of all papers, documents in whatever form and materials relating to the performance of their functions;
- (d) for the purpose of their communications with the Tribunal the right to receive and send papers in whatever form.

5. Counsel shall not be subjected by the host State to any measure which may affect the free and independent performance of their functions before the Tribunal.

6. The provisions of this article shall apply, *mutatis mutandis*, to persons assisting counsel in accordance with the Rules of Procedure and Evidence.

7. This article shall be without prejudice to such disciplinary rules as may be applicable to counsel.

Article 23. Witnesses

1. Witnesses shall enjoy the following privileges, immunities and facilities to the extent necessary for their appearance before the Tribunal for purposes of giving evidence, subject to the production of the document referred to in paragraph 2 of this article:

(a) immunity from personal arrest or detention or any other restriction of their liberty in respect of acts or convictions prior to their entry into the territory of the host State;

(b) immunity from seizure of their personal baggage unless there are serious grounds for believing that the baggage contains articles the import or export of which is prohibited by law or controlled by the quarantine regulations of the host State;

(c) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in the course of their testimony, which immunity shall continue to be accorded even after their appearance and testimony before the Tribunal;

(d) inviolability of all papers, documents in whatever form and materials relating to their testimony;

(e) for purposes of their communications with the Tribunal and counsel in connection with their testimony, the right to receive and send papers and documents in whatever form;

(f) exemption from immigration restrictions and alien registration when they travel for purposes of their testimony;

(g) the same repatriation facilities in time of international crisis as are accorded to diplomatic agents under the Vienna Convention.

2. Witnesses shall be provided by the Registrar with a document certifying that their appearance is required by the Tribunal and specifying a time period during which such appearance is necessary. This document shall be withdrawn prior to its expiry if the witness's appearance before the Tribunal, or his or her presence at the seat of the Tribunal is no longer required.

3. The privileges, immunities and facilities referred to in paragraph 1 of this article shall cease to apply after fifteen consecutive days following the date on which the presence of the witness concerned is no longer required by the Tribunal, provided such witness had an opportunity to leave the host State during that period.

4. Witnesses who are nationals or permanent residents of the host State shall enjoy only the following privileges, immunities and facilities to the extent necessary for their appearance or testimony before the Tribunal:

(a) immunity from personal arrest or detention or any other restriction of their liberty;

(b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in the course of their appearance or testimony, which immunity shall continue to be accorded even after their appearance or testimony;

(c) inviolability of all papers, documents in whatever form and materials relating to their appearance or testimony;

(d) for the purpose of their communications with the Tribunal and with their counsel in connection with their appearance or testimony, the right to receive and send papers in whatever form.

5. Witnesses shall not be subjected by the host State to any measure which may affect their appearance or testimony before the Tribunal.

6. The Registrar shall take all necessary measures to arrange the immediate relocation to third States of witnesses who for security reasons cannot return to their home countries or their countries of permanent residence after testifying before the Tribunal.

Article 24. Victims

1. Victims participating in the proceedings in accordance with article 17 of the Statute and the applicable Rules of Procedure and Evidence shall enjoy the following privileges, immunities and facilities to the extent necessary for their appearance before the Tribunal, subject to the production of the document referred to in paragraph 2 of this article:

(a) immunity from personal arrest or detention or any other restriction of their liberty in respect of acts or convictions prior to their entry into the territory of the host State;

(b) immunity from seizure of their personal baggage unless there are serious grounds for believing that the baggage contains articles the import or export of which is prohibited by law or controlled by the quarantine regulations of the host State;

(c) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in the course of their appearance before the Tribunal, which immunity shall continue to be accorded even after their appearance before the Tribunal;

(d) inviolability of all papers, documents in whatever form and materials relating to their participation in proceedings before the Tribunal;

(e) exemption from immigration restrictions and alien registration when they travel to and from the Tribunal for purposes of their appearance.

2. Victims shall be provided by the Registrar with a document certifying their participation in the proceedings of the Tribunal and specifying a time period for that participation. Such document shall be withdrawn prior to its expiry if the victim is no longer participating in the proceedings of the Tribunal, or if the victim's presence at the seat of the Tribunal is no longer required.

3. The privileges, immunities and facilities referred to in paragraph 1 of this article shall cease to apply after fifteen consecutive days following the date on which the presence of the victim concerned is no longer required by the Tribunal, provided such victim had an opportunity to leave the host State during that period.

4. Victims who are nationals or permanent residents of the host State shall enjoy no privileges, immunities and facilities, except, to the extent necessary for their appearance before the Tribunal, immunity from legal process in respect of words spoken or written and all acts performed by them in the course of their appearance before the Tribunal, which immunity shall continue to be accorded even after their appearance before the Tribunal.

5. Victims shall not be subjected by the host State to any measure which may affect their appearance before the Tribunal.

Article 25. Experts

1. Experts performing functions for the Tribunal shall be accorded the following privileges, immunities and facilities to the extent necessary for the independent performance of their functions, subject to production of the document referred to in paragraph 2 of this article:

(a) immunity from personal arrest or detention or any other restriction of their liberty in respect of acts or convictions prior to their entry into the territory of the host State;

(b) immunity from seizure of their personal baggage;

(c) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in the course of the performance of their functions for the Tribunal, which immunity shall continue to be accorded even after the termination of their functions;

(d) inviolability of all papers, documents in whatever form and materials relating to the performance of their functions for the Tribunal;

(e) for the purposes of their communications with the Tribunal, the right to receive and send papers and documents in whatever form and materials relating to the performance of their functions for the Tribunal by courier or in sealed bags;

(f) exemption from inspection of their personal baggage, unless there are serious grounds for believing that the baggage contains articles the import or export of which is prohibited by law or controlled by the quarantine regulations of the host State; an inspection in such a case shall be conducted in the presence of the expert concerned;

(g) the same privileges in respect of currency and exchange facilities as are accorded to representatives of foreign Governments on temporary official missions;

(h) the same repatriation facilities in time of international crisis as are accorded to diplomatic agents under the Vienna Convention;

(i) exemption from immigration restrictions and alien registration in relation to their functions as specified in the document referred to in paragraph 2 of this article.

2. Experts shall be provided by the Tribunal with a document certifying that they are performing functions for the Tribunal and specifying a time period for which their functions will last. Such document shall be withdrawn prior to its expiry if the expert is no longer performing functions for the Tribunal, or if the expert's presence at the seat of the Tribunal is no longer required.

3. The privileges, immunities and facilities referred to in paragraph 1 of this article shall cease to apply after fifteen consecutive days following the date on which the presence of the expert concerned is no longer required by the Tribunal, provided such expert had an opportunity to leave the host State during that period.

4. Experts who are nationals or permanent residents of the host State shall enjoy only the following privileges, immunities and facilities to the extent necessary for the independent performance of their functions or their appearance or testimony for the Tribunal:

(a) immunity from personal arrest or detention or any other restriction of their liberty;

(b) immunity from legal process of every kind in respect of words spoken or written and all acts performed by them in the performance of their functions or in the course of their appearance or testimony, which immunity shall continue to be accorded even after they have ceased to perform their functions or their appearance or testimony;

(c) inviolability of all papers, documents in whatever form and materials relating to the performance of their functions or their appearance or testimony;

(d) for the purpose of their communications with the Tribunal the right to receive and send papers in whatever form.

5. Experts shall not be subjected by the host State to any measure which may affect the independent performance of their functions for the Tribunal.

Article 26. Other persons required to be present at the seat of the Tribunal

1. Other persons required to be present at the seat of the Tribunal shall, to the extent necessary for their presence at the seat of the Tribunal, be accorded the privileges, immunities and facilities provided for in article 24 of this Agreement, subject to production of the document referred to in paragraph 2 of this article.

2. Persons referred to in this article shall be provided by the Registrar with a document certifying that their presence is required at the seat of the Tribunal and specifying a time period during which such presence is necessary. Such document shall be withdrawn prior to its expiry if their presence at the seat of the Tribunal is no longer required.

3. The privileges, immunities and facilities referred to in paragraph 1 of this article shall cease to apply after fifteen consecutive days following the date on which the presence of such other person concerned is no longer required by the Tribunal, provided that such other person had an opportunity to leave the host State during that period.

4. Persons referred to in this article who are nationals or permanent residents of the host State shall enjoy no privileges, immunities and facilities, except, to the extent necessary for their presence at the seat of the Tribunal, immunity from legal process in respect of words spoken or written and all acts performed by them in the course of their presence at the seat of the Tribunal. Such immunity shall continue to be accorded even after their presence at the seat of the Tribunal is no longer required.

5. Persons referred to in this article shall not be subjected by the host State to any measures which may affect their presence before the Tribunal.

Article 27. Representatives of States participating in meetings of the Management Committee

Representatives of States participating in meetings of the Management Committee, shall while exercising their functions and during the journey to and from the host State, enjoy the privileges and immunities provided for in Article IV of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946.

PART IV. WAIVER OF PRIVILEGES AND IMMUNITIES

Article 28. Waiver of privileges, immunities and facilities provided for in articles 17, 18, 19, 21, 22, 23, 24, 25 and 26

The privileges, immunities and facilities provided for in articles 17, 18, 19, 21, 22, 23, 24, 25, and 26 of this Agreement are granted in the interests of the Tribunal and not for the personal benefit of the persons themselves. The right and duty to waive the immunity in any case where it can be waived without prejudice to the purpose for which it is accorded shall lie:

(a) as concerns the judges, the Prosecutor, the Deputy Prosecutor, the Registrar, the Head of the Defence Office, and members of their family forming part of the household, with the Secretary-General in consultation with the President;

(b) as concerns staff, personnel recruited locally, interns, and members of their family forming part of the household, with the Registrar;

(c) as concerns witnesses, victims, experts, other persons required to be present at the seat of the Tribunal, counsel, persons assisting counsel, and members of their family forming part of the household, with the President.

PART V. COOPERATION BETWEEN THE TRIBUNAL AND THE HOST STATE

SECTION 1. GENERAL

Article 29. General cooperation between the Tribunal and the host State

1. Whenever this Agreement imposes obligations on the competent authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government of the host State.

2. The host State shall promptly inform the Tribunal of the office designated to serve as the official contact point and to be primarily responsible for all matters in relation to this Agreement, as well as of any subsequent changes in this regard.

3. The Registrar, or a staff member of the Tribunal designated by him or her, shall serve as the official contact point for the host State, and shall be primarily responsible for all matters in relation to this Agreement. The host State shall be informed promptly about this designation and of any subsequent changes in this regard.

Article 30. Cooperation with the competent authorities

1. The Tribunal shall cooperate at all times with the competent authorities to facilitate the proper administration of justice, the enforcement of the laws of the host State, to secure

the observance of police regulations and to prevent the occurrence of any abuse in connection with the privileges, immunities and facilities accorded under this Agreement.

2. The Tribunal and the host State shall cooperate on security matters, taking into account the public order and national security of the host State.

3. Without prejudice to their privileges, immunities and facilities, it is the duty of all persons enjoying such privileges, immunities and facilities to respect the laws and regulations of the host State. They also have the duty not to interfere in the internal affairs of the host State.

4. The Tribunal shall cooperate with the competent authorities responsible for health, safety at work, electronic communications and fire prevention.

5. The Tribunal shall observe all security directives as agreed with the host State, as well as all directives of the competent authorities responsible for fire prevention regulations.

6. The host State will use its best efforts to notify the Tribunal of any proposed or enacted national laws and regulations having a direct impact on the privileges, immunities, facilities, rights and obligations of the Tribunal and the judges, the Prosecutor, the Deputy Prosecutor, the Registrar, the Head of the Defence Office and staff. The Tribunal shall have the right to provide observations as to proposed national laws and regulations.

Article 31. Notification

The Registrar shall promptly notify the host State of:

(a) the appointment of the judges, the Prosecutor, the Deputy Prosecutor, the Registrar, the Head of the Defence Office and staff, the date of their arrival and their final departure or the termination of their functions with the Tribunal;

(b) the arrival and final departure date of members of the family forming part of the household of the persons referred to in subparagraph 1(a) of this article and, where appropriate, the fact that a person has ceased to form part of the household;

(c) the arrival and final departure date of private or domestic servants of persons referred to in subparagraph 1(a) of this article and, where appropriate, the fact that they are leaving the employ of such persons.

2. The host State shall issue to the judges, the Prosecutor, the Deputy Prosecutor, the Registrar, the Head of the Defence Office and staff and to members of their family forming part of their household and to private or domestic servants an identity card bearing the photograph of the holder. This card shall serve to identify the holder in relation to the competent authorities.

3. At the final departure of the persons referred to in paragraph 2 of this article or when these persons have ceased to perform their functions, the identity card referred to in paragraph 2 of this article shall be promptly returned by the Tribunal to the Ministry of Foreign Affairs.

Article 32. Social security regime

1. If the social security system of the Tribunal offers coverage comparable to the coverage under the legislation of the host State, the Tribunal and the judges, the Prosecu-

tor, the Deputy Prosecutor, the Registrar, the Head of the Defence Office and staff to whom the aforementioned scheme applies shall be exempt from social security provisions of the host State. Consequently, they shall not be covered against the risks described in the social security provisions of the host State. This exemption applies to them, unless they take up gainful activity in the host State.

2. Paragraph 1 of this article shall apply, *mutatis mutandis*, to members of the family forming part of the household of the persons referred to in paragraph 1, unless they are engaged in gainful employment in the host State, or are self-employed, or receive social security benefits from the host State.

SECTION 2. VISAS, PERMITS AND OTHER DOCUMENTS

Article 33. Visas for the judges, the Prosecutor, the Deputy Prosecutor, the Registrar, the Head of the Defence Office, staff, counsel and persons assisting counsel

1. The judges, the Prosecutor, the Deputy Prosecutor, the Registrar, the Head of the Defence Office, staff, counsel and persons assisting counsel, as notified as such by the Registrar to the host State, shall have the right of unimpeded entry into, exit from and movement within the host State including unimpeded access to the premises.

2. Visas, where required, shall be granted free of charge and as promptly as possible.

3. Applications for visas where required from members of the family forming part of the household of the persons referred to in paragraph 1 of this article shall be processed by the host State as promptly as possible and granted free of charge.

Article 34. Visas for witnesses, victims, experts, interns, and other persons required to be present at the seat of the Tribunal

1. All persons referred to in articles 21, 23, 24, 25 and 26 of this Agreement, as notified as such by the Registrar to the host State, shall have the right of unimpeded entry into, exit from and, subject to paragraph 3 of this article, movement within the host State, as appropriate and for the purposes of the Tribunal.

2. Visas, where required, shall be granted free of charge and as promptly as possible. The same facilities shall be accorded to persons accompanying witnesses and victims, who have been notified as such by the Registrar to the host State.

3. The host State may attach such conditions or restrictions to the visa as may be necessary to prevent violations of its public order or to protect the safety of the person concerned.

4. Before applying paragraph 3 of this article, the host State will seek observations from the Tribunal.

Article 35. Visas for visitors of persons detained by the Tribunal

1. The host State shall make adequate arrangements by which visas for visitors of persons detained by the Tribunal are processed promptly. Visas for visitors who are family members of a person detained by the Tribunal shall be processed promptly and may be issued, where appropriate, free of charge or for a reduced fee.

2. Visas for the visitors referred to in paragraph 1 of this article may be subjected to territorial limitations. Visas may be refused in the event that:

(a) the visitors referred to in paragraph 1 of this article cannot produce documents justifying the purpose and conditions of the intended stay and demonstrating that they have sufficient means of subsistence, both for the period of the intended stay and for the return to the country of origin or transfer to a third State into which they are certain to be admitted, or that they are in a position to acquire such means lawfully;

(b) an alert has been issued against them for the purpose of refusing entry; or

(c) they must be considered a threat to public order, national security or the international relations of any of the Contracting Parties to the Convention implementing the Schengen Agreement of 14 June 1985 between the Governments of the States of the Benelux Economic Union, the Federal Republic of Germany and the French Republic on the Gradual Abolition of Checks at their Common Borders.

3. The host State may attach such conditions or restrictions to the visa as may be necessary to prevent violations of its public order or to protect the safety of the person concerned.

4. Before applying paragraph 2 or 3 of this article, the host State will seek observations from the Tribunal.

Article 36. Laissez-passer

The host State shall recognize and accept the United Nations *laissez-passer* as a valid travel document.

Article 37. Driving licence

During their period of employment, the judges, the Prosecutor, the Deputy Prosecutor, the Registrar, the Head of the Defence Office and staff, members of their family forming part of their household and their private or domestic servants shall be allowed to obtain from the host State a driving licence on presentation of their valid foreign driving licence or to continue to drive using their own valid foreign driving licence, provided the holder is in possession of an identity card issued by the host State in accordance with article 31 of this Agreement.

SECTION 3. SECURITY, OPERATIONAL ASSISTANCE

Article 38. Security, safety and protection of persons referred to in this Agreement

1. Without prejudice to their privileges, immunities and facilities, the competent authorities shall take effective and adequate action which may be required to ensure the security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of the Tribunal, free from interference of any kind.

2. The Tribunal shall cooperate with the competent authorities to ensure that all persons referred to in this Agreement observe the directives necessary for their security and safety, as given to them by the competent authorities.

3. Without prejudice to their privileges, immunities and facilities, it is the duty of all persons referred to in this Agreement to observe the directives necessary for their security and safety, as given to them by the competent authorities.

Article 39. Transport of persons in custody

1. The transport, pursuant to the Statute and the Rules of Procedure and Evidence, of a person in custody from the point of arrival in the host State to the premises shall, at the request of the Tribunal, be carried out by the competent authorities in consultation with the Tribunal.

2. The transport, pursuant to the Statute and the Rules of Procedure and Evidence, of a person in custody from the premises to the point of departure from the host State shall, at the request of the Tribunal, be carried out by the competent authorities in consultation with the Tribunal.

3. Any transport of persons in custody in the host State outside the premises shall, at the request of the Tribunal, be carried out by the competent authorities in consultation with the Tribunal.

4. The Tribunal shall give reasonable notice to the competent authorities of the arrival of persons referred to in this article. Whenever possible, 72 hours' advance notice will be given.

5. Where the host State receives a request under this article and identifies problems in relation to the execution of the request, it shall consult with the Tribunal, without delay, in order to resolve the matter. Such problems may include, *inter alia*,

- (a) insufficient time and/or information to execute the request;
- (b) the impossibility, despite best efforts, to make adequate security arrangements for the transport of the persons;
- (c) the existence of a threat to public order and security in the host State.

6. A person in custody shall be transported directly and without impediment to the destination specified in paragraphs 1 and 2 of this article or to any other destination as requested by the Tribunal under paragraph 3 of this article.

7. The Tribunal and the host State shall, as appropriate, make practical arrangements for the transport of persons in custody in accordance with this article.

Article 40. Transport of persons appearing before the Tribunal on a basis other than a warrant of arrest

1. The provisions of article 39 of this Agreement shall apply, *mutatis mutandis*, to the transport of persons appearing before the Tribunal pursuant to such orders other than a warrant for arrest.

2. If the Tribunal issues any order other than a warrant of arrest in order to secure the appearance of a person before the Tribunal, the host State reserves the right to take any measures necessary to protect the public order and national security.

Article 41. Cooperation in detention matters

1. The host State shall cooperate with the Tribunal to facilitate the detention of persons and to allow the Tribunal to perform its functions within its detention centre.
2. Where the presence of a person in custody is required for the purpose of giving testimony or other assistance to the Tribunal and where, for security reasons, such a person cannot be maintained in custody in the detention centre of the Tribunal, the Tribunal and the host State shall consult and, where necessary, make arrangements to transport the person to a prison facility or other place made available by the host State.

Article 42. Provisional release

1. The host State shall facilitate the transfer of persons granted provisional release into a State other than the host State.
2. The host State shall facilitate the re-entry into the host State of persons granted provisional release and their short-term stay in the host State for any purpose related to proceedings before the Tribunal.
3. The Tribunal and the host State shall make practical arrangements as to the implementation of this article.

Article 43. Release without conviction

1. Where a person surrendered to the Tribunal is released from the custody of the Tribunal because the Tribunal does not have jurisdiction, the case is inadmissible, the charges have not been confirmed, the person has been acquitted at trial or on appeal, or for any other reason, the Tribunal shall, as soon as possible, make such arrangements as it considers appropriate for the transfer of the person, taking into account the views of the person, to a State which is obliged to receive him or her, to another State which agrees to receive him or her, or to a State which has requested his or her extradition with the consent of the original surrendering State.
2. The provisions of article 39 of this Agreement shall apply, *mutatis mutandis*, to the transport of persons referred to in this article within the host State.
3. The Tribunal shall not release a person referred to in this article on the territory of the host State except with the latter's consent.

Article 44. Enforcement of sentences

1. Imprisonment shall be served in a State designated by the President of the Special Tribunal from a list of States that have indicated their willingness to accept persons convicted by the Tribunal.
2. The President shall begin the process of designating a State of enforcement as soon as possible, based on the list referred to above, with a view to the immediate transfer of the convicted person for the purpose of serving a sentence of imprisonment imposed by the Tribunal.
3. The host State shall be under no obligation to let persons convicted by the Tribunal serve their sentence of imprisonment in a prison facility on its territory.

Article 45. Limitation to the exercise of jurisdiction by the host State

1. The host State shall not exercise its jurisdiction or proceed with a request for assistance or extradition from another State with regard to persons surrendered to the Tribunal, persons granted provisional release or persons who appear before the Tribunal voluntarily or pursuant to a summons, for any acts, omissions or convictions prior to the surrender, the transfer or the appearance before the Tribunal except as may be provided for in the Rules of Procedure and Evidence.

2. Where a person referred to in paragraph 1 of this article is, for any reason, released from the custody of the Tribunal without conviction, that paragraph shall continue to apply for a period of fifteen consecutive days from the date of his or her release.

PART VI. FINAL PROVISIONS

Article 46. Supplementary arrangements and agreements

The Tribunal and the host State may, for the purpose of implementing this Agreement or of addressing matters not foreseen in this Agreement, make other supplementary agreements and arrangements as appropriate.

Article 47. Settlement of disputes with third parties

The Tribunal shall make provisions for appropriate modes of settlement of:

- (a) disputes arising out of contracts and other disputes of a private-law character to which the Tribunal is a party;
- (b) disputes involving any person referred to in this Agreement who, by reason of his or her official position or function in connection with the Tribunal, enjoys immunity, if such immunity has not been waived.

Article 48. Settlement of differences on the interpretation or application of this Agreement or supplementary arrangements or agreements

1. All differences arising out of the interpretation or application of this Agreement or supplementary arrangements or agreements between the Tribunal and the host State shall be settled by consultation, negotiation or other agreed mode of settlement.

2. If the difference is not settled in accordance with paragraph 1 of this article within three months following a written request by one of the Parties to the difference, it shall, at the request of either party, be referred to an arbitral tribunal according to the procedure set forth in paragraphs 3 to 5 of this article.

3. The arbitral tribunal shall be composed of three members: one to be chosen by each party and the third, who shall be the chairman of the arbitral tribunal, to be chosen by the other two members. If either party has failed to make its appointment of a member of the arbitral tribunal within two months of the appointment of a member by the other party, that other party may invite the President of the International Court of Justice to make such appointment. Should the first two members fail to agree upon the appointment of the chairman of the tribunal within two months following their appointment, either party may invite the President of the International Court of Justice to choose the chairman.

4. Unless the Tribunal and the host State otherwise agree, the arbitral tribunal shall determine its own procedure and the expenses shall be borne by the Tribunal and the host State as assessed by the arbitral tribunal.

5. The arbitral tribunal, which shall decide by a majority of votes, shall reach a decision on the difference on the basis of the provisions of this Agreement and subsequent arrangements or agreements and the applicable rules of international law. The decision of the arbitral tribunal shall be final and binding on the Tribunal and the host State.

Article 49. Application

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

Article 50. Amendments and termination

1. This Agreement may be amended by mutual consent of the Parties.

2. This Agreement shall cease to be in force if the seat of the Tribunal is removed from the territory of the host State or if the Tribunal is dissolved, except for such provisions as may be applicable in connection with the orderly termination of the operations of the Tribunal at its seat in the host State and the disposition of its property therein, as well as provisions granting immunity from legal process of every kind in respect of words spoken or written or acts done in an official capacity.

3. The provisions relating to the inviolability of the funds, assets, archives and documents of the Tribunal, shall survive termination of this Agreement.

4. The host State shall be notified in a timely manner with respect to the dissolution of the Tribunal.

Article 51. Entry into force

1. The provisions of this Agreement shall be applied provisionally as from the date of signature.

2. This Agreement shall enter into force on the first day of the second month after both Parties have notified each other in writing that the legal requirements for entry into force have been complied with.

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

Done at New York on 21 December 2007 in duplicate, in the English language.

For the Kingdom of Netherlands

For the United Nations

[Signed]

[Signed]

3. Other agreements

Agreement between the United Nations and the Lebanese Republic on the establishment of a Special Tribunal for Lebanon. Beirut, 22 January 2007 and New York, 6 February 2007*

Whereas the Security Council, in its resolution 1664 (2006) of 29 March 2006, which responded to the request of the Government of Lebanon to establish a tribunal of an international character to try all those who are found responsible for the terrorist crime which killed the former Lebanese Prime Minister Rafiq Hariri and others, recalled all its previous resolutions, in particular resolutions 1595 (2005) of 7 April 2005, 1636 (2005) of 31 October 2005 and 1644 (2005) of 15 December 2005,

Whereas the Security Council has requested the Secretary-General of the United Nations (hereinafter “the Secretary-General”) “to negotiate an agreement with the Government of Lebanon aimed at establishing a tribunal of an international character based on the highest international standards of criminal justice”, taking into account the recommendations of the Secretary-General’s report of 21 March 2006 (S/2006/176) and the views that have been expressed by Council members,

Whereas the Secretary-General and the Government of the Lebanese Republic (hereinafter “the Government”) have conducted negotiations for the establishment of a Special Tribunal for Lebanon (hereinafter “the Special Tribunal” or “the Tribunal”),

Now therefore the United Nations and the Lebanese Republic (hereinafter referred to jointly as the “Parties”) have agreed as follows:

Article 1. Establishment of the Special Tribunal

1. There is hereby established a Special Tribunal for Lebanon to prosecute persons responsible for the attack of 14 February 2005 resulting in the death of former Lebanese Prime Minister Rafiq Hariri and in the death or injury of other persons. If the tribunal finds that other attacks that occurred in Lebanon between 1 October 2004 and 12 December 2005, or any later date decided by the Parties and with the consent of the Security Council, are connected in accordance with the principles of criminal justice and are of a nature and gravity similar to the attack of 14 February 2005, it shall also have jurisdiction over persons responsible for such attacks. This connection includes but is not limited to a combination of the following elements: criminal intent (motive), the purpose behind the attacks, the nature of the victims targeted, the pattern of the attacks (modus operandi) and the perpetrators.

2. The Special Tribunal shall function in accordance with the Statute of the Special Tribunal for Lebanon. The Statute is attached to this Agreement and forms an integral part thereof.

Article 2. Composition of the Special Tribunal and appointment of the judges

1. The Special Tribunal shall consist of the following organs: the Chambers, the Prosecutor, the Registry and the Defence Office.

* Entered into force 10 June 2007, in accordance with article 19.

2. The Chambers shall be composed of a Pre-Trial Judge, a Trial Chamber and an Appeals Chamber, with a second Trial Chamber to be created if, after the passage of at least six months from the commencement of the functioning of the Special Tribunal, the Secretary-General or the President of the Special Tribunal so requests.

3. The Chambers shall be composed of no fewer than eleven independent judges and no more than fourteen such judges, who shall serve as follows:

(a) A single international judge shall serve as a Pre-Trial Judge;

(b) Three judges shall serve in the Trial Chamber, of whom one shall be a Lebanese judge and two shall be international judges;

(c) In the event of the creation of a second Trial Chamber, that Chamber shall be likewise composed in the manner contained in subparagraph (b) above;

(d) Five judges shall serve in the Appeals Chamber, of whom two shall be Lebanese judges and three shall be international judges; and

(e) Two alternate judges, of whom one shall be a Lebanese judge and one shall be an international judge.

4. The judges of the Tribunal shall be persons of high moral character, impartiality and integrity, with extensive judicial experience. They shall be independent in the performance of their functions and shall not accept or seek instructions from any Government or any other source.

5. (a) Lebanese judges shall be appointed by the Secretary-General to serve in the Trial Chamber or the Appeals Chamber or as an alternate judge from a list of twelve persons presented by the Government upon the proposal of the Lebanese Supreme Council of the Judiciary;

(b) International judges shall be appointed by the Secretary-General to serve as Pre-Trial Judge, a Trial Chamber Judge, an Appeals Chamber Judge or an alternate judge, upon nominations forwarded by States at the invitation of the Secretary-General, as well as by competent persons;

(c) The Government and the Secretary-General shall consult on the appointment of judges;

(d) The Secretary-General shall appoint judges, upon the recommendation of a selection panel he has established after indicating his intentions to the Security Council. The selection panel shall be composed of two judges, currently sitting on or retired from an international tribunal, and the representative of the Secretary-General.

6. At the request of the presiding judge of a Trial Chamber, the President of the Special Tribunal may, in the interest of justice, assign alternate judges to be present at each stage of the trial and to replace a judge if that judge is unable to continue sitting.

7. Judges shall be appointed for a three-year period and may be eligible for reappointment for a further period to be determined by the Secretary-General in consultation with the Government.

8. Lebanese judges appointed to serve in the Special Tribunal shall be given full credit for their period of service with the Tribunal on their return to the Lebanese national judiciaries from which they were released and shall be reintegrated at a level at least comparable to that of their former position.

Article 3. Appointment of a Prosecutor and a Deputy Prosecutor

1. The Secretary-General, after consultation with the Government, shall appoint a Prosecutor for a three-year term. The Prosecutor may be eligible for reappointment for a further period to be determined by the Secretary-General in consultation with the Government.

2. The Secretary-General shall appoint the Prosecutor, upon the recommendation of a selection panel he has established after indicating his intentions to the Security Council. The selection panel shall be composed of two judges, currently sitting on or retired from an international tribunal, and the representative of the Secretary-General.

3. The Government, in consultation with the Secretary-General and the Prosecutor, shall appoint a Lebanese Deputy Prosecutor to assist the Prosecutor in the conduct of the investigations and prosecutions.

4. The Prosecutor and the Deputy Prosecutor shall be of high moral character and possess the highest level of professional competence and extensive experience in the conduct of investigations and prosecutions of criminal cases. The Prosecutor and the Deputy Prosecutor shall be independent in the performance of their functions and shall not accept or seek instructions from any Government or any other source.

5. The Prosecutor shall be assisted by such Lebanese and international staff as may be required to perform the functions assigned to him or her effectively and efficiently.

Article 4. Appointment of a Registrar

1. The Secretary-General shall appoint a Registrar who shall be responsible for the servicing of the Chambers and the Office of the Prosecutor, and for the recruitment and administration of all support staff. He or she shall also administer the financial and staff resources of the Special Tribunal.

2. The Registrar shall be a staff member of the United Nations. He or she shall serve a three-year term and may be eligible for reappointment for a further period to be determined by the Secretary-General in consultation with the Government.

Article 5. Financing of the Special Tribunal

1. The expenses of the Special Tribunal shall be borne in the following manner:

(a) Fifty-one per cent of the expenses of the Tribunal shall be borne by voluntary contributions from States;

(b) Forty-nine per cent of the expenses of the Tribunal shall be borne by the Government of Lebanon.

2. It is understood that the Secretary-General will commence the process of establishing the Tribunal when he has sufficient contributions in hand to finance the establishment of the Tribunal and twelve months of its operations plus pledges equal to the anticipated expenses of the following 24 months of the Tribunal's operation. Should voluntary contributions be insufficient for the Tribunal to implement its mandate, the Secretary-General and the Security Council shall explore alternate means of financing the Tribunal.

Article 6. Management Committee

The parties shall consult concerning the establishment of a Management Committee.

Article 7. Juridical capacity

The Special Tribunal shall possess the juridical capacity necessary:

- (a) To contract;
- (b) To acquire and dispose of movable and immovable property;
- (c) To institute legal proceedings;
- (d) To enter into agreements with States as may be necessary for the exercise of its functions and for the operation of the Tribunal.

Article 8. Seat of the Special Tribunal

1. The Special Tribunal shall have its seat outside Lebanon. The location of the seat shall be determined having due regard to considerations of justice and fairness as well as security and administrative efficiency, including the rights of victims and access to witnesses, and subject to the conclusion of a headquarters agreement between the United Nations, the Government and the State that hosts the Tribunal.

2. The Special Tribunal may meet away from its seat when it considers it necessary for the efficient exercise of its functions.

3. An Office of the Special Tribunal for the conduct of investigations shall be established in Lebanon subject to the conclusion of appropriate arrangements with the Government.

Article 9. Inviolability of premises, archives and all other documents

1. The Office of the Special Tribunal in Lebanon shall be inviolable. The competent authorities shall take appropriate action that may be necessary to ensure that the Tribunal shall not be dispossessed of all or any part of the premises of the Tribunal without its express consent.

2. The property, funds and assets of the Office of the Special Tribunal in Lebanon, wherever located and by whomsoever held, shall be immune from search, seizure, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

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

Article 10. Funds, assets and other property

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

Article 11. Privileges and immunities of the judges, the Prosecutor, the Deputy Prosecutor, the Registrar and the Head of the Defence Office

1. The judges, the Prosecutor, the Deputy Prosecutor, the Registrar and the Head of the Defence Office, while in Lebanon, shall enjoy the privileges and immunities, exemptions and facilities accorded to diplomatic agents in accordance with the Vienna Convention on Diplomatic Relations of 1961.

2. Privileges and immunities are accorded to the judges, the Prosecutor, the Deputy Prosecutor, the Registrar and the Head of the Defence Office in the interest of the Special Tribunal and not for the personal benefit of the individuals themselves. The right and the duty to waive the immunity in any case where it can be waived without prejudice to the purposes for which it is accorded shall lie with the Secretary-General, in consultation with the President of the Tribunal.

Article 12. Privileges and immunities of international and Lebanese personnel

1. Lebanese and international personnel of the Office of the Special Tribunal, while in Lebanon, shall be accorded:

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

(b) Exemption from taxation on salaries, allowances and emoluments paid to them.

2. International personnel shall, in addition thereto, be accorded:

(a) Immunity from immigration restriction;

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

The privileges and immunities are granted to the officials of the Office of the Special Tribunal in the interest of the Tribunal and not for their personal benefit. The right and the duty to waive the immunity in any case where it can be waived without prejudice to the purpose for which it is accorded shall lie with the Registrar of the Tribunal.

Article 13. Defence counsel

1. The Government shall ensure that the counsel of a suspect or an accused who has been admitted as such by the Special Tribunal shall not be subjected, while in Lebanon, to any measure that may affect the free and independent exercise of his or her functions.

2. In particular, the counsel shall be accorded:

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

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

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

(d) Immunity from any immigration restrictions during his or her stay as well as during his or her journey to the Tribunal and back.

Article 14. Security, safety and protection of persons referred to in this Agreement

The Government shall take effective and adequate measures to ensure the appropriate security, safety and protection of personnel of the Office of the Special Tribunal and other persons referred to in this Agreement, while in Lebanon. It shall take all appropriate steps, within its capabilities, to protect the equipment and premises of the Office of the Special Tribunal from attack or any action that prevents the Tribunal from discharging its mandate.

Article 15. Cooperation with the Special Tribunal

1. The Government shall cooperate with all organs of the Special Tribunal, in particular with the Prosecutor and defence counsel, at all stages of the proceedings. It shall facilitate access of the Prosecutor and defence counsel to sites, persons and relevant documents required for the investigation.

2. The Government shall comply without undue delay with any request for assistance by the Special Tribunal or an order issued by the Chambers, including, but not limited to:

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

Article 16. Amnesty

The Government undertakes not to grant amnesty to any person for any crime falling within the jurisdiction of the Special Tribunal. An amnesty already granted in respect of any such persons and crimes shall not be a bar to prosecution.

Article 17. Practical arrangements

With a view to achieving efficiency and cost-effectiveness in the operation of the Special Tribunal:

(a) Appropriate arrangements shall be made to ensure that there is a coordinated transition from the activities of the International Independent Investigation Commission, established by the Security Council in its resolution 1595 (2005), to the activities of the Office of the Prosecutor;

(b) Judges of the Trial Chamber and the Appeals Chamber shall take office on a date to be determined by the Secretary-General in consultation with the President of the Special Tribunal. Pending such a determination, judges of both Chambers shall be convened on an ad hoc basis to deal with organizational matters and serving, when required, to perform their duties.

Article 18. Settlement of disputes

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

Article 19. Entry into force and commencement of the functioning of the Special Tribunal

1. This Agreement shall enter into force on the day after the Government has notified the United Nations in writing that the legal requirements for entry into force have been complied with.

2. The Special Tribunal shall commence functioning on a date to be determined by the Secretary-General in consultation with the Government, taking into account the progress of the work of the International Independent Investigation Commission.

Article 20. Amendment

This Agreement may be amended by written agreement between the Parties.

Article 21. Duration of the Agreement

1. This Agreement shall remain in force for a period of three years from the date of the commencement of the functioning of the Special Tribunal.

2. Three years after the commencement of the functioning of the Special Tribunal the Parties shall, in consultation with the Security Council, review the progress of the work of the Special Tribunal. If at the end of this period of three years the activities of the Tribunal have not been completed, the Agreement shall be extended to allow the Tribunal to complete its work, for a further period(s) to be determined by the Secretary-General in consultation with the Government and the Security Council.

3. The provisions relating to the inviolability of the funds, assets, archives and documents of the Office of the Special Tribunal in Lebanon, the privileges and immunities of those referred to in this Agreement, as well as provisions relating to defence counsel and the protection of victims and witnesses, shall survive termination of this Agreement.

In witness whereof, the following duly authorized representatives of the United Nations and of the Lebanese Republic have signed this Agreement.

Done at Beirut on 22 January 2007 and at New York on 6 February 2007, in three originals in the Arabic, French and English languages, all texts being equally authentic.

For the United Nations:
[Signed]

For the Lebanese Republic
[Signed]

STATUTE OF THE SPECIAL TRIBUNAL FOR LEBANON

Having been established by an Agreement between the United Nations and the Lebanese Republic (hereinafter “the Agreement”) pursuant to Security Council resolution 1664 (2006) of 29 March 2006, which responded to the request of the Government of Lebanon to establish a tribunal of an international character to try all those who are found responsible for the terrorist crime which killed the former Lebanese Prime Minister Rafiq Hariri and others, the Special Tribunal for Lebanon (hereinafter “the Special Tribunal”) shall function in accordance with the provisions of this Statute.

SECTION I. JURISDICTION AND APPLICABLE LAW

Article 1. Jurisdiction of the Special Tribunal

The Special Tribunal shall have jurisdiction over persons responsible for the attack of 14 February 2005 resulting in the death of former Lebanese Prime Minister Rafiq Hariri and in the death or injury of other persons. If the Tribunal finds that other attacks that occurred in Lebanon between 1 October 2004 and 12 December 2005, or any later date decided by the Parties and with the consent of the Security Council, are connected in accordance with the principles of criminal justice and are of a nature and gravity similar to the attack of 14 February 2005, it shall also have jurisdiction over persons responsible for such attacks. This connection includes but is not limited to a combination of the following elements: criminal intent (motive), the purpose behind the attacks, the nature of the victims targeted, the pattern of the attacks (modus operandi) and the perpetrators.

Article 2. Applicable criminal law

The following shall be applicable to the prosecution and punishment of the crimes referred to in article 1, subject to the provisions of this Statute:

(a) The provisions of the Lebanese Criminal Code relating to the prosecution and punishment of acts of terrorism, crimes and offences against life and personal integrity, illicit associations and failure to report crimes and offences, including the rules regarding the material elements of a crime, criminal participation and conspiracy; and

(b) Articles 6 and 7 of the Lebanese law of 11 January 1958 on “Increasing the penalties for sedition, civil war and interfaith struggle”.

Article 3. Individual criminal responsibility

1. A person shall be individually responsible for crimes within the jurisdiction of the Special Tribunal if that person:

(a) Committed, participated as accomplice, organized or directed others to commit the crime set forth in article 2 of this Statute; or

(b) Contributed in any other way to the commission of the crime set forth in article 2 of this Statute by a group of persons acting with a common purpose, where such contribution is intentional and is either made with the aim of furthering the general criminal activity or purpose of the group or in the knowledge of the intention of the group to commit the crime.

2. With respect to superior and subordinate relationships, a superior shall be criminally responsible for any of the crimes set forth in article 2 of this Statute committed by subordinates under his or her effective authority and control, as a result of his or her failure to exercise control properly over such subordinates, where:

(a) The superior either knew, or consciously disregarded information that clearly indicated that the subordinates were committing or about to commit such crimes;

(b) The crimes concerned activities that were within the effective responsibility and control of the superior; and

(c) The superior failed to take all necessary and reasonable measures within his or her power to prevent or repress their commission or to submit the matter to the competent authorities for investigation and prosecution.

3. The fact that the person acted pursuant to an order of a superior shall not relieve him or her of criminal responsibility, but may be considered in mitigation of punishment if the Special Tribunal determines that justice so requires.

Article 4. Concurrent jurisdiction

1. The Special Tribunal and the national courts of Lebanon shall have concurrent jurisdiction. Within its jurisdiction, the Tribunal shall have primacy over the national courts of Lebanon.

2. Upon the assumption of office of the Prosecutor, as determined by the Secretary-General, and no later than two months thereafter, the Special Tribunal shall request the national judicial authority seized with the case of the attack against Prime Minister Rafiq Hariri and others to defer to its competence. The Lebanese judicial authority shall refer to the Tribunal the results of the investigation and a copy of the court's records, if any. Persons detained in connection with the investigation shall be transferred to the custody of the Tribunal.

3. (a) At the request of the Special Tribunal, the national judicial authority seized with any of the other crimes committed between 1 October 2004 and 12 December 2005, or a later date decided pursuant to article 1, shall refer to the Tribunal the results of the investigation and a copy of the court's records, if any, for review by the Prosecutor;

(b) At the further request of the Tribunal, the national authority in question shall defer to the competence of the Tribunal. It shall refer to the Tribunal the results of the investigation and a copy of the court's records, if any, and persons detained in connection with any such case shall be transferred to the custody of the Tribunal;

(c) The national judicial authorities shall regularly inform the Tribunal of the progress of their investigation. At any stage of the proceedings, the Tribunal may formally request a national judicial authority to defer to its competence.

Article 5. Non bis in idem

1. No person shall be tried before a national court of Lebanon for acts for which he or she has already been tried by the Special Tribunal.

2. A person who has been tried by a national court may be subsequently tried by the Special Tribunal if the national court proceedings were not impartial or independent, were

designed to shield the accused from criminal responsibility for crimes within the jurisdiction of the Tribunal or the case was not diligently prosecuted.

3. In considering the penalty to be imposed on a person convicted of a crime under this Statute, the Special Tribunal shall take into account the extent to which any penalty imposed by a national court on the same person for the same act has already been served.

Article 6. Amnesty

An amnesty granted to any person for any crime falling within the jurisdiction of the Special Tribunal shall not be a bar to prosecution.

SECTION II. ORGANIZATION OF THE SPECIAL TRIBUNAL

Article 7. Organs of the Special Tribunal

The Special Tribunal shall consist of the following organs:

- (a) The Chambers, comprising a Pre-Trial Judge, a Trial Chamber and an Appeals Chamber;
- (b) The Prosecutor;
- (c) The Registry; and
- (d) The Defence Office.

Article 8. Composition of the Chambers

1. The Chambers shall be composed as follows:
 - (a) One international Pre-Trial Judge;
 - (b) Three judges who shall serve in the Trial Chamber, of whom one shall be a Lebanese judge and two shall be international judges;
 - (c) Five judges who shall serve in the Appeals Chamber, of whom two shall be Lebanese judges and three shall be international judges;
 - (d) Two alternate judges, one of whom shall be a Lebanese judge and one shall be an international judge.
2. The judges of the Appeals Chamber and the judges of the Trial Chamber, respectively, shall elect a presiding judge who shall conduct the proceedings in the Chamber to which he or she was elected. The presiding judge of the Appeals Chamber shall be the President of the Special Tribunal.
3. At the request of the presiding judge of the Trial Chamber, the President of the Special Tribunal may, in the interest of justice, assign the alternate judges to be present at each stage of the trial and to replace a judge if that judge is unable to continue sitting.

Article 9. Qualification and appointment of judges

1. The judges shall be persons of high moral character, impartiality and integrity, with extensive judicial experience. They shall be independent in the performance of their

functions and shall not accept or seek instructions from any Government or any other source.

2. In the overall composition of the Chambers, due account shall be taken of the established competence of the judges in criminal law and procedure and international law.

3. The judges shall be appointed by the Secretary-General, as set forth in article 2 of the Agreement, for a three-year period and may be eligible for reappointment for a further period to be determined by the Secretary-General in consultation with the Government.

Article 10. Powers of the President of the Special Tribunal

1. The President of the Special Tribunal, in addition to his or her judicial functions, shall represent the Tribunal and be responsible for its effective functioning and the good administration of justice.

2. The President of the Special Tribunal shall submit an annual report on the operation and activities of the Tribunal to the Secretary-General and to the Government of Lebanon.

Article 11. The Prosecutor

1. The Prosecutor shall be responsible for the investigation and prosecution of persons responsible for the crimes falling within the jurisdiction of the Special Tribunal. In the interest of proper administration of justice, he or she may decide to charge jointly persons accused of the same or different crimes committed in the course of the same transaction.

2. The Prosecutor shall act independently as a separate organ of the Special Tribunal. He or she shall not seek or receive instructions from any Government or from any other source.

3. The Prosecutor shall be appointed, as set forth in article 3 of the Agreement, by the Secretary-General for a three-year term and may be eligible for reappointment for a further period to be determined by the Secretary-General in consultation with the Government. He or she shall be of high moral character and possess the highest level of professional competence, and have extensive experience in the conduct of investigations and prosecutions of criminal cases.

4. The Prosecutor shall be assisted by a Lebanese Deputy Prosecutor and by such other Lebanese and international staff as may be required to perform the functions assigned to him or her effectively and efficiently.

5. The Office of the Prosecutor shall have the power to question suspects, victims and witnesses, to collect evidence and to conduct on-site investigations. In carrying out these tasks, the Prosecutor shall, as appropriate, be assisted by the Lebanese authorities concerned.

Article 12. The Registry

1. Under the authority of the President of the Special Tribunal, the Registry shall be responsible for the administration and servicing of the Tribunal.

2. The Registry shall consist of a Registrar and such other staff as may be required.

3. The Registrar shall be appointed by the Secretary-General and shall be a staff member of the United Nations. He or she shall serve for a three-year term and may be eligible for reappointment for a further period to be determined by the Secretary-General in consultation with the Government.

4. The Registrar shall set up a Victims and Witnesses Unit within the Registry. This Unit shall provide, in consultation with the Office of the Prosecutor, measures to protect the safety, physical and psychological well-being, dignity and privacy of victims and witnesses, and such other appropriate assistance for witnesses who appear before the Special Tribunal and others who are at risk on account of testimony given by such witnesses.

Article 13. The Defence Office

1. The Secretary-General, in consultation with the President of the Special Tribunal, shall appoint an independent Head of the Defence Office, who shall be responsible for the appointment of the Office staff and the drawing up of a list of defence counsel.

2. The Defence Office, which may also include one or more public defenders, shall protect the rights of the defence, provide support and assistance to defence counsel and to the persons entitled to legal assistance, including, where appropriate, legal research, collection of evidence and advice, and appearing before the Pre-Trial Judge or a Chamber in respect of specific issues.

Article 14. Official and working languages

The official languages of the Special Tribunal shall be Arabic, French and English. In any given case proceedings, the Pre-Trial Judge or a Chamber may decide that one or two of the languages may be used as working languages as appropriate.

SECTION III. RIGHTS OF DEFENDANTS AND VICTIMS

Article 15. Rights of suspects during investigation

A suspect who is to be questioned by the Prosecutor shall not be compelled to incriminate himself or herself or to confess guilt. He or she shall have the following rights of which he or she shall be informed by the Prosecutor prior to questioning, in a language he or she speaks and understands:

(a) The right to be informed that there are grounds to believe that he or she has committed a crime within the jurisdiction of the Special Tribunal;

(b) The right to remain silent, without such silence being considered in the determination of guilt or innocence, and to be cautioned that any statement he or she makes shall be recorded and may be used in evidence;

(c) The right to have legal assistance of his or her own choosing, including the right to have legal assistance provided by the Defence Office where the interests of justice so require and where the suspect does not have sufficient means to pay for it;

(d) The right to have the free assistance of an interpreter if he or she cannot understand or speak the language used for questioning;

(e) The right to be questioned in the presence of counsel unless the person has voluntarily waived his or her right to counsel.

Article 16. Rights of the accused

1. All accused shall be equal before the Special Tribunal.
2. The accused shall be entitled to a fair and public hearing, subject to measures ordered by the Special Tribunal for the protection of victims and witnesses.
3. (a) The accused shall be presumed innocent until proved guilty according to the provisions of this Statute;
 - (b) The onus is on the Prosecutor to prove the guilt of the accused;
 - (c) In order to convict the accused, the relevant Chamber must be convinced of the guilt of the accused beyond reasonable doubt.
4. In the determination of any charge against the accused pursuant to this Statute, he or she shall be entitled to the following minimum guarantees, in full equality:
 - (a) To be informed promptly and in detail in a language which he or she understands of the nature and cause of the charge against him or her;
 - (b) To have adequate time and facilities for the preparation of his or her defence and to communicate without hindrance with counsel of his or her own choosing;
 - (c) To be tried without undue delay;
 - (d) Subject to the provisions of article 22, to be tried in his or her presence, and to defend himself or herself in person or through legal assistance of his or her own choosing; to be informed, if he or she does not have legal assistance, of this right; and to have legal assistance assigned to him or her, in any case where the interests of justice so require and without payment by him or her in any such case if he or she does not have sufficient means to pay for it;
 - (e) To examine, or have examined, the witnesses against him or her and to obtain the attendance and examination of witnesses on his or her behalf under the same conditions as witnesses against him or her;
 - (f) To examine all evidence to be used against him or her during the trial in accordance with the Rules of Procedure and Evidence of the Special Tribunal;
 - (g) To have the free assistance of an interpreter if he or she cannot understand or speak the language used in the Special Tribunal;
 - (h) Not to be compelled to testify against himself or herself or to confess guilt.
5. The accused may make statements in court at any stage of the proceedings, provided such statements are relevant to the case at issue. The Chambers shall decide on the probative value, if any, of such statements.

Article 17. Rights of victims

Where the personal interests of the victims are affected, the Special Tribunal shall permit their views and concerns to be presented and considered at stages of the proceedings determined to be appropriate by the Pre-Trial Judge or the Chamber and in a manner that is not prejudicial to or inconsistent with the rights of the accused and a fair and impartial trial. Such views and concerns may be presented by the legal representatives of the victims where the Pre-Trial Judge or the Chamber considers it appropriate.

SECTION IV. CONDUCT OF PROCEEDINGS

Article 18. Pre-trial proceedings

1. The Pre-Trial Judge shall review the indictment. If satisfied that a *prima facie* case has been established by the Prosecutor, he or she shall confirm the indictment. If he or she is not so satisfied, the indictment shall be dismissed.

2. The Pre-Trial Judge may, at the request of the Prosecutor, issue such orders and warrants for the arrest or transfer of persons, and any other orders as may be required for the conduct of the investigation and for the preparation of a fair and expeditious trial.

Article 19. Evidence collected prior to the establishment of the Special Tribunal

Evidence collected with regard to cases subject to the consideration of the Special Tribunal, prior to the establishment of the Tribunal, by the national authorities of Lebanon or by the International Independent Investigation Commission in accordance with its mandate as set out in Security Council resolution 1595 (2005) and subsequent resolutions, shall be received by the Tribunal. Its admissibility shall be decided by the Chambers pursuant to international standards on collection of evidence. The weight to be given to any such evidence shall be determined by the Chambers.

Article 20. Commencement and conduct of trial proceedings

1. The Trial Chamber shall read the indictment to the accused, satisfy itself that the rights of the accused are respected, confirm that the accused understands the indictment and instruct the accused to enter a plea.

2. Unless otherwise decided by the Trial Chamber in the interests of justice, examination of witnesses shall commence with questions posed by the presiding judge, followed by questions posed by other members of the Trial Chamber, the Prosecutor and the Defence.

3. Upon request or *proprio motu*, the Trial Chamber may at any stage of the trial decide to call additional witnesses and/or order the production of additional evidence.

4. The hearings shall be public unless the Trial Chamber decides to hold the proceedings *in camera* in accordance with the Rules of Procedure and Evidence.

Article 21. Powers of the Chambers

1. The Special Tribunal shall confine the trial, appellate and review proceedings strictly to an expeditious hearing of the issues raised by the charges, or the grounds for appeal or review, respectively. It shall take strict measures to prevent any action that may cause unreasonable delay.

2. A Chamber may admit any relevant evidence that it deems to have probative value and exclude such evidence if its probative value is substantially outweighed by the need to ensure a fair trial.

3. A Chamber may receive the evidence of a witness orally or, where the interests of justice allow, in written form.

4. In cases not otherwise provided for in the Rules of Procedure and Evidence, a Chamber shall apply rules of evidence that will best favour a fair determination of the

matter before it and are consonant with the spirit of the Statute and the general principles of law.

Article 22. Trials in absentia

1. The Special Tribunal shall conduct trial proceedings in the absence of the accused, if he or she:

- (a) Has expressly and in writing waived his or her right to be present;
- (b) Has not been handed over to the Tribunal by the State authorities concerned;
- (c) Has absconded or otherwise cannot be found and all reasonable steps have been taken to secure his or her appearance before the Tribunal and to inform him or her of the charges confirmed by the Pre-Trial Judge.

2. When hearings are conducted in the absence of the accused, the Special Tribunal shall ensure that:

- (a) The accused has been notified, or served with the indictment, or notice has otherwise been given of the indictment through publication in the media or communication to the State of residence or nationality;
- (b) The accused has designated a defence counsel of his or her own choosing, to be remunerated either by the accused or, if the accused is proved to be indigent, by the Tribunal;
- (c) Whenever the accused refuses or fails to appoint a defence counsel, such counsel has been assigned by the Defence Office of the Tribunal with a view to ensuring full representation of the interests and rights of the accused.

3. In case of conviction *in absentia*, the accused, if he or she had not designated a defence counsel of his or her choosing, shall have the right to be retried in his or her presence before the Special Tribunal, unless he or she accepts the judgement.

Article 23. Judgement

The judgement shall be rendered by a majority of the judges of the Trial Chamber or of the Appeals Chamber and shall be delivered in public. It shall be accompanied by a reasoned opinion in writing, to which any separate or dissenting opinions shall be appended.

Article 24. Penalties

1. The Trial Chamber shall impose upon a convicted person imprisonment for life or for a specified number of years. In determining the terms of imprisonment for the crimes provided for in this Statute, the Trial Chamber shall, as appropriate, have recourse to international practice regarding prison sentences and to the practice of the national courts of Lebanon.

2. In imposing sentence, the Trial Chamber should take into account such factors as the gravity of the offence and the individual circumstances of the convicted person.

Article 25. Compensation to victims

1. The Special Tribunal may identify victims who have suffered harm as a result of the commission of crimes by an accused convicted by the Tribunal.
2. The Registrar shall transmit to the competent authorities of the State concerned the judgement finding the accused guilty of a crime that has caused harm to a victim.
3. Based on the decision of the Special Tribunal and pursuant to the relevant national legislation, a victim or persons claiming through the victim, whether or not such victim had been identified as such by the Tribunal under paragraph 1 of this article, may bring an action in a national court or other competent body to obtain compensation.
4. For the purposes of a claim made under paragraph 3 of this article, the judgement of the Special Tribunal shall be final and binding as to the criminal responsibility of the convicted person.

Article 26. Appellate proceedings

1. The Appeals Chamber shall hear appeals from persons convicted by the Trial Chamber or from the Prosecutor on the following grounds:
 - (a) An error on a question of law invalidating the decision;
 - (b) An error of fact that has occasioned a miscarriage of justice.
2. The Appeals Chamber may affirm, reverse or revise the decisions taken by the Trial Chamber.

Article 27. Review proceedings

1. Where a new fact has been discovered that was not known at the time of the proceedings before the Trial Chamber or the Appeals Chamber and that could have been a decisive factor in reaching the decision, the convicted person or the Prosecutor may submit an application for review of the judgement.
2. An application for review shall be submitted to the Appeals Chamber. The Appeals Chamber may reject the application if it considers it to be unfounded. If it determines that the application is meritorious, it may, as appropriate:
 - (a) Reconvene the Trial Chamber;
 - (b) Retain jurisdiction over the matter.

Article 28. Rules of Procedure and Evidence

1. The judges of the Special Tribunal shall, as soon as practicable after taking office, adopt Rules of Procedure and Evidence for the conduct of the pre-trial, trial and appellate proceedings, the admission of evidence, the participation of victims, the protection of victims and witnesses and other appropriate matters and may amend them, as appropriate.
2. In so doing, the judges shall be guided, as appropriate, by the Lebanese Code of Criminal Procedure, as well as by other reference materials reflecting the highest standards of international criminal procedure, with a view to ensuring a fair and expeditious trial.

Article 29. Enforcement of sentences

1. Imprisonment shall be served in a State designated by the President of the Special Tribunal from a list of States that have indicated their willingness to accept persons convicted by the Tribunal.

2. Conditions of imprisonment shall be governed by the law of the State of enforcement subject to the supervision of the Special Tribunal. The State of enforcement shall be bound by the duration of the sentence, subject to article 30 of this Statute.

Article 30. Pardon or commutation of sentences

If, pursuant to the applicable law of the State in which the convicted person is imprisoned, he or she is eligible for pardon or commutation of sentence, the State concerned shall notify the Special Tribunal accordingly. There shall only be pardon or commutation of sentence if the President of the Tribunal, in consultation with the judges, so decides on the basis of the interests of justice and the general principles of law

4. Office of the United Nations High Commissioner for Refugees

Agreement between the Office of the United Nations High Commissioner for Refugees and the Government of the Islamic Republic of Afghanistan.

Kabul, 20 February 2007*

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

Whereas the Statute of the Office of the United Nations High Commissioner for Refugees, adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950, provides, *inter alia*, that the High Commissioner, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the Statute and of seeking permanent solutions for the problem of refugees by assisting governments and subject to the approval of the governments concerned, private organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within new national communities,

Whereas the Office of the United Nations High Commissioner for Refugees, a subsidiary organ established by the General Assembly pursuant to Article 22 of the Charter of the United Nations, is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946,

Whereas the Statute of the Office of the United Nations High Commissioner for Refugees provides in its Article 16 that the High Commissioner shall consult the governments of the countries of residence of refugees as to the need for appointing representatives therein and that in any country recognising such need, there may be appointed a representative approved by the government of that country,

* Entered into force on 20 February 2007, in accordance with article XVII.

Whereas the Office of the United Nations High Commissioner for Refugees and the Government of the Islamic Republic of Afghanistan wish to establish the terms and conditions under which the Office, within its mandate, shall be represented in the country,

Now therefore, the Office of the United Nations High Commissioner for Refugees and the Government of the Islamic Republic of Afghanistan, in spirit of friendly cooperation, have entered into this Agreement.

Article I. Definitions

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

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

(b) “High Commissioner” means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on his behalf

(c) “Government” means the Government of the Islamic Republic of Afghanistan.

(d) “Host Country” or “Country” means the Islamic Republic of Afghanistan.

(e) “Parties” means UNHCR and the Government.

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

(g) “UNHCR Office” means all the offices and premises, installations and facilities occupied or maintained in the country,

(h) “UNHCR Representative” means the UNHCR official in charge of the UNHCR Office in the country,

(i) “UNHCR officials” means all members of the staff of UNHCR employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates as provided in General Assembly resolution 76(1).

(j) “Experts on mission” means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR.

(k) “Persons performing services on behalf of UNHCR” means natural and juridical persons and their employees, other than nationals of the host country, retained by UNHCR to execute or assist in the carrying out of its programmes.

(l) “UNHCR personnel” means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.

(m) “Other persons of concern” means asylum-seekers, stateless persons, returnees, internally displaced persons (IDPs) and other persons threatened with displacement otherwise at risk.

Article II. Purpose of this Agreement

This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, co-operate with the Government, open and/or maintain an office or offices in the

country, and carry out its international protection and humanitarian assistance functions in favour of refugees and other persons of its concern in the host country.

Article III. Co-operation between the Government and UNHCR

1. Co-operation between the Government and UNHCR in the field of international protection of, and humanitarian assistance to, refugees and other persons of concern to UNHCR shall be carried out on the basis of the Statute of UNHCR, of other relevant decisions and resolutions relating to UNHCR adopted by United Nations organs and of article 35 of the Convention relating to the Status of Refugees of 1951 and article 2 of the Protocol relating to the Status of Refugees of 1967 (attached as Annex I and II* to the present Agreement).

2. The UNHCR Office shall maintain consultations and co-operate with the Government with respect to the preparation and review of projects for refugees and other persons of concern to UNHCR,

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

4. The Government shall at all times grant UNHCR personnel unimpeded access to refugees and other persons of concern to UNHCR and to the sites of UNHCR projects in order to monitor all phases of their implementation.

Article IV. UNHCR Office

1. The Government welcomes that UNHCR establishes and maintains an office or offices in the country for providing international protection and humanitarian assistance to refugees and other persons of concern to UNHCR.

2. UNHCR may designate the UNHCR Office in the country to serve as a Regional/Area Office.

3. The UNHCR Office will exercise functions as assigned by the High Commissioner, in relation to his mandate for refugees and other persons of his concern, including asylum seekers, returnees, IDPs and stateless persons, and through the establishment and maintenance of relations between UNHCR and other governmental or non-governmental organizations functioning in the country.

Article V. UNHCR Personnel

1. UNHCR may assign to the Office in the country such officials or other personnel as UNHCR deems necessary for carrying out its international protection and humanitarian assistance functions.

2. The categories of officials and the names of the officials included in these categories, and of other personnel assigned to the UNHCR Office in the country, shall from time to time be made known to the Government.

* Not reproduced herein.

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

4. UNHCR may designate officials to visit the country for purposes of consulting and co-operating with the corresponding officials of the Government or other parties involved in refugee work in connection with:

(a) the review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes;

(b) the shipment, receipt, distribution or use of the supplies, equipment, and other materials, furnished by UNHCR,

(c) seeking permanent solutions for the problem of refugees; and

(d) any other matters relating to the application of this Agreement.

5. Without prejudice to international law, in particular the Convention on the Privileges and Immunities of the United Nations of 13 February 1946, all UNHCR Officials, experts on mission and persons performing services on behalf of UNHCR shall respect Afghan laws and regulations.

Article VI. Facilities for implementation of UNHCR humanitarian programmes

1. The Government, in agreement with UNHCR, shall take any measure which may be necessary to exempt UNHCR officials, experts on mission and persons performing services on behalf of UNHCR from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees in the country.

2. Such measures shall include the providing for communication facilities in accordance with Article IX of this Agreement, the granting of air traffic rights and the exemption from aircraft landing fees and royalties for emergency relief cargo flights, transportation of refugees and/or UNHCR personnel.

3. The Government shall ensure that the UNHCR Office is at all times supplied with the necessary public services, and that such public utility services are rendered on equitable terms.

4. The Government shall take all appropriate measures to ensure the safety and security of UNHCR personnel. In particular, it shall take all appropriate steps to protect UNHCR personnel and the UNHCR Office's premises and equipment from attack or any action that prevents UNHCR personnel from discharging UNHCR's mandate. This is without prejudice to the fact that all premises of UNHCR Offices are inviolable and subject to the exclusive control and authority of UNHCR.

5. Where private accommodation is not available the Government shall facilitate the location of suitable housing accommodation for UNHCR personnel recruited internationally.

Article VII. Privileges and immunities

1. The Government shall apply to UNHCR, its property, funds and assets and to its officials and experts on mission the relevant provisions of the General Convention to which Afghanistan became a party on September 5th 1947, without reservation. The Government also agrees to grant to UNHCR and its personnel such additional privileges and immunities as may be necessary for the effective exercise of the international protection and humanitarian assistance functions of UNHCR.

2. Without prejudice to paragraph 1 of this Article, the Government shall in particular extend to UNHCR and its personnel the privileges, immunities, rights and facilities provided in Articles VIII to X of this Agreement.

Article VIII. UNHCR Office, property, funds and assets

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

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

3. The archives of UNHCR, and in general all documents belonging to or held by it, shall be inviolable.

4. The funds, assets, income and other property of UNHCR shall be exempt from:

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

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

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

5. While UNHCR will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property that form part of the price to be paid (such as Value Added Tax), nevertheless, when UNHCR is making purchases for official use of property on which such duties and taxes are chargeable, the Government will grant exemption therefrom.

6. Any materials imported, exported or purchased in the country by UNHCR, by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance to refugees, shall be exempted from all customs duties, prohibitions and restrictions, as well as from direct and indirect taxation.

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

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

(b) Bring funds, securities, foreign currencies and gold into the host country from any other country, use them within the host country or transfer them to other countries for official purposes.

8. UNHCR shall enjoy the most favourable legal rate of exchange.

Article IX. Communication facilities

1. UNHCR shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government including its diplomatic missions, or to other intergovernmental international organizations in matters of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex, telefax and other means of communication, as well as rates for information to the press and radio.

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

3. UNHCR shall have the right to use codes and to dispatch and receive correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

4. The Government shall ensure that UNHCR be enabled to operate, effectively and free of license fees, its own radio and other telecommunications equipment, including satellite communications systems, on networks using the frequencies assigned by or coordinated with the competent national authorities in conformity with the applicable International Telecommunication Union's regulations and norms currently in force.

Article X. UNHCR officials

1. The UNHCR Representative and Deputy Representative, and other senior officials shall enjoy, while in the country, in respect of themselves, their spouses and dependent relatives, the privileges and immunities, exemptions and facilities normally accorded to diplomatic envoys. For this purpose the Ministry of Foreign Affairs shall include their names in the Diplomatic List.

2. UNHCR officials, while in the country, shall enjoy the following facilities, privileges and immunities:

(a) Immunity from personal arrest and detention;

(b) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity to continue even after termination of employment with UNHCR;

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

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

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

(f) Access to the labour market with respect to their spouses and their dependent relatives forming part of their household without requiring a work permit;

(g) Exemption from taxation in respect of salaries and all other remuneration paid to them by UNHCR;

(h) Exemption from any form of taxation on income derived by them from sources outside the country;

(i) Prompt clearance and issuance, without cost, of visas, licences or permits, if required, and free movement within, to or from the country to the extent necessary for the carrying out of UNHCR's international protection and humanitarian assistance programmes;

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

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

(l) The right to import for personal use, free of duty and other import-levies, -prohibitions and -restrictions:

(i) Their furniture and personal effects in one or more separate shipments and thereafter to import necessary additions to the same, including motor vehicles, according to the regulations applicable in the country to diplomatic representatives accredited in the country and/or resident members of international organisations;

(ii) Reasonable quantities of certain articles for personal use or consumption and not for gift or sale.

3. UNHCR officials who are nationals of or permanent residents in the host country shall enjoy those privileges and immunities provided for in the General Convention.

Article XI. Locally recruited personnel assigned to hourly rates

1. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations resolutions, regulations and rules.

Article XII. Experts on mission

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

(a) Immunity from personal arrest or detention;

(b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed on missions for UNHCR;

(c) Inviolability for all papers and documents;

(d) For the purpose of their official communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(f) The same immunities and facilities including immunity from inspection and seizure in respect of their personal baggage as are accorded to diplomatic envoys.

Article XIII. Persons performing services on behalf of UNHCR including employees of non-governmental organizations

1. Except as the Parties may otherwise agree, the Government shall grant to all persons performing services on behalf of UNHCR, other than nationals of the host country employed locally, the privileges and immunities specified in Article V, Section 18, of the General Convention. In addition, they shall be granted:

(a) Prompt clearance and issuance, without cost, of visas, licences or permits necessary for the effective exercise of their functions;

(b) Free movement within, to or from the country, to the extent necessary for the implementation of the UNHCR humanitarian programmes.

2. Employees of Non-Governmental Organizations (NGO), duly registered with the Afghan Government in accordance with the content of the Law on Non-Governmental Organisations dated 13 June 2005, shall be granted exemption by the Government from taxation in respect of salaries and all other remuneration paid to them by their employer in relation to services provided to UNHCR.

Article XIV. Crimes against UNHCR personnel

1. It is understood that the following acts are established by the Government as crimes under its national law, and are punishable by appropriate penalties taking into account their grave nature:

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

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

(c) A threat to commit any such attack with the objective of compelling a physical or juridical person to do or to refrain from doing any act;

(d) An attempt to commit any such attack; and

(e) An act constituting participation as an accomplice in any such attack, or in an attempt to commit such attack, or in organizing or ordering others to commit such attack.

2. The Government shall establish its jurisdiction over the crimes set out in paragraph 1 above, when the crime was committed in its territory and the alleged offender, other than a member of the UNHCR personnel, is present in its territory, unless it has extradited such person to the State of nationality of the offender, the State of his habitual residence if he is a stateless person, or the State of the nationality of the victim.

3. The Government shall ensure the prosecution of persons accused of acts described in paragraph 1 above as well as those persons that are subject to its criminal jurisdiction who are accused of other acts in relation to UNHCR and its personnel, which, if committed in relation to the local population, would be rendered such acts liable to prosecution.

Article XV. Waiver of immunity

Privileges and immunities are granted to UNHCR personnel in the interests of the United Nations and UNHCR and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations may waive the immunity of any of UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations and UNHCR.

Article XVI. Settlement of disputes

Any dispute between UNHCR and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed modes of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be a chairman. If within thirty days of the request for arbitration either Party has not appointed arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article XVII. General provisions

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

2. This Agreement shall be interpreted in light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently and to attain its humanitarian objectives in the country.

3. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

4. Consultations with a view to amending this Agreement may be held at the request of the Government or UNHCR. Amendments shall be made by joint written agreement.

5. This Agreement shall cease to be in force six months after either of the contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country.

6. This Agreement supersedes and replaces the Agreement between UNHCR and the Republic of Afghanistan signed on 28 day of April in the year 1988.

In Witness Whereof the undersigned, being duly appointed representatives of the United Nations High Commissioner for Refugees and the Government, respectively, have on behalf of the Parties signed this Agreement, in the English and Dari language. For purposes of interpretation and in case of conflict, the English text shall prevail.

Done at Kabul this twenty day of February on two thousand and seven.

For the Office of the United Nations High Commissioner for Refugees:	For the Government of the Islamic Republic of Afghanistan:
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[Signed]

[Signed]

UNHCR Representative in Afghanistan	Minister of Foreign Affairs
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B. TREATIES CONCERNING THE LEGAL STATUS OF INTERGOVERNMENTAL ORGANIZATIONS RELATED TO THE UNITED NATIONS

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

In 2007, the following State acceded to the Convention on the Privileges and Immunities of the Specialized Agencies.**

<i>State</i>	<i>Date of receipt of instrument of accession</i>	<i>Specialized agencies</i>
Georgia	18 July 2007	ILO, FAO, ICAO, UNESCO, IMF, IBRD, WHO, UPU, ITU, WMO, IMO, IFC, IDA, WIPO, IFAD, UNIDO

2. International Labour Organization

Supplementary understanding between ILO and the Government of Myanmar relating to the role of the Liaison Officer with respect to forced labour complaints. 26 February 2007

On 15 February 2007, a supplement to the 2002 “Understanding between the Government of Myanmar and the International Labour Organization” was adopted. This Sup-

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

** For the list of the States parties, see chapter III of *Multilateral Treaties Deposited with the Secretary-General*, available on the website <http://treaties.un.org/Pages/ParticipationStatus.aspx>.

plementary Understanding relates to the role of the Liaison Officer with respect to forced labour complaints channelled through him/her.

SUPPLEMENTARY UNDERSTANDING

In the framework of the Conclusions adopted by the 95th Session of the International Labour Conference (Geneva, June 2006) in order to give full credibility to their commitment to effectively eradicate forced labour, the Government of the Union of Myanmar and the International Labour Organization have agreed to adopt the present Understanding relating to the role of the Liaison Officer with respect to forced labour complaints channelled through him/her, which supplements the “Understanding between the Government of the Union of Myanmar and the International Labour Office concerning the Appointment of an ILO Liaison Officer in Myanmar” (Geneva, 19 March 2002) as follows.

Object

1. In line with the recommendations of the High-Level Team (Report, GB.282/4, 282nd Session, Geneva, November 2001, para. 80) to the effect that victims of forced labour should be able to seek redress in full confidence that no retaliatory action will be taken against them, the object of the present Understanding is to formally offer the possibility to victims of forced labour to channel their complaints through the services of the Liaison Officer to the competent authorities with a view to seeking remedies available under the relevant legislation and in accordance with the Forced Labour Convention No. 29 (1930). This Understanding is without prejudice to other steps to accommodate the requests of the competent supervisory bodies of the ILO.

I. Treatment of complaints of forced labour

2. In accordance with the objective of the appointment of a Liaison Officer, the functions assigned, and the facilities extended to him/her under the March 2002 Understanding, any person or their representative(s) bona fide residing in Myanmar shall have full freedom to submit to the Liaison Officer allegations that the person has been subject to forced labour together with any relevant supporting information.

3. In accordance with his/her role of assisting the authorities to eradicate forced labour, it shall be the task of the Liaison Officer and/or any person that he/she may appoint for that purpose to examine the complaint objectively and confidentially, in the light of any relevant information provided or that he/she may obtain through direct and confidential contact with the complainant(s), their representative(s) and any other relevant person(s), with a view to making a preliminary assessment as to whether the complaint involves a situation of forced labour.

4. The Liaison Officer will then communicate to the relevant Working Group established by the Government of the Union of Myanmar those complaints which he/she considers to involve such a situation of forced labour, together with his/her reasoned opinion, in order for these cases to be expeditiously investigated by the most competent civilian or military authority concerned, as appropriate. In minor cases the Liaison Officer may at the same time provide suggestions on ways in which the case could be settled directly among those concerned.

5. The Liaison Officer shall at all times during and after the treatment of the case have free and confidential access to the complainant(s), their representative(s) and any other relevant person(s) to verify that no retaliatory action has been taken. The Liaison Officer shall be informed by the authorities of any action taken against the perpetrator(s) with its motivation. In the event that penal action is taken he/she will have full freedom to attend any relevant court sittings personally or through a representative, in accordance with law.

6. The Liaison Officer will report through the ILO Director-General to the Governing Body at each of its sessions on the number and type of complaints received and treated under the above provisions as well as their outcome. He/she will provide at the end of the trial period his/her evaluation as to whether the scheme has been able to fulfill its objective, any obstacle experienced, and what possible improvements or other consequences could be drawn from the experience, including its termination. These interim and final reports will be communicated in advance to the authorities for any comments they would like to make.

II. Guarantees and facilities to be accorded to the Office in the discharge of the above responsibilities

7. The facilities and support extended to the Liaison Officer under the March 2002 Understanding and the present Understanding shall include timely freedom to travel for the purpose of establishing the contacts referred to in paragraph 3. While the designated representative of the Working Group may accompany the Liaison Officer, assist him/her at his/her request or otherwise be present in the area he/she is visiting in particular for security reasons, this presence should in no way hinder the performance of his/her functions, nor should the authorities seek to identify or approach the persons he/she has met until such time as he/she has completed his/her task under paragraph 3.

8. The two sides recognize that appropriate steps are to be taken to enable the Liaison Officer or his/her successor to effectively discharge the additional work and responsibilities arising out of this Understanding. The necessary adjustments will be made to the staff capacity available to him/her in a reasonable time, to meet the workload after due consultation.

9. Complaints submitted under the present Understanding shall not be a ground for any form of judicial or retaliatory action against complainant(s), their representative(s) or any other relevant person(s) involved in a complaint, at any time either during the implementation of the arrangements in the present Understanding or after its expiration, whether or not the complaint is upheld.

III. Time frame and trial period

10. The arrangements in the present Understanding shall be implemented on a trial basis over a period of 12 months that may be extended by mutual agreement.

11. It will then, subject to any modification that may appear appropriate and acceptable to both parties, either be consolidated or terminated in the light of the evaluation referred to in part I.

12. During the trial period, in the event that either party fails demonstrably to fulfill its obligations under the March 2002 Understanding or the present Understanding, the other party may terminate the mechanism by giving one month's notice in writing.

IV. *Miscellaneous*

13. The Government of the Union of Myanmar and the International Labour Organization shall give adequate publicity to the present Understanding in the appropriate languages.

For the International Labour Organization	For the Government of the Union of Myanmar
[Signed]	[Signed]
Executive Director	Ambassador/Permanent Representative

3. United Nations Educational, Scientific and Cultural Organization

(a) Agreements concluded for the purpose of holding international conferences

For the purpose of holding international conferences on the territory of member States, UNESCO concluded various agreements that contained the following provisions concerning the legal status of the Organization:

PRIVILEGES AND IMMUNITIES

The Government of [name of the State] shall apply, in all matters relating to this meeting, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations as well as Annex IV thereto to which it has been a party from [date].

In particular, the Government shall not place any restriction on the entry into, sojourn in, and departure from the territory of [name of the State] of all persons, of whatever nationality, entitled to attend the meeting by virtue of a decision of the appropriate authorities of UNESCO and in accordance with the Organization's relevant rules and regulations.

DAMAGE AND ACCIDENTS

As long as the premises reserved for the meeting are at the disposal of UNESCO, the Government of [name of State] shall bear the risk of damage to the premises, facilities and furniture and shall assume and bear all responsibility and liability for accidents that may occur to persons present therein. The [name of State] authorities shall be entitled to adopt appropriate measures to ensure the protection of the participants, particularly against fire and other risks, of the above-mentioned premises, facilities and furniture. The Government of [name of State] may also claim from UNESCO compensation for any damage to persons and property caused by the fault of staff members or agents of the Organization."

**(b) Exchange of notes constituting an Agreement between the Kingdom of Netherlands and the United Nations Educational, Scientific and Cultural Organization (UNESCO) concerning the ITC-UNESCO Centre for Integrated Surveys regarding employment opportunities of members of the families forming part of the household of the officials of UNESCO concerning the ITC-UNESCO Centre for Integrated Surveys.
The Hague, 13 June 2007 and 27 June 2007***

I

DJZ/VE-501/07

The Hague, 13 June 2007

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 (hereinafter [referred] to as ITC-UNESCO) and, with reference to the Agreement 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, the Exchange of Notes of 22 November/ 7 December 2005 between the Government of the Kingdom of the Netherlands and ITC-UNESCO and to discussions between the Ministry and ITC-UNESCO regarding employment opportunities of members of the families forming part of the household of the officials of ITC-UNESCO, has the honour to propose the following in respect of the privileges and immunities of the staff of ITC-UNESCO:

1. Members of the family forming part of the household of all categories of officials in the service of ITC-UNESCO shall be authorised to engage in gainful employment in the Netherlands for the duration of the term of office of the officials concerned.

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

- (a) the spouses or registered partners of officials in the service of ITC-UNESCO;
- (b) children of officials in the service of ITC-UNESCO who are under the age of 18;
- (c) children of officials in the service of ITC-UNESCO who are aged 18 or over, but not older than 27, provided that they formed part of the official's household prior to their first entry into the Netherlands and still form part of this household, and that they are unmarried, financially dependent on the official concerned and are attending fulltime education in the Netherlands;
- (d) children of officials in the service of ITC-UNESCO who are aged 18 or over, but not older than 23; they shall also be recognized as members of the family forming part of the household if they are not studying as long as they are unmarried and financially dependent on the official concerned.

3. Persons mentioned in paragraph 2 who obtain gainful employment shall enjoy no immunity from criminal, civil or administrative jurisdiction with respect to matters arising in the course of or in connection with such employment. However, any measures

* Entered into force 3 July 2007, in accordance with its provisions.

of execution shall be taken without infringing the inviolability of their person or of their residence, if they are entitled to such inviolability.

4. In case of the insolvency of a person aged under 18 with respect to a claim arising out of a gainful employment of that person, the immunity of the official in the service of ITC-UNESCO of whose family the person concerned is a member shall be waived for the purpose of settlement of the claim, in accordance with the provisions of the applicable ITC-UNESCO International Law agreements.

5. The employment referred to in paragraph 1 shall be in accordance with Netherlands legislation, including fiscal and social security legislation, unless any other applicable international legal instrument provides otherwise.

If this proposal is acceptable to ITC-UNESCO, the Ministry proposes that this Note and ITC-UNESCO's affirmative reply to it shall together constitute an Agreement between the Kingdom of the Netherlands and ITC-UNESCO. This Agreement shall enter into force on the date of receipt of ITC-UNESCO's reply by the Ministry.

The Ministry of Foreign Affairs of the Kingdom of the Netherlands avails itself of this opportunity to renew to ITC-UNESCO the assurances of its highest consideration.

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

II

Our ref.: D07.561/MM/ms

Enschede, 27 June 2007

Subject: Employment opportunities for members of the families

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-501/07 of 14[†] June 2007, which reads as follows:

[See note 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 the date of receipt of this reply.

[†] Should read "13".

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.

Ministerie van Buitenlandse Zaken[†]
Treaties Division (DJZ/VE)
Attn. Director
Den Haag

4. International Tribunal for the Law of the Sea

(a) Agreement between the Federal Republic of Germany and the International Tribunal for the Law of the Sea on the occupancy and use of the premises of the International Tribunal for the Law of the Sea in the free and Hanseatic city of Hamburg. Berlin, 18 October 2000*

(ADDITIONAL AGREEMENT IN ACCORDANCE WITH ARTICLE [3] OF
THE HEADQUARTERS AGREEMENT)

The Government of the Federal Republic of Germany and the International Tribunal for the Law of the Sea,

Desiring to conclude an agreement regarding the occupancy and use of the premises of the International Tribunal for the Law of the Sea and in order to regulate the terms under which the premises shall be made available by the Government of the Federal Republic of Germany to the Tribunal as its seat in the Free and Hanseatic City of Hamburg, pursuant to article 1, paragraph 2, of Annex VI to the United Nations Convention on the Law of the Sea of 10 December 1982,

Having regard to the legal personality of the Tribunal and the provisions of the Agreement on the Privileges and Immunities of the International Tribunal for the Law of the Sea, adopted by the Meeting of State Parties to the United Nations Convention on the Law of the Sea on 23 May 1997,

Whereas the Government of the Federal Republic of Germany has agreed to provide, at its own expense, appropriate accommodation for the International Tribunal for the Law of the Sea and to make it available with all necessary facilities as the premises.

Whereas the International Tribunal for the Law of the Sea has accepted the offer of the Government of the Federal Republic of Germany and has agreed to occupy and use the premises,

Whereas the Headquarters Agreement between the Federal Republic of Germany and the International Tribunal for the Law of the Sea (hereinafter referred to as “the Head-

[†] Ministry of Foreign Affairs.

* Entered into force provisionally on 18 October 2000 and definitely on 1 May 2007, in accordance with article 11.

quarters Agreement”) *inter alia* provides for the privileges, immunities and facilities of the Tribunal in the Federal Republic of Germany,

Have agreed as follows:

Article 1. Use of terms

For the purposes of this Agreement:

- (a) “Tribunal” means the International Tribunal for the Law of the Sea;
- (b) “Host country” means the Federal Republic of Germany;
- (c) “Government” means the Government of the Federal Republic of Germany;
- (d) “Competent authorities” means such federal (Bund), Land (state) or local authorities in the Federal Republic of Germany including the “Oberfinanzdirektion” as may be appropriate in the context and in accordance with the laws, regulations and customs of the Federal Republic of Germany, including the laws, regulations and customs of the Land (state) and local authorities involved;
- (e) “Oberfinanzdirektion” means the regional finance directorate responsible for the area of the Free and Hanseatic City of Hamburg;
- (f) “Parties” means the parties to this Agreement;
- (g) “Headquarters Agreement” means the Agreement concluded between the Government and the Tribunal regarding the Headquarters of the Tribunal;
- (h) “Headquarters district” comprises the area with the buildings upon it of the premises of the Tribunal as described in Annex 1;
- (i) “premises” means the property of the Federal Republic of Germany comprising the buildings, installations, equipment, fittings and all other facilities, as well as the surrounding grounds on the site located on the street “Am International en Seegerichtshof” in the Free and Hanseatic City of Hamburg, as described in Annex 1;
- (j) “installations” means all immovable fixtures, such as machinery, utility and communication lines, drainage systems and all other systems and facilities which are permanently attached to the premises;
- (k) “fittings” means any item which, though removable, is considered to be a permanent part of the premises, such as specially fitted or built-in furniture, lamps and video screens;
- (l) “equipment” means any movable item which is provided as accessory to the premises and which is neither permanently fixed nor specially fitted for the premises, such as telephones, fax machines, furniture, kitchen equipment and table-ware.

Article 2. Purposes and scope of the agreement

This Agreement establishes the terms and conditions under which the premises together with the installations, equipment, fittings and all other facilities therein which are required for the effective functioning of the Tribunal are made available by the Government to the Tribunal and are occupied and used by the Tribunal.

* Not reproduced herein.

Article 3. Transfer and use of the premises

1. The Government hereby agrees to transfer the premises permanently to the Tribunal, free of rent, with the right to occupy and use the premises as the Headquarters of the Tribunal for the purpose of and in accordance with the Headquarters Agreement and this Agreement. Without prejudice to the foregoing, the premises shall remain the property of the Federal Republic of Germany.

2. The Tribunal shall have the right to enjoy the premises peaceably and quietly, without undue interruptions and disturbances, for the conduct of its activities including any ancillary activities it may decide to carry out.

3. The Government shall make every effort to ensure that the use of the vicinity of the premises shall not adversely affect the usefulness of the premises to the Tribunal.

4. The Tribunal may, with due notice to the Government, allow third parties use of the premises or parts of the premises, free of rent, but, if required, against compensation for expenses incurred, for the purpose of meetings, conferences, consultations, deliberations or any other activities related to the functions or interests of the Tribunal. In respect of the obligations of the Tribunal under this Agreement any such activities shall be deemed to be activities of the Tribunal.

5. The Government undertakes to ensure that the buildings are properly constructed and equipped for occupancy and use for the purposes of the Tribunal and that the buildings, installations and fittings are erected in compliance with the building regulations and standards that are legally binding in the host country.

6. The Government shall make the premises available to the Tribunal safe, fit and ready for use and occupancy on 6 November 2000. On this date, the Government shall transfer the possession of the premises to the Tribunal. The responsibilities of each of the Parties for the operation, maintenance and repair of the premises under article 4, shall take effect from the date of the transfer of the possession of the premises.

7. An inventory of the equipment, fittings and any other movable facilities provided with the building to the Tribunal shall be drawn up by the Government at least 30 days prior to the date specified in paragraph 6 and will be confirmed by the Tribunal within 30 days following the move into the premises by the Tribunal.

Article 4. Operation, maintenance, repair and alteration of the premises

1. The Tribunal shall maintain the premises in good repair and tenantable condition. In this respect, it shall be responsible, at its own expense, for the orderly operation and adequate maintenance of the premises including installations and fittings. Adequate maintenance shall include regular inspection and servicing of installations and fittings as well as upkeep of the buildings and care of the grounds. The Tribunal shall also be responsible for replacement or repair of buildings or parts of buildings, installations and fittings as a result of faulty operation or inadequate maintenance. In respect of all other repairs of the premises including installations and fittings, particularly those arising from wear and tear, the Tribunal will be responsible for minor repairs. A detailed description of the

responsibilities of the Tribunal in respect of operation and maintenance as well as repairs is set out in Annex 2.*

2. The Tribunal undertakes to secure the services of one or more providers of facility management to carry out the operation and maintenance of the premises in accordance with this article. When so requested, the Oberfinanzdirektion shall assist the Tribunal in the selection of the providers of facility management services. The Tribunal will notify the Government as to which of the services specified in Annex 2 will be carried out by external operators. All other services will be carried out by the Tribunal.

3. The host country shall be responsible, at its own expense, for major repairs as specified in Annex 2. This includes in particular measures necessary to preserve the substance of the buildings, installations and fittings thereon (“in Dach und Fach”) and to eliminate possible construction defects in the buildings. In addition, it shall be responsible for any necessary restoration or reconstruction of the premises in accordance with article 7. The Tribunal shall report any necessary measures that are the responsibility of the host country to the Government, which shall take prompt and effective action in response.

4. The Tribunal may, with notice to the competent authorities, at its own expense, make alterations, attach fittings, add installations and erect additions on the premises for its own purposes. In any case involving structural alterations of the buildings or additions to be erected on the premises, the Tribunal shall obtain the prior consent of the Government and take into account the building regulations applicable in the Free and Hanseatic City of Hamburg to the extent feasible and subject to their applicability in the Headquarters district in accordance with article 4, paragraph 2, of the Headquarters Agreement.

5. In order to ensure the timely filing of warranty claims which may arise against a construction company or architect involved in the construction and renovation of the buildings, installations and fittings, the Tribunal shall inform the Government as soon as possible of any defects which may possibly give rise to warranty claims.

6. To the extent to which the host country furnishes the Tribunal with equipment for its use, the Tribunal shall be responsible, at its own expense, for any servicing measure, repair or replacement of such equipment which the Tribunal may consider to be necessary or appropriate according to its own requirements. In respect of such equipment the Government shall secure the transfer of any warranty rights to the Tribunal or shall authorize the Tribunal to secure servicing or repairs of the equipment warranted by the producers or suppliers of such equipment. The Government will make available to the Tribunal all information necessary to file such warranty claims.

7. Within one year from the date specified in article 3, paragraph 6, the Tribunal will notify the competent authorities of any conditions of the premises that do not conform to the requirements in article 3, paragraph 5. The Government shall take prompt and effective action to ensure that these requirements are met and that any necessary repairs or replacements are undertaken within a reasonable time.

Article 5. Public services for the premises

At the request of the Registrar of the Tribunal, the Oberfinanzdirektion shall use its good offices to cause the providers of public services to:

* Not reproduced herein.

(a) install and maintain, on fair conditions, the public services needed by the Tribunal, such as, but not limited to, postal, telephone, telegraph, facsimile and data communication services, electricity, water, gas, sewerage, collection of waste, fire protection and public (local) transportation;

(b) extend to the Tribunal, in respect of utilities and services referred to in subparagraph (a), rates not less favourable than the rates accorded to essential agencies and organs of the Government on the territory of the Free and Hanseatic City of Hamburg.

Article 6. Access to the premises

Without prejudice to article [5] of the Headquarters Agreement, upon request, with due notice given and subject to the prior approval of the Registrar of the Tribunal, duly authorized representatives of the competent authorities may enter the premises in order to inspect the premises for the purposes of maintenance, under conditions which shall not unreasonably disturb the carrying out of the functions of the Tribunal.

Article 7. Damage to or destruction of the premises

1. Subject to article 4, the Tribunal shall not be responsible for restoration or reconstruction of the premises including buildings, installations and fittings in case of damage or destruction by the elements, fire or other causes.

2. Should the premises, including buildings, installations and fittings, be damaged by the elements, fire or other causes the Government shall, in case of partial damage to the premises, restore the damaged part of the premises within a reasonable time. In the event that the premises are totally destroyed or otherwise rendered unfit for the use of the Tribunal, the Government shall make other suitable premises available to the Tribunal.

Article 8. Vacation of the premises

In the event that the Tribunal vacates the premises, it shall surrender the premises to the host country in as good a condition as when taken, except for reasonable wear and tear and damage by the elements, fire or other causes. The Tribunal shall not be required to restore the premises to the shape and state existent prior to any changes or additions that may have been executed in accordance with article 4, paragraph 4. The Tribunal shall not be required to replace or repair any equipment which is not a permanent fixture of the buildings and which will be provided by the host country with the premises.

Article 9. Consultations

1. Representatives of the Government and representatives of the Tribunal shall meet at the request of either party to resolve by mutual agreement any problems that may have been found to exist with respect to the application of this Agreement in order to find an appropriate solution with a view to securing the effective functioning of the Tribunal.

2. Three years after the entry into force of this Agreement or upon request of either party, representatives of the Government and representatives of the Tribunal shall meet to review the application of article 4 and Annex 2.

Article 10. Settlement of disputes

Any dispute between the Government and the Tribunal concerning the interpretation or application of this Agreement shall be settled in accordance with article [34] of the Headquarters Agreement.

Article 11. General provisions

1. This Agreement may be amended by agreement between the Government and the Tribunal, at any time, at the request of either Party.

2. After being signed by the Parties, this Agreement shall enter into force on the same day as the Headquarters Agreement. It shall be applied provisionally as from the date of signature.

3. The attached Annexes 1 and 2 are an integral part of this Agreement.

Done at Berlin, on 18 October 2000, in duplicate in the German, English and French languages, all texts being equally authentic.

For the Government of the Federal
Republic of Germany:

[Signed]

For the International Tribunal for the
Law of the Sea:

[Signed]

(b) Agreement between the Federal Republic of Germany and the International Tribunal for the Law of the Sea regarding the Headquarters of the Tribunal. Berlin, 14 December 2004*

The Federal Republic of Germany and the International Tribunal for the Law of the Sea,

Having regard to Annex VI to the United Nations Convention on the Law of the Sea which provides that the seat of the International Tribunal for the Law of the Sea shall be in the Free and Hanseatic City of Hamburg in the Federal Republic of Germany,

Having regard to the legal personality of the Tribunal and to the provisions of the Agreement on the Privileges and Immunities of the International Tribunal for the Law of the Sea, adopted by the Meeting of States Parties to the United Nations Convention on the Law of the Sea on 23 May 1997,

Recognizing that the Tribunal should enjoy such legal capacity, privileges and immunities as are necessary for the exercise of its functions,

Recalling that the Statute of the Tribunal provides, in article 10, that the Members of the Tribunal, when engaged on the business of the Tribunal, shall enjoy diplomatic privileges and immunities,

Have agreed as follows:

Article 1. Use of terms

For the purposes of this Agreement:

* Entered into force on 1 May 2007, in accordance with article 35.

(a) “Convention” means the United Nations Convention on the Law of the Sea, concluded at Montego Bay, Jamaica on 10 December 1982 and the Agreement relating to the implementation of Part XI of the United Nations Convention on the Law of the Sea, done at New York on 28 July 1994;

(b) “Statute” means the Statute of the International Tribunal for the Law of the Sea, Annex VI to the Convention;

(c) “Rules” means the Rules of the International Tribunal for the Law of the Sea;

(d) “General Agreement” means the Agreement on the Privileges and Immunities of the International Tribunal for the Law of the Sea adopted by the Meeting of States Parties to the Convention on 23 May 1997;

(e) “States Parties” shall have the same meaning as that given in article 1 of the Convention;

(f) “Tribunal” means the International Tribunal for the Law of the Sea;

(g) “host country” means the Federal Republic of Germany;

(h) “Government” means the Government of the Federal Republic of Germany;

(i) “competent authorities” means such federal (Bund), Land (state), or local authorities in the Federal Republic of Germany as may be appropriate in the context and in accordance with the laws, regulations and customs of the Federal Republic of Germany, including the laws, regulations and customs of the Land (state) and local authorities involved;

(j) “Member” means an elected member of the Tribunal, as referred to in article 2 of the Statute, or a person chosen under article 17 of the Statute for the purposes of a particular case, while such person is exercising his or her functions;

(k) “officials of the Tribunal” means the members of the staff of the Registry of the Tribunal;

(l) “expert” means a person called at the instance of a party to a dispute or at the instance of the Tribunal to present testimony in the form of expert opinions, based on special knowledge, skills, experience or training;

(m) “expert appointed under article 289 of the Convention” means a person appointed in accordance with that article to sit with the Tribunal;

(n) “Headquarters district” means the area defined in article 3 of this Agreement;

(o) “international organization” means an intergovernmental organization.

Article 2. Juridical personality of the Tribunal

In accordance with its juridical personality the Tribunal has, in particular, the capacity:

(a) to contract;

(b) to acquire and dispose of movable and immovable property;

(c) to institute legal proceedings.

Article 3. The Headquarters district

1. The seat of the Tribunal shall be the Headquarters district, which shall comprise:

(a) the area with the buildings upon it of the permanent premises of the Tribunal on the site located on the street “Am Internationalen Seegerichtshof” in the Free and Hanseatic City of Hamburg as defined in the Agreement between the Government of the Federal Republic of Germany and the International Tribunal for the Law of the Sea on the Occupancy and Use of the Premises of the International Tribunal for the Law of the Sea in the Free and Hanseatic City of Hamburg (hereinafter “Additional Agreement”); and

(b) any other lands, buildings or part of buildings which may from time to time be included therein by supplementary agreement between the Government and the Tribunal.

2. The area with the buildings referred to in paragraph 1 (a), together with the installations, equipment, fittings and all other facilities therein which are required for the effective functioning of the Tribunal, shall be made available to it in accordance with the Additional Agreement.

Article 4. Law and authority in the Headquarters district

1. The Headquarters district shall be under the control and authority of the Tribunal, in accordance with this Agreement.

2. The Tribunal shall have the power to make regulations operative throughout the Headquarters district for the purpose of establishing therein the conditions in all respects necessary for the full execution of its functions. The Tribunal shall promptly inform the competent authorities of regulations thus enacted in accordance with this paragraph. No law or regulation of the host country which is inconsistent with a regulation of the Tribunal authorized by this paragraph shall, to the extent of such inconsistency, be applicable within the Headquarters district.

3. Any dispute between the host country and the Tribunal as to whether a regulation of the Tribunal is authorized by paragraph 2, or as to whether a law or regulation of the host country is inconsistent with any regulation of the Tribunal authorized by paragraph 2, shall be promptly settled by the procedure set out in article 33. Pending such settlement, the regulation of the Tribunal shall apply and the law or regulation of the host country shall not apply in the Headquarters district to the extent that the Tribunal claims it to be inconsistent with the regulation of the Tribunal.

4. Except as otherwise provided in this Agreement or in the General Agreement, and subject to the provisions of paragraph 2, the laws and regulations of the host country shall apply in the Headquarters district.

5. Except as otherwise provided in this Agreement or in the General Agreement, the courts or other competent authorities of the host country shall have jurisdiction, as provided in applicable laws, over acts done and transactions taking place in the Headquarters district.

6. The courts or other competent authorities, when dealing with cases arising out of or relating to acts done or transactions taking place in the Headquarters district, shall take into account the regulations enacted by the Tribunal under this article.

Article 5. Inviolability of the Headquarters district

1. The Headquarters district shall be inviolable. No officer or official of the host country or other person exercising any public authority within the host country shall enter

the Headquarters district to discharge any official duty except upon the express consent of or at the request of the Registrar of the Tribunal and in accordance with conditions approved by the President of the Tribunal.

2. Judicial actions and the service or execution of legal process, including the seizure of private property, cannot be enforced in the Headquarters district except with the consent of and in accordance with conditions approved by the President of the Tribunal.

3. In case of fire or other emergency requiring prompt protective action, or in the event that the competent authorities have reasonable cause to believe that such an emergency has occurred or is about to occur in the Headquarters district, the consent of the Registrar of the Tribunal to any necessary entry of the Headquarters district shall be presumed if the Registrar cannot be reached in time.

4. Subject to paragraphs 1 and 3, the competent authorities shall take the necessary action to protect the premises of the Tribunal against fire or other emergency.

5. Without prejudice to the Convention, this Agreement and the General Agreement, the Tribunal shall not allow the Headquarters district to become a refuge from justice for persons against whom a penal judgment had been made or who are pursued *flagrante delicto*, or against whom a warrant of arrest or an order of extradition, expulsion or deportation has been issued by the competent authorities.

6. Subject to paragraphs 1 and 2, nothing in this article shall preclude the official delivery by the postal service to the Headquarters district of letters and documents.

7. The Tribunal may expel or exclude persons from the Headquarters district either for violation of its regulations adopted under article 4 or for any other reason.

Article 6. Vicinity of the Headquarters district

1. The competent authorities shall take all reasonable measures to ensure that the amenities of the Headquarters district are not impaired and that the use for which the Headquarters district is intended is not obstructed by the use made of the land and buildings in the vicinity of the Headquarters district.

2. The Tribunal shall ensure that the Headquarters district is not used for purposes other than those for which it is intended and shall take all reasonable measures to ensure that the land and buildings in its vicinity are not unreasonably obstructed.

Article 7. Protection of the Headquarters district

1. The competent authorities shall take whatever measures may be necessary to ensure that the Tribunal shall not be dispossessed of all or any part of the Headquarters district without the express consent of the Tribunal.

2. The Government shall protect the premises of the Tribunal against unauthorized entry or damage of any kind and take appropriate measures to prevent any disturbance of the peace or impairment of the dignity and proper functioning of the Tribunal due to disturbances of public security or order in the Headquarters district or the immediate vicinity thereof.

3. The competent authorities shall provide the police or security forces necessary for the preservation of law and order in the Headquarters district and the removal therefrom of persons, if so requested by the Registrar of the Tribunal.

Article 8. Immunity of the Tribunal, its property, assets and funds

1. The Tribunal shall enjoy immunity from legal process, except insofar as in any particular case it has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

2. The property, assets and funds of the Tribunal, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, seizure, expropriation or any other form of interference, whether by executive, administrative, judicial or legislative enforcement action.

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

4. The Tribunal shall have insurance coverage against third-party risks in respect of vehicles owned or operated by it, pursuant to the laws and regulations of the host country.

Article 9. Archives

The archives of the Tribunal, and all documents belonging to it or held by it, shall be inviolable at all times and wherever they may be located in the host country. The location of the archives and any documents shall be made known to the competent authorities if it is at a place other than in the Headquarters district.

Article 10. Public services in the Headquarters district

1. At the request of a duly authorized official of the Tribunal, the competent authorities shall do their utmost to ensure or assist, as appropriate, the provision on equitable terms of the public services needed by the Tribunal such as postal, telephone, telegraph, fax communications and on-line services, electricity, water, gas, sewerage, waste collection, fire protection, local transportation and cleaning of public streets.

2. In the event of interruption or threatened interruption of any such services, the competent authorities shall consider the needs of the Tribunal as being of equal importance with the needs of the essential agencies and organs of the Government and of the constitutional organs of the Free and Hanseatic City of Hamburg and will take steps accordingly to ensure that the work of the Tribunal is not impaired.

3. Upon request of the competent authorities, the Registrar of the Tribunal shall make suitable arrangements to enable duly authorized representatives of the appropriate public services to inspect, repair, maintain, reconstruct and relocate utilities, conduits, mains and sewers within the Headquarters district under conditions which shall not unreasonably disturb the carrying out of the functions of the Tribunal. Underground constructions may be undertaken by the competent authorities within the Headquarters district only after consultation with the Registrar of the Tribunal and under conditions which shall not disturb the carrying out of the functions of the Tribunal.

4. In cases where gas, electricity or water are supplied by the competent authorities or where the prices thereof are under their control, the Tribunal shall be supplied at rates

which shall not exceed the lowest comparable rates accorded to the federal or local governmental or administrative authorities.

Article 11. Communications

1. The Tribunal shall enjoy, as far as compatible with the international treaties, regulations and arrangements to which the host country is a party, for its official communications treatment not less favourable than that accorded by the host country to federal and local authorities or to international organizations and diplomatic missions, in the matter of priorities and rates for mail, cables, telegrams, radiograms, telex, facsimile, telephotos, television, telephone and other forms of communications as well as rates for information to press and radio.

2. The competent authorities shall ensure the inviolability of all communications and correspondence directed to the Tribunal, its Members or officials in the Headquarters district, as well as all outgoing communications and correspondence of the Tribunal and its Members or officials, by whatever means or in whatever form transmitted. Such inviolability shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, films and sound or videotape recordings.

3. The Tribunal shall have the right to use codes and cipher and to dispatch and receive correspondence and other materials or communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

4. If so requested by a duly authorized official of the Tribunal, the competent authorities shall provide for the official purposes of the Tribunal appropriate radio and other telecommunications facilities. These facilities may be specified by supplementary agreement between the Tribunal and the competent authorities.

5. Subject to the necessary authorization by the Meeting of States Parties and with the agreement of the Government as may be included in a supplementary agreement, the Tribunal may also establish and operate at the Headquarters district:

(a) its own short-wave sending and receiving radio broadcasting facilities (including emergency link equipment) which may be used on the same frequencies (within the tolerance prescribed for the broadcasting service by applicable regulations of the host country) for radiograph, radiotelephone and similar services;

(b) such other radio facilities as may be specified by supplementary agreement between the Tribunal and the competent authorities.

6. The Tribunal shall have the right to publish and broadcast freely and without restriction within the host country for purposes in conformity with the Convention and the Statute.

Article 12. Flag and emblem

The Tribunal shall be entitled to display its flag and emblem in the Headquarters district and on vehicles used for official purposes.

Article 13. Social security

1. Due to the fact that officials of the Tribunal are subject to regulations consistent with the United Nations Staff Regulations and Rules, including Article VI thereof, which establishes a comprehensive social security scheme, the Tribunal, the Registrar and other officials of the Tribunal, irrespective of nationality, shall be exempt from the laws of the host country on mandatory coverage by and compulsory contributions to the social security schemes of the host country during their employment with the Tribunal. This shall also apply insofar as another system of social security operated by the Tribunal or a system joined by the Tribunal provides for corresponding benefits.

2. The provisions of paragraph 1 shall not preclude voluntary participation by the Members and officials of the Tribunal in any social security scheme in the host country to the extent that such voluntary participation is permitted by the laws of the host country.

Article 14. Work permits for family members

Work permits for taking up gainful employment are granted to family members of Members, who have their residence or are normally staying in the host country, and of officials of the Tribunal. Family members within the meaning of the first sentence include the spouse as well as the children forming part of the household who are under 21 years of age or economically dependent.

Article 15. Exemption from taxes, customs duties and import or export restrictions

1. The Tribunal, its assets, income and other property, and its operations and transactions shall be exempt from all direct taxes in the host country. It is understood, however, that the Tribunal shall not claim exemption from taxes which are no more than charges for public utility services. The motor vehicles belonging to or operated by the Tribunal shall, upon notification, be exempted from motor vehicle tax.

2. The Tribunal shall be exempt from all customs duties, import turnover taxes, prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Tribunal for its official use. Goods imported or purchased under such an exemption shall not be sold or otherwise disposed of in the territory of the host country, except under conditions agreed with the competent authorities. The Tribunal shall also be exempt from all customs duties, import turnover taxes, prohibitions and restrictions on imports and exports in respect of its publications.

3. The Tribunal shall be exempt from all indirect taxes including insurance tax as well as value added tax/turnover tax (Umsatzsteuer) and excise duties which form part of the price of important purchases intended for the official use of the Tribunal. However, exemption from mineral oil tax included in the price of petrol, diesel and heating oil and value added tax/turnover tax (Umsatzsteuer) shall take the form of a refund of these taxes to the Tribunal under the conditions to be agreed upon between the Government and the Tribunal. It is understood, however, that the Tribunal shall not claim exemption from taxes and duties which are no more than charges for public utility services. Goods purchased under an exemption or reimbursement shall not be sold or otherwise disposed of, except in accordance with the conditions agreed upon between the Government and the Tribunal.

Article 16. Funds and freedom from currency restrictions

1. Without being restricted by financial controls, regulations or moratoria of any land, whilst carrying out its activities:

(a) the Tribunal may receive and hold funds, gold, securities or currency of any kind and operate accounts in any currency;

(b) the Tribunal shall be free to transfer its funds, gold, securities or currency from one country to another or within any country and to convert any currency held by it into any other currency;

(c) the Tribunal may receive, hold, negotiate, transfer, convert or otherwise deal with bonds and other financial securities.

2. in exercising its rights under paragraph 1, the Tribunal shall pay due regard to any representations made by the competent authorities insofar as it is considered that effect can be given to such representations without detriment to the interests of the Tribunal.

Article 17. Privileges, immunities, facilities and prerogatives

The privileges, immunities, facilities and prerogatives of the individuals referred to in articles 18 to 22 are granted in the interests of the administration of justice by the Tribunal in order to safeguard the independent performance of their official functions and not for the personal benefit of the individuals themselves.

Article 18. Privileges and immunities for the members and officials of the Tribunal

1. Subject to the provisions of this Agreement and without prejudice to the provisions of article 19, the privileges and immunities to be accorded to the Members and officials of the Tribunal within the territory of the host country shall be consistent with those accorded to diplomatic agents in accordance with the Vienna Convention on Diplomatic Relations of 18 April 1961 and shall in particular be as follows:

(a) the Members and the Registrar of the Tribunal, or any official acting as Registrar during his or her absence from duty, shall enjoy the same privileges, immunities, facilities and prerogatives as are accorded by the host country to the heads of diplomatic missions accredited to the host country;

(b) the officials of the Tribunal of P-5 level and above shall enjoy the same privileges, immunities, facilities and prerogatives as are accorded by the host country to members of comparable rank of the diplomatic staff of missions established in the host country;

(c) the other officials of the Tribunal shall enjoy the same privileges, immunities and facilities as are accorded by the host country to members of comparable rank of diplomatic missions established in the host country;

(d) the spouses and dependent relatives forming part of the household of the Members, the Registrar of the Tribunal and the other officials of the Tribunal shall receive the same treatment as is accorded by the host country to spouses and dependent relatives forming part of the household of members of comparable rank of diplomatic missions established in the host country.

2. The Members shall enjoy the treatment provided for in this article even after expiry of their terms of office, if they continue to exercise their functions.

3. In order to secure complete freedom of speech and complete independence in the discharge of their duties, the Members and officials of the Tribunal shall continue to enjoy immunity from legal process in respect of words spoken and written and all acts done by them in the discharge of their duties even when they are no longer engaged in the business of the Tribunal.

4. Members and officials of the Tribunal shall be given, together with their spouses and dependent relatives forming part of their household, the same repatriation facilities in time of international crises as diplomatic agents are given under the Vienna Convention on Diplomatic Relations of 18 April 1961 and international law.

5. The Members and officials of the Tribunal shall have insurance coverage against third-party risks in respect of vehicles owned or operated by them pursuant to the laws and regulations of the host country.

6. The Government undertakes to issue visas and residence permits, where required, to household employees of Members, of the Registrar or other officials of the Tribunal as speedily as possible; no work permit will be required in such cases.

7. The Members and officials of the Tribunal, together with their spouses and dependent relatives forming part of their households, shall be exempt from national service obligations and alien registration.

8. The officials of the Tribunal shall be accorded the same privileges in respect of exchange facilities as are accorded to the officials of comparable rank forming part of diplomatic missions established in the host country.

9. The names of the Members, the Registrar and the Deputy Registrar of the Tribunal shall be included in the Diplomatic list.

10. The provisions of this article shall be applicable irrespective of the relations existing between the Government of the country of which such an individual is a national and the host country.

Article 19. Privileges and exemptions with regard to taxes and duties for the members and officials of the Tribunal

The Members and officials of the Tribunal shall enjoy the following privileges and exemptions with regard to taxes, duties and customs duties within the territory of the host country:

(a) the Members and the Registrar of the Tribunal, or any official acting as Registrar during his or her absence from duty, shall enjoy the same privileges and exemptions as are accorded by the host country to the heads of diplomatic missions accredited to the host country;

(b) the officials of the Tribunal of P-5 level and above shall enjoy the same privileges and exemptions as are accorded by the host country to members of comparable rank of the diplomatic staff of missions established in the host country;

(c) the Members and the officials of the Tribunal, irrespective of their ranking, shall enjoy exemption from taxation on the salaries and emoluments paid to them by the Tribunal;

(d) the spouses and dependent relatives forming part of the household of a Member or the Registrar of the Tribunal or of officials of the Tribunal of P-5 level and above, shall enjoy the same privileges and exemptions as are accorded to spouses and dependent relatives forming part of the household of diplomatic agents of comparable rank of diplomatic missions established in the host country;

(e) the officials of the Tribunal shall have the right to import free of duty their furniture and effects at the time of first taking up their post in the host country.

Article 20. Experts appointed under article 289 of the Convention

The privileges, immunities, facilities and prerogatives accorded to Members, their spouses and dependent relatives forming part of their household and domestic staff, in accordance with articles 18 and 19, shall apply *mutatis mutandis* to experts appointed under article 289 of the Convention in the discharge of their duties and to their spouses and dependent relatives forming part of their household and domestic staff while such experts are exercising their functions. The provisions of article 18, paragraph 3, shall apply *mutatis mutandis* to experts appointed under article 289 of the Convention even when they are no longer engaged in the business of the Tribunal.

Article 21. Agents representing parties, counsel and advocates designated to appear before the Tribunal

1. Agents representing parties to proceedings before the Tribunal as well as counsel and advocates appearing before it shall, without prejudice to paragraph 2, be accorded the privileges, immunities and facilities necessary for the independent exercise of their duties during their journey to and from the Headquarters district, and while exercising their functions. They shall be accorded:

(a) immunity from any form of personal arrest, search or detention and from seizure of their personal baggage;

(b) exemption from inspection of personal baggage, unless there are serious grounds for believing that the baggage contains articles not for personal use or articles the import or export of which is prohibited by the law or controlled by the quarantine regulations of the host country. An inspection in such a case shall be conducted in the presence of the agent, counsel or advocate concerned;

(c) immunity from legal process of every kind in respect of words spoken and written and all acts done by them while discharging their duties as representatives of parties before the Tribunal, which immunity shall continue even after they have ceased to exercise their functions;

(d) inviolability of documents and papers;

(e) the right to receive papers or correspondence by courier or in sealed bags;

(f) exemption in respect of themselves and their spouses from immigration restrictions or alien registration;

(g) the same facilities in respect of their personal baggage and in respect of currency or exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;

(h) the same repatriation facilities in time of international crises as are accorded to diplomatic agents under the Vienna Convention on Diplomatic Relations of 18 April 1961 and international law.

2. The representatives of States and States Parties who may be agents, counsel or advocates appearing before the Tribunal shall, notwithstanding anything to the contrary in paragraph 1, enjoy the privileges, immunities, facilities and prerogatives which, in accordance with the Vienna Convention on Diplomatic Relations of 18 April 1961 and international law, are accorded to diplomatic agents.

3. For the purposes of paragraph 1, parties to proceedings before the Tribunal shall include States other than States Parties, entities other than States, the International Seabed Authority, natural and juridical persons and sponsoring States or entities representing parties to proceedings in accordance with article 190 of the Convention.

4. The provisions of paragraphs 1 and 2 shall be applicable irrespective of the relations existing between the Government of which such an individual is a national and the host country.

5. Upon receipt of notification from parties to proceedings before the Tribunal as to the appointment of an agent, counsel or advocate, a certification of the status of such representative shall be provided under the signature of the Registrar of the Tribunal and limited to a period reasonably required for the proceedings.

6. The Registrar of the Tribunal shall notify the competent authorities of the appointment of agents, counsel or advocates of parties, indicating the prospective period for which their presence in and travel within the host country will be required.

7. The competent authorities shall accord the privileges, immunities, facilities and prerogatives to agents, counsel and advocates provided in this article upon production of the certification referred to in paragraph 5.

Article 22. Witnesses, experts and persons performing missions

1. Witnesses, experts and persons performing missions by order of the Tribunal shall be accorded the privileges, immunities and facilities necessary for the independent exercise of their functions, while on mission and during their journey to and from the Headquarters district. In particular, they shall be accorded the privileges, immunities and facilities accorded to agents, counsel and advocates under article 21, paragraph 1, subparagraphs (a) to (h), provided that a witness, expert or person performing missions who is a diplomatic agent of a State or a State Party shall be accorded the same treatment accorded to agents, counsel or advocates who are diplomatic agents under article 21, paragraph 2.

2. The federal (Bund), Land (state) or local authorities of the host country shall not impose any impediment to the transit to and from the Headquarters district of persons invited to the Headquarters district by the Tribunal on official business. The competent authorities shall afford any necessary protection to such persons while in transit to or from the Headquarters district. Such persons shall *mutatis mutandis* enjoy the privileges, immunities and facilities accorded to persons performing official missions for the Tribunal in accordance with this article.

3. The provisions of this article shall be applicable irrespective of the relations existing between the Government of which such an individual is a national and the host country.

Article 23. Nationals and permanent residents of the host country

Persons referred to in articles 18 to 22 shall not enjoy the privileges and immunities provided therein if they are German nationals or have their permanent residence in Germany, with the exception of:

- (a) the exemption from social security provisions provided that they are subject to the social security law of their home State or they participate in a voluntary insurance scheme with adequate benefits;
- (b) the exemption from taxation on the salaries and emoluments paid to them by the Tribunal; and
- (c) the immunity from legal process in respect of words spoken or written and all acts done by them in discharging their duties, which immunity shall continue even after the persons have ceased to exercise their functions.

Article 24. Waiver

1. A State which is a party to proceedings before the Tribunal not only has the right but is under a duty to waive the immunity of agents, counsel and advocates representing or designated by it and of witnesses, experts and persons performing missions referred to in article 22 who are diplomatic agents of the State concerned, in any case where in the opinion of the State concerned the immunity would impede the course of justice and can be waived without prejudice to the administration of justice by the Tribunal and the purpose for which the immunity is accorded.

2. The right and the duty to waive the immunity of agents, counsel and advocates, representing or designated by an entity other than a State shall lie with the Tribunal, after hearing the individual concerned, where, in its opinion, the immunity is not directly related to or incidental to the performance of official functions and would impede the course of justice and it can be waived without prejudice to the administration of justice by the Tribunal and the purpose for which the immunity is accorded.

3. The right and the duty to waive the immunity of witnesses, experts and persons performing missions referred to in article 22, who are not diplomatic agents, shall lie with the Tribunal, after hearing the individual concerned, where, in its opinion, the immunity is not directly related to or incidental to the performance of official functions and would impede the course of justice and it can be waived without prejudice to the administration of justice by the Tribunal and the purpose for which the immunity is accorded.

4. The right and the duty to waive the immunity of the Registrar, or the Deputy Registrar or any other official of the Tribunal, when acting as Registrar, or experts appointed under article 289 of the Convention, and members of their households shall lie with the Tribunal, after hearing the individual concerned, where, in its opinion, the immunity is not directly related to or incidental to the performance of official functions and would impede the course of justice and it can be waived without prejudice to the administration of justice by the Tribunal and the purpose for which the immunity is accorded.

5. The right and the duty to waive the immunity of other officials of the Tribunal and members of their households shall lie with the Registrar of the Tribunal, with the approval of the President of the Tribunal, and after hearing the individual concerned, where, in the Registrar's opinion, the immunity is not directly related to or incidental to

the performance of official functions and would impede the course of justice and it can be waived without prejudice to the administration of justice by the Tribunal and the purpose for which the immunity is accorded.

Article 25. Laissez-passer, identity cards and notification

1. The Government shall recognise and accept the United Nations *laissez-passer* issued to Members, officials of the Tribunal and experts appointed under article 289 of the Convention as a valid travel document.

2. Persons referred to in articles 18 to 22 who do not present a United Nations *laissez-passer* shall be immune from immigration restrictions provided that they produce either a valid travel document with an entry visa and evidence of their official capacity or a valid travel document and the competent authorities are notified of their arrival by the Tribunal.

3. The Registrar of the Tribunal shall, on behalf of the Tribunal, furnish persons referred to in articles 20 to 22 with an identity card stating the name, date and place of birth and the number of passport or number of national identity card and bearing a photograph and signature of the person concerned. This identity card shall serve to identify the holder and his official capacity in relation to the Tribunal, to the competent authorities. In the case of a stateless person, the travel documents issued by a State will for the purpose of this paragraph be treated as a passport or a national identity card.

4. The Registrar of the Tribunal shall notify the competent authorities when any person mentioned in article 18 takes up or relinquishes duties, and shall periodically send the competent authorities a list of all such persons with information as to the name, date and place of birth, nationality, home address, functions with the Tribunal and the anticipated duration of service.

5. The Registrar of the Tribunal shall notify the competent authorities of the nomination of agents, counsel and advocates referred to in article 21. When attendance before the Tribunal by a person referred to in article 21 or article 22 is required, the Registrar of the Tribunal shall notify the competent authorities immediately. This information shall state the name, date and place of birth and home address of the person concerned as well as the functions of the person before the Tribunal and the anticipated duration of the functions.

Article 26. Entry, transit and sojourn in the host country

1. The competent authorities shall take all necessary measures to facilitate the entry into and sojourn in the host country, and shall place no impediment in the way of departure from the host country, of the persons referred to in articles 18 to 22 and also ensure them the necessary protection. The competent authorities shall ensure that no impediment is placed in the way of their transit to or from the Headquarters seat and shall afford them the necessary protection.

2. Paragraph 1 shall not apply in the case of general interruptions of transportation, and shall not impair the effectiveness of generally applicable laws relating to the operation of means of transportation.

3. Visas which may be required by persons referred to in articles 18 to 22 shall be granted without charge and as promptly as possible.

4. Applications for visas (where required) from the Members and the Registrar of the Tribunal should be dealt with as speedily as possible. All other holders of United Nations *laissez-passer* should receive the same facilities when their applications for visas are accompanied by a certificate stating that they are travelling on the business of the Tribunal. In addition, all holders of United Nations *laissez-passer* should be granted facilities for speedy travel.

5. Similar facilities to those specified in paragraph 4 should be accorded to witnesses, experts and other persons who, though not the holders of United Nations *laissez-passer*, have a certificate stating that they are travelling on the business of the Tribunal.

6. No activity performed by any person referred to in articles 18 to 22 in an official capacity with respect to the Tribunal shall constitute a reason for preventing the entry into or departure from the territory of the host country of the person or for requiring the person to leave the territory of the host country.

7. It is understood that the persons referred to in articles 18 to 22 are not exempt from any reasonable application of the internationally accepted rules governing quarantine and public health.

Article 27. Maintenance of security and public order

1. Nothing in this Agreement shall affect the right of the host country to take, with the approval of the President of the Tribunal, the precautions necessary for its security or for the maintenance of public order.

2. If the host country considers it necessary to apply paragraph 1, it shall approach the Tribunal as rapidly as circumstances allow in order to determine by mutual agreement the measures necessary to protect the Tribunal.

Article 28. Responsibility, liability and insurance

1. The host country shall not incur, by reason of the location of the seat of the Tribunal within its territory, any international responsibility for acts or omissions of the Tribunal or of its officials acting or abstaining from acting within the scope of their functions other than the international responsibility which the host country would incur as a State Party.

2. Without prejudice to its immunities under this Agreement or the General Agreement, the Tribunal shall carry insurance to cover liability for any injury or damage arising from the activities of the Tribunal in the host country or from its use of the Headquarters district or buildings erected thereon or vehicles owned or operated by it that may be suffered by persons other than officials of the Tribunal, or by the Government. To this end, the competent authorities shall secure for the Tribunal, at reasonable rates, insurance coverage permitting claims to be submitted directly to the insurer by parties suffering injury or damage. Such claims and liability shall, without prejudice to the privileges and immunities of the Tribunal, be governed by the laws of the host country.

Article 29. Cooperation with the competent authorities

1. The Tribunal shall cooperate at all times with the competent authorities to facilitate to the extent possible the proper administration of justice, secure the observance of police regulations and prevent any abuse of the privileges, immunities and facilities

accorded to officials of the Tribunal referred to in article 18, paragraph 1, subparagraphs (c) and (d), and the persons referred to in articles 19 to 22.

2. If the Government considers that there has been an abuse of privilege or immunity conferred by this Agreement, consultations will be held between the competent authorities and the President of the Tribunal to determine whether any such abuse has occurred and, if so, to attempt to ensure that no repetition occurs. If such consultations fail to achieve a result satisfactory to the Government and to the Tribunal, either party may submit the question as to whether such an abuse has occurred for resolution in accordance with the provisions on settlement of disputes under article 33.

3. The Government may only require persons referred to in articles 18 to 22, other than Members, the Registrar or the Deputy Registrar or any other official of the Tribunal when acting as Registrar or representatives of States Parties, to leave the country on account of any activities performed by them which are an abuse of the right of residence in the host country and are not directly related to, or incidental to the performance of, official functions, with the approval of the Minister for Foreign Affairs of the Federal Republic of Germany, after consultation with the Registrar in the case of officials of the Tribunal, and the President of the Tribunal in the case of the other persons herein referred to. Representatives of States Parties other than agents, representing such States Parties in proceedings before the Tribunal may only be required to leave the country in accordance with the diplomatic procedure applicable to diplomatic agents accredited to the host country.

Article 30. Exchange of notes

The Exchange of Notes of 14th December 2004 between the Government and the Tribunal with regard to this Agreement forms an integral part thereof.

Article 31. Supplementary agreements

The Government and the Tribunal may conclude supplementary agreements to this Agreement insofar as this is deemed desirable.

Article 32. Relationship with the General Agreement

The provisions of this Agreement shall be complementary to the provisions of the General Agreement. Insofar as any provision of this Agreement and any provision of the General Agreement relate to the same subject-matter, the two provisions shall, wherever possible, be treated as complementary, so that both provisions shall be applicable and neither shall limit the effect of the other, but in case of conflict, the provisions of this Agreement shall prevail.

Article 33. Settlement of disputes

1. The Tribunal shall make suitable provision for the satisfactory settlement of:

(a) disputes arising out of contracts and other disputes of a private law character to which the Tribunal is a party;

(b) disputes involving any person within the scope of article 29, paragraph 3, who by reason of his or her official position enjoys immunity, if immunity has not been waived in accordance with article 24.

2. Any dispute between the Government and the Tribunal arising out of or concerning the interpretation or application of this Agreement or of any supplementary agreement, or any question affecting the Headquarters district or the relationship between the Government and the Tribunal which is not settled by consultation, negotiation or other agreed mode of settlement, shall be referred, at the request of either party to the dispute, for a final and binding decision to a panel of three arbitrators, one to be chosen by the Tribunal, one to be chosen by the Government, and the third, who shall be the Chairman of the panel, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the appointment of the third member within three months following the appointment of the first two arbitrators, the Chairman shall be chosen by the Secretary-General of the United Nations within one month of the making of a request by the Tribunal or the Government. If either party to this Agreement has failed to make its appointment of an arbitrator within two months of the appointment of an arbitrator by the other party, the Secretary-General of the United Nations shall, at the request of either party, make such appointment within one month of such a request.

Article 34. Amendments

The provisions of this Agreement may only be amended by agreement between the Federal Republic of Germany and the International Tribunal for the Law of the Sea.

Article 35. Entry into force

This Agreement shall enter into force on the first day of the month following the date of receipt of the last of the notifications by which the Federal Republic of Germany and the Tribunal have informed each other of the completion of their respective formal requirements for the entry into force of this Agreement.

Article 36. Registration

Registration of this Agreement with the Secretariat of the United Nations, in accordance with Article 102 of the Charter of the United Nations, shall be initiated by the Government immediately following its entry into force. The Tribunal shall be informed of registration, and of the United Nations registration number, as soon as this has been confirmed by the Secretariat.

Done at Berlin on 14th December 2004 in duplicate in the German, English and French languages, all language texts being equally authentic.

For the Federal Republic of Germany:

[Signed]

For the International Tribunal for the
Law of the Sea:

[Signed]

5. Organization for the Prohibition of Chemical Weapons

Agreement between the Organization for the Prohibition of Chemical Weapons and the Kingdom of Spain on the privileges and immunities of the OPCW. The Hague, 16 September 2003*

Whereas Article VIII, paragraph 48, of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction provides that the OPCW shall enjoy on the territory and in any other place under the jurisdiction or control of a State Party such legal capacity and such privileges and immunities as are necessary for the exercise of its functions;

Whereas Article VIII, paragraph 49, of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction provides that delegates of States Parties, together with their alternates and advisers, representatives appointed to the Executive Council together with their alternates and advisers, the Director-General and the staff of the Organisation shall enjoy such privileges and immunities as are necessary in the independent exercise of their functions in connection with the OPCW;

Whereas notwithstanding Article VIII, paragraphs 48 and 49 of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction, the privileges and immunities enjoyed by the Director-General and the staff of the Technical Secretariat during the conduct of verification activities shall be those set forth in Part II, Section B, of the Verification Annex;

Whereas Article VIII, paragraph 50, of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction specifies that such legal capacity, privileges and immunities are to be defined in agreements between the Organisation and the States Parties,

Now, therefore, the Organisation for the Prohibition of Chemical Weapons and the Kingdom of Spain have agreed as follows:

Article 1. Definitions

In this Agreement:

(a) "Convention" means the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction of 13 January 1993;

(b) "OPCW" means the Organisation for the Prohibition of Chemical Weapons established under Article VIII, paragraph 1, of the Convention;

(c) "Director-General" means the Director-General referred to in Article VIII, paragraph 41, of the Convention, or in his absence, the acting Director-General;

(d) "Officials of the OPCW" means the Director-General and all members of the staff of the Technical Secretariat of the OPCW who shall have such condition, as established under Article VIII, Section D, paragraph 41, of the Convention;

* Entered into force on 3 July 2007, in accordance with article 12.

- (e) “State Party” means the State Party to this Agreement;
- (f) “States Parties” means the States Parties to the Convention;
- (g) “Representatives of States Parties” means the accredited heads of delegation of States Parties to the Conference of the States Parties and/or to the Executive Council or the Delegates to other meetings of the OPCW;
- (h) “Experts” means persons who, in their personal capacity, are performing missions authorised by the OPCW, are serving on its organs, or who are, in any way, at its request, consulting with the OPCW;
- (i) “Meetings convened by the OPCW” means any meeting of any of the organs or subsidiary organs of the OPCW, or any international conferences or other gatherings convened by the OPCW;
- (j) “Property” means all property, assets and funds belonging to the OPCW or held or administered by the OPCW in furtherance of its functions under the Convention and all income of the OPCW;
- (k) “Archives of the OPCW” means all records, correspondence, documents, manuscripts, computer and media data, photographs, films, video and sound recordings belonging to or held by the OPCW or any officials of the OPCW in an official function, and any other material which the Director-General and the State Party may agree shall form part of the archives of the OPCW;
- (l) “Premises of the OPCW” are the buildings or parts of buildings, and the land ancillary thereto if applicable, used for the purposes of the OPCW, including those referred to in Part II, subparagraph 11(b), of the Verification Annex to the Convention.

Article 2. Legal personality

The OPCW shall possess full legal personality. In particular, it shall have the capacity:

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

Article 3. Privileges and immunities of the OPCW

1. The OPCW and its 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 OPCW has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

2. The premises of the OPCW shall be inviolable. The property of the OPCW, 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. The archives of the OPCW shall be inviolable, wherever located. The State Party will be allowed to exercise over them all the rights conferred upon it by the Convention.

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

(a) the OPCW may hold funds, gold or currency of any kind and operate accounts in any currency;

(b) the OPCW may freely transfer its funds, securities, gold and currencies to or from the State Party, to or from any other country, or within the State Party, and may convert any currency held by it into any other currency.

5. The OPCW shall, in exercising its rights under paragraph 4 of this Article, pay due regard to any representations made by the Government of the State Party in so far as it is considered that effect can be given to such representations without detriment to the interests of the OPCW.

6. The OPCW and its property shall be:

(a) exempt from all direct taxes, in no case the exemption will cover the taxes that constitute charges for a public utility service that the OPCW has benefited from;

(b) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the OPCW for its official use; it is understood, however, that articles imported under such exemption will not be sold in the State Party, except in accordance with conditions agreed upon with the State Party;

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

7. While the OPCW will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when the OPCW is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the State Party will, whenever possible, make appropriate administrative arrangements for the exemption or return of the amount of duty or tax.

Article 4. Facilities and immunities in respect of communications and publications

1. For its official communications the OPCW shall enjoy, in the territory of the State Party and as far as may be compatible with any international conventions, regulations and arrangements to which the State Party adheres, treatment not less favourable than that accorded by the Government of the State Party to any other Government, including the latter's diplomatic mission, in the matter of priorities, rates and taxes for post and telecommunications, and press rates for information to the media.

2. No censorship shall be applied to the official correspondence and other official communications of the OPCW. The OPCW shall have the right to use codes and to dispatch and receive correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags. Nothing in this paragraph shall be construed to preclude the adoption of appropriate security precautions to be determined by agreement between the State Party and the OPCW.

3. The State Party recognises the right of the OPCW to publish and broadcast freely within the territory of the State Party for purposes specified in the Convention, always in accordance with the regulations of the Confidentiality Annex, especially when related to possible implications for national security and industrial confidentiality.

4. All official communications directed to the OPCW and all outward official communications of the OPCW, by whatever means or whatever form transmitted, shall be inviolable. Such inviolability shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, videos, films, sound recordings and software.

Article 5. Representatives of States parties

1. Representatives of States Parties, together with alternates, advisers, technical experts and secretaries of their delegations, at meetings convened by the OPCW, shall, without prejudice to any other privileges and immunities which they may enjoy, while exercising their functions and during their journeys to and from the place of the meeting, enjoy the following privileges and immunities:

- (a) immunity from personal arrest or detention;
- (b) immunity from legal process of any kind in respect of words spoken or written and all acts done by them, in their official capacity; such immunity shall continue to be accorded, notwithstanding that the persons concerned may no longer be engaged in the performance of such functions;
- (c) inviolability for all papers, documents and official material;
- (d) the right to use codes and to dispatch or receive papers, correspondence or official material by courier or in sealed bags;
- (e) exemption in respect of themselves and their spouses from immigration restrictions, alien registration or national service obligations while they are visiting or passing through the State Party in the exercise of their functions;
- (f) the same facilities with respect to currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (g) the same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

2. Where the incidence of any form of taxation depends upon residence, periods during which the persons designated in paragraph 1 of this Article may be present in the territory of the State Party for the discharge of their duties shall not be considered as periods of residence.

3. The privileges and immunities are accorded to the persons designated in paragraph 1 of this Article in order to safeguard the independent exercise of their functions in connection with the OPCW and not for the personal benefit of the individuals themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the State Party.

4. The provisions of paragraphs 1 and 2 of this Article are not applicable in relation to a person who is a national of the State Party.

Article 6. Officials of the OPCW

1. During the conduct of verification activities, the Director-General and the staff of the Technical Secretariat, including qualified experts during investigations of alleged use of chemical weapons referred to in Part XI, paragraphs 7 and 8 of the Verification Annex to the Convention, enjoy, in accordance with Article VIII, paragraph 51, of the Convention,

the privileges and immunities set forth in Part II, Section B, of the Verification Annex to the Convention or, when transiting the territory of non-inspected States Parties, the privileges and immunities referred to in Part II, paragraph 12, of the same Annex.

2. For other activities related to the object and purpose of the Convention, officials of the OPCW shall:

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

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

(c) enjoy inviolability for all papers, documents and official material, subject to the provisions of the Convention;

(d) enjoy the same exemptions from taxation in respect of salaries and emoluments paid to them by the OPCW and on the same conditions as are enjoyed by officials of the United Nations;

(e) be exempt, together with their spouses from immigration restrictions and alien registration;

(f) be given, together with their spouses, the same repatriation facilities in time of international crises as officials of comparable rank of diplomatic missions;

(g) be accorded the same privileges in respect of exchange facilities as are accorded to members of comparable rank of diplomatic missions.

(h) enjoy the same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

3. The officials of the OPCW shall be exempt from national service obligations, provided that, in relation to nationals of the State Party, such exemption shall be confined to officials of the OPCW whose names have, by reason of their duties, been placed upon a list compiled by the Director-General of the OPCW and approved by the State Party. Should other officials of the OPCW be called up for national service by the State Party, the State Party shall, at the request of the OPCW, grant such temporary deferments in the call-up of such officials as may be necessary to avoid interruption in the continuation of essential work.

4. In addition to the privileges and immunities specified in paragraphs 1, 2 and 3 of this Article, the Director-General of the OPCW shall be accorded on behalf of himself and his spouse, the privileges and immunities, exemptions and facilities accorded to diplomatic agents on behalf of themselves and their spouses, in accordance with international law. The same privileges and immunities, exemptions and facilities shall also be accorded to a senior official of the OPCW acting on behalf of the Director-General.

5. Privileges and immunities are granted to officials of the OPCW in the interests of the OPCW, and not for the personal benefit of the individuals themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the State Party. The OPCW shall have the right and the duty to waive the immunity of any official of the OPCW in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the OPCW.

6. The OPCW shall cooperate at all times with the appropriate authorities of the State Party to facilitate the proper administration of justice, and shall secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this Article.

Article 7. Experts

1. Experts shall be accorded the following privileges and immunities so far as is necessary for the effective exercise of their functions, including the time spent on journeys in connection with such functions.

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

(b) in respect of words spoken or written or acts done by them in the performance of their official functions, immunity from legal process of every kind, such immunity to continue notwithstanding that the persons concerned are no longer performing official functions for the OPCW;

(c) inviolability for all papers, documents and official material;

(d) for the purposes of their communications with the OPCW, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

(e) the same facilities in respect of currency and exchange restrictions as are accorded to representatives of foreign Governments on temporary official missions;

(f) the same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

2. The privileges and immunities are accorded to experts in the interests of the OPCW and not for the personal benefit of the individuals themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the State Party. The OPCW shall have the right and the duty to waive the immunity of any expert in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the OPCW.

Article 8. Abuse of privilege

1. If the State Party considers that there has been an abuse of a privilege or immunity conferred by this Agreement, consultations shall be held between the State Party and the OPCW to determine whether any such abuse has occurred and, if so, to attempt to ensure that no repetition occurs. If such consultations fail to achieve a result satisfactory to the State Party and the OPCW, the question whether an abuse of a privilege or immunity has occurred shall be settled by a procedure in accordance with Article 10.

2. Persons included in one of the categories under Articles 6 and 7 shall not be required by the territorial authorities to leave the territory of the State Party on account of any activities by them in their official capacity. In the case, however, of abuse of privileges committed by any such person in activities outside official functions, the person may be required to leave by the Government of the State Party, provided that the order to leave the country has been issued by the territorial authorities with the approval of the Foreign Minister of the State Party. Such approval shall be given only in consultation with the Director-General of the OPCW. If expulsion proceedings are taken against the person,

the Director-General of the OPCW shall have the right to appear in such proceedings on behalf of the person against whom they are instituted.

Article 9. Travel documents and visas

1. The State Party shall recognise and accept as valid the United Nations *laissez-passer* issued to the officials of the OPCW, in accordance with special OPCW arrangements, for the purpose of carrying out their tasks related to the Convention. The Director-General shall notify the State Party of the relevant OPCW arrangements.

2. The State Party shall take all necessary measures to facilitate the entry into and sojourn in its territory and shall place no impediment in the way of the departure from its territory of the persons included in one of the categories under Articles 5, 6 and 7 above, whatever their nationality, and shall ensure that no impediment is placed in the way of their transit to or from the place of their official duty or business and shall afford them any necessary protection in transit.

3. Applications for visas and transit visas, where required, from persons included in one of the categories under Articles 5, 6 and 7, when accompanied by a certificate that they are travelling in their official capacity, shall be dealt with as speedily as possible to allow those persons to effectively discharge their functions. In addition, such persons shall be granted facilities for speedy travel.

4. The Director-General, the Deputy Director(s)-General and other officials of the OPCW, travelling in their official capacity, shall be granted the same facilities for travel as are accorded to members of comparable rank in diplomatic missions.

5. For the conduct of verification activities visas are issued in accordance with paragraph 10 of Part II, Section B, of the Verification Annex to the Convention.

Article 10. Settlement of disputes

1. The OPCW shall make provision for appropriate modes of settlement of:

(a) disputes arising out of contracts or other disputes of a private law character to which the OPCW is a party;

(b) disputes involving any official of the OPCW or expert who, by reason of his official position, enjoys immunity, if such immunity has not been waived in accordance with Article 6, paragraph 5, or Article 7, paragraph 2, of this Agreement.

2. Any dispute concerning the interpretation or application of this Agreement, which is not settled amicably, shall be referred for final decision to a tribunal of three arbitrators, at the request of either party to the dispute. Each party shall appoint one arbitrator. The third, who shall be chairman of the tribunal, is to be chosen by the first two arbitrators.

3. If one of the parties fails to appoint an arbitrator and has not taken steps to do so within two months following a request from the other party to make such an appointment, the other party may request the President of the International Court of Justice to make such an appointment.

4. Should the first two arbitrators fail to agree upon the third within two months following their appointment, either party may request the President of the International Court of Justice to make such appointment.

5. The tribunal shall conduct its proceedings in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States, as in force on the date of entry into force of this Agreement.

6. The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on the parties to the dispute.

Article 11. Interpretation

1. The provisions of this Agreement shall be interpreted in the light of the functions which the Convention entrusts to the OPCW.

2. The provisions of this Agreement shall in no way limit or prejudice the privileges and immunities accorded to members of the inspection team in Part II, Section B, of the Verification Annex to the Convention or the privileges and immunities accorded to the Director-General and the staff of the Technical Secretariat of the OPCW in Article VIII, paragraph 51, of the Convention. The provisions of this Agreement shall not themselves operate so as to abrogate, or derogate from, any provisions of the Convention or any rights or obligations which the OPCW may otherwise have, acquire or assume.

Article 12. Final provisions

1. This Agreement shall enter into force on the date of deposit with the Director-General of an instrument of ratification of the State Party. It is understood that, when an instrument of ratification is deposited by the State Party it will be in a position under its own law to give effect to the terms of this Agreement.

2. This Agreement shall continue to be in force for so long as the State Party remains a State Party to the Convention.

3. The OPCW and the State Party may enter into such supplemental agreements as may be necessary.

4. Consultations with respect to amendment of this Agreement shall be entered into at the request of the OPCW or the State Party. Any such amendment shall be by mutual consent expressed in an agreement concluded by the OPCW and the State Party.

Done in The Hague in duplicate on [. . .], in the English and Spanish languages, each text being equally authentic.