

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

2009

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

No States acceded to the Convention in 2009. As at 31 December 2009, there were 157 States parties to the Convention.**

2. Agreements relating to missions, offices and meetings

(a) Agreement between the United Nations Organization and the Government of the United States of America concerning the establishment of security for the United Nations presence in Iraq. New York, 31 December 2008***

PREAMBLE

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

Recalling the Agreement between the United Nations Organization and the Government of the United States of America Concerning the Establishment of Security for the United Nations Assistance Mission for Iraq done at New York on December 8, 2005 (the “2005 Agreement”);

Noting that, in accordance with its Article VI, paragraph 2, the 2005 Agreement will terminate on December 31, 2008, when the mandate for the multinational force in Iraq under United Nations Security Council resolution 1790 (2007) expires;

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

** For the list of the States parties, see *Multilateral Treaties Deposited with the Secretary-General*, available on the website <http://treaties.un.org/Pages/ParticipationStatus.aspx>.

*** Entry into force on 1 January 2009, in accordance with article VII.

Recalling the letter dated 16 December 2008 from the President of the United Nations Security Council addressed to the Secretary-General of the United Nations which notes that armed forces of the United States will continue to be deployed in Iraq after that date at the request of the Government of Iraq and which welcomes the fact that, with the consent of the Government of Iraq, those forces will continue to contribute to the maintenance of security and stability in Iraq and to provide security for the UN presence in Iraq, including the United Nations Assistance Mission for Iraq (UNAMI);

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

Desiring to take steps to provide a secure environment in which the United Nations is able to fulfill its important role in supporting the efforts of the Iraqi people and Government to strengthen institutions of representative government, promote political dialogue and national reconciliation, engage neighbouring countries, assist vulnerable groups, including refugees and internally displaced persons, and promote the protection of human rights and judicial and legal reform;

Wishing for this purpose to continue to provide for security for the United Nations presence in Iraq;

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

Recognizing the sovereign State of Iraq and its democratically elected and constitutionally based Government;

Have agreed as follows:

Article I. Establishment of Security

1. For the purpose of ensuring the safety and security of UN personnel in Iraq so they can effectively perform their tasks, and subject to Article VI (1) of this Agreement, the USG shall endeavor to ensure that the security tasks described in this Agreement are undertaken to the extent that such tasks are determined by the Commander of the United States Forces in Iraq to be operationally feasible and consistent with operational requirements.

2. Security surrounding designated UNAMI premises shall be established on the basis of three concentric areas of responsibility: an inner area, a middle area, and an outer area. Subject to paragraph 1 of this Article, it is envisioned that establishment of security in the foregoing areas shall be based on the following understandings:

a. The inner area or ring consists of designated UNAMI premises comprised of buildings and structures and the area immediately surrounding them up to and including the perimeter wall. Security in this area or ring shall be the responsibility of the UN except in circumstances where UNAMI facilities are situated or operations occur within areas where inner ring security is already provided by United States Forces.

b. The middle area or ring consists of the area immediately surrounding and controlling access to designated UNAMI premises, including approaches to such premises.

The middle area shall in each case include one or more secure vehicle and personnel search areas located a safe distance from the perimeter wall of the concerned premises. Security in this area, or ring shall be the responsibility of United States Forces or, as may be agreed between the Parties and a third State or States, and with the consent of the Government of Iraq, the forces of that third State or States. United States Forces in the Outer area shall support units assigned to the middle area, as necessary. United States Forces shall designate a quick reaction force for this purpose.

c. The outer area or ring consists of all areas of Iraq outside of the middle and inner areas. The United States Forces shall coordinate with the Government of Iraq concerning security in this area.

d. United States Forces shall provide: security for movements of UN personnel outside of U.S. facilities and areas and designated UNAMI premises including security of non-UNAMI premises that UN personnel may visit in the course of their official duties (it being understood that the United States Forces shall designate a quick reaction force to support, as necessary, units of the United States Forces that are providing such security); security for UN personnel deployed to Provincial Reconstruction Team sites, including for their movements to, from, and outside those sites; security for designated airfields used by UNAMI; search and rescue services support damage survey and control support; emergency medical support, including emergency medical evacuation services; temporary emergency evacuation of UN personnel from UNAMI premises and from Provincial Reconstruction Team sites to which they are deployed; explosive device disposal services, as necessary, and hostage recovery support, when requested.

e. United States Forces and UNAMI shall develop and coordinate plans to address circumstances that might necessitate the temporary, emergency evacuation of personnel from UNAMI premises and from Provincial Reconstruction Team sites to which UN personnel are deployed.

f. United States Forces and UNAMI shall cooperate to maintain in place and operation on the arrangements that were in place on the date of termination of the 2005 Agreement for the purposes of facilitating the movement of UN personnel into and out of Iraq, including by UNAMI ensuring that UN personnel comply with applicable Iraqi laws, regulations, and implementing arrangement with respect to exit and entry from Iraq, as well as the arrangements that were then in place for the initial provision of badges to UN personnel to facilitate their entry into and movement on facilities and areas provided for the use of United States Forces and means of transport.

3. Should the USG anticipate that United States Forces will not be in the position to perform a particular task set forth in this Article, or that they will only be able to do so at a substantially reduced level, because the task is not feasible operationally or is inconsistent with operational requirements, United States Forces shall, without delay, provide UNAMI with advance notification. In such an event, United States Forces and UNAMI shall consult in accordance with paragraph 4 of Article III of this Agreement concerning the prioritization of security tasks in support of UNAMI.

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

5. It is envisioned that the Iraqi Security Forces (“ISF”) will progressively assume responsibilities that are allocated to United States Forces under this Agreement. In so far as it may occur at the initiative of either of the Parties, this assumption of responsibility will occur at such time as the United States Forces authorities, in consultation and coordination with the Government of Iraq and UNAMI, determine that the ISF can provide such security and related services and the ISF agrees to do so. In the short term, it is anticipated that such assumption of responsibilities probably will occur on a case by case basis with respect to particular services at particular locations. In each case, the United States Forces shall assist UNAMI in assessing ISF readiness by facilitating visits by UNAMI to relevant ISF locations and by exchanging information in accordance with Article II.

6. For the purposes of this Agreement, “UN personnel” means:

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

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

7. For the purposes of this Agreement, “United States Forces” means: the entity comprising the members of the United States Armed Forces, their associated civilian component, and all property, equipment and materiel of the United States Armed Forces present in the territory of Iraq.

Article II. Exchange of information

1. The Parties shall exchange in a timely manner information on the security situation in Iraq, including security assessments; updates and incident reports; maps of the location of minefields and unexploded ordnance; anticipated changes to their respective security plans that may affect the other Party; anticipated changes to the layout or cityscape of the area surrounding UNAMI premises; hazard identification and analysis; route-status, destinations-to-be-visited, and air-navigation status warnings; warnings of emergent threats; and threat analysis.

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

Article III. Coordination and implementation

1. The United States Department of Defense (DoD) shall carry out the provisions of this Agreement on behalf of the USG, and UNAMI shall carry out the provisions of this

Agreement on behalf of the UN in close consultation and coordination with all appropriate levels.

2. United States Forces, on behalf of the United States, and UNAMI, on behalf of the UN, shall jointly develop non-legally binding supplemental arrangements, as may be appropriate, in implementation of this Agreement including, *inter alia*, determinations related to the parameters of the inner and middle rings; measures related to minimization of risks to UN personnel during United States Forces' operations, methods, modalities, and timing of notifications; and modalities related to the provision of temporary emergency evacuation services.

3. Nothing in this Agreement is intended to affect the authorities or privileges and immunities of the UN including UNAMI or the United States Forces, including as set forth in the UN Charter and other relevant agreements, including the Agreement Between the United States of America and the Republic of Iraq On the Withdrawal of United States Forces from Iraq and the Organization of Their Activities during Their Temporary Presence in Iraq (signed November 17 2008) ("U.S. – Iraq Security Agreement"). The Parties may address modalities for addressing these issues in such supplemental arrangements as may be developed under this Article.

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

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

6. Should it be decided that the ISF is to assume and the United States Forces are to relinquish any of the responsibilities provided for in this Agreement as envisioned in paragraph 5 of Article 1, including in respect of particular security services and particular locations only, the USF shall provide as much advance notice as possible to the UN of the plans concerned.

Article IV. Claims

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

Article V. Settlement of Disputes

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

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

Article VI. Execution

1. It is understood that the United States Forces are present in Iraq upon the request of the Government of Iraq (GOI). The Parties agree the obligations of the USG, including the United States Forces, under Article 1 of this Agreement shall be subject to and conditioned upon the consent of the Government of Iraq.

2. The Permanent Representative of the United States to the United Nations shall immediately inform the Secretary-General of the United Nations in writing if:

- a. the condition identified in paragraph 1 of this Article will not be met; or
- b. the deployment of the United States Forces to Iraq is to be terminated or reduced to an extent that would preclude the United States Forces from performing the tasks described in this Agreement, in which case the Permanent Representative of the United States shall also notify the Secretary-General in writing of the date on which the United States Forces will cease to be able to perform the tasks provided for in this Agreement. That date shall be at least 90 days after the date of such notification, subject to the consent of the Government of Iraq.

Article VII. Entry into force, termination and amendment

1. This Agreement shall enter into force on January 1, 2009.

2. This Agreement shall terminate upon the occurrence of any of the following events: the U.S.-Iraq Security Agreement expires or is terminated; or written notification by the USG to the UN that the United States Forces relinquish and the ISF assumes all of the responsibilities of the United States Forces under Article I of this Agreement; or the Agreement is terminated by either Party upon 90 days written notice to the other Party or the USG determines that the deployment of United States Forces in Iraq is to be terminated or reduced to an extent that would preclude United States Forces from performing the tasks under this Agreement, in which last case the Agreement shall terminate on the date specified by the Permanent Representative of the United States in accordance with paragraph 2 (b) of Article VI of this Agreement

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

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

Done at New York this 31 day of December 2008, in duplicate.

For the United Nations Organization

[Signed] JEAN ARNAULT

Assistant Secretary-General for
Political Affairs

For the Government of the United States
of America

[Signed] ZALMAY KHALILZAD

Permanent Representative of the
United States to the United Nations

(b) Exchange of Letters constituting an Agreement between the United Nations and the Government of the Republic of Uganda on the status of the proposed African Union-United Nations Hybrid Operation in Darfur (UNAMID) liaison office in Entebbe. Kampala, 23 January 2009*

I

23 January 2009

Excellency,

I have the honour to refer to the meeting that was held in Kampala on 23rd September, 2008, with my representatives concerning the establishment of a UNAMID Liaison Office in Entebbe, Uganda.

UNAMID's activities within the framework of its mandate have demonstrated a need for additional logistical arrangements to support the Mission from offices situated outside Darfur, Sudan. In this regard, I also have the honour to request the Government's assistance in establishing a Liaison Office in Entebbe.

To this end, the Government is also to facilitate the free, unhindered and expeditious movement to Uganda of all personnel, as well as equipment, provisions, supplies and other goods, including vehicles which will be for the exclusive use of the proposed UNAMID Liaison Office in Entebbe. It is proposed that the Republic of Uganda, pursuant its obligations under Article 105 of the Charter of the United Nations, extend to the proposed UNAMID Liaison Office, its property, funds and assets, and personnel and contractors providing services exclusively to UNAMID the privileges and immunities provided in the Convention on the Privileges and Immunities of the United Nations to which Uganda is a Party without reservation. The privileges and immunities necessary for the fulfillment of the functions of the proposed UNAMID Liaison Office include:

- a. prompt issuance by the Government to personnel of UNAMID and its contractors, free of charge and without any restrictions of all necessary visas, licences or permits;
- b. freedom of movement throughout the country of its personnel and contractors their property, equipment and means of transport, as appropriate. The Government undertakes to supply UNAMID with the necessary information in order to facilitate such movements;
- c. the right to import, free of duty or other restrictions, vehicles, equipment, provisions, supplies and other goods which are for the exclusive and official use of UNAMID;

* Entered into force on 23 January 2009, in accordance with the provisions of the said letters

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

e. prompt issuance by the Government of all necessary authorizations, permits and licences for the importation or purchase of equipment, provisions, supplies, materials and other goods used in support of UNAMID, including in respect of importation or purchase by its contractors, free of any restrictions and without payment of duties, charges or taxes including value-added tax;

f. acceptance by the Government of permits or licences issued by UNAMID for the operation of vehicles in support of UNAMID;

g. acceptance by the Government, or where necessary validation by the Government, free of charge and without any restriction, of licences and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels used in support of UNAMID;

h. prompt issuance by the Government, free of charge and without any restrictions, of necessary authorizations, licences and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels used in support of UNAMID;

i. the right to fly the United Nations and African Union flags and place distinctive identifications on premises, vehicles and aircraft used in support of UNAMID;

j. the right to unrestricted communication by radio, satellite or other forms of communication with the African Union and the United Nations Headquarters and between the various Offices and to connect with the United Nations radio and satellite network, as well as by telephone, facsimile and other electronic data systems. The frequencies on which the communication by radio will operate shall be decided upon in cooperation with the Government; and

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

Finally, I have the honour to request that:

l. The Government assist UNAMID, to the extent possible, in obtaining for as long as required such areas and sites for premises or for the construction of premises as may be necessary for the conduct of the operational and administrative activities of UNAMID in the Republic of Uganda. Without prejudice to the fact that such premises and sites remain Ugandan territory, they shall be inviolable and subject to the exclusive control and authority of UNAMID.

m. Upon the request of the Head of UNAMID Liaison Office, the Government, within the means available to it provide such security as necessary to protect UNAMID, its property and personnel during the exercise of their functions. Also upon the request of the Head of the proposed UNAMID Liaison Office, the Government shall provide armed escorts to protect UNAMID personnel during the exercise of their functions and, as nec-

essary, protect the movement of UNAMID's stores, equipment, vehicles and other assets within Uganda.

n. UNAMID military personnel, civilian police personnel and security officers may wear their uniforms and standard UNAMID *accoutrements* while on official duty/travel through the Republic of Uganda. It is also understood that UNAMID military personnel, civilian police personnel and security officers designated by the Head of the proposed UNAMID Liaison Office may possess and carry arms while on duty in accordance with their orders. Subject to practical arrangements to be agreed between the Government and the Head of UNAMID Liaison Office, UNAMID and its military security personnel shall be permitted to transport their arms and ammunition through the Republic of Uganda.

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

The Head of the UNAMID Liaison Office shall take all appropriate measures to ensure that UNAMID members refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present arrangements, and to respect all local laws and regulations.

If the above provisions meet with your approval, I would propose that this letter and your reply thereto constitute an Agreement between UNAMID and the Republic of Uganda on the status of the proposed UNAMID Liaison Office in Entebbe with immediate effect.

I would like to take this opportunity to express my sincere gratitude to you and to the Government of the Republic of Uganda for the support extended to UNAMID to facilitate the achievements of its mandate.

Accept, Excellency, the assurances of my highest consideration.

[Signed] RODOLPHE ADADA
Joint Special Representative
UNAMID

II

21 January 2009

Excellency,

I have the honour to acknowledge receipt of yours in which you wrote:

[*See letter I*]

Excellency, it is my pleasure to inform you that the Government of the Republic of Uganda accepts the terms contained in the above quoted proposal you submitted and by these presents, confirms the conclusion of a Memorandum of Understanding for the establishment of a UNAMID Liaison Office at Entebbe, Uganda.

Please accept, Excellency, the assurances of my highest considerations and esteem.

[*Signed*] SAM K. KUTESA
Minister of Foreign Affairs

**(c) Agreement between the United Nations and the Kingdom of Spain
regarding the use by the United Nations of premises in the Kingdom of Spain
for the support of United Nations peacekeeping and related operations.
Madrid, 28 January 2009***

Article I. Definitions

For the purposes of this Agreement, the following definitions shall apply:

- (a) "Spain" means the Kingdom of Spain;
- (b) "the United Nations" means the international organization established under the Charter of the United Nations;
- (c) "the Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which Spain became a party on 31 July 1974;
- (d) "the Secretary-General" means the Secretary-General of the United Nations, or his or her authorized representative;
- (e) "appropriate authorities" means such national or local authorities in Spain as may be appropriate in the context and in accordance with the laws and customs applicable in Spain;
- (f) the "Premises" means any land, buildings, structures, and related facilities which the appropriate authorities make available to the United Nations for its exclusive use;
- (g) "peacekeeping and related operations" means operations established by the competent organs of the United Nations in accordance with the Charter of the United Nations and conducted under United Nations authority and control for the purpose of (i) maintaining or restoring international peace and security; or (ii) delivering humanitarian, political

* Entered into force provisionally on 28 January 2009 by signature, in accordance with article XXIX.

or development assistance in peacebuilding; or (iii) delivering emergency humanitarian assistance;

(h) “contributing State” means a Member State of the United Nations contributing property, funds and assets to the United Nations for its use in peacekeeping and related operations;

(i) “officials” means officials of the United Nations who fall within Article V of the Convention;

(j) “experts on mission” means persons, other than officials, who come within the scope of Article VI of the Convention;

(k) “members of the family forming part of the household” means (i) the spouses or registered partners of officials or (ii) children of officials who are under 18 years of age, or children under 23 years of age who are in full-time education and economically dependent, or children of any age who are dependent due to disability;

(l) “United Nations personnel” means officials, experts on mission, and local personnel assigned to hourly rates;

(m) “Parties” means the Kingdom of Spain and the United Nations.

Article II. Purpose of the Agreement

1. The purpose of this Agreement is to regulate the legal status in Spain of Premises made available to the United Nations for its use in providing support to United Nations peacekeeping and related operations and under which the United Nations shall use such Premises, as well as the legal status of United Nations personnel assigned to Premises.

2. Additional terms and conditions applicable to the use of Premises shall be set forth in supplemental agreements (hereinafter “Administrative Agreements”) to be entered into in accordance with Article III of this Agreement.

Article III. Administrative Agreement

1. An Administrative Agreement, supplemental to this Agreement, shall be concluded by the United Nations and the appropriate authorities of Spain when the appropriate authorities make available Premises to the United Nations.

2. The Administrative Agreement shall set forth a description of the Premises and any rights, easements, appurtenances and other facilities ancillary to the Premises. The Administrative Agreement shall also set forth such arrangements as may be agreed between the appropriate authorities and the United Nations concerning their mutual obligations in respect of the Premises. In particular, the Administrative Agreement shall provide that the Premises shall be made available to the United Nations free of charge. The Administrative Agreement shall also provide that the United Nations shall not be required to make payment towards, reimburse or otherwise share in, the appropriate authorities’ normal costs of providing any services, facilities, equipment, personnel or other requirements for effective maintenance and operation of the Premises. However, the United Nations may, in accordance with terms and conditions set forth in the Administrative Agreement, reimburse the relevant appropriate authorities for any costs incurred that are in excess of the appropriate authorities’ normal costs and which are directly attributable to the United Nations’ use of the Premises.

Article IV. Application of the Convention

1. The United Nations, its property, funds and assets, wherever located and by whomsoever held, including equipment and materials leased, chartered or otherwise made available to the United Nations for its peacekeeping and related operations, as well as United Nations personnel shall enjoy the privileges, immunities, exemptions and facilities specified in the present Agreement, as well as those provided for in the Convention and any other applicable agreement.

2. Article II of the Convention shall also apply to the property, funds and assets of contributing States used in connection with United Nations peacekeeping and related operations.

Article V. Premises

1. The Premises shall be for the exclusive use of the United Nations and shall be clearly physically delimited on the ground.

2. The Premises shall not be used in any manner incompatible with the purpose of this Agreement.

Article VI. Inviolability of Premises

1. The Premises shall be inviolable and subject to the exclusive control and authority of the United Nations.

2. No officer of Spain, or other person exercising any public authority in Spain, shall enter the Premises to perform any duties therein except with the consent of, and under conditions approved by the official of the United Nations assigned to head the activities of the United Nations at the Premises. The United Nations' consent to such entry shall be presumed in the event of fire or other analogous emergency requiring urgent action if the official of the United Nations assigned to head the activities of the United Nations at the Premises, or his or her representative, cannot be contacted in time.

3. Any person who has entered the Premises with the presumed consent of the United Nations, shall, if so requested by the United Nations, leave the Premises immediately. Without prejudice to the provisions of the Convention and Agreement, the United Nations shall prevent the Premises from being used as a refuge by persons who are required by the appropriate authorities for arrest.

4. The property, funds and assets of the United Nations, including equipment and materials leased, chartered or otherwise made available to the United Nations for its peacekeeping and related operations, 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.

Article VII. Goods, services and facilities

1. The United Nations shall have the right to import and export, free of any customs duties, taxes, fees and charges, and free of any other prohibitions and restrictions, equipment, provisions, supplies, fuel and other goods, including means of transport and spare

parts, which are for the exclusive and official use of the United Nations or for resale in the commissary provided for in paragraph 4 below.

2. Spain shall grant promptly, upon presentation by the United Nations of a bill of lading, airway bill, cargo manifest or packing list, all necessary authorizations, permits and licenses required for the import by the United Nations of equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, for the exclusive and official use of the United Nations, free of prohibitions and restrictions and without payment of monetary contributions or duties, fees, charges or taxes, including value added tax. Spain likewise shall grant promptly all necessary authorizations, permits and licenses required for the purchase or export of such goods free of any prohibitions and restrictions and without the payment of monetary contributions, duties, fees, charges or taxes.

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

4. The United Nations shall have the right to establish, maintain and operate a commissary at the Premises for the benefit of officials and experts on mission, but not of locally recruited personnel. Such commissary may sell goods of a consumable nature and other articles as approved by the United Nations. The United Nations shall take all necessary measures to prevent abuse of such commissary and the sale or resale of such goods to persons other than officials and experts on mission, and shall give sympathetic consideration to observations or requests from the appropriate authorities concerning the operation of the commissary.

Article VIII. Exemption from taxation, duties, prohibitions and restrictions

1. The United Nations, its property, funds and assets, wherever located and by whomsoever held, shall be exempt from all direct and all indirect taxation. Without prejudice to the generality of the foregoing:

(a) The United Nations shall be exempt from consumer tax and related surcharges on electricity, methane gas and any type of fuel consumed for official use. In addition, no such taxes or related surcharges shall be levied on charges for public services provided to the United Nations pursuant to Article X below;

(b) The United Nations shall be exempt from customs duties, vehicle ownership tax and any other duties on motor vehicles including spare parts therefore, required for official use in Spain, whether such vehicles be imported or purchased in Spain. Such vehicles shall be registered in accordance with applicable Spanish laws and regulations. The United Nations may dispose freely of such vehicles one year after their importation, without any prohibition, restriction, customs duties or other levies. Notwithstanding the preceding, such vehicles may be disposed of at an earlier date, subject to authorization by the appropriate Spanish authorities.

(c) Fuel and lubricants, for United Nations' official use and activities, may be imported, exported or purchased in Spain free of customs duties, and all taxes, prohibitions and restrictions.

2. In respect of equipment, provisions, supplies, fuel, materials and other goods and services purchased in Spain, or otherwise imported into Spain for the official and exclusive use of the United Nations, Spain shall make appropriate administrative arrangements for the remission of any excise, tax, or monetary contribution payable as part of the price, including value added tax (VAT).

3. The exemptions and facilities stipulated in this Article shall not apply to charges for public services rendered to the United Nations, it being understood that such charges shall be at the rates duly established by the appropriate authorities and that these charges shall be specifically described, identified and itemized at a predetermined rate.

Article IX. United Nations flag, emblem and markings

1. The United Nations shall have the right to display its flag and emblem on the Premises, buildings located thereon, and on its vehicles, vessels and aircraft.

2. Vehicles, vessels and aircraft of the United Nations shall carry a distinctive United Nations identification, which shall be notified to the appropriate authorities.

Article X. Public services and facilities

1. The appropriate authorities shall secure, on fair conditions and upon request of the United Nations, the public services needed by the Premises such as, but not limited to, postal, telephone and telegraphic services, electricity, water, gas, sewerage, drainage, collection of waste, fire protection, local transportation and cleaning of public streets.

2. In cases where electricity, water, gas or other services referred to in paragraph 1 above are made available to the Premises by the appropriate authorities, or where the prices thereof are under their control, the rates for such services shall not exceed the lowest comparable rates accorded to Government departments of Spain.

3. In the case of interruption or threatened interruption of service, Spain shall give the same priority to the needs of the United Nations as to its public administration.

4. The United Nations shall be responsible for making suitable arrangements for duly authorized persons representing the appropriate public service entities to install, inspect, repair, maintain, reconstruct, and relocate utilities, conduits, mains and sewers within the Premises under such conditions and in a manner which shall not unreasonably disturb the carrying out of functions of the United Nations.

Article XI. Communications

1. The United Nations shall enjoy the facilities in respect of communications provided in Article III of the Convention. Issues with respect to communications which may arise and which are not specifically provided for in the present Agreement shall be dealt with pursuant to the relevant provisions of the Convention.

2. In addition to the provisions of paragraph 1 above:

(a) The United Nations shall have the authority to install and operate within the Premises radio sending, receiving and repeater stations as well as satellite systems to connect appropriate points in Spain with each other and with appropriate points in other countries, and to store and exchange telephone, voice, facsimile, video and other electronic

data with the United Nations global telecommunications network and with and between the Specialized Agencies of the United Nations, other related organizations, and any other bodies as appropriate. Such telecommunications services shall be operated in accordance with the International Telecommunications Convention and Regulations.

(b) The United Nations shall enjoy, in Spain, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile, or any other means, and of establishing the necessary facilities for maintaining such communications within and between the Premises, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. Use of those local systems by the United Nations shall be charged at the most favourable rate.

(c) The frequencies on which the services referred to in paragraphs (a) and (b) above may operate shall be decided upon in cooperation with the appropriate Spanish authorities and shall be allocated expeditiously by the appropriate authorities. The United Nations shall be exempt from any and all taxes on, and from any and all fees for, the allocation of frequencies for this purpose, as well as from any and all taxes on, and all fees for their use.

(d) The United Nations shall have the right to use codes and to dispatch and receive its correspondence by courier or in bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

Article XII. Funds, assets and other property

1. Without being restricted by financial controls, regulations or moratoria of any kind, for official purposes the United Nations:

- (a) may hold funds or currency of any kind and operate accounts in any currency;
- (b) shall be free to transfer its funds or currency from Spain to another country or within Spain and to convert any currency held by it into any other currency.

2. In exercising its rights under the above provision, the United Nations shall pay due regard to any representations made by Spain in so far as it is considered that effect can be given to such representations without detriment to the United Nations' interests.

Article XIII. Security and safety

1. Spain shall take effective and adequate action as may be required to ensure the security, safety and protection of United Nations personnel and visitors at the Premises in Spain. Spain shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel, to which Spain is a party, are applied to and in respect of United Nations personnel and visitors at the Premises, as well as their respective property and equipment.

2. Spain shall ensure the security and protection of the Premises and shall exercise due diligence to ensure that the tranquillity of the Premises is not disturbed by any person or group of persons attempting unauthorized entry into, or creating a disturbance in the vicinity of the Premises.

3. If so requested by the official of the United Nations assigned to head the activities of the United Nations on the Premises, the appropriate authorities shall provide assistance as necessary for the preservation of law and order on the Premises and for the removal of

any person or persons from the Premises as requested by the official of the United Nations referred to in this paragraph.

4. Spain shall ensure that in responding to any security alert or other emergency at the Premises, the appropriate authorities shall afford the same priority to the needs of the Premises as is provided to government and diplomatic missions accredited to Spain.

5. The United Nations shall consult with Spain as to methods to ensure the security of the Premises and the safety of United Nations personnel, and visitors to the Premises. In this respect, it is understood that the external security of the Premises shall be the responsibility of Spain. The internal security of the Premises shall be the responsibility of the United Nations. Specific provisions concerning the security arrangements with respect to particular Premises, including, as necessary, the construction and improvement of the external perimeter fences or barriers around the Premises, or in the vicinity of the Premises shall be set forth in the Administrative Agreement.

6. United Nations Security Officers may wear United Nations uniform at the Premises. United Nations Security Officers may possess and carry firearms and ammunition while on official duty in accordance with their orders. When doing so, they must wear the United Nations uniform, except when serving as close protection officers. All necessary permits to possess and carry firearms in Spain must be obtained through the Protocol Department of the Spanish Ministry of Foreign Affairs and Cooperation. Requests for such permits by the United Nations shall be considered favourably and provided in an expeditious manner.

Article XIV. Travel and transport

1. The United Nations, together with its vehicles, vessels, aircraft and equipment whether owned, leased, chartered or otherwise made available to the United Nations, shall enjoy freedom of movement throughout Spain. That freedom of movement shall, with respect to dangerous cargo, oversized vehicles and large movements of stores or vehicles through airports or on railways or roads used for general traffic within Spain, be coordinated with Spain. Spain undertakes to supply the United Nations, where necessary and free of charge, with maps and other information which may be useful in facilitating its movements.

2. The United Nations, as well as its vehicles, vessels and aircraft, may use roads, bridges, canals and other waters, port facilities and airfields without the payment of any taxes, dues, tolls, fees or charges in accordance with the Convention. However, the United Nations will not claim exemption from charges which are in fact public utility charges for services rendered, subject to their being applied at the rates duly established by the appropriate authorities and provided that such charges shall be specifically described, identified and itemized at a predetermined rate. Charges for services rendered shall be levied at the most favourable rate as accorded by Spain to state vessels and aircraft.

3. Spain shall not collect any airport, departure or passenger tax from any persons travelling for official United Nations purposes on aircraft and vessels referred to in this Agreement.

Article XV. Permits and licenses

Spain agrees to accept as valid, without tax or fee, a permit or license issued by the United Nations for the operation of any transport or communications equipment and for the practice of any profession or occupation in connection with the United Nations peacekeeping and related operations, provided that no license to drive a vehicle or pilot an aircraft or vessel shall be issued to any person who is not already in possession of an appropriate and valid license.

Article XVI. Privileges and immunities

1. Subject to paragraph 4 below, officials shall enjoy in Spain the following privileges, immunities, exemptions and facilities:

(a) Immunity from legal process in respect of words spoken and written and all acts performed by them in their official capacity. Such immunity from legal process shall continue to be accorded after the persons concerned are no longer employed by the United Nations;

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

(c) Exemption from taxation in respect of the salaries, emoluments and indemnities paid to them by the United Nations and from having such exempt income being taken into account for the purpose of assessing the amount of taxation on other income;

(d) Exemption from taxation on all income and property for themselves and for members of the family forming part of the household, insofar as such income derives from sources, or insofar as such property is located, outside of Spain;

(e) Exemption from inheritance and gift taxes, except with respect to immovable property located in Spain, insofar as the obligation to pay such taxes arises solely from the fact that the officials and members of the family forming part of the household are resident in Spain;

(f) Exemption from vehicles tax as well as special tax on fuel;

(g) Freedom to acquire or maintain within Spain or elsewhere foreign securities, foreign currency accounts, and other movable and, under the same conditions applicable to Spanish nationals, immovable property; and at the termination of their assignment with the United Nations in Spain, the right to take out of Spain, through authorized channels without prohibition or restriction, their finds in the same currency and up to the same amounts as they had brought into Spain;

(h) Exemption from any military service obligations or any other national service in Spain;

(i) Exemption, for themselves and for members of the family forming part of the household, from immigration restrictions and alien registration. Visas or entry permits, where required, shall be granted to officials, their dependents and persons invited to the Premises in connection with the official work and activities of the United Nations as promptly as possible and without charge;

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

(k) Officials, together with members of the family forming part of the household, shall be given the same repatriation facilities in time of international crisis as diplomatic envoys;

(l) If they have previously been residing abroad, the right to import their furniture, personal effects and all household appliances in their possession intended for personal use, free of duty, when they are assigned to Premises.

(m) The right to purchase and import for personal use, free of customs duties, taxes and other levies, prohibitions and restrictions, automobiles for personal use and articles for personal consumption in accordance with the scheme of exemptions as agreed between the United Nations and Spain, which scheme shall be no less favourable than that accorded to diplomatic missions, consular offices and international organizations in Spain. Automobiles imported under the provisions of this Article may be sold in Spain in accordance with the said scheme of exemptions referred to above. Officials shall also be entitled, on the termination of their official functions in Spain, to export their furniture and personal effects, including automobiles, without duties, taxes, levies and restrictions.

2. In addition to the privileges and immunities set forth under paragraph I above, officials having the professional grade of P-5 and above shall be accorded the same privileges, immunities, exemptions and facilities accorded by Spain to members of comparable rank of the diplomatic corps in Spain.

3. Members of the family forming part of the household of officials shall be entitled to take up gainful employment in Spain for the duration of the officials' assignment in Spain. The request of authorization to take up a particular gainful employment in Spain shall be addressed by the official of the United Nations assigned to head the activities of the United Nations at the Premises to the Spanish Ministry of Foreign Affairs and Cooperation. The authorization can be refused when the employment is reserved to Spanish nationals because of reasons of security, exercise of public power or safeguard of the interest of the State. The privileges and immunities set forth in this Agreement shall not apply with respect to such employment.

4. Officials of Spanish nationality or with permanent resident status in Spain shall enjoy only those privileges and immunities, exemptions and facilities referred to in Articles V and VII of the Convention.

5. Experts on mission, as notified to Spain by the official of the United Nations assigned to head the activities of the United Nations on the Premises, shall be granted visas or entry permits as promptly as possible and without charge for the duration of their mission with the United Nations.

Article XVII. Head of Premises

1. Without prejudice to the provisions of Article XVI, the official of the United Nations assigned to head the activities of the United Nations on the Premises, if having a professional grade of P-5 or higher, shall enjoy, during his/her residence in Spain, the privileges and immunities and facilities granted to heads of diplomatic missions accredited to Spain. The name of the official assigned to head the activities of the United Nations on the Premises shall be included in the diplomatic list.

2. The privileges, immunities and facilities referred to in paragraph I above shall also be accorded to the members of the family forming part of the household of the official assigned to head the activities of the United Nations on the Premises provided that they do not have Spanish nationality or permanent resident status in Spain.

Article XVIII. Experts on mission

1. Experts on mission shall be accorded the privileges, immunities, exemptions and facilities as set forth in Articles VI and VII of the Convention.

2. Experts on mission, other than those of Spanish nationality or with permanent resident status in Spain, shall be granted exemption from taxation on the salaries and other emoluments paid to them by the United Nations, and may be accorded such additional privileges, immunities, exemptions and facilities as may be agreed upon between the Parties.

Article XIX. Local personnel assigned to hourly rates

Personnel recruited locally 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 notwithstanding that the persons concerned are no longer employed by the United Nations. They shall also be accorded such other facilities as may be necessary for the independent exercise of their official functions.

Article XX. Waiver of immunity

1. Privileges and immunities referred to in Articles XVI, XVII, XVIII and XIX above are granted to United Nations personnel in the interests of the United Nations and not for the personal benefit of the individuals themselves.

2. The Secretary-General shall have the right and duty to waive the immunity of these persons in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

Article XXI. Respect for local laws and regulations and cooperation with the appropriate 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 Spain. The official of the United Nations assigned to head the activities of the United Nations at the Premises shall take all appropriate measures to ensure the observance of these obligations.

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

Article XXII. Investigations

1. All accidents or incidents that occur on the Premises shall be investigated by the United Nations.

2. All accidents or incidents that occur outside the Premises and involve United Nations officials, members of the family forming part of the household, experts on mission, or United Nations property, shall immediately be reported to the official of the United Nations assigned to head the activities of the United Nations at the Premises and the appropriate authorities. Following the investigation of such accident or incident, the official of the United Nations assigned to head the activities of the United Nations at the Premises and the appropriate authorities shall consult on the appropriate action to be taken.

3. Any action taken pursuant to paragraphs 1 and 2 above shall be without prejudice to the Convention, this Agreement and the competence of the Spanish courts.

Article XXIII. Entry, residence and departure

The United Nations official assigned to head the activities of the United Nations at the Premises, officials, as well as members of the family forming part of the household, and experts on mission, shall have the right to enter into, reside in, travel freely within, and depart from Spain during the period of their assignment in Spain. Spain undertakes to facilitate their entry into and departure from Spain without charge and as promptly as possible.

Article XXIV. United Nations laissez-passer and certificate

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

2. In accordance with Section 26 of the Convention, similar facilities to those specified in Section 25 of the Convention shall be accorded to experts on mission and other persons who, though not the holders of United Nations *laissez-passer*, have a certificate that they are travelling on the business of the United Nations.

Article XXV. Identification cards

1. The United Nations shall issue all United Nations personnel an identification card showing full name, title, and photograph.

2. The individuals referred to in paragraph 1 above shall be required to present, but not to surrender, their United Nations identity cards upon request by appropriate authorities.

3. Spain shall issue the individuals referred to in paragraph I above with identity cards.

4. The United Nations shall inform the appropriate authorities whenever an official takes up or completes his or her assignment. It shall, at least once every year, send Spain a list of the officials and the members of their families forming part of their households.

Article XXVI. Social security

1. Officials are subject to the United Nations Staff Regulations and Rules including Article VI thereof which sets forth provisions concerning participation in the United Nations Joint Staff Pension Fund, health protection, sick leave and maternity leave, and a workers' compensation scheme in the event of illness, accident or death attributable to the performance of official duties on behalf of the United Nations. Accordingly, the Parties agree that the United Nations officials, irrespective of nationality or residency status, shall be exempt from all compulsory contributions to the social security schemes of Spain during their employment with the United Nations.

2. The United Nations agrees that officials, irrespective of nationality or residency status, shall, under conditions established by the Secretary-General, be required to participate in a medical insurance scheme established by the United Nations. Family members and dependants recognized under the applicable provisions of the United Nations Staff Regulations and Rules are eligible to be covered under the aforementioned medical scheme.

Article XXVII. Responsibility and insurance

1. Without prejudice to the Convention and this Agreement and any other applicable agreement, the United Nations shall insure or self-insure to cover its possible liabilities towards third parties arising out of its occupation and use of the Premises.

2. United Nations vehicles and aircraft shall carry third party insurance. The foregoing provision of this paragraph shall not apply to United Nations vehicles and aircraft which are stored on the Premises. In the event, however, stored vehicles or aircraft are operated in Spain outside of the Premises, they shall also carry third party insurance.

Article XXVIII. Settlement of disputes

1. In accordance with Article VIII, Section 29, of the Convention, the United Nations shall make provisions for appropriate modes of settlement of (a) disputes arising out of contracts or other disputes of a private law character to which the United Nations is a party; and (b) disputes involving any official or expert on mission who by reason of his/her official position enjoys immunity, if immunity has not been waived by the Secretary-General

2. Any dispute between the United Nations and Spain concerning the interpretation and implementation of the present Agreement, which is not settled by negotiation or other agreed mode of settlement under the Convention, shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen 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, even if rendered in default of one of the Parties.

Article XXIX. Final provisions

1. Spain shall cooperate with the United Nations at all times with a view to assisting the United Nations in the fulfilment of its purposes and the discharge of its functions under the present Agreement and any supplemental agreements thereto.

2. If Spain enters into any agreement with an intergovernmental organization containing terms and conditions more favourable than those extended to the United Nations under the present Agreement, Spain shall give favourable consideration to extending such terms and conditions to the United Nations at its request. Such terms and conditions shall be set forth in such an appropriate form as may be agreed between the Parties, in accordance with their internal legal requirements.

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

4. This Agreement may be terminated by either Party providing thirty-six (36) months prior notice in writing. In the event of such termination, the provisions of this Agreement shall remain in force for such additional period as might be necessary for the resolution of any dispute between the Parties.

5. The present Agreement shall be without prejudice to the privileges and immunities of the United Nations as set forth in the Convention.

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

7. This Agreement, and any amendments thereto, shall enter into force on the day following the date of receipt of the last of the notifications by which the Parties will have informed each other of the completion of their respective formal requirements, in accordance with their internal legal requirements.

In witness whereof the undersigned, duly authorized representatives of the United Nations and the Kingdom of Spain have, on behalf of the Parties, signed the present Agreement.

Done at Madrid, this twenty-eighth day of January 2009, in duplicate in the English and Spanish languages, both texts being equally authentic.

For the Kingdom of Spain

[Signed]

Maria Teresa Fernandez de la Vega
First Vice-President the Government

For the United Nations

[Signed]

Ban Ki-moon
Secretary-General of the United Nations

(d) Agreement between the United Nations and the Government of Qatar regarding the arrangement for the Third Session of the Conference of the States Parties to the United Nations Convention against Corruption. Vienna, 16 April 2009*

PREAMBLE

Whereas, the United Nations Convention against Corruption entered into force on 14 December 2005,

Whereas, pursuant to article 63 of the United Nations Convention against Corruption, a Conference of the States Parties to the Convention was established to improve the capacity of and cooperation between States Parties to achieve the objectives set forth in this Convention and to promote and review its implementation,

Whereas, the General Assembly in its resolution 47/202 of 22 December 1992, in operative paragraph 17, reaffirmed that United Nations bodies might hold sessions away from their established headquarters when the Government issuing the invitation for a session to be held within its territory agreed to defray, after consultations with the Secretary-General of the United Nations as to their nature and possible extent the actual additional cost directly or indirectly incurred, taking fully into account the Guidelines for the Preparation of Host Agreement Falling Under General Assembly Resolution 40/243, as well as resolution 47/202 of December 1992,

Now therefore, the United Nations and the Government of Qatar (hereinafter referred to as the "Government") do hereby agree as follows:

Article I. Date and place of the Conference

The Conference shall be held in Doha, Qatar, at the Conference Center supplement of Doha Sheraton Hotel and Resort, from 9 to 13 November 2009.

Article II. Participation in the Conference

1. The Conference shall be open to participation by the representatives or observers of:

- (a) Member States of the United Nations;
- (b) Entities and organizations which have received a standing invitation from the General Assembly to participate in the sessions and work of all international conferences convened under its auspices, in accordance with General Assembly resolutions 3237 (XXIX), 3280 (XXIX) and 31/152;
- (c) Organs of the United Nations;
- (d) Specialized agencies of the United Nations and the International Atomic Energy Agency;
- (e) Intergovernmental organizations;
- (f) Non-governmental organizations, with due regard to the provisions of the Rules of Procedure of the Conference of the States Parties to the United Nations Convention

* Entered into force provisionally on 16 April 2009 by signature, in accordance with article XIV.

against Corruption and section VII of Economic and Social Council resolution 1996/31 of 25 July 1996 and in particular to the relevance of their activities to the work of the Conference;

(g) Officials of the United Nations Secretariat.

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

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

4. Distinguished guests officially invited to the Conference by the Government shall be given access to the Conference area by the United Nations.

5. The Secretary of the Conference shall furnish the Government with name lists of the organizations and persons referred to in paragraph 1 of this Article, on the basis of information received by him, in due time before the opening of the Conference, on the understanding that such lists may not necessarily be exhaustive to ensure that the right of participation is not prejudiced.

Article III. Premises, equipment, utilities and supplies

1. The Government shall provide at its own expense, for as long as required for the Conference, the necessary premises, including conference rooms for formal and informal meetings, for the side events, delegates' and interpreters' lounges, suitable office space, storage areas, adequate space for the organization of exhibitions, and other related facilities as specified in the relevant Annexes (I-V).

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

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

4. The Government shall at its own expense furnish, equip and maintain such equipment as facsimiles, photocopying machines, personal computers with keyboards in the languages needed, word processors and printers and such other equipment and office supplies as is necessary for the effective conduct of the Conference and for use by press representatives covering the Conference.

5. The Government shall provide adequate supplies for producing the documentation of the Conference in the Conference Center supplement of Doha Sheraton Hotel and Resort, as required, and the United Nations shall reimburse the Government for the cost

of such supplies in an amount not to exceed the cost that would have been incurred by the United Nations for a similar quantity of supplies had the Conference been held at Headquarters (UNOV).

6. The Government shall install at its own expense, within the Conference area, a registration desk, a bank, a post office, telephone, facsimile, electronic mail, computer/Internet and cable facilities and information and travel facilities, as well as a secretarial service centre, equipped in consultation with the United Nations, for the use of delegations to the Conference on a commercial basis.

7. The Government shall install at its own expense, within the Conference area, or ensure the availability, at close proximity to the Conference area, as appropriate, restaurant facilities for the use of delegations to the Conference.

8. The Government shall install at its own expense facilities for written press coverage, film coverage, radio and television broadcasting of the proceedings, to the extent required by the United Nations.

9. In addition to the press, film, radio and television broadcasting facilities mentioned in paragraph 8 above, the Government shall provide, at its own expense, a press working area; a briefing room for correspondents; radio and television studios and areas for interviews and program preparation.

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

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

Article IV. Medical facilities

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

2. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital. Each participant shall be responsible for covering his/her medical expenses.

Article V. Accommodation

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

Article VI. Transportation

1. The Government shall provide transportation between Doha International Airport and the Conference area and main hotels for the members of the United Nations Secretariat servicing the Conference upon their arrival and departure.

2. The Government shall ensure the availability of transport for all participants and those attending the Conference between Doha International Airport, main hotels and Conference area.

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

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

Article VII. Police protection

The Government shall furnish, at its own expense, such police protection as is required to ensure the effective functioning of the Conference in an atmosphere of security and tranquility, free from interference of any kind. Such police services shall be under the direct supervision and control of a senior security officer provided by the Government and will assume the security of the areas adjacent to the Conference premises. Access to, and security of, the Conference premises and grounds shall be under the direct responsibility of a designated senior official of the United Nations Department of Safety and Security (UNDSS) who will work in close cooperation with the senior security officer provided by the Government.

Article VIII. Local personnel for the Conference

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

2. The Government, based on the exact requirements established by the United Nations in consultation with Government officials, shall engage and provide at its own expense an adequate number of technical personnel required, in addition to the United Nations staff, to:

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

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

(c) work as secretaries, typists, clerks, messengers, conference room ushers, drivers, and the like;

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

3. The Government shall arrange, at the request of the Secretary of the Conference, for some of the local staff referred to in paragraph 2 above, to be available before, during and after the closing of the Conference, including availability for night-time services, as required by the United Nations.

Article IX. Financial arrangements

1. The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall, in accordance with General Assembly resolutions 40/243 of 18 December 1985 and 47/202 of 22 December 1992, bear the actual additional costs directly or indirectly involved in holding the Conference in Qatar rather than at the United Nations Office at Vienna. Such costs, which are provisionally estimated at US\$ 737,533.00 shall include, but not be restricted to, the actual additional costs of travel and of staff entitlements of the United Nations staff assigned by the Secretary-General of the United Nations to plan for or service the Conference, as well as the costs of shipment of necessary equipment and supplies. Arrangements for such travel and shipment shall be made by the United Nations Secretariat in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices in regard to travel standards, baggage allowance, subsistence payments (*per diem*) and terminal expenses.

2. The Government shall, upon the signature of this Agreement, deposit with the United Nations the sum of US\$ 737,533.00, representing the total estimated costs referred to in paragraph 1 above.

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

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

5. After the conclusion of the Conference, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs incurred by the United Nations and to be borne by the Government pursuant to paragraph 1 of this article. These costs shall be expressed in United States dollars using the United Nations official rate of exchange at the time the United Nations paid the cost. The United Nations, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of the deposit advances referred to in paragraph 2 and 3 of this article. Should the actual additional costs exceed the deposit, the Government shall remit the outstanding balance within one month of the receipt of the detailed accounts. The final accounts 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 both the United Nations and the Government.

Article X. Liability

1. The Government shall be responsible for dealing with any action, claim or other demand arising out of:

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

(b) injury to persons or damage to or loss of property caused by, or incurred in using the transport services referred to in Article VI;

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

2. The Government shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim and other demand, except where the United Nations and the Government agree that such action, claim or other demand was caused by the gross negligence or willful misconduct of the United Nations or its officials.

3. The United Nations shall render reasonable assistance and shall exert its best efforts to make available to the Government relevant information, evidence and documents, which are in the possession of, or under the control of the United Nations, to enable the Government to deal with any action, claim or other demand contemplated in paragraph 1 of this article.

Article XI. Privileges and immunities

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which Qatar acceded on 26 September 2007, shall be applicable in respect to the Conference. In particular, the representatives of States referred to in article II, paragraph I (a) above, shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of the United Nations performing functions in connection with the Conference referred to in article II, paragraphs I (g) and 2 above, shall enjoy the privileges and immunities provided under articles V and VII of the Convention.

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

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

4. The privileges and immunities provided in the 1947 Convention on the Privileges and Immunities of the Specialized Agencies shall apply, *mutatis mutandis*, to the representatives of the specialized or related agencies referred to in article II, paragraph 1 (d) above.

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

6. All persons referred to in Article II shall have the right of unimpeded entry into and exit from Qatar, and no impediment shall be imposed on their transit to and from the Conference area. They shall be granted facilities for travel and visas and entry permits, where required, shall be granted free of charge, as speedily as possible and no later than two weeks before the date of the opening of the Conference. If the application for the visa is

not made at least two-and-a-half weeks before the opening of the Conference, the visa shall be granted no later than three days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the Conference are issued, where possible, at the airport of arrival to those who were unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the Conference.

7. For the purpose of the application of the Convention on the Privileges and Immunities of the United Nations, the Conference premises specified in Article I above shall be deemed to constitute premises of the United Nations and access thereto shall be under the control and authority of the United Nations. The premises shall be inviolable for the duration of the Conference, including the preparatory stage and winding-up. Distinguished guests officially invited to the Conference by the Government shall be given access to the Conference area by the United Nations.

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

Article XII. Import duties and tax

The Government shall allow the temporary importation, tax-free and duty-free, of all equipment and items, including technical equipment accompanying participants and representatives of information media, and shall waive import duties and taxes on supplies and materials necessary for the Conference. The Government shall issue without delay to the United Nations any necessary import and export permits for this purpose. No articles imported under this exemption may be sold, hired or lent out otherwise disposed of in Qatar except under conditions agreed with the Government.

Article XIII. Settlement of disputes

Any dispute between the United Nations and the Government concerning the interpretation or implementation of the present Agreement that is not resolved 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 of 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. Except as otherwise agreed by the Parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the Parties, and take all decisions by a two-thirds majority. Its decision on all questions of procedure and substance shall be final and, even if rendered in default of one of the Parties, be binding on both of them.

Article XIV. Final provisions

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

2. This Agreement shall be applied provisionally from the date of signature and shall enter into force immediately upon the written notification by the Government to the United Nations that the Agreement has been ratified in accordance with its constitutional procedures. The Agreement shall continue to be provisionally applied during the Conference and for any additional period required to finalize any other activity related to the Conference, until its entry into force.

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

Signed in duplicates; Arabic and English at Vienna, Austria on .../.../.... Hijra, coinciding with 16/04/2009 AD, both texts being equally authentic.

For the United Nations

[Signed] ANTONIO MARIA COSTA

Executive Director

United Nations Office on Drugs and Crime

For the Government of Qatar

[Signed] ALI BIN FETAIS AL-MARRI

Attorney-General

State of Qatar

**(e) Fourth Supplemental Agreement between the United Nations and the United States of America regarding the Headquarters of the United Nations.
New York, 18 June 2009***

The United Nations and the United States of America:

Considering that the General Assembly, in its resolution 60/282 of 30 June 2006, approved Strategy IV (phased refurbishment) for the implementation of the Capital Master Plan, and that Strategy IV contemplates, *inter alia*, the leasing by the United Nations of temporary space for office and library purposes;

Considering, in light of the need for such acquisitions, that Section 20 of the Agreement between the United States of America and the United Nations regarding the Headquarters of the United Nations (Headquarters Agreement), signed at Lake Success on 26 June 1947, allows for the conclusion of supplemental agreements as necessary to fulfill the purposes of the Headquarters Agreement;

Considering that, in furtherance of Strategy IV, the United Nations has acquired leases of certain additional office and library space, and that these additional premises lie outside what is currently defined as the Headquarters District in Annex I of the Headquarters Agreement and in the Supplemental Agreement of 9 February 1966 as amended by the Exchange of Notes of 8 December 1966, the Second Supplemental Agreement of 28 August 1969, and the Third Supplemental Agreement of 10 December 1980;

Considering that it is desirable that, with respect to these newly leased premises, the United Nations and its officials as well as representatives of the Member States of the Unit-

* Entered into force on 18 June 2009 by signature, in accordance with article III.

ed Nations be accorded the necessary privileges and immunities envisaged in Article 105 of the Charter of the United Nations and in the Headquarters Agreement;

Considering that Section 1 (a) of the Headquarters Agreement defines “headquarters district” to mean “(1) the area defined as such in Annex I; (2) any other lands or buildings which may from time to time be included therein by supplemental agreement with the appropriate American authorities;” and

Desiring to conclude a Fourth Supplemental Agreement in accordance with Section 20 and Section 1(a) of the Headquarters Agreement in order to include the newly leased premises within the Headquarters District;

Have agreed as follows:

Article I

The Headquarters District within the meaning of Section 1 (a) of the Headquarters Agreement, as modified by the Supplemental Agreement of 1966 as amended, the Second Supplemental Agreement of 1969, and the Third Supplemental Agreement of 1980, shall include the premises described in the Annexes to this Fourth Supplemental Agreement.

Article II

The Secretary-General of the United Nations shall notify the Permanent Representative of the United States of America to the United Nations immediately should any of the premises referred to in Article I and described in the Annexes to this Fourth Supplemental Agreement, or any part of such premises, cease to be used by the United Nations. Such premises, or such part thereof shall cease to be a part of the Headquarters District from the date of such notification.

Article III

This Fourth Supplemental Agreement shall enter into force upon its signature.

In witness whereof the respective representatives have signed this Fourth Supplemental Agreement.

Done in duplicate, in the English language, at New York this 18 day of June 2009.

ANNEX I

The building located at 305 East 46th Street, New York, New York, excluding the elevators, stairwells, and mechanical areas in the building; provided, however, that the mechanical areas in the building that contain the United Nations’ telecommunication wiring and data cabling shall not be excluded.*

* All as more particularly indicated on floor plans of these premises on file with the Secretariat of the United Nations.

ANNEX 2

The entire 8th, 9th, 10th, and 11th floors of the building located at 24-01 44th Road, Long Island City, New York. Said premises shall include all offices, rooms, halls, and corridors on the floors mentioned above but shall not include any lobbies, stairways, and elevators giving public access to other floors.

ANNEX 3

In the building located at 380 Madison Avenue, New York, New York:

- a. the entire garage, 2nd, 6th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, and 19th floors;
- b. the northeast portion of the 7th floor consisting of approximately 19.651 square feet; and
- c. units B03A and BO3C in the basement.

Said premises shall include all offices, rooms, halls, and corridors therein, but shall not include the elevators or stairwells giving public access to other floors, or the mechanical areas therein: provided, however, that the mechanical areas in the building which contain the United Nations' telecommunication wiring and data cabling shall be included.

**(f) Exchange of letters constituting an agreement between the United Nations and the Government of Egypt regarding the hosting of the Workshop on the Implementation of Security Council Resolution 1540 (2004) for Africa, to be held in Cairo, from 7 to 10 December 2009.
New York, 18 September 2009 and 7 October 2009***

I

18 September 2009

Excellency,

I have the honour to refer to your note dated 18 August 2009, confirming that your Government agrees to host a Workshop on the Implementation of United Nations Security Council Resolution 1540 (2004) in the Arab Republic of Egypt, to be held from 7 to 11 December 2009 (hereinafter referred to as "the Workshop") to be organized by the United Nations, represented by the Office for Disarmament Affairs (UNODA) (hereinafter referred to as "the United Nations"). I would like to take this opportunity to express my appreciation for your Government's kind offer. Further.

The Workshop, with the participation of States from the African region, aims at enhancing the national capacity for managing export control processes to further implementation efforts of resolution 1540 (2004) at a practical level. The Workshop is specifically tailored for border, customs and regulatory officials. It comprises the main elements of an export control process, including, *inter alia*, applicable laws (including national and international legal aspects), regulatory controls (including licensing provisions, end-user

* Entered into force on 7 October 2009, in accordance with the provisions of the said letters.

verification and awareness raising programmes) and enforcement (including commodity identification, risk assessment and detection methods). The Workshop is also aimed at improving information and experience-sharing between national and regional export control and enforcement authorities and enhancing cooperation between regulatory and enforcement officials and industry. Further, the Workshop is expected to assist the development, as appropriate, of assistance requests related to the implementation of resolution 1540 (2004). The Workshop will serve as a platform to enhance, as appropriate, cooperation with intergovernmental, regional and sub-regional organizations in the provision of such assistance.

The Workshop will be attended by:

- (a) Representatives of Ghana, Republic of Kenya, Kingdom of Morocco, Nigeria, Republic of Uganda, Republic of South Africa, Republic of the Congo, Socialist People's Libyan Arab Jamahiriya, and United Republic of Tanzania;
- (b) Governmental officials of the Arab Republic of Egypt and other States;
- (c) Representatives of the European Union;
- (d) Representatives of inter-governmental organizations;
- (e) Representatives of non-governmental organizations and academic institutions;
- (f) Representatives of the 1540 and 1267 Committees of the United Nations Security Council and their experts;
- (g) Officials of the United Nations; and
- (h) Officials of Specialized and Related Agencies of the United Nations including officials of the International Atomic Energy Agency and the Organization for the Prohibition of Chemical Weapons.

The total number of participants will approximately be 60. The United Nations will, in due course, prior to the Workshop, inform the Government of the Arab Republic of Egypt of the names of the participants as specified above.

The Workshop will be conducted in English and Arabic.

I have the honour to propose that the following terms shall apply to the Workshop:

1. The United Nations shall be responsible for the planning and conduct of the Workshop including:

- (a) the drawing up of its programme, sending invitations and making travel arrangements for participants;
- (b) provision of travel and daily subsistence allowance for sponsored participants;
- (c) provision of travel and daily subsistence allowance for UN officials, representatives of the 1540 Committee and its experts;
- (d) rental of conference facilities;
- (e) provision of sound system, if necessary;
- (f) provision of equipment, including computers, printers and copy machines, as well as supplies, such as name plates, ID cards, stationary, etc.
- (g) hiring of local temporary secretariat staff and conference assistants;
- (h) provision of coffee breaks;

- (i) interpretation equipment, if necessary; and
 - (j) provision of local transportation.
2. The Government of the Arab Republic of Egypt shall be responsible for:
- (a) provision of political and administrative focal points; and
 - (b) designation of a General Coordinator for the Workshop.

3. The Convention on the Privileges and Immunities of the United Nations (hereinafter referred to as “the Convention”), adopted by the General Assembly on 13 February 1946, to which the Government of the Arab Republic of Egypt is a Party, shall be applicable in respect of the Workshop. In particular, representatives of States participating in the Workshop shall enjoy the privileges and immunities provided under Article IV of the Convention. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under Articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under Articles V and VII of the Convention. The Government shall apply to the officials of the Specialized and Related Agencies of the United Nations, Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947.

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

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

6. All participants and United Nations officials performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from the Arab Republic of Egypt. Visas and entry permits, where required, shall be granted as speedily as possible and free of charge.

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

7. The Government shall, at its expense, provide such police protection as is required to ensure the safety of the participants and United Nations officials and the effective functioning of the Workshop in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision and control of a senior officer provided by the Government, this officer shall work in close cooperation with a designated senior official of the United Nations.

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

(a) injury to persons or damage to or loss of property at the Workshop site, or in the conference or office premises that are provided for the Workshop;

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

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

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

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

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

[Signed] SERGIO DUARTE

High Representative for Disarmament Affairs

II

7 October 2009

Excellency,

In response to the your letter dated 18 September 2009 (copy attached) transmitting the terms proposed by the Secretariat for the arrangement for hosting in Egypt of the workshop on the implementation of Security Council resolution 1540 (2004), I have the pleasure to inform you that the Government of the Arab Republic of Egypt hereby confirms its approval of the terms of the attached proposal.

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

[Signed] AMBASSADOR MAGED ABDELAZIZ
Permanent Representative

(g) Exchange of letters constituting an agreement between the United Nations and the Republic of Indonesia regarding the United Nations Regional Training of Trainers Course, to be held in Jakarta, from 19 to 30 October 2009. New York, 16 October 2009 and 26 October 2009*

I

16 October 2009

Excellency,

I have the honour to refer your Note Verbal no s/219/PM/202/VIII/2009, reflecting your willingness to host the United Nations Regional Training of Trainers Course, hereinafter referred to as “the Course”.

The Course, organized by the United Nations, represented by the Department of Peacekeeping Operations, hereinafter referred to as the “United Nations”, in cooperation with the Government of Indonesia, represented by the Permanent Representative of Indonesia to the United Nations, hereinafter referred to as “the Government”, will be held at the TNI Peacekeeping Center in Jakarta, Indonesia from 19 October to 30 October 2009.

The purpose of the Course will be to familiarise participants (Military Officers holding the ranks of Major to Lieutenant Colonel) to United Nations pre-deployment training standards called Core Pre-deployment Training Materials (CPTM) and Specialised Training Materials (STM) in order to improve the peacekeeping training capacity of Member States (Troops Contributing Countries).

1. Participation

There will be no more than twenty-seven (28) [*sic.*] participants including:

- i. Up to sixteen (16) military officers from regional Troops Contributing Countries;
- ii. Up to six (6) participants from the host nation;
- iii. One (1) trainer from Member States;
- iv. Up to five (5) UN officials.

2. Language

The Course will be conducted in English.

3. Financial Arrangements

The financial arrangements for the Course shall be shared as follows:

- i. The United Nations Department of Peacekeeping Operations will fund:

* Entered into force on 26 October 2009, in accordance with the provisions of the said letters.

- a. The cost of airfare, daily subsistence allowance and terminal expenses for the duration of their stay at the Course site for participants detailed in paragraph i, ii, iii and iv;
 - b. Training materials and documentation as deemed necessary by the Integrated Training Service (ITS);
 - c. The cost of name badges and name boards for all participants detailed in paragraph 1;
 - d. The cost of agreed stationary and office supplies required for official Course administration;
 - e. The costs associated with the use of high-volume copy machines;
 - f. The cost of transportation from/to airport to/from hotel/Course site, including a car with a driver for the United Nations staff participating in the Course for the whole duration of the Course;
 - g. Communications costs associated with the use of telephones, faxes and the internet required for official Course administration.
- ii. The Government of Indonesia shall provide at no cost to the United Nations:
- a. Provide one (1) plenary conference room, equipped with public address (PA) system, LCD projector with associated PC, white board and flip chart with stand;
 - b. Provide up to three (3) separate rooms for syndicate (working group) discussions;
 - c. Provide one (1) room for the Course Secretariat equipped with three (3) desktop computers with internet access, CD burners, two (2) printers (1 color and 1 black & white), fax and telephone with international line (for official use only);
 - d. Providing the facilitator's room equipped with four (4) desktop computers with internet access, and one (1) black & white printer;
 - e. Providing commercial communication equipment for domestic and international private calls (costs will be borne by individuals);
 - f. Arrangements for adequate accommodation or residence for participants and United Nations trainers, including meals, at a cost agreed with the United Nations;
 - g. Arranging transportation from/to airport, to/from hotel/Course site, including a car with driver for United Nations staff participating in the Course for the whole duration of the Course;
 - h. Cover the cost of meals and accommodation for participants detailed in paragraphs 1.ii and 4.ii.a and b;
 - i. Cover the cost of provision of personnel for the Course;
 - j. Medical coverage for minor ailments, first aid and, if needed, immediate transport to a hospital. Should major treatment be required, the host Government will provide adequate facilities for all participants detailed in paragraph

- l i, and iv, which will be at individual (for those with medical insurance) or her/his national government expense;
 - k. Welcoming and closing ceremonies in accordance with host country's standards;
 - l. Social events, if any.
4. Miscellaneous
- i. The United Nations will prepare:
 - a. A final Course programme and associated training materials;
 - b. A final list of all participants, in consultation with the Government of Indonesia;
 - c. A list of participants to the Government of Indonesia at least twenty (20) days before the Course starts;
 - d. A final report of the Course.
 - ii. The Government of Indonesia will prepare at no cost to the UN:
 - a. Appointing liaison and administrative officers as Executive Secretaries of the Course, who will be responsible, in consultation with United Nations representatives, for all administrative and personnel arrangements for the Course;
 - b. Providing staff (English-speaking typists and assistant Course officers) to ensure the efficiency of the Course.
5. In addition, I wish to propose that the following terms shall apply to the Course:
- i. The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 ("the Convention"), to which the Government is a party, shall be applicable in respect of the Course. In particular, the participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Course shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the Specialized Agencies participating in the Course shall be accorded the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly, on 21 November 1947;
 - ii. Without prejudice to the provisions of the Convention, all participants and persons performing functions in connection with the Course shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Course;
 - iii. Personnel provided by the Government for the Course shall enjoy immunity from legal process in respect of words spoken or written or any act performed by them in their official capacity in connection with the Course;

- iv. All participants and all persons performing functions in connection with the Course shall have the right to unimpeded entry and exit from Indonesia. Visas and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Course, visas shall be granted not later than two weeks before the opening of the Course. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later than three days before the opening. 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 Course;
- v. The Government shall furnish such police protection as may be required to ensure the effective functioning of the Course in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision and control of a senior officer provided by the Government, this officer shall work in close co-operation with a designated senior official of the United Nations.
- vi. The Government shall be responsible for dealing with any action, claim or other demand against the United Nations or its officials and arising out of:
 - a. Injury to persons or damage to or loss of property in the Course premises that are provided by or are under the control of the Government for the Course;
 - b. Injury to persons or damage to or loss of property caused by, or incurred in using the transportation services provided by or are under the control of the Government;
 - c. The employment for the Course of personnel provided or arranged by the Government;

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

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

- viii. I further propose that upon receipt of your Government's confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and Indonesia on the holding of the, United Nations Regional Training of Trainers Course which shall enter into force on the date of your reply and shall remain in force for the duration of the Course, and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled.

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

[Signed] ALAIN LE ROY
Under-Secretary-General
for Peacekeeping Operations

II

26 October 2009

Excellency,

The Permanent Mission of the Republic of Indonesia to the United Nations presents its compliments to the Department of Peacekeeping Operations, and with reference to its letter dated 16 October 2009 concerning the exchange of letters for Training of Trainers (TOT) Course, has the honor to inform that the Government of Indonesia has confirmed its agreement to the exchange of letters.

The Government of the Republic of Indonesia is very pleased to host the course to be held in Jakarta, Indonesia, from 19 October to 30 October 2009 and expresses its readiness to serve as a regional hub for TCC/PCC peacekeeper capacity building.

The Permanent Mission of the Republic of Indonesia avails itself of this opportunity to renew to the Department of Peacekeeping Operations the assurance of its highest consideration.

[Signed] HASAN KLEIB
Ambassador/Charge d'affaires a.i.

(h) Exchange of letters constituting an agreement between the United Nations and the Government of the Netherlands concerning the International Seminar on Early Warning and Business Cycle Indicators, to be held in Scheveningen, from 14 to 16 December 2009. New York, 12 November 2009 and 23 November 2009*

I

12 November 2009

Excellency,

I have the honour to refer to the arrangements concerning the "International Seminar on Early Warning and Business Cycle Indicators" (hereinafter referred to as "the Semi-

* Entered into force on 23 November 2009, in accordance with the provisions of the said letters.

nar”). The Seminar will be organized by the United Nations represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”), and the Government of the Kingdom of the Netherlands represented by Statistics Netherlands (hereinafter referred to as “the Government”). The Seminar will be held at Statistics Netherlands office in The Hague, The Netherlands, from 14 to 16 December 2009.

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

1. The Seminar will be attended by the following participants:
 - a) up to 22 participants from developing countries selected by the United Nations;
 - b) local government officials selected by the Government;
 - c) up to 4 officials from the United Nations;
 - d) other participants invited by the United Nations, including representatives of regional and international organizations and the United Nations system.
2. The total number of participants will be approximately 70. The list of participants will be determined by the United Nations in consultation with the Government prior to the holding of the Seminar.
3. The Seminar will be conducted in English.
4. The United Nations will be responsible for:
 - a) planning and running of the Seminar and the preparation of the appropriate documentation;
 - b) invitations as well as the selection of participants as specified in paragraphs 1 (a), 1 (c) and 1 (d);
 - c) administrative arrangements and costs relating to the issuance of airline tickets and the payment of subsistence allowance for the participants as specified in paragraphs 1 (a) and 1 (c);
 - d) substantive support during and after the Seminar.
5. The Government will be responsible for:
 - a) local counterpart staff to assist with the planning and any necessary administrative support during the Seminar;
 - b) reproduction of the Seminar materials;
 - c) any necessary office supplies and equipment, including stationery, personal computers, printers and photocopiers;
 - d) invitation as well as any costs related to the participation of national participants as specified in paragraph 1(b);
 - e) conference facilities for the Seminar.
6. The cost of transportation and daily subsistence allowance for other participants as specified in paragraph 1 (d) will be the responsibility of their organizations.
7. As the Seminar will be convened by the United Nations, I wish to propose that the following terms shall apply:
 - a) The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 (“the Convention”), to which the Govern-

ment is a party, shall be applicable in respect of the Seminar. In particular, the participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by articles VI and VII of the Convention.

Officials of the United Nations participating in or performing functions in connection with the Seminar shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the Specialized Agencies participating in the Workshop shall be accorded the privileges and immunities under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947;

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

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

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

The provisions outlined in the paragraph above do not exclude the presentation by the Government of well-founded objections concerning a particular individual. Such objections, however, must relate to specific criminal or security related matters and not to nationality, religion, professional or political affiliation.

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

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

a) injury to persons or damage to or loss of property in conference or office premises provided for the Seminar;

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

c) the employment for the Seminar of personnel provided or arranged for by the Government; and

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

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

any other applicable agreement, shall, unless the Parties otherwise agree, be resolved by negotiations or other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement, shall be submitted at the request of either Party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairperson, by the other two arbitrators. If either Party does not appoint an arbitrator within three months of the other Party having notified the name of its arbitrator, or if the first two arbitrators do not, within three months of the appointment or nomination of the second one of them, appoint the Chairperson, then such arbitrators shall be nominated by the President of the International Court of Justice at the request of either Party to the dispute. Except as otherwise agreed by the Parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the Parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the Parties, be binding on both of them.

I further propose that upon receipt of your Government's confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of the Kingdom of the Netherlands regarding the hosting of the Seminar, which shall enter into force on the date of your reply and shall remain in force for the duration of the Seminar and for such additional period as is necessary for its preparation and for the completion of its work and for the resolution of any matters arising out of the Agreement.

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

[Signed] SHA ZUKANG
Under-Secretary-General

II

New York, 23 November 2009

Dear Under-Secretary-General,

I have the honor to refer to your letter reference DESA-09/1702 of 12 November 2009, relating to the proposed arrangements for the hosting of the "International Seminar on Early Warning and Business Cycle Indicators", which is scheduled to be held in Scheveningen, the Netherlands, from 14 to 16 December 2009, which reads as follows:

[See letter I]

In reply, I have the honor to confirm that the terms of your proposal are acceptable to the Government of the Kingdom of the Netherlands. Consequently, your letter and this reply shall constitute an Agreement between the United Nations and the Government of the Kingdom of the Netherlands, which shall enter into force on the date of this reply and shall remain in force for the duration of the Seminar and for such additional period as is necessary for its preparation and for the completion of its work, and for the resolution of any matters arising out of the Agreement, however, not to exceed one year.

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

[Signed] HERMAN SCHAPER

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

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

In 2009, the following State acceded to the Convention:^{**}

<i>State</i>	<i>Date of receipt of instrument of accession</i>	<i>Specialized agencies</i>
Morocco	8 July 2009	WTO ^{***}

2. Food and Agriculture Organization of the United Nations

**(a) Agreements regarding the establishment of Food and Agriculture
Organization of the United Nations (FAO) Representations and Regional Offices**

Supplementary agreements were signed for the Near East Regional Office (Egypt), the Sub-Regional Office for the Caribbean (Barbados) and the Sub-Regional Office for North Africa (Tunisia).

**(b) Agreements based on the standard Memorandum of Responsibilities
in respect of FAO sessions**

Agreements concerning specific sessions held outside FAO Headquarters, containing provisions on privileges and immunities of FAO and participants similar to the standard text,^{***} were concluded in 2009 with the Governments of the following countries acting as hosts to such sessions: Brazil, Kenya, Mexico, Montenegro, Morocco, Philippines, Slovakia, Slovenia, Tunisia and the United States of America.

^{*} United Nations, *Treaty Series*, vol. 33, p. 261.

^{**} For the list of the State parties, see *Multilateral Treaties Deposited with the Secretary-General*, available on the website of the Treaty Section of the United Nations Office of Legal Affairs: <http://treaties.un.org/Pages/ParticipationStatus.aspx>.

^{***} See United Nations Juridical Yearbook 1972, United Nations Publications, Sales No. E.74.V.1, page 32.

3. United Nations Educational, Scientific and Cultural Organization

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.

4. World Bank Group and the International Monetary Fund

Memorandum of Understanding between the Government of the Republic of Turkey and the World Bank Group (International Bank for Reconstruction and Development, International Finance Corporation, International Development Association, International Centre for Settlement of Investment Disputes, Multilateral Investment Guarantee Agency) and the International Monetary Fund for the 2009 Annual Meetings of the Boards of Governors of the World Bank Group and the International Monetary Fund. Singapore, 20 September 2006

Whereas on November 16, 2005, the World Bank Group (the International Bank for Reconstruction and Development (IBRD), the International Finance Corporation (IFC), the International Development Association (IDA), the International Centre for Settlement of Investment Disputes (ICSID), and the Multilateral Investment Guarantee Agency (MIGA) (collectively hereunder called the "Bank") and the International Monetary Fund (hereunder called the "Fund"), received invitations made on behalf of the Government of Turkey to hold the 2009 Annual Meetings of the Boards of Governors' of the Bank and the Fund in Istanbul;

Whereas on August 21, 2006, the Boards of Governors of the Bank and the Fund adopted resolutions accepting the said invitations;

Whereas the Government of Turkey, the Bank and the Fund recognize the need to start the preparation of the Annual Meetings well in advance of the date set for such meetings and to agree on the basic responsibilities of each party in this task;

Now therefore, the parties hereto agree as follows:

1. DEFINITIONS

In this Memorandum of Understanding:

- a. "Government" means the Government of the Republic of Turkey.
- b. "Organizations" means the Bank and the Fund.
- c. "Meetings" means the 2009 Annual Meetings of the Boards of Governors of the Organizations and any ancillary meetings to be held in Turkey.
- d. "Articles of Agreement" means the Agreements establishing the Fund, IBRD, IFC, IDA and the Conventions establishing ICSID and MIGA.

2. DATES OF 2009 ANNUAL MEETINGS

Arrangements will be made for the Annual Meetings of the Organizations to be held in Istanbul on Tuesday, October 6 and Wednesday, October 7, 2009, both inclusive, it being understood that ancillary meetings will be held commencing possibly as early as Monday, September 28, 2009, and continuing after the Annual Meetings, possibly through Thursday, October 8, 2009.

3. OBLIGATIONS OF THE GOVERNMENT

a. Status, privileges and immunities

(1) The Government notes the legal status and privileges and immunities of the Organizations, and their Governors, Executive Directors, Alternates, members of committees, representatives, advisors to any of the foregoing persons, and their officers and employees, accorded by the Articles of Agreement of the respective Organizations, and shall continue to comply with its obligations under these Articles. In particular, the Government shall assure expeditious entry procedures, including the issuance of visas when required for the above noted individuals of the Organizations to be present for the Meetings, as well as for the accompanying family members of all the foregoing officials and individuals. The Government shall also assure expeditious entry procedures, including the issuance of visas when required for any observers and other persons who are accredited to or invited by the Organizations to be present for the Meetings.

(2) The Government agrees that the Governors, Executive Directors, Alternates, members of committees, representatives, advisors to any of the foregoing persons, and the officers and employees of the Organizations shall enjoy within and with respect to the territory of Turkey immunity from personal arrest or detention, and from seizure of their personal baggage.

(3) The Government further agrees that representatives of members of the Organizations at the Meetings shall have the right to use codes and to receive papers or correspondence by courier or in sealed bags and that all papers and documents of these representatives shall be inviolable.

b. Custom taxes and other immunities

(1) The Organizations are immune from search, confiscation, expropriation, or any other form of seizure by executive or legislative action with respect to their property and assets. Their archives are inviolable. The Organizations, their assets, property, income, operations, and transactions authorized by their respective Articles of Agreement are immune from all taxation. Moreover, no value-added-tax, or similar tax, shall be levied on the supply of goods, services, or accommodation to the Organizations, whether the tax is due by the seller/supplier or the purchaser. The Organizations are also immune from liability for the collection or payment of any tax or duty. Accordingly, the Government shall arrange to have admitted, and the exit permitted, free of duty and without inspection, of all property brought into or taken from Turkey, by or on behalf of the Organizations, for the 2009 Annual Meetings. Such property shall be identified by special shipping labels issued by the Organizations in collaboration with the Government.

(2) Personal baggage belonging to the Organizations' Governors, Executive Directors, Alternates, members of committees, representatives, advisors to any of the foregoing persons, and their officers and employees identified by special luggage tags to be issued by the Organizations in collaboration with the Government, shall be admitted free of duty and taxes and expedited through customs upon entry into, and exit from, Turkey. Other persons who are accredited to or invited by the Organizations to be present for the meetings shall be granted standard *bona fide* travellers' allowances and their personal baggage, identified by special luggage tags to be issued by the Organizations in collaboration with the Government, expedited through customs upon entry into, and exit from, Turkey.

(3) The Government shall ensure that the Organizations are able to send and receive communications in connection with the Meetings without censorship or interference. The communications of the Organizations shall be accorded the same treatment as the official communications of other Governments.

c. Services and facilities for the meetings

The Government shall provide the services and facilities for the Meetings as set forth below. The Organizations have furnished to the Government copies of their manual entitled "Annual Meetings Requirements Manual" ("Requirements Manual") which serves as a guide to the requirements of the Meetings. The Organizations have informed the Government that the Requirements Manual is expected to be modified following the 2006 Annual Meetings, as a result of revised requirements, and the review by the Organizations' Executive Boards of the 2006 Meetings. The Organizations shall communicate the modified requirements to the Government as soon as they are completed and the Government shall use its utmost efforts to meet any new requirements to the extent that space and facilities is available in convenient and appropriate locations in Istanbul. The Government shall also permit public expression by accredited participants and non-participants in connection with the Annual Meetings

in a manner that is consistent with the Government's obligations under this Memorandum, including as noted in Section 3 c (5) (b), and is acceptable to the Organizations.

(1) *Accommodation*

(a) The Government, at its expense, shall provide space for, and set up and dismantle, offices, meeting rooms, banqueting rooms, and other facilities, in the CNR Centre, or other venues, as deemed necessary by the Organizations in consultation with the Government, as required and agreed between the Secretaries of the Organizations and the Government, or their respective designees. Assignment of this space shall be determined by the Organizations.

(b) The Government shall also arrange to make available approximately 330 offices, within the facilities mentioned in (a) above, for the period Saturday, September 26, 2009, (or earlier) through Wednesday, October 7, 2009 (or later), to be for use by, and at the expense of, individual delegations, and observer organizations, and approximately 620 offices for the same period to be used by Executive Directors, the managements and other staff of the Organizations, and the Joint Secretariat. Assignment of this space shall also be determined by the Organizations.

(c) The Government shall also arrange with various hotels, as specified by the Secretaries of the Organizations or their designees, in close consultation with the Government or its designees, 4,000 units, for sleeping accommodation to be made available for official participants in the Meetings at the participants' expense. Assignment of sleeping accommodation to individuals shall be done by the Organizations no later than Monday, September 7, 2009, and any sleeping accommodation unassigned at that date shall be released as determined by the Organizations. In addition, the Government will make arrangements for accommodation for Visitors, as defined in the Requirements Manual, to the Annual Meetings at the Visitors' own expense.

(2) *Temporary employees*

The Government shall assist the Organizations in recruiting, in accordance with local laws and other requirements, such temporary employees of the Organizations as may be required for the conduct of the Meetings in accordance with specifications to be furnished sufficiently in advance to the Government by the Organizations. The Government shall bear the administrative cost of this assistance and shall meet the payroll expenses for such temporary employees on behalf of the Organizations, subject to reimbursement, as set out in paragraph 4. a. below.

(3) *Transportation services*

The Government shall provide, at its expense, local transportation services for the delegations and the Organizations that will be determined between the Secretaries of the Organizations and the Government, or their respective designees. Local transportation will include, but not be limited to, transportation between the airport and designated hotels, between designated hotels and the registration site, between the registration site and the Annual Meetings site, between designated hotels and the Annual Meetings site. Transportation shall also be provided for official social events.

(4) *Supplies, equipment and services*

The Government shall provide, without cost to the Organizations, supplies, furniture, equipment, utilities (including connections), communications facilities, and services required

for offices and meeting rooms, in accordance with lists to be supplied by the Organizations. In general, the requirements shall be in accordance with the guidance provided in the Annual Meetings Requirements Manual. However, models and quantities may be modified by mutual agreement of the parties to meet requirements. In recognition of the need to offset some of the costs incurred in hosting the Annual Meetings, the Organizations note that the Government may need to raise funding, and solicit goods and services in kind, from private sector companies and other organizations. In this context, however, the Organizations, the Annual Meetings, or any associated event, may not be associated with any private sector entities, or other organization(s), without the prior approval of the Organizations.

(5) *Security, Safety and Health Measures*

(a) The Government shall, at its own expense:

- (i) provide fire protection and ambulance service at the site of the Meetings;
- (ii) provide a medical room staffed with a physician and a qualified nurse from at least 8:30 a.m. to 6:30 p.m. each day beginning Monday, September 28, through Friday, October 9, 2009 or later if required; provide for a physician to be available on call during that part of the day when no physician is in the health room; and make arrangements for the availability of dentists and other medical specialists to the participants while in Istanbul; and
- (iii) arrange adequate emergency medical facilities at the Ataturk International Airport during the periods September 28 to October 10, 2009, all dates inclusive.

(b) The Government shall take all necessary measures for the safe passage of all persons referred to in paragraph 3. a. above in and out of Turkey and for their personal security and the safety of their property and the property of the Organizations and delegations during their stay there.

(6) *Transportation of Equipment*

The Government shall pay the cost of transporting the Organizations' shipments within Turkey.

(7) *Traffic*

The Government shall use its best efforts to expedite traffic flows between the site of the Meetings and the hotels in which most of the participants will be housed.

4. OBLIGATIONS OF THE ORGANIZATION

The Organizations shall:

- a. Reimburse the payroll expenses for personnel recruited in accordance with paragraph 3 c (2) above;
- b. Provide minor supplies and equipment, which it is agreed cannot or should not be furnished by the Government or as specified in the Requirements Manual;
- c. Pay for communications initiated by the Organizations including, without limitation, the actual charges for mail, cables, facsimile and carrier traffic so initiated, as well as for leased lines between the Organizations in Turkey and Washington, D.C. for data and facsimile traffic;
- d. Pay for social events arranged by the Organizations; and

e. Pay all transportation expenses for the Organizations' shipments to the port of entry into Turkey and from there to destinations outside Turkey.

5. UNDERTAKINGS

The undertakings of the Government under this Memorandum of Understanding shall be effected in accordance with relevant and applicable laws.

6. NATURAL DISASTER OR A MAJOR EMERGENCY

In the event of any material adverse change in the condition of the host country due to the emergence of a natural disaster, such as earthquake, or an emergency situation the Government and the Organizations shall consult as to the possible suspension or postponement of the date of the Meetings.

7. CHANNEL OF COMMUNICATIONS

Channels of Communications on matters related to the Meetings and to this Memorandum of Understanding shall be as follows:

a. For the Organizations:

Mail Address:

Joint Secretariat
IMF-World Bank Group
Washington, DC 20431, USA

Courier Deliveries:

Joint Secretariat
IMF-World Bank Group
IMF Building
700-19th Street, N.W.
Washington, DC 20006, USA

Facsimile Number:

(1-202) 623-4100

b. For the Government:

Mail Address:

IMF-Dünya Bankası 2009 Yıllık Toplantıları Komitesi
Hazine Müsteşarlığı, Ankara, 06510, Turkey

Courier Deliveries:

IMF-Dünya Bankası 2009 Yıllık Toplantıları Komitesi
Hazine Müsteşarlığı
İsmet İnönü Bulvarı, No: 36
Emek-Ankara, 06510, Turkey

Facsimile Number:

(90) 312-2128550

(90) 312-2128737

8. AUTHORITY

This Memorandum of Understanding shall be carried out, and all action deemed necessary in connection therewith, shall be taken by the Undersecretariat of Treasury for the Government and by the Secretaries of the Bank and the Fund for the Organizations, or their respective designees.

9. CONSIDERATION OF TIME AND ECONOMY

The Organizations and the Government will cooperate to ensure that notice of any changes proposed to this Memorandum of Understanding will be given as early as practicable and that best efforts shall be made to minimize the costs of the Meetings and to facilitate the smooth functioning of the Meetings and the preparation for them in a collaborative spirit.

For the World Bank Group:

[Signed] PAUL WOLFOWITZ

President

Date 09/20/2006

For the International Monetary Fund:

[Signed] RODRIGO DE RATO

Managing Director

For the Government of Turkey:

[Signed] İBRAHİM H. CANAKCI

Undersecretary of Treasury

Date September 20, 2006

[Signed] ALİ BABACAN

Minister of State

Date September 20, 2009

5. United Nations Industrial Development Organization

(a) Memorandum of cooperation between the United Nations Industrial Development Organization and the Eurasian Economic Community (EurAsEC). 19 January 2009*

Article V Privileges and Immunities

Nothing in or relating to the Memorandum of Cooperation shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNIDO or EurAsEC.

* Entered into force on 19 January 2009.

(b) Memorandum of understanding between the United Nations Industrial Development Organization and the Latin American Energy Organization (OLADE). 16 and 25 February 2009^{*}

Article IV. General Provisions

...

IV.5. Nothing in or relating to this Memorandum of Understanding shall be deemed a waiver, express or implied, of any of the privileges and immunities of UNIDO or OLADE.

(c) Implementation agreement between the United Nations Environment Programme (UNEP) and the United Nations Industrial Development Organization (UNIDO) and the Government of Sudan, represented by its Higher Council for Environment and Natural Resources for the project entitled "Development of a Sustainable Integrated National Programme for Sound Management of Chemicals". 24 March 2009^{}**

*Article 5
Status of Personnel*

For the purpose of implementation of this Agreement, no agents or employees of the Administrative Agent, the Participating Organization and the Applicant shall be considered as an agent or employee of any of the others and, thus, the personnel of one shall not be considered as staff members, personnel or agents of any of the others. Without restricting the generality of the preceding sentence, the Administrative Agent, the Participating Organization and the Applicant shall not be liable for the acts or omissions of the others or their personnel, or of persons performing services on their behalf.

*Article 6
Dispute settlement*

The Administrative Agent, the Participating Organization and the Applicant shall use their best efforts to promptly settle through direct negotiations any dispute, controversy or claim arising out of or in connection with this Agreement or any breach thereof. Any such dispute, controversy or claim which is not settled within sixty (60) days from the date either party has notified the other party of the nature of the dispute, controversy or claim and of the measures which should be taken to rectify it, shall be resolved through consultation between the Executive Heads of the Parties or their duly authorized representatives.

^{*} Entered into force on 25 February 2009.

^{**} Entered into force on 24 March 2009.

(d) Memorandum of understanding between the United Nations Environment Programme (UNEP), the United Nations Industrial Development Organization (UNIDO) and the United Nations Development Programme (UNDP) regarding the Operational Aspects of the United Nations China appeal for Wenchuan earthquake early recovery support – environment sector (parts I and II) in China*

SECTION I

APPOINTMENT OF ADMINISTRATIVE AGENT; ITS STATUS, DUTIES AND FEE

...

5. None of the Participating United Nations Organizations will be responsible for the acts or omissions of the Administrative Agent or its personnel, or of persons performing services on its behalf, except in regard to its respective contributory acts or omissions. With respect to contributory acts or omissions of the Participating UN Organizations, the resulting responsibility will be apportioned among them or any one of them to the extent of such contributory acts or omissions, or as may otherwise be agreed. In addition, donors will not be directly responsible for the activities of any person employed by the Participating United Nations Organizations or the Administrative Agent as a result of this Memorandum of Understanding.

...

SECTION III

ACTIVITIES OF THE PARTICIPATING UNITED NATIONS ORGANIZATIONS

...

3. Where a Participating United Nations Organization wishes to carry out its Joint Programme activities through or in collaboration with a third party, it will be responsible for discharging all commitments and obligations with such third parties, and no other Participating United Nations Organization, nor the Administrative Agent, will be responsible for doing so.

4. In carrying out their Joint Programme activities, none of the Participating United Nations Organizations will be considered as an agent of any of the others and, thus, the personnel of one will not be considered as staff members, personnel or agents of any of the others. Without restricting the generality of the preceding sentence, none of the Participating United Nations Organizations will be liable for the acts or omissions of the other Participating United Nations Organizations or their personnel, or of persons performing services on their behalf.

* Entered into force on 9 April 2009.

(e) Memorandum of understanding between the Government of Spain and the United Nations Industrial Development Organization, regarding the implementation of certain projects in Latin America and the Caribbean. 25 March and 20 April 2009*

13. Nothing in this agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including UNIDO.

(f) Memorandum of understanding between the United Nations Industrial Development Organization (UNIDO) and the United Nations Office for Project Services (UNOPS) on collaborative arrangements in the Enhanced Integrated Framework programme. 24 June 2009**

Article I

TFM ; its Status, Duties and Fee

...

2. UNIDO shall not be responsible for the acts or omissions of the TFM or its personnel, or of persons performing services on its behalf, except in regard to any UNIDO's contributory acts or omissions of its own. With respect to such contributory acts or omissions, the resulting liability shall be apportioned among them or any one of them to the extent of such contributory acts or omissions, or as may otherwise be agreed.

...

Article III

UNIDO Activities

...

3. Where UNIDO wishes to carry out its Project/Programme activities through or in collaboration with a third party as specified in the relevant Project/Programme Documents, it shall be responsible for discharging all commitments and obligations with such third parties, and no other Partner United Nations Organization, nor the TFM, shall be responsible for doing so.

4. In carrying out their Project/Programme activities, UNIDO shall not be considered as an agent of any of the other Partner Organizations and, thus, the personnel of one will not be considered as staff members, personnel or agents of any of the others. Without restricting the generality of the preceding sentence, none of the Partner United Nations Organizations will be liable for the acts or omissions of the others or their personnel, or of persons performing services on their behalf.

* Entered into force on 19 May 2009.

** Entered into force on 24 June 2009.

(g) Letter of agreement between the Lao National Chamber of Commerce and Industry and the United Nations Industrial Development Organization regarding the implementation of the project entitled “Promoting Private Sector Development through Strengthening of Lao Chambers of Commerce and Industry and Business Associations”. 23 and 30 July 2009^{*}

2. The designated institution recognizes that the United Nations agency enjoys privileges and immunities under the Convention on the Privileges and Immunities of the Specialized Agencies, to which the Government of the Lao People’s Democratic Republic became a signatory on 10 October 1988.

...

21. The designated institution shall handle and be responsible for any third-party claim or dispute arising from operations under this agreement against UNDP or the United Nations agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of such claims or disputes. The foregoing provision shall not apply where the parties agree that a claim or dispute arises from the gross negligence or willful misconduct of the above-mentioned individuals.

(h) Contribution agreement respecting the implementation of the project “Terminal Phase-Out of Methyl Bromide in Mexico, Structures Component, Phase I”, between Her Majesty the Queen in Right of Canada and the United Nations Industrial Development Organization. 17 and 24 August 2009^{}**

3. *Activities to be undertaken by the initial recipient and its responsibilities*

...

All references to “debts owed / due to Her Majesty the Queen in Right of Canada” in this Agreement shall be without prejudice and subject to the privileges and immunities of UNIDO.

...

APPENDIX A. CONTRIBUTION AGREEMENT TERMS AND CONDITIONS

...

5. *Liability*

Subject to UNIDO’s privileges and immunities under international law and any applicable treaty between UNIDO and the Government of the country where the Project is implemented, UNIDO shall be responsible for dealing with any tort claims by third parties for personal injury, loss, illness, death or damage to their property arising from the Project activities, or for claims actions, suits and proceedings for the use of any invention claimed in a patent, or infringement or alleged infringement of any patent or any regis-

^{*} Entered into force on 30 July 2009.

^{**} Entered into force on 24 August 2009.

tered industrial obligations in connection with this Agreement, and Canada shall have no responsibility therefore.

Canada shall not accept any responsibility or liability for any claims, debts, demands, damage or loss as a result of the implementation of this Agreement.

...

20. *Not a partnership*

Canada and the Initial Recipient expressly disclaim any intention to create a partnership, joint venture or agency. It is understood, acknowledged and agreed that nothing contained in this Agreement nor any acts of Canada's representative or the Initial Recipient shall constitute or be deemed to constitute Canada and the Initial Recipient as partners, joint ventures or principal and agent in any way or for any purpose. The Initial Recipient shall not represent or hold itself out to be an agent of Canada and *vice versa*. No party shall have any authority to act for or to assume any obligations or responsibility on behalf of the other party.

Subject to UNIDO's privileges and immunities under international law and any applicable treaty between UNIDO and the Government of the country where the Project is implemented, the Initial Recipient agrees to be liable to Canada for any liability that Canada incurs by virtue of being found to be liable with the Initial Recipient as a partner of, joint venture with, or principal of the Initial Recipient. For greater certainty, the Initial Recipient assumes no responsibility for any liability arising to Canada as a result of the act or omission of Canada or its agent which are the basis for the finding that Canada or his agent is a partner of, joint venture with, or principal of the Initial Recipient.

(i) Agreement between the Government of the Italian Republic and the United Nations Industrial Development Organization regarding the implementation of a project in Lebanon entitled "Development and Enterprise Investment Promotion (EDP) Program". 30 June and 17 September 2009*

Article XIII

Nothing in this Agreement shall be interpreted as an express or implied waiver of UNIDO's privileges and immunities.

...

H. Legal context

The present project is governed by the provisions of the Standard Basic Assistance Agreement signed by UNDP and the Government of Lebanon, applied, *mutatis mutandis*, to the UNIDO project.

* Entered into force on 17 September 2009.

(j) Trust fund agreement between the United Nations Industrial Development Organization and the Iran Nanotechnology Initiative Council on behalf of the Government of the Islamic Republic of Iran regarding the implementation of a project in Iran entitled “Support to the Establishment and Development of an International Centre on Nanotechnology (ICN)”. 25 September 2009*

ANNEX A

H. Legal context

The Government shall apply to this UNIDO project, including its property, funds, assets and its officials and experts, the privileges and immunities in accordance with the Standard Technical Assistance Agreement between the United Nations and the Specialized Agencies and the Government of Iran dated 2 February 1956.

(k) Contribution agreement between the European Community and the United Nations Industrial Development Organization on trade-related technical assistance, signed on 6 November 2009**

SPECIAL CONDITIONS

Article 1. Purpose

...

1 (2) The Organization will be awarded the contribution on the terms and conditions set out in this Agreement, which complies with the provisions of the Financial and Administrative Framework Agreement and which consists of these special conditions (“Special Conditions”) and their annexes.

FINANCIAL AND ADMINISTRATIVE FRAMEWORK AGREEMENT BETWEEN THE EUROPEAN
COMMUNITY, REPRESENTED BY THE COMMISSION OF THE
EUROPEAN COMMUNITIES, AND THE UNITED NATIONS

...

14. Settlement of disputes

14.1. The affected parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement or any contribution-specific agreement, including their existence, validity or termination. In default of amicable settlement, any affected party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of this Agreement.

14.2. The language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either party. The Arbitrator’s decision shall be binding on all affected parties and there shall be no appeal.

* Entered into force on 25 September 2009.

** Entered into force on 6 November 2009.

14.3. Nothing in this Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto by its constituent documents or international law.

14.4. Contribution-specific agreements shall contain provisions incorporating the above.

(l) Exchange of letters constituting an agreement between the Ministry for Foreign Affairs of Finland and the United Nations Industrial Development Organization on the utilization of the Finnish contribution to UNIDO in the year 2009. 27 October and 16 November 2009*

17. The Ministry shall not accept any responsibility or liability for any claims, debts, demands, damage, or loss as a result of the implementation of this Agreement.

(m) Agreement between the United Nations Industrial Development Organization and the Government of the Federal Republic of Nigeria regarding the arrangements for the organization of the high-level conference on the development of agribusiness and agro-industries in Africa, signed on 20 November 2009**

Article 19. Privileges and immunities

1. Subject to the provisions of this article, the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which Nigeria is a party, shall be applicable in respect of the Conference. In particular, the representatives, alternates, advisers and experts of States, referred to in article 2, paragraph 1 above, shall enjoy the privileges and immunities provided for under article IV of the Convention, the officials of UNIDO and FAO performing functions in connection with the Conference, referred to in article 2, paragraph 1 above, shall enjoy the privileges and immunities provided for under articles V and VII of the Convention and any experts on mission for UNIDO and FAO in connection with the Conference shall enjoy the privileges and immunities provided for under articles VI and VII of the Convention.

2. The representatives of the United Nations and of the specialized or related agencies, referred to in article 2, paragraph 1 above, shall enjoy the privileges and immunities provided for under the Convention on the Privileges and Immunities of the United Nations, the Convention on the Privileges and Immunities of the Specialized Agencies, or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency, as appropriate.

3. The representatives of African and other intergovernmental organizations referred to in article 2, paragraph 1 above, shall enjoy the privileges and immunities accorded to them under any relevant international agreement to which the Government is a party, or,

* Entered into force on 16 November 2009.

** Entered into force on 20 November 2009.

if there is none, the privileges and immunities provided for under article V of the Convention on the Privileges and Immunities of the United Nations.

4. The representatives of governmental and non-governmental organizations, referred to in article 2, paragraph 1 above, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference.

5. The individual experts, referred to in article 2, paragraph 2 above, shall be granted the status of experts on mission for UNIDO and FAO pursuant to the Convention on the Privileges and Immunities of the United Nations.

6. The personnel provided by the Government under article 13 above, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Conference.

7. Without prejudice to the preceding paragraphs of the present article, all persons performing functions in connection with the Conference, including those referred to in article 13 and all those participating in the Conference, shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the Conference.

8. All persons referred to in article 2 shall have the right of entry into and exit from Nigeria, 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 the opening of the Conference; if the application is made later, the visa shall be granted not later than three days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the Conference are delivered at the airport or other specified points of entry 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 Conference.

9. For the purpose of the Convention on the Privileges and Immunities of the United Nations, the conference premises specified in article 8, paragraph 1 above, shall be deemed to constitute premises of UNIDO and FAO in the sense of section 3 of the Convention and access thereto shall be subject to the authority and control of UNIDO and FAO. The premises shall be inviolable for the duration of the Conference, including the preparatory stage and the winding-up.

10. All persons referred to in article 2 above shall have the right to take out of Nigeria at the time of their departure, without any restriction, any unexpended portions of the funds they brought into Nigeria in connection with the Conference and to reconvert any such funds at their departure.

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

Article 20. Settlement of disputes

Any dispute between UNIDO and the Government concerning the interpretation or application of this Agreement that is not settled by negotiation or other agreed mode of settlement shall be referred at the request of either party for final decision to a tribunal of three arbitrators, one to be named by the Director-General of UNIDO, 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.

(n) Grant agreement between the International Fund for Agricultural Development and the United Nations Industrial Development Organization (UNIDO) regarding the implementation of a project entitled “Pro Poor Value Chain Development Tool for Practitioners”. 26 and 29 October 2009*

II. TERMS AND CONDITIONS

...

7. The personnel undertaking and responsible for effecting the activities related to this Agreement, shall not be considered staff members of IFAD, entitled to any privileges, immunities, compensation or reimbursement other than in accordance with their terms of employment with UNIDO, nor allowed to incur any commitments or expenses on behalf of IFAD.

8. Nothing in this Agreement or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of IFAD or UNIDO.

9. The Fund shall not be held responsible for any accident, illness, loss or damage, which may be caused as a result of the Recipient carrying out of this Agreement.

(o) Standard letter of agreement between the Government of Botswana and the United Nations Industrial Development Organization under national execution regarding the implementation of a project in Botswana entitled “Review of the Industrial Development Policy”. 6 November and 11 December 2009**

2. The designated institution recognises that UNIDO enjoys privileges and immunities under the Convention on the Privileges and Immunities of the Specialised Agencies.

...

* Entered into force on 1 December 2009.

** Entered into force on 11 December 2009.

20. Any dispute, controversy or claim arising from or relating to the interpretation or application of this agreement or any breach thereof (the “dispute”) shall, unless amicably settled, be subject to non-binding conciliation in accordance with the UNCITRAL Conciliation Rules as at present in force. In the event that the dispute cannot be resolved through such conciliation, it shall be finally resolved through binding arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties, or in the absence of agreement, with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States. The arbitral tribunal will not have the power to impose general, incidental, indirect, special, punitive or consequential damages, including, without limitation, for lost profits. The parties will accept the arbitral award as final.

6. Organization for the Prohibition of Chemical Weapons

Agreement between the Organisation for the Prohibition of Chemical Weapons and the Republic of Serbia on the Privileges and Immunities of the OPCW*

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 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 Republic of Serbia have agreed as follows:

Article 1. Definitions

In this Agreement:

* Entered into force on 15 July 2009, in accordance with article 12.

(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 Secretariat of the OPCW;

(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.

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; it is understood, however, that the OPCW will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(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 remission 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.

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 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.

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 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 7 March 2008, in the English language.

7. International Criminal Court

Headquarters Agreement between the International Criminal Court and the Host State^{*}

The International Criminal Court and the Kingdom of the Netherlands,

Whereas the Rome Statute of the International Criminal Court adopted on 17 July 1998 by the United Nations Diplomatic Conference of Plenipotentiaries established the International Criminal Court with power to exercise its jurisdiction over persons for the most serious crimes of international concern;

Whereas article 3, paragraphs 1 and 2, of the Rome Statute respectively provide that the seat of the Court shall be established at The Hague in the Netherlands and that the Court shall enter into a headquarters agreement with the host State, to be approved by the Assembly of States Parties and thereafter concluded by the President of the Court on its behalf;

Whereas article 4 of the Rome Statute provides that the Court shall have international legal personality and such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purposes;

Whereas article 48 of the Rome Statute provides that the Court shall enjoy in the territory of each State Party such privileges and immunities as are necessary for the fulfilment of its purposes;

Whereas article 103, paragraph 4, of the Rome Statute provides that, if no State is designated under paragraph 1 of that article, sentences of imprisonment shall be served in a prison facility made available by the host State in accordance with the conditions set out in the headquarters agreement;

Whereas the Assembly of States Parties, at the third meeting of its first session held from 3 to 10 September 2002, adopted Basic principles governing a headquarters agreement to be negotiated between the Court and the host country, and adopted the Agreement on Privileges and Immunities of the International Criminal Court;

Whereas the Court and the host State wish to conclude an agreement to facilitate the smooth and efficient functioning of the Court in the host State;

Have agreed as follows:

CHAPTER I. GENERAL PROVISIONS

Article 1. Use of Terms

For the purpose of this Agreement:

(a) “the Statute” means the Rome Statute of the International Criminal Court adopted on 17 July 1998 by the United Nations Diplomatic Conference of Plenipotentiaries on the Establishment of an International Criminal Court;

(b) “the Court” means the International Criminal Court established by the Statute; for the purpose of this Agreement, the Secretariat shall be an integral part of the Court;

^{*} Entered into force on 1 March 2009 in accordance with article 58.

- (c) “the host State” means the Kingdom of the Netherlands;
- (d) “the parties” means the Court and the host State;
- (e) “States Parties” means States Parties to the Statute;
- (f) “representatives of States” means all delegates, deputy delegates, advisers, technical experts, secretaries, and any other accredited members of delegations;
- (g) “the Assembly” means the Assembly of States Parties;
- (h) “the Bureau” means the Bureau of the Assembly;
- (i) “subsidiary bodies” means the bodies established by the Assembly or the Bureau;
- (j) “the officials of the Court” means the judges, the Prosecutor, the Deputy Prosecutors, the Registrar, the Deputy Registrar and staff of the Court;
- (k) “the judges” means the judges of the Court elected by the Assembly in accordance with article 36, paragraph 6, of the Statute;
- (l) “the Presidency” means the organ composed of the President and the First and Second Vice-Presidents of the Court in accordance with article 38, paragraph 3, of the Statute;
- (m) “the President” means the President of the Court elected by the judges in accordance with article 38, paragraph 1, of the Statute;
- (n) “the Prosecutor” means the Prosecutor elected by the Assembly in accordance with article 42, paragraph 4, of the Statute;
- (o) “the Deputy Prosecutors” means the Deputy Prosecutors elected by the Assembly in accordance with article 42, paragraph 4, of the Statute;
- (p) “the Registrar” means the Registrar elected by the judges in accordance with article 43, paragraph 4, of the Statute;
- (q) “the Deputy Registrar” means the Deputy Registrar elected by the judges in accordance with article 43, paragraph 4, of the Statute;
- (r) “staff of the Court” means the staff of the Registry and the Office of the Prosecutor as referred to in article 44 of the Statute. Staff of the Registry includes staff of the Presidency and of Chambers, and staff of the Secretariat;
- (s) “the Secretariat” means the Secretariat of the Assembly established by resolution ICC-ASP/2/Res.3 of 12 September 2003;
- (t) “interns” means graduates or postgraduates who, not being members of staff of the Court, have been accepted by the Court into the internship programme of the Court for the purpose of performing certain tasks for the Court without receiving a salary from the Court;
- (u) “visiting professionals” means persons who, not being members of staff of the Court, have been accepted by the Court into the visiting professional programme of the Court for the purpose of providing expertise and performing certain tasks for the Court without receiving a salary from the Court;
- (v) “counsel” means defence counsel and the legal representatives of victims;

(w) “witnesses”, “victims” and “experts” means persons designated as such by the Court;

(x) “the premises of the Court” means buildings, parts of buildings and areas, including installations and facilities made available to, maintained, occupied or used by the Court in the host State in connection with its functions and purposes, including detention of a person, or in connection with meetings of the Assembly, including its Bureau and subsidiary bodies;

(y) “the Ministry of Foreign Affairs” means the Ministry of Foreign Affairs of the host State;

(z) “the competent authorities” means national, provincial, municipal and other competent authorities under the laws, regulations and customs of the host State;

(aa) “the Agreement on Privileges and Immunities of the Court” means the Agreement on Privileges and Immunities of the International Criminal Court referred to in article 48 of the Statute and adopted at the third meeting of the first session of the Assembly held from 3 to 10 September 2002 at the United Nations Headquarters in New York;

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

(cc) “the Rules of Procedure and Evidence” means the Rules of Procedure and Evidence adopted in accordance with article 51 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 Court in the host State. It shall, *inter alia*, provide for the long-term stability and independence of the Court and facilitate its smooth and efficient functioning, including, in particular, its needs with regard to all persons required by the Court 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. This Agreement shall also regulate matters relating to or arising out of the establishment and proper functioning of the Secretariat in the host State, and its provisions shall apply, *mutatis mutandis*, to the Secretariat.

This Agreement shall, as appropriate, regulate matters relating to the Assembly, including its Bureau and subsidiary bodies.

CHAPTER II. STATUS OF THE COURT

Article 3. Legal status and juridical personality of the Court

The Court shall have international legal personality in accordance with article 4, paragraph 1, of the Statute, and shall also have such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purposes. It shall, in particular, have the capacity to contract, to acquire and to dispose of immovable and movable property and to participate in legal proceedings.

Article 4. Freedom of assembly

1. The host State guarantees to the Assembly, including its Bureau and subsidiary bodies, full freedom of assembly, including freedom of discussion, decision and publication.
2. The host State shall take all necessary measures to ensure that no impediment is placed in the way of conducting meetings convened by the Assembly, including its Bureau and subsidiary bodies.

Article 5. Privileges, immunities and facilities of the Court

The Court 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 of the Court

1. The premises of the Court shall be inviolable. The competent authorities shall ensure that the Court 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 of the Court to perform any official duty, except with the express consent, or at the request of the Registrar, or a member of staff of the Court 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 of the Court 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 of the Court, the consent of the Registrar, or a member of staff of the Court designated by him or her, to any necessary entry into the premises of the Court 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 of the Court against fire or other emergency.
5. The Court 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 of the Court and their vicinity

1. The competent authorities shall take all effective and adequate measures to ensure the security and protection of the Court and to ensure that the tranquility of the Court is not disturbed by the intrusion of persons or groups from outside the premises of the Court or by disturbances in their immediate vicinity, and shall provide to the premises of the Court the appropriate protection as may be required.
2. If so requested by the Registrar, the competent authorities shall provide adequate police force necessary for the preservation of law and order on the premises of the Court 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 of the Court 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. The Court 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.

Article 8. Law and authority on the premises of the Court

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

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

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

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

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

6. The Registrar shall notify the host State of the name and identity of each staff member of the Court who is entitled to carry arms on the premises of the Court, 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 Court and the host State as to whether rules of the Court come within the ambit of this provision or as to whether laws or regulations of the host State are inconsistent with rules of the Court under this provision shall promptly be settled by the procedure set out in article 55 of this Agreement. Pending such settlement, the rule of the Court shall apply and the law and/or regulation of the host State shall be inapplicable on the premises of the Court to the extent that the Court claims it to be inconsistent with its rules.

Article 9. Public services for the premises of the Court

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

4. Upon request of the competent authorities, the Registrar, or a member of staff of the Court 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 of the Court under conditions which shall not unreasonably disturb the carrying out of the functions of the Court.

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

Article 10. Flag, emblem and markings

The Court 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 Court, 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 Court 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 Court, 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 Court, funds, assets and other property of the Court, 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

The archives of the Court, and all papers and documents in whatever form, and materials being sent to or from the Court, held by the Court or belonging to it, wherever located and by whomsoever held, shall be inviolable. The termination or absence of such inviolability shall not affect protective measures that the Court may order pursuant to the Statute and the Rules of Procedure and Evidence with regard to documents and materials made available to or used by the Court.

Article 13. Facilities in respect of communications

1. The Court 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 Court.

3. The Court may use 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 Court shall be inviolable.

4. The Court 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 Court shall have the right to operate radio and receive correspondence 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 Court, to the extent possible, frequencies for which it has applied.

6. For the fulfilment of its purposes and efficient discharge of its responsibilities, the Court 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

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

(a) purchase any currencies through authorized channels and hold and dispose of them;

(b) operate accounts in any currency;

(c) purchase through authorized channels, hold and dispose of funds, securities and gold;

(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; and

(e) raise funds in any manner which it deems desirable, except that with respect to the raising of funds within the host State, the Court shall obtain the concurrence of the competent authorities.

2. The Court 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 Court and its property

1. Within the scope of its official activities, the Court, 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 Court 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 (*accijnzen*) 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, imposed by 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.

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

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

Article 17. Privileges, immunities and facilities of judges, the Prosecutor, the Deputy Prosecutors and the Registrar

1. The judges, the Prosecutor, the Deputy Prosecutors and the Registrar shall enjoy privileges, immunities and facilities in the host State when engaged on or with respect to the business of the Court. 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) together with members of their family forming part of their household, exemption from immigration restrictions or alien registration;

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

(g) the same facilities in respect of currency and exchange facilities as are accorded to diplomatic agents;

(h) together with members of their family forming part of their household, the same immunities and facilities in respect of their personal baggage as are accorded to diplomatic agents;

(i) 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;

(j) together with members of their family forming part of their household, the right of unimpeded entry into, exit from or movement within the host State, as appropriate and for purposes of the Court.

2. In addition to the privileges, immunities and facilities listed in paragraph 1 of this article and the privileges and immunities that apply in accordance with article 48, paragraph 2, of the Statute, the judges, the Prosecutor, the Deputy Prosecutors and the Registrar, 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.

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

4. Paragraphs 1, 2 and 3 of this article shall also apply to judges of the Court who continue to be in office in accordance with article 36, paragraph 10, of the Statute.

5. The judges, the Prosecutor, the Deputy Prosecutors and the Registrar 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.

6. The host State shall not be obliged to exempt from income tax pensions or annuities paid to former judges, Prosecutors, Deputy Prosecutors, and Registrars and their dependants.

7. Without prejudice to paragraphs 1 (f) and 3 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 Court, which immunity shall continue to be accorded even after they have ceased to perform their functions for the Court;

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

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

(e) 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.

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

Article 18. Privileges, immunities and facilities of the Deputy Registrar and staff of the Court

1. The Deputy Registrar and staff of the Court 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 seizure of their personal 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 Court;

(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 Court;

(e) exemption from national service obligations;

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

(g) 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 the 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 official concerned;

(h) 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;

(i) 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;

(j) 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. Staff of the Court of P-5 level and above, and such additional categories of staff of the Court as may be designated, in agreement with the host State, by the Registrar, in consultation with the President and the Prosecutor, 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. Staff of the Court of P-4 level and below shall be accorded 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 Deputy Registrar and staff of the Court 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 Deputy Registrars, members of staff of the Court and their dependants.

6. Without prejudice to paragraphs 1(d) and 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 Court, which immunity shall continue to be accorded even after they have ceased to perform their functions for the Court;

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

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

(e) 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.

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

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

Personnel recruited locally by the Court 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 Court. Such immunity shall continue to be accorded even after termination of their employment with the Court. During their employment, they shall also be accorded such other facilities as may be necessary for the independent performance of their functions for the Court.

Article 20. Employment of family members of officials of the Court

1. Members of the family forming part of the household of any official of the Court shall be authorized to engage in gainful employment in the host State for the duration of the term of office of the official of the Court concerned.

2. The following persons shall be authorized to engage in gainful employment in the host State:

- (a) the spouses or registered partners of officials of the Court,
- (b) children of officials of the Court who are under the age of 18;
- (c) children of the officials of the Court aged 18 or over, but not older than 27, provided that they formed part of the household prior to their first entry into the host State and still form part of this household, and that they are unmarried, financially dependent on the official of the Court concerned and are attending an educational institution in the host State;
- (d) any other persons who, in exceptional cases or for humanitarian reasons, the Court and the host State agree to treat as members of the family forming part of the household.

3. Persons mentioned in paragraph 2 of this article 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.

4. In case of the insolvency of a person aged under 18 with respect to a claim arising out of gainful employment of that person, the immunity of officials of the Court 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 30 of this Agreement.

5. 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. Representatives of States participating in the proceedings of the Court

1. Representatives of States participating in the proceedings of the Court shall, while performing their official functions in the host State, enjoy the following privileges, immunities and facilities:

- (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 their official capacity; such immunity shall continue to be accorded even after they have ceased to perform their functions as representatives;
- (c) inviolability of all papers, documents in whatever form and materials;
- (d) the right to use codes or cipher, to receive papers and documents or correspondence by courier or in sealed bags and to receive and send electronic communications;
- (e) exemption from immigration restrictions, alien registration requirements and national service obligations;
- (f) the same privileges in respect of currency and exchange facilities 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 diplomatic agents under the Vienna Convention;

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

(i) such other privileges, immunities and facilities not inconsistent with the foregoing as diplomatic agents enjoy, except that they shall have no right to claim exemption from customs duties on goods imported (otherwise as part of their personal baggage) or from excise duties or sales taxes.

2. Where the incidence of any form of taxation depends upon residence, periods during which the representatives referred to in paragraph 1 of this article are present in the host State for the discharge of their functions shall not be considered as periods of residence.

3. The provisions of paragraphs 1 and 2 of this article are not applicable as between a representative and the authorities of the host State if he or she is a national or permanent resident of the host State or if he or she is or has been a representative of the host State.

4. Representatives of States referred to in paragraph 1 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 Court.

Article 22. Representatives of States participating in the Assembly and its subsidiary bodies and representatives of intergovernmental organizations

Representatives of States Parties attending meetings of the Assembly, of the Bureau and of subsidiary bodies, representatives of other States that may be attending such meetings as observers in accordance with article 112, paragraph 1, of the Statute, and representatives of States and of intergovernmental organizations invited to such meetings shall, while performing their official functions and during their journey to and from the place of meeting, enjoy the privileges, immunities and facilities referred to in article 21 of this Agreement.

Article 23. Members of the Bureau and of subsidiary bodies

The provisions of article 21 of this Agreement shall be applicable, *mutatis mutandis*, to members of the Bureau and members of subsidiary bodies of the Assembly whose presence is required in the host State, in connection with the work of the Assembly, including its Bureau and subsidiary bodies.

Article 24. Interns and visiting professionals

1. Within eight days after the first arrival of interns or visiting professionals in the host State the Court 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 or visiting professionals for a maximum period of one year, provided that the Court supplies the Ministry of Foreign Affairs with a declaration signed by them, accompanied by adequate proof, to the effect that:

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

(b) the intern or visiting professional 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 or visiting professional programme plus one month) and third party liability insurance, and will not be a charge on the public purse in the host State;

(c) the intern or visiting professional will not work in the host State during his or her internship or visiting professional programme other than as an intern or a visiting professional for the Court;

(d) the intern or visiting professional will 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 or visiting professional will leave the host State within fifteen days after the end of the internship or visiting professional programme.

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

4. The Court 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 or visiting professionals registered in accordance with that paragraph.

5. Interns and visiting professionals 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 Court, which immunity shall continue to be accorded even after termination of the internship or visiting professional programme with the Court 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 Court.

6. The Court shall notify the Ministry of Foreign Affairs of the final departure of the intern or visiting professional from the host State within eight days after such departure, and shall at the same time return the intern's or visiting professional'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 25. Counsel and persons assisting counsel

1. Counsel shall enjoy the following privileges, immunities and facilities to the extent necessary for the independent performance 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 or 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 and the Regulations of the Court, counsel shall be provided with a certificate under the signature of 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 Court:

(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 Court 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 Court.

6. The provisions of this article shall apply, *mutatis mutandis*, to persons assisting counsel in accordance with rule 22 of the Rules of Procedure and Evidence.

Article 26. Witnesses

1. Witnesses shall enjoy the following privileges, immunities and facilities to the extent necessary for their appearance before the Court 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 Court;

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

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

(f) exemption from immigration restrictions or 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 Court with a document certifying that their appearance is required by the Court 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 Court, or his or her presence at the seat of the Court 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 Court, 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 Court:

(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 Court 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 Court.

Article 27. Victims

1. Victims participating in the proceedings in accordance with rules 89 to 91 of the Rules of Procedure and Evidence shall enjoy the following privileges, immunities and facilities to the extent necessary for their appearance before the Court, 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 Court, which immunity shall continue to be accorded even after their appearance before the Court;

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

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

2. Victims shall be provided by the Court with a document certifying their participation in the proceedings of the Court 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 Court, or if the victim's presence at the seat of the Court 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 Court, 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 Court, 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 Court, which immunity shall continue to be accorded even after their appearance before the Court.

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

Article 28. Experts

1. Experts, including gratis personnel, performing functions for the Court 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 Court, 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 Court;

(e) for the purposes of their communications with the Court, the right to receive and send papers and documents in whatever form and materials relating to the performance of their functions for the Court 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 or 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 Court with a document certifying that they are performing functions for the Court 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 Court, or if the expert's presence at the seat of the Court 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 Court, 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 Court:

(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 Court 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 Court.

6. This article shall apply, *mutatis mutandis*, to experts of the Assembly, including its Bureau and subsidiary bodies, whose presence is required in the host State, in connection with the work of the Assembly, including its Bureau and subsidiary bodies.

Article 29. Other persons required to be present at the seat of the Court

1. Other persons required to be present at the seat of the Court shall, to the extent necessary for their presence at the seat of the Court, be accorded the privileges, immunities and facilities provided for in article 27 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 Court with a document certifying that their presence is required at the seat of the Court 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 Court 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 Court, 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 Court, 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 Court. Such immunity shall continue to be accorded even after their presence at the seat of the Court 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 Court.

CHAPTER IV. WAIVER OF PRIVILEGES AND IMMUNITIES

Article 30. Waiver of privileges, immunities and facilities provided for in articles 17, 18, 19, 24, 25, 26, 27, 28 and 29

1. The privileges, immunities and facilities provided for in articles 17, 18, 19, 24, 25, 26, 27, 28 and 29 of this Agreement are granted in the interests of the good administration of justice and not for the personal benefit of the individuals themselves. Such privileges and immunities may be waived in accordance with article 48, paragraph 5, of the Statute and

the provisions of this article and there is a duty to do so in any particular case where they would impede the course of justice and can be waived without prejudice to the purpose for which they are accorded.

2. The privileges, immunities and facilities may be waived:
 - (a) by an absolute majority of the judges:
 - (i) in the case of a judge or the Prosecutor;
 - (b) by the Presidency:
 - (i) in the case of the Registrar;
 - (ii) in the case of counsel and persons assisting counsel;
 - (iii) in the case of witnesses and victims; or
 - (iv) in the case of other persons required to be present at the seat of the Court;
 - (c) by the Prosecutor:
 - (i) in the case of the Deputy Prosecutors and staff of the Office of the Prosecutor; or
 - (ii) in the case of interns and visiting professionals of the Office of the Prosecutor;
 - (d) by the Registrar:
 - (i) in the case of the Deputy Registrar and staff of the Registry;
 - (ii) in the case of interns and visiting professionals not covered by paragraph 2 (c) (ii) and (g) of this article;
 - (e) by the head of the organ of the Court with which they are employed, in the case of personnel referred to in article 19 of this Agreement;
 - (f) by the President of the Assembly, in the case of the Director of the Secretariat;
 - (g) by the Director of the Secretariat, in the case of staff, experts, interns and visiting professionals of the Secretariat;
 - (h) by the head of the organ of the Court appointing the expert, in the case of experts.

Article 31. Waiver of privileges, immunities and facilities of representatives of States and members of the Bureau provided for in articles 21, 22 and 23

Privileges, immunities and facilities provided for in articles 21, 22 and 23 of this Agreement are accorded to the representatives of States, members of the Bureau and inter-governmental organizations not for the personal benefit of the individuals themselves, but in order to safeguard the independent performance of their functions in connection with the work of the Assembly, including its Bureau and subsidiary bodies, and the Court. Consequently, States Parties to the Agreement on Privileges and Immunities of the Court not only have the right but are under a duty to waive the privileges, immunities and facilities of their representatives in any case where, in the opinion of those States, they would impede the course of justice and can be waived without prejudice to the purpose for which the privileges, immunities and facilities are accorded. States not party to the Agreement on

Privileges and Immunities of the Court and intergovernmental organizations are granted the privileges, immunities and facilities provided for in articles 21, 22 and 23 of this Agreement on the understanding that they undertake the same duty regarding waiver.

Article 32. Waiver of privileges, immunities and facilities of members of subsidiary bodies and of experts for the Assembly, including its Bureau and subsidiary bodies, provided for in articles 23 and 28, paragraph 6

Privileges, immunities and facilities provided for in articles 23 and 28, paragraph 6 of this Agreement are accorded to the members of subsidiary bodies and to experts, respectively, not for the personal benefit of the individuals themselves, but in order to safeguard the independent performance of their functions in connection with the work of the Assembly, including its Bureau and subsidiary bodies, and the Court. Consequently, the President of the Assembly not only has the right but is under a duty to waive the privileges, immunities and facilities of the members of subsidiary bodies or of experts in any case where, in the opinion of the President of the Assembly, they would impede the course of justice and can be waived without prejudice to the purpose for which they are accorded.

CHAPTER V. COOPERATION BETWEEN THE COURT AND THE HOST STATE

SECTION 1. GENERAL

Article 33. General cooperation between the Court 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 Court 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. Without prejudice to the powers of the Prosecutor under article 42, paragraph 2, of the Statute, the Registrar, or a member of staff of the Court 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.

4. The Court will use its best efforts, without prejudice to the functions and powers of the Assembly, including its Bureau and subsidiary bodies, to facilitate the observance of articles 21, 22, 23, 31 and 32 of this Agreement.

5. Communications relating to the Assembly and the host State regarding the waiver of privileges, immunities and facilities referred to in article 32 of this Agreement shall be conveyed through the Secretariat.

Article 34. Cooperation with the competent authorities

1. The Court shall cooperate with the competent authorities to facilitate 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 Court 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 Court shall cooperate with the competent authorities responsible for health, safety at work, electronic communications and fire prevention.

5. The Court 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 Court of any proposed or enacted national laws and regulations having a direct impact on the privileges, immunities, facilities, rights and obligations of the Court and its officials. The Court shall have the right to provide observations as to proposed national laws and regulations.

Article 35. Notification

1. The Court shall promptly notify the host State of:

(a) the appointment of its officials, their arrival and their final departure or the termination of their functions with the Court;

(b) the arrival and final departure 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 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 officials of the Court 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 Court to the Ministry of Foreign Affairs.

Article 36. Social security regime

1. The social security system of the Court offers coverage comparable to the coverage under the legislation of the host State. Accordingly, the Court and its officials to whom the aforementioned scheme applies shall be exempt from social security provisions of the host State. Consequently, such officials shall not be covered against the risks described in the social security provisions of the host State. This exemption applies to such officials, 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 37. Visas for the officials of the Court, visas for representatives of States participating in the proceedings of the Court, and visas for counsel and persons assisting counsel

1. The officials of the Court, representatives of States participating in the proceedings of the Court, and 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 of the Court.

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 38. Visas for witnesses, victims, experts, interns, visiting professionals and other persons required to be present at the seat of the Court

1. All persons referred to in articles 24, 26, 27, 28 and 29 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 Court.

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 Court.

Article 39. Visas for visitors of persons detained by the Court

1. The host State shall make adequate arrangements by which visas for visitors of persons detained by the Court are processed promptly. Visas for visitors who are family members of a person detained by the Court shall be processed promptly and, 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 Court.

Article 40. Independent bodies of counsel or legal associations, journalists and non-governmental organizations

1. The parties recognize the role of:

(a) independent representative bodies of counsel or legal associations, including any such body the establishment of which may be facilitated by the Assembly of States Parties in accordance with rule 20, sub-rule 3, of the Rules of Procedure and Evidence;

(b) press, radio, film, television or other information media reporting on the Court; and

(c) non-governmental organizations that support the fulfilment of the mandate of the Court.

2. The host State shall take all necessary measures to facilitate the entry into, stay and employment in the host State of representatives of bodies or organizations referred to in paragraph 1 of this article, deployed in, or visiting the host State in connection with activities relating to the Court. The host State shall also take all necessary measures to facilitate the entry into and stay of members of the family forming part of the household of such representatives who are deployed in the host State.

3. For the purpose of facilitating the procedure of entry into, stay and employment in the host State of the representatives of bodies or organizations referred to in paragraph 1 of this article, the host State and the Court shall consult, as appropriate, with each other, and with any independent representative bodies of counsel or legal associations, media, or non-governmental organizations. Each of the groups referred to in paragraph 1 of this article shall promptly inform the host State and the Court of the office designated to serve as the official contact point of that group for such consultations, and of any subsequent changes in this regard.

4. Following the consultations referred to in paragraph 3 of this article, the Court shall, on the basis of verifiable information available to it, indicate whether the representative concerned may be regarded as representing a body or organization referred to in paragraph 1 of this article

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

6. Visas and residence permits shall be granted to persons referred to in this article in accordance with the relevant laws and regulations of the host State, taking into account the obligations of the host State referred to in paragraph 2 of this article.

7. Visas and residence permits granted in accordance with this article shall be issued as promptly as possible.

Article 41. Laissez-passer

The host State shall recognize and accept the United Nations *laissez-passer* or a travel document issued by the Court to its officials as valid travel documents.

Article 42. Driving license

During their period of employment, officials of the Court, 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 35 of this Agreement.

SECTION 3. SECURITY, OPERATIONAL ASSISTANCE

Article 43. Security, safety and protection of persons referred to in this Agreement

1. 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 Court, free from interference of any kind.

2. The Court 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 44. 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 of the Court shall, at the request of the Court, be carried out by the competent authorities in consultation with the Court.

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

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

4. The Court 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 Court, 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 Court under paragraph 3 of this article.

Article 45. Transport of persons appearing before the Court voluntarily or pursuant to a summons

The provisions of article 44 of this Agreement shall apply, *mutatis mutandis*, to the transport of persons appearing before the Court voluntarily or pursuant to a summons.

Article 46. Cooperation in detention matters

1. The host State shall cooperate with the Court to facilitate the detention of persons and to allow the Court 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 Court and where, for security reasons, such a person cannot be maintained in custody in the detention centre of the Court, the Court 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 47. Interim release

1. The host State shall facilitate the transfer of persons granted interim 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 interim release and their short-term stay in the host State for any purpose related to proceedings before the Court.

3. The Court and the host State shall make practical arrangements as to the implementation of this article.

Article 48. Release without conviction

1. Subject to paragraph 2 of this article, where a person surrendered to the Court is released from the custody of the Court because the Court does not have jurisdiction, the

case is inadmissible under article 17, paragraph 1 (b), (c) or (d), of the Statute, the charges have not been confirmed under article 61 of the Statute, the person has been acquitted at trial or on appeal, or for any other reason, the Court 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. Where the Court has determined that the case is inadmissible under article 17, paragraph 1 (a), of the Statute, the Court shall make arrangements, as appropriate, for the transfer of the person to a State whose investigation or prosecution has formed the basis of the successful challenge to admissibility, unless the State that originally surrendered the person requests his or her return.

3. The provisions of article 44 of this Agreement shall apply, *mutatis mutandis*, to the transport of persons referred to in this article within the host State.

Article 49. Enforcement of sentences in the host State

1. The Court shall endeavour to designate a State of enforcement in accordance with article 103, paragraph 1, of the Statute.

2. If no State is designated under article 103, paragraph 1, of the Statute, the Court shall inform the host State about the necessity to enforce a sentence in a prison facility made available by the host State in accordance with article 103, paragraph 4, of the Statute.

3. After the commencement of the enforcement of a sentence under article 103, paragraph 4, of the Statute the Court shall continue its endeavours to designate a State of enforcement under article 103, paragraph 1, of the Statute. The Court will communicate to the host State developments that it considers relevant, which relate to the list referred to in article 103, paragraph 1, of the Statute. The Court shall inform the host State as soon as a State of enforcement has accepted the Court's designation under article 103, paragraph 1, of the Statute.

4. The enforcement of a sentence shall be governed by the Statute, in particular the provisions of Part 10, and the Rules of Procedure and Evidence, in particular the relevant provisions of Chapter 12. The conditions of imprisonment shall be governed by the law of the host State, as provided in article 106, paragraph 2, of the Statute.

5. The host State may communicate to the Court for its consideration humanitarian concerns or other concerns related to the conditions or modalities of enforcement for the purposes of supervision of enforcement of sentences and conditions of imprisonment.

6. Further conditions of enforcement, as well as other arrangements, shall be laid down in a separate agreement between the Court and the host State. The Court and the host State shall make practical arrangements as to the implementation of enforcement in each case referred to in paragraph 2 of this article.

Article 50. Short-term detention arrangements

1. If, after conviction and final sentence, or after reduction of a sentence in accordance with article 110 of the Statute, the time remaining to be served under the sentence of the Court is less than six months, the Court shall consider whether the sentence may be enforced in the detention centre of the Court.

2. Where there is a need for a change in designation of the State of enforcement and where the period pending transfer to another State of enforcement does not exceed six months, the Court and the host State shall consult as to whether the sentenced person may be transferred to a prison facility made available by the host State under article 103, paragraph 4, of the Statute. Where the period pending transfer exceeds six months, the sentenced person shall be transferred from the detention centre of the Court to a prison facility made available by the host State under article 103, paragraph 4, of the Statute upon a request by the Court to that effect.

Article 51. 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 Court in accordance with Part 9 of the Statute, persons granted interim release or persons who appear before the Court voluntarily or pursuant to a summons, for any acts, omissions or convictions prior to the surrender, the transfer or the appearance before the Court except as provided for in the Statute and 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 Court without conviction, that paragraph shall continue to apply for a period of fifteen consecutive days from the date of his or her release.

CHAPTER VI. FINAL PROVISIONS

Article 52. Supplementary arrangements and agreements

1. The provisions of this Agreement shall be supplemented at the time of signature by an exchange of letters which confirms the joint interpretation of the Agreement by the parties.

2. The Court 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 53. No less favourable treatment provision

If and to the extent that the host State, at any time in the future, accords privileges, immunities and treatment more favourable to any international organization or tribunal than comparable privileges, immunities and treatment in this Agreement, the Court or any person entitled to privileges and immunities under this Agreement shall enjoy these more favourable privileges, immunities and treatment.

Article 54. Settlement of disputes with third parties

The Court shall, without prejudice to the powers and responsibilities of the Assembly under the Statute, 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 Court 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 Court, enjoys immunity, if such immunity has not been waived.

Article 55. 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 Court 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 tribunal, to be chosen by the other two members. If either party has failed to make its appointment of a member of the 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 parties otherwise agree, the arbitral tribunal shall determine its own procedure and the expenses shall be borne by the parties as assessed by the 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 parties.

Article 56. Application

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

Article 57. Amendments and termination

1. This Agreement may be amended or terminated by mutual consent of the parties.

2. This Agreement shall cease to be in force by mutual consent of the parties.

Article 58. Entry into force

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.

Done at the Hague on 7th June 2007 in duplicate, in the English language.

[Signed]

For the International Criminal Court

[Signed]

For the Kingdom of the Netherlands