

*Extract from:*

# UNITED NATIONS JURIDICAL YEARBOOK

2010

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 13 February 1946

No States acceded to the Convention in 2010. As at 31 December 2010, there were 157 States parties to the Convention.\*\*

##### 2. Agreements relating to missions, offices and meetings

- (a) Exchange of letters constituting an agreement between the United Nations and the Government of the Republic of Senegal concerning the organization of the 2010 Economic and Social Council Annual Ministerial Review (AMR) Regional Preparatory Meeting focusing on the theme “Women and Health”.  
New York, 29 December 2009 and 4 January 2010\*\*\*

I

29 December 2009

Excellency,

I have the honour to refer to the arrangements concerning the organization of the 2010 Economic and Social Council Annual Ministerial Review (AMR) Regional Preparatory Meeting focusing on the theme “Women and Health” (hereinafter referred to as “the Meeting”). The Meeting will be held in Dakar, Senegal from 12–13 January 2010.

The Meeting is within the scope of General Assembly resolutions 60/265 and 61/16, and will be organized by the United Nations represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”), in cooperation with

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\* 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>.

\*\*\* Entered into force on 4 January 2010, in accordance with the provisions of the letters.

the Government of the Republic of Senegal represented by the Ministry of Foreign Affairs (hereinafter referred to as “the Government”).

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

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

(a) 53 representatives from developing country governments in Africa invited jointly by the United Nations and the Government;

(b) 5 representatives from non-regional country governments invited jointly by the United Nations and the Government;

(c) 6 officials from the United Nations;

(d) 10 representatives of civil society, the private sector and academia, as well as experts invited jointly by the United Nations and the Government to participate as panelists;

(e) 45 representatives from UN system organizations (except those named in 1(c)) and other multilateral institutions, and experts from civil society, the private sector and academia (except those named in 1(d)) invited jointly by the United Nations and the Government;

(f) other participants, invited as observers by the United Nations and the Government.

2. The total number of participants will be between 100 and 125. The list of participants will be determined by the United Nations in consultation with the Government prior to the holding of the Meeting.

3. The Meeting will be conducted in English.

4. The United Nations will be responsible for the following:

(a) planning and running the Meeting and preparing the appropriate documentation, including the report of the Meeting;

(b) providing substantive support before and during the Meeting;

(c) providing support on administrative arrangements and funding, through designated voluntary contributions to the Trust Fund for the Annual Ministerial Review and the Development Cooperation Forum, relating to the issuance of airline tickets and daily subsistence allowance for the participants specified in sub-paragraphs 1(a), 1(c) and 1(d).

5. The Government will be responsible for the following:

(a) providing a conference venue for the Meeting;

(b) sending invitations to the selected participants in consultation with the United Nations;

(c) funding of hospitality (meals) of all participants;

(d) providing local counterpart staff to assist with planning and any necessary administrative support during the Meeting;

(e) providing any necessary office supplies and equipment, including stationery, personal computers, typewriters and photocopiers;

(f) providing necessary communications facilities (telephone, facsimile and/or e-mail) for use by the secretariat of the Meeting to maintain contact with the United Nations and elsewhere;

(g) providing other local logistics and organizational services in support of the Meeting, including making hotel and transportation arrangements;

(h) providing security at the conference venue.

6. All facilities will be arranged through consultation between the United Nations and the Government.

7. The cost of transportation and daily subsistence allowance for participants and observers specified in sub-paragraphs 1(b), 1(e) and 1(f) above will be the responsibility of their respective organizations.

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

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

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

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

(d) All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from the Republic of Senegal. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible. When applications are made four weeks before the opening of the Meeting, visas shall be granted not later than two weeks before the opening of the Meeting. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and not later than three days before the opening of the Meeting. Arrangements shall also be made to ensure that visas for the duration of the Meeting are delivered at the airport of arrival to those participants who were unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the Meeting.

9. The Government shall furnish such police protection as may be required to ensure the effective functioning of the Meeting in an atmosphere of security and tranquility free



from interference of any kind. While such police services shall be under the direct supervision and control of a senior officer provided by the Government, this Officer shall work in close cooperation with a designated senior official of the United Nations.

10. 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 room or office premises provided for the Meeting;

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

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

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

11. Any dispute concerning the interpretation or implementation of this Agreement, except for the dispute subject to Section 30 of the Convention or to any other applicable agreement, shall, unless the parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by 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 within three months of the other party having notified the name of its arbitrator, or if the first two arbitrators do not within three months of the appointment or nominations of the second one of them appoint the 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.

12. 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 Republic of Senegal, regarding the hosting of the 2010 Economic and Social Council Annual Ministerial Review (AMR) Regional Preparatory Meeting focusing on the theme "Women and health", which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled.

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

[Signed] SHA ZUKANG  
Under-Secretary-General

## II

4 January 2010

Excellency,

I have the honour to refer to your letter with ref. No. DESA/09/1875 of 29 December 2009, relating to the arrangements for the hosting of the 2010 Economic and Social Council Annual Ministerial Review (AMR) Regional Preparatory Meeting on Women and Health to be held from 12–13 January 2010 in Dakar, Republic of Senegal.

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

Consequently, your letter and this reply shall constitute an Agreement between the United Nations and the Government of Senegal, which shall enter into force on today's date and shall remain in force for the duration of the meeting and for such additional period as is necessary for the completion of its work and for the resolution of any matters arising out of the Agreement.

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

[Signed] PAUL BADJI  
Ambassador Extraordinary and Plenipotentiary  
Permanent Representative

**(b) Agreement between the Government of Guinea-Bissau and the United Nations for the grant under guarantee for the handover of Rear Admiral José Américo Bubo Na Tchuto to the Government of Guinea-Bissau. Bissau, 8 January 2010\***

Whereas on the morning of the 28 Day of December 2009, Rear Admiral José Américo Bubo Na Tchuto, a Bissau-Guinean citizen, presented himself in the United Nations premises in Bissau, stating that he was afraid for his life;

Recognizing that the State of Guinea-Bissau has sovereignty over its territory, being responsible for the maintenance and preservation of peace within its borders;

Considering the serious and sensitive nature of the presence of Rear Admiral José Américo Bubo Na Tchuto on United Nations premises in light of the crimes that he was accused of and his request for protection;

Reaffirming that the United Nations and the Government of Guinea-Bissau are opposed to torture and other forms of inhumane or degrading treatment or punishment and to the violation of human rights and fundamental freedoms;

Recalling the obligation of all States under the Charter of the United Nations, in particular its Article 55, to promote universal respect for, and observance of, human rights and fundamental freedoms;

Having regard that the United Nations does not have the right or authority to grant asylum to any individual, whatsoever be his or her nationality, seeking refuge on United Nations premises;

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\* Entered into force on 8 January 2010 by signature.

Considering that the United Nations System in Guinea-Bissau has carried out extensive consultations with the national authorities with a view to resolving the matter of the presence of Rear Admiral José Américo Bubo Na Tchuto on its premises;

Taking into consideration that, following the notification from the Special Representative of the Secretary-General of the United Nations to the Government, reporting the presence on United Nations premises of Rear Admiral José Américo Bubo Na Tchuto, the Government issued a Communiqué in that sense, recalling the fact that the former Chief of Naval Staff is wanted on charges of an attempt against the Head of State, compromise of the Rule of Law and military desertion, and also stressing the Government's determination to ensure justice and to maintain tranquility and appealing to both Bissau-Guineans and the international community to remain calm;

It is hereby agreed as follows:

1) The present agreement between the Government of Guinea-Bissau and the United Nations (hereinafter referred to as "the Parties") for the grant under guarantee of the request of the Government of Guinea-Bissau for the handover of Rear Admiral José Américo Bubo Na Tchuto (hereinafter referred to as "the Agreement") is signed on this day 08/01/2010 and consists of the following terms and conditions:

2) It is acknowledged and accepted between the Parties that the United Nations premises in Bissau are and shall remain inviolable and subject to the exclusive control and authority of the United Nations in accordance with the Charter of the United Nations and general international law.

3) It is acknowledged and accepted between the Parties that the Government of Guinea-Bissau, as a sovereign authority, has jurisdiction over its nationals, particularly in matters of criminal justice.

4) Without prejudice to the inviolability of its premises, the United Nations undertakes to grant access to its premises in Bissau in order for a civilian delegation of the Government of Guinea-Bissau to carry out consultations with Rear Admiral José Américo Bubo Na Tchuto regarding his exit from the premises. In this connection, the Government of Guinea-Bissau undertakes to carry out all efforts possible, through consultations with Rear Admiral José Américo Bubo Na Tchuto, with a view to securing the latter's voluntary departure and formal handover to the competent national authorities of Guinea-Bissau.

5) The formal handover of Rear Admiral José Américo Bubo Na Tchuto shall be effected, following appropriate consultations and agreement to that effect, through his accompaniment and escort by relevant UN officials from within the inviolable safety of the United Nations premises to a meeting point where he will be received by the national authorities, which shall be outside the front gate of the United Nations premises.

6) It is agreed between the Parties that the Government of Guinea-Bissau and its authorities will take all necessary measures to ensure the protection and safety of Rear Admiral José Américo Bubo Na Tchuto and, in its treatment of him shall abide by the obligations under Article 55 of the Charter of the United Nations, as further specified in the Universal Declaration of Human Rights, in particular its Articles 5, 10, 11 and 13. If he is detained, United Nations officials shall be permitted to visit him to monitor his conditions of detention and, if he is prosecuted, shall be permitted to monitor his trial. If prosecuted

and found guilty, no sentence of death shall be imposed on him, as also stipulated in the Constitution of the Republic of Guinea-Bissau (Article 36(1)).

7) In accordance with Article 105 of the Charter of the United Nations, the Government shall ensure the protection of the United Nations premises, assets and personnel.

8) This Agreement is established in two original copies, in the English and Portuguese languages, each of which shall be equally authentic.

Government of the Republic of Guinea-Bissau: Signed on behalf of the United Nations:

For

H.E. Mr. ADELINO MANO QUETA

[Signed] Mr. JOSEPH MUTABOBA

Minister for Foreign Affairs, International  
Cooperation and Communities

Special Representative of the Secretary-  
General in Guinea-Bissau

[Signed] LASSANA TOURE

State Secretary for International Cooperation

**(c) Exchange of letters constituting an agreement between the United Nations and the Republic of Kenya concerning the United Nations Support Office for AMISOM (“UNSOA”). New York, 19 February 2010 and Nairobi, 2 March 2010\***

I

19 February 2010

Excellency,

1. I have the honour to refer to resolution 1863 (2009) of 16 January 2009 by which the United Nations Security Council welcomed the Secretary-General’s proposals for the immediate in kind enhancement of African Union Mission in Somalia (“AMISOM”) through the transfer of assets following the liquidation of the United Nations Mission in Ethiopia and Eritrea (“UNMEE”), and requested the Secretary-General to provide a United Nations logistical support package to AMISOM, including equipment and services as described in his proposal (S/2009/60). I further refer to Security Council resolution 1872 (2009) of 26 May 2009 by which the Council requested the Secretary-General to continue to provide a logistical support package for AMISOM comprising equipment and services, as described in his letter to the President of the Security Council dated 30 June 2009 (S/2009/60) until 31 January 2010, which support package has further been renewed by Security Council resolution 1910 (2010) dated 28 January 2010 until 31 January 2011. The United Nations would like to express its profound appreciation to the Government of Kenya for the co-operation it has extended to the United Nations Support Office for AMISOM (“UNSOA”), which has been recently established for the purpose of delivering such a support package to AMISOM and is located at Nairobi.

2. UNSOA will require the continued cooperation of the Government of Kenya (hereinafter referred to as the “Government”), in particular for the purposes of facilitating the unimpeded movement of its members, as well as for the procurement, storage and

\* Entered into force on 2 March 2010, in accordance with the provisions of the letters.

movement of its logistical supplies and equipment. UNSOA's operations in Kenya will also require support from the Government with respect to:

(a) preferential access by UNSOA to the seaport in Mombasa and airports in Mombasa and Nairobi, where aircraft parking space would be needed;

(b) the provision of space within the seaport and airport, including bonded warehousing facilities, to enable UNSOA to establish its logistics base in Mombasa, through which equipment will transit en route to destinations in Somalia;

(c) facilitation of the operation by UNSOA of a sea ferry for the transport of equipment and personnel between Mombasa and Mogadishu, with a Kenya Government provided maritime escort.

3. For this purpose, I propose for your Government's consideration and approval, the following terms for an agreement between the United Nations and Kenya concerning the UNSOA (this "Agreement").

4. The Agreement between the United Nations and the Republic of Kenya regarding the Headquarters of the United Nations Environment Programme, signed at Nairobi on 26 March 1975 shall apply *mutatis mutandis* to UNSOA as provided in section 45 of that Agreement, with respect to any matter to the extent that no specific provision for such matter has been made in this letter.

5. More specifically, I propose that the Government extend to UNSOA, its property, funds and assets and its members listed in paragraph 5 (a), (b) and (c) below, the privileges and immunities provided in the Convention on Privileges and Immunities of the United Nations to which the Kenya is a Party (the Convention). I propose, in particular, that your Government extend to:

(a) the officials of the United Nations assigned to serve with UNSOA, the privileges and immunities to which they are entitled under Article V and VII of the Convention. Locally recruited members of UNSOA, who are nationals or permanent residents of Kenya, shall enjoy the immunities concerning official acts and exemption from taxation and national service obligations provided for in sections 18 (a), (b) and (c) of the Convention;

(b) other persons assigned to perform missions for the United Nations or any of the relevant international organizations providing assistance to UNSOA, including United Nations civilian police and United Nations military liaison officers, shall enjoy, in the discharge of their functions, the privileges and immunities accorded to experts performing missions for the United Nations under Article VI and VII of the Convention;

(c) UNSOA and its members shall refrain from any action incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present arrangement. UNSOA and its members shall respect all local laws and regulations. The Government undertakes to respect the exclusively international nature of UNSOA.

6. Privileges and immunities are granted to UNSOA members in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General of the United Nations shall have the right and the duty to waive the immunity of any person in any case where in his/her opinion the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

7. UNSOA shall co-operate at all times with the appropriate local authorities to facilitate the proper administration of justice, secure the observance of police regulations and

prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this letter.

8. The privileges and immunities necessary for the fulfillment of the functions of UNSOA also include the following:

- (i) the United Nations, its property and assets wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case it has expressly waived its immunity. It is, however, expressly understood that no waiver shall extend to any measure of execution;
- (ii) the archives of the United Nations, and in general all documents belonging to it or held by it, shall be inviolable wherever located;
- (iii) UNSOA shall be exempt from duties, taxes and charges except charges for services rendered. Special arrangements shall be made between UNSOA and the Government regarding the exemption or refund of the value-added tax;
- (iv) freedom of entry and exit without delay or hindrance, of UNSOA members, their property and means of transport. For the purposes of entering the territory of the Republic of Kenya, the United Nations laissez-passer, or a national passport with the United Nations certificate or the UNSOA identity card will be required. Holders of a United Nations laissez-passer or a national passport together with a United Nations certificate or UNSOA identity card shall be exempt from any visa requirements. While UNSOA members shall be exempt from visa requirements and completion of entry and exit forms, they shall be required to present for identification, but not to surrender, such documents. The Government shall issue to UNSOA members, free of charge, without any restrictions and as promptly as possible, visas in any case where required. The Government shall especially facilitate the speedy travel and easy passage of UNSOA members and means of transport when entering or exiting from Kenya.
- (v) freedom of movement throughout the country except in designated security zones, if any, of UNSOA, its members, property, equipment and means of transport. UNSOA, its members, their vehicles and aircraft shall use roads, bridges and airfields without the payment of dues, tolls, landing fees, parking fees, overflight fees and charges;
- (vi) entry and exit without delay or hindrance of UNSOA members, and of its property, vehicles, any equipment and spare parts, provisions, supplies, materials and other goods (referred to hereinafter as "property and goods") free of any restrictions and payment of duties, charges or taxes. United Nations vehicles used for such transport shall carry a cargo manifest indicating the destination of the cargo;
- (vii) issuance by the Government of any necessary authorizations, permits and licenses, for the importation or purchase by UNSOA or through contractors for the exclusive use of UNSOA of any property and goods free of any restrictions and without the payment of duties, charges or taxes;
- (viii) acceptance by the Government of permits or licenses issued by the United Nations or other relevant international organizations for the operation of vehicles and vessels used in support of UNSOA (samples of such documents shall be

submitted to the Government); acceptance by the Government or where necessary, validation by the Government, free of charge and without any restriction of licenses and certificates already issued by appropriate authorities in other States in respect of aircraft used in support of UNSOA; prompt issuance by the Government, free of charge and without any restrictions, of necessary authorizations, licenses and certificates, where required for the acquisition, use, operation and maintenance of aircraft used in support of UNSOA;

- (ix) the right of UNSOA to fly the United Nations flag and place distinctive United Nations identification on premises, vehicles and aircraft used in support of UNSOA;
- (x) the right of UNSOA to unrestricted communication by radio, satellite or other forms of communication with the United Nations Headquarters and between the various offices and to connect with the Organization's 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;
- (xi) the right of UNSOA to make arrangements through its own facilities for the processing and transport of mail addressed to or emanating from members of UNSOA. The Government shall be informed of the nature of such arrangements, and shall not interfere with or apply censorship to the mail of UNSOA or its members.

9. The following arrangements shall apply to contractors and their employees engaged by UNSOA to perform services exclusively for UNSOA or to supply exclusively UNSOA ("UNSOA contractors"). Such arrangements will also apply to the property, equipment and spare parts, means of transport, provisions, supplies, materials and other goods used in support of UNSOA contractors:

- (i) The Government shall facilitate the entry into, transit through, and exit from the country of UNSOA contractors, including their property, equipment and spare parts, means of transport, provisions, supplies, materials and other goods. UNSOA contractors shall be required to present national valid passports upon entering or departing from Kenya. The Government shall issue to UNSOA contractors the necessary visas, licenses or permits without any impediment. Contractors engaged by UNSOA shall be made known to the Government;
- (ii) The equipment and spare parts, means of transport, provisions, supplies, materials and other goods in transit, purchased by UNSOA contractors for UNSOA, shall be free of any restrictions and without the payment of duties, charges or taxes. The payment of value-added tax by UNSOA contractors shall be subject to the special arrangements between UNSOA and the Government referred to in paragraph 8 (iii) above. The Government shall also issue promptly and without charges the necessary authorizations, permits and licenses to UNPOS Contractors;
- (iii) UNSOA contractors and their vehicles and aircraft shall use roads, bridges and airfields without the payment of duties, taxes and charges except charges for services rendered, if any;

- (iv) Where the equipment and spare parts, provisions, supplies, materials and other goods are destined for UNSOA within Kenya, UNSOA contractors are obliged to show documents to that effect, as well as relevant international freight documents when entering or exiting from Kenya. UNSOA contractors carrying equipment and spare parts, provisions, supplies, materials and other goods destined to the United Nations or to AMISOM in Somalia will show documents to this effect, and such equipment and spare parts, provisions, supplies, materials and other goods destined for Somalia may be stored in bonded warehouses as mentioned in paragraph 2 (a) above pending onward shipment to Somalia;
- (v) Vehicles to transport goods for the purpose of UNSOA and which are not UNSOA vehicles, are obliged to have registration documents confirming the technical appropriateness of the vehicle for such use. Drivers of such vehicles are obliged to possess a license of the appropriate category of vehicle and a green card (i.e., evidence of paid insurance);
- (vi) UNSOA contractors shall be given repatriation facilities in time of crises, at no cost to the Government.

10. The UNSOA office and all premises used by UNSOA for the conduct of its operational and administrative activities shall be inviolable and subject to the exclusive control and authority of the United Nations or as the case may be, of the relevant international organization operating under the United Nations' auspices. The consent of UNSOA to enter the premises shall be presumed in case of fire or other similar emergency requiring urgent action by the competent authorities of the Government. Any person who has entered UNSOA premises for the purpose of the above-mentioned accidents shall, if so requested by the United Nations leave such premises immediately.

11. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel, to which Kenya is a Party, are applied to and in respect of UNSOA, its members and associated personnel, its property and assets. The Government shall take all appropriate steps to protect members of UNSOA and their equipment and premises from attack or any action that prevents them from discharging their mandate.

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

13. If the above provisions meet with your approval. I would propose that this letter and your reply thereto constitute an agreement between the United Nations and the Government of Kenya with effect from the date of your reply, which agreement shall remain in force until the departure of the final element of UNSOA from Kenya.

14. I take this opportunity to express once again my gratitude to the Government of Kenya for the cooperation provided to the various organizations of the United Nations system based in Nairobi.

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

[Signed] ACHIM STEINER  
Director-General  
United Nations Office at Nairobi



## II

Excellency,

I have the honour to acknowledge receipt of your letter of 19 February 2010, the content of which is as follows:

[See letter I]

I have the honour to inform you that the terms set out in your above-mentioned letter are acceptable to the Government of Kenya and, together with this letter shall constitute an agreement between the United Nations and the Government of Kenya concerning the status, privileges and immunities and activities of UNSOA, its personnel, property, funds and other assets, as well as its contractors in Kenya.

Done at Nairobi, Kenya, in the English Language on this 2<sup>nd</sup> day of March, 2010

[Signed] MOSES WETANG'ULA, EGH, MP

Minister for Foreign Affairs  
of the Republic of Kenya

**(d) Exchange of notes constituting an agreement between the United Nations and the Government of Bolivia concerning the Informal Pre-sessional Meeting of the Ninth Session of the United Nations Permanent Forum on Indigenous Issues, to be held in La Paz, Bolivia, from 17 to 20 March 2010.  
New York, 11 and 16 March 2010\***

## I

11 March 2010

Excellency,

1. I have the honour to refer to the arrangements concerning the “Informal Pre-sessional Meeting of the Ninth Session of the United Nations Permanent Forum on Indigenous Issues” (hereinafter referred to as “the Meeting”). The Meeting falls within the mandate of the Forum as stipulated in the Economic and Social Council’s resolution 2000/22.

2. The Meeting is organized by the United Nations represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”) in cooperation with the Plurinational State of Bolivia (hereinafter referred to as “Bolivia”), and will be held in La Paz, Bolivia, on 17 to 20 March 2010.

3. The Meeting will focus on the preparation of programme of work of the ninth session of the United Nations Permanent Forum on Indigenous Issues (hereinafter referred to as “The Forum”) in April 2010.

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

4. The Meeting will be attended by the following participants:

- (a) Up to 16 experts of the Forum;
- (b) Up to 2 officials from the United Nations.

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\* Entered into force on 16 March 2010 by signature.

5. The total number of participants will be approximately 20. The list of participants will be determined by the United Nations after consultation with Bolivia.

6. The Meeting will be conducted in English, French, Russian and Spanish.

7. The United Nations will be responsible for:

(a) The invitations of participants, as specified in paragraph 4;  
(b) The planning and running of the Meeting and the preparation of the appropriate documentation;

(c) Substantive support during the Meeting.

8. Bolivia will be responsible for:

(a) The transportation of the Meeting participants from the airport to the hotel and from the hotel to the airport, as well as from the hotel to the meeting venue and from the meeting venue to the hotel;

(b) Local counterpart staff to assist with the planning and any necessary administrative support during the Meeting;

(c) Meeting premises and facilities for the Meeting;

(d) The reproduction of the Meeting materials in English;

(e) Any necessary office supplies and equipment, including stationary, personal computers, printers and photocopiers;

(f) Provision of interpretation services in the following languages of the Meeting: English, French, Russian and Spanish;

(g) Costs relating to travel and accommodation for the participants specified in paragraph 4;

9. As the Meeting 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 (hereinafter referred to as "the Convention"), to which Bolivia is a party shall be applicable in respect of the Meeting.

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

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

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

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

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

10. It is further understood that Bolivia 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 the conference or office premises provided for the Meeting;

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

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

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

11. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention that is regulated by Section 30 of the Convention, shall, unless the parties otherwise agree, be resolved by negotiation or any other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by Bolivia and the third, who shall be the Chairperson, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator, or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the Chairperson, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-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.

12. I have the honor to propose that the present letter and your confirmation in writing of the above constitute an Agreement between the United Nations and the Plurinational State of Bolivia regarding the hosting of the Meeting. It shall remain in force for the duration of the Meeting and for such additional period as is necessary for the completion of its work and for the resolution of any matters arising out of the agreement.

Please accept, Excellency, the assurances of my highest consideration

[Signed] SHA ZUKANG  
Under-Secretary-General

## II

16 March 2010

Mr. Under-Secretary-General:

I have the honour to refer to your note DESA-10/02195 regarding the arrangements concerning the “Informal Preessional Meeting of the Ninth Session of the United Nations Permanent Forum on Indigenous Issues”, that will take place from 19 to 22 March 2010, in La Paz, Bolivia within the mandate of the Forum as stipulated in the Economic and Social Council’s Resolution 2000/22.

In this respect, I have the honour to confirm that your letter and the present written confirmation will constitute an agreement between the Plurinational State of Bolivia and the United Nations, regarding the hosting of the meeting. It shall remain in for the duration of the meeting.

I avail myself this opportunity to reiterate Mr. Under-Secretary-General the assurances of my highest consideration.

[Signed] PABLO SOLON  
Deputy Permanent Representative  
Charge d’affaires a.i.

**(e) Agreement between the United Nations and the Government of the Central African Republic on the Status of the United Nations Integrated Peacebuilding Office in the Central African Republic. Bangui, 7 May 2010\* \*\***

*Definitions*

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

(a) “BINUCA” means the United Nations Integrated Peacebuilding Office in the Central African Republic, established by the Secretary-General of the United Nations pursuant to the statement issued by the President of the Security Council on 7 April 2009 (S/PRST/2009/5).

(b) “Special Representative” means the Special Representative of the Secretary-General for the Central African Republic, appointed by the Secretary-General of the United Nations. Except in paragraph 6 (a) below, any mention of the Special Representative in this Agreement shall include any members of BINUCA to whom the Special Representative delegates specific responsibilities or authority. “Special Representative” shall also mean, including in paragraph 6 (a), any member of BINUCA whom the Secretary-General appoints as Chief of Office for BINUCA in the event of the death, illness or other form of incapacity of the Special Representative.

(c) “Member of BINUCA” means:

(i) The Special Representative of the Secretary-General of the United Nations;

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\* Translation from the French provided by the Secretariat. The French language version remains the sole authentic text of this agreement

\*\* Entered into force on 7 May 2010, in accordance with paragraph 27.

- (ii) United Nations staff assigned to BINUCA, including locally recruited staff;
- (iii) United Nations Volunteers assigned to BINUCA; and
- (iv) Other persons assigned to perform tasks for BINUCA, including military and police advisers.
- (d) "Government" means the Government of the Central African Republic;
- (e) "Territory" means the territory of the Central African Republic;
- (f) "The Convention" means the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946, to which the Central African Republic is a party;
- (g) "Contractors" means natural and legal persons and their employees and subcontractors, other than members of BINUCA, hired by the United Nations to offer services or provide supplies, fuel, equipment, materials and other assets in support of the activities of BINUCA. Such contractors shall not be considered third-party beneficiaries under the terms of this Agreement;
- (h) "Vehicles" means the vehicles used by the United Nations and operated by members of BINUCA and contractors in support of the activities of BINUCA.

#### *Application of this Agreement*

2. Unless specifically provided otherwise, the provisions of this Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to BINUCA or any member thereof or to contractors shall apply throughout the territory of the Central African Republic.

#### *Application of the Convention*

3. BINUCA, its property, funds and assets, and its members, shall enjoy the privileges, immunities, exemptions and facilities set forth in this Agreement, as well as those provided for in the Convention.

#### *Status of BINUCA*

4. BINUCA and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of this Agreement. They shall respect all local laws and regulations. The Special Representative shall take all appropriate measures to ensure the observance of those obligations.

5. The Government undertakes to respect the exclusively international nature of BINUCA.

#### *Status of members of BINUCA*

6. The Government shall extend:

(a) to the Special Representative the privileges and immunities, exemptions and facilities accorded to diplomatic envoys, in accordance with international law. As such, he or she shall have the rank of Chief of Diplomatic Mission for the entire United Nations system in the Central African Republic and shall therefore have exclusive use of the vehicle

flag during official ceremonies; to the Deputy Special Representative the privileges and immunities, exemptions and facilities which are accorded to diplomatic envoys in accordance with international law. As such, he or she shall have the rank of Chief of Diplomatic Mission for the entire United Nations system in the Central African Republic and shall therefore have exclusive use of the vehicle flag during official ceremonies in the absence of the Special Representative; and to high-ranking members of BINUCA, whose names shall be communicated to the Government by the Special Representative, the privileges and immunities, exemptions and facilities accorded to by diplomatic envoys, in accordance with international law;

(b) to United Nations staff assigned to BINUCA, the privileges and immunities provided for under articles V and VII of the Convention. Locally recruited members of BINUCA shall enjoy the immunities concerning official acts and exemption from taxation and national service obligations provided for in section 18 (a), (b) and (c) of the Convention;

(c) to United Nations Volunteers assigned to BINUCA, the privileges and immunities of United Nations staff provided for under articles V and VII of the Convention. Locally recruited United Nations Volunteers shall enjoy the immunities of United Nations staff provided for in section 18 (a), (b) and (c) of the Convention;

(d) to other persons assigned to perform tasks for BINUCA, including military and police advisers, the privileges and immunities of United Nations staff provided for under article VI and Article VII, section 26, of the Convention; and

(e) to non-locally recruited contractors, repatriation facilities in time of crisis; exemption from taxes on the services, goods, supplies, fuel, equipment, spare parts and vehicles that they provide to BINUCA, including corporate, social security and similar taxes arising directly from the provision of such services or goods.

#### *Privileges and immunities of BINUCA*

7. The privileges and immunities necessary for the fulfillment of the functions of BINUCA shall also include:

(a) Unrestricted freedom of entry and exit without delay or hindrance of members of BINUCA, contractors and their property, supplies, fuel, equipment, spare parts and means of transport; prompt issuance by the Government, free of charge and without any restriction, of multiple entry visas for members of BINUCA; and prompt issuance by the Government, free of charge and without restriction, of any visa, permit or authorization required;

(b) Unrestricted freedom of movement throughout the country, without delay, of BINUCA, members of BINUCA and contractors, their property, supplies, fuel, equipment, spare parts and vehicles, including contractors' vehicles used solely for the provision of services to BINUCA. BINUCA, its members and contractors and their vehicles, including contractors' vehicles used solely for the provision of services to BINUCA, shall use roads and bridges without the payment of fees, tolls or taxes. They shall not, however, claim exemption from fees which are in fact charges for services rendered on the understanding that such charges for services rendered shall be calculated at the most favourable rates;

(c) The right of BINUCA and its contractors to import, free of duty or other restrictions, supplies, fuel, equipment, spare parts, means of transport and any other goods and

food, whether consumed or unconsumed, which are for the exclusive and official use of BINUCA;

(d) The right of BINUCA and its contractors to clear ex customs, free of duty or other restrictions, for supplies, fuel, equipment, spare parts, means of transport and any other goods and food, whether consumed or unconsumed, which are for the exclusive and official use of BINUCA;

(e) The right to re-export or otherwise dispose of all supplies and other usable equipment, spare parts and means of transport and all supplies and other goods and food, whether consumed or unconsumed, that have been imported or cleared ex customs and have not been transferred or otherwise ceded to the Government or to an entity designated by the Government, on terms and conditions to be agreed upon;

(f) Issuance by the Government, as soon as possible, of all permits, authorizations and licences required for the import, export or acquisition of supplies, fuel, equipment, spare parts, means of transport and other goods and food, whether consumed or unconsumed, used exclusively in support of BINUCA, even where they have been imported or purchased by contractors, without any restriction or administrative fees, costs, charges or taxes, including value added tax;

(g) Exemption of BINUCA vehicles from registration and certification regulations of the Central African Republic, on the understanding that these vehicles must be covered by liability insurance;

(h) Recognition by the Government, without payment of any tax or fee, of the validity of licences and other permits issued by the Special Representative to any member of BINUCA (including locally recruited staff) for the use of BINUCA vehicles or the exercise of any profession or work related to the operations of BINUCA, on the understanding that no permit to operate a vehicle shall be issued to anyone not already in possession of a valid permit of the type required;

(i) Without prejudice to the provisions of paragraphs 15 and 16 below, recognition by the Government, without payment of tax or fee, of the validity of a permit or other authorization issued by the Special Representative to any member of BINUCA for the use of arms or ammunition related to the operations of BINUCA;

(j) The right to fly the United Nations flag and affix identifying signs of the United Nations on BINUCA premises. BINUCA service vehicles shall bear a distinctive United Nations identification and the Government shall be notified thereof;

(k) The right to install and to operate radio sending or receiving stations and satellite communication systems to connect appropriate points within the territory with each other and with United Nations offices in other countries, and to exchange information by voice communication, fax and other electronic means using the United Nations global telecommunication network. The United Nations telecommunication services shall be operated in accordance with the International Telecommunication Convention and Regulations, and the frequencies on which such stations may be operated shall be decided upon in cooperation with the Government and shall be communicated by the United Nations to the International Frequency Registration Board;

(l) The right of BINUCA to make its own arrangements for the processing and transport of private mail addressed to or emanating from its members. The Government,

which shall be informed of the nature of such arrangements, shall not interfere with or apply censorship to the mail of BINUCA or its members.

8. The Government shall provide BINUCA, free of charge and in cooperation with the Office, such areas for headquarters and other premises as may be necessary for the conduct of its operational and administrative activities, including a residence for the Special Representative. Without prejudice to the fact that all such premises remain Ivorian territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations. The Government shall guarantee free access to these premises. The premises, materials, furniture or equipment, as applicable, placed at the disposal of BINUCA and its members shall remain the property of the Government of the Central African Republic.

9. The Government undertakes to assist BINUCA as far as possible in obtaining or, where applicable, to make available water, electricity and other necessary facilities at the most favourable rate and, in the case of interruption or threatened interruption of service, to give as far as is within its powers the same priority to the needs of BINUCA as to essential government services. Payment shall be made by BINUCA on a tax-free basis. BINUCA shall be responsible for the maintenance and upkeep of facilities so provided.

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

11. The Government undertakes to assist BINUCA, to the extent possible, in procuring on the local market the supplies, fuel, equipment, materials and other goods and services required for its subsistence and for the conduct of its operations. With respect to supplies, fuel, equipment, materials and other goods and services purchased officially on the local market by BINUCA and its contractors for their exclusive use, the Government shall make the necessary administrative arrangements to exempt it from any excise duties or taxes included in the price. The Government shall exempt BINUCA and its contractors from general sales tax in respect of all official purchases of significance made on the local market. In making purchases on the local market, BINUCA shall, on the basis of observations made and information provided by the Government in that respect, avoid having any adverse effect on the local economy.

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

#### *Safety of members of BINUCA*

13. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel, adopted by the General Assembly of the United Nations on 9 December 1994, are applied in respect of BINUCA, its property and assets and its members. In particular:

(a) The Government shall take all appropriate measures to ensure the safety of BINUCA and its members. In particular, it shall take all appropriate steps to protect members of BINUCA, their equipment and their premises from any attack or action that would prevent them from discharging their mandate, without prejudice to the fact that the



premises of BINUCA are inviolable and subject to the exclusive control and authority of the United Nations;

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

(c) The Government undertakes to punish the following crimes according to the Penal Code:

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

(d) The Government shall establish its jurisdiction over the crimes set out in paragraph 13 (c) above:

- (i) When the crime is committed in the territory of the Central African Republic;
- (ii) When the alleged offender is a national of the Central African Republic;
- (iii) When the alleged offender, other than a member of BINUCA, is present in the territory of the Central African Republic and is not extradited to the State where the crime was committed; or to the State of which the alleged offender is a national; or, if the alleged offender is a stateless person, to the State in which that person has his or her habitual residence; or to the State of which the victim is a national;

(e) The Government shall ensure the prosecution, without exception or delay, of persons accused of the crimes set out in paragraph 13 (c) above who are present in the territory of the Central African Republic and have not been extradited, and of persons under its criminal jurisdiction who are accused of other acts which affect BINUCA or its members and which, if they had been perpetrated against government forces or against the civilian population, would have given rise to criminal proceedings against the perpetrators.

14. The Government undertakes to provide to BINUCA, at the latter's request, maps and other information that may help ensure the safety of BINUCA in carrying out its tasks and in its movements. At the request of the Chief Liaison Officer, armed escorts shall be provided to protect members of BINUCA in the performance of their duties. To that end, the Government undertakes to designate a focal point to provide liaison with the BINUCA security services.

15. United Nations Security officers may wear the United Nations uniform. United Nations Security officers designated by the Special Representative may possess and carry arms while on duty in accordance with the regulations applicable to them. In so doing, they shall wear the United Nations uniform except in the situations set out in paragraph 16 below.

16. United Nations close protection specialists and United Nations Security Service officers assigned to close protection duty may possess and carry arms and wear civilian dress while on duty.

### *Jurisdiction*

17. All members of BINUCA, including locally recruited personnel, shall be immune from legal process in respect of all acts performed by them in their official capacity, including words spoken or written. Such immunity shall continue even after they cease to be members of or employed by BINUCA and after the expiration of the other provisions of this Agreement.

18. Should the Government consider that any member of BINUCA has committed a criminal offence, it shall promptly inform the Special Representative and submit to him or her any evidence available to it, subject to the provisions of paragraph 6 (a) above. The Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether criminal proceedings should be instituted. Failing such agreement, the question shall be resolved as provided in paragraph 23 of this Agreement. If criminal proceedings are instituted pursuant to this Agreement, the courts and authorities of the Central African Republic shall ensure that the member of BINUCA in question is prosecuted and sentenced in accordance with the international standards of justice and due process set out in the International Covenant on Civil and Political Rights ("the Covenant"), to which the Central African Republic is a party, and that, in the event of a conviction, the death penalty is not imposed.

19. If civil proceedings are instituted against a member of BINUCA before a court of the Central African Republic, the Special Representative shall be notified immediately and shall inform the court whether the proceedings are related to the official duties of the member:

(a) If the Special Representative certifies that the proceedings are related to the official duties of the person concerned, the proceedings shall be discontinued and the provisions of paragraph 21 of this Agreement shall apply;

(b) If the Special Representative certifies that the proceedings are not related to the official duties of the person concerned, the proceedings shall continue. In that case, the courts and authorities of the Central African Republic shall ensure that the member of BINUCA in question has enough time to protect his or her interests in accordance with the international standards of due process and that the proceedings are conducted in accordance with the international standards of justice set out in the Covenant. If the Special Representative certifies that a member of BINUCA is unable because of official duties or authorized absence to protect his or her interests, the court shall, at the defendant's request, suspend the proceedings until the elimination of the disability, but for not more than 90 days. Property of a member of BINUCA that is certified by the Special Representative to be needed by the defendant for the fulfilment of his or her official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of

a member of BINUCA shall not be restricted during civil proceedings, whether to enforce a judgement, decision or order, to compel an oath or for any other reason.

#### *Death of members of BINUCA*

20. The Special Representative or the Secretary-General of the United Nations shall have the right to take charge of and dispose of the body of a member of BINUCA who dies in the Central African Republic, as well as that member's personal property located therein, in accordance with United Nations procedures.

#### *Settlement of disputes*

21. Any third-party claim against BINUCA shall be considered by the United Nations, provided that the claim is made within six months of the occurrence of the event on which it is based, or, if the claimant did not and could not reasonably have known of the damage or loss, within six months of its discovery, and in no case more than one year after the termination of the mandate of BINUCA, on the understanding that under certain exceptional circumstances, the Secretary-General may decide that a request for compensation submitted after that date is admissible. Once its liability has been established, the United Nations shall pay compensation, subject to the financial limitations approved by the General Assembly in paragraphs 5 to 11 of its resolution 52/247 of 26 June 1998.

22. Any dispute concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by the administrative procedures to be established by the Special Representative.

23. Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement shall be settled by negotiation or by some other form of settlement that has been agreed upon. Any dispute that cannot be settled by negotiation, or by another form of settlement that has been agreed upon, shall be referred, by one or other of the parties, to a court of arbitration composed of three members for a final decision; one arbitrator shall be appointed by the Secretary-General of the United Nations, another by the Government and the third, who shall preside over the court, by the other two arbitrators. If one party does not appoint an arbitrator within three months of receiving notification of the other party's appointment of an arbitrator, or if the two arbitrators appointed by the parties do not appoint a president within three months of the appointment of the second arbitrator, the third arbitrator shall be appointed, at the request of one or other of the parties to the dispute, by the President of the International Court of Justice. The court shall determine its own procedures and provide for the payment of its members, and its decisions shall require the approval of any two members. The court's judgments on procedural and substantive issues shall be final and, even in the absence of one of the parties, shall be binding on all the parties.

24. All differences between the United Nations and the Government concerning the interpretation or application of these provisions and involving a question of principle concerning the Convention shall be dealt with in accordance with the procedure provided for in section 30 of the Convention.

*Supplemental arrangements*

25. The Special Representative and the Government may conclude supplemental arrangements to this Agreement.

*Miscellaneous provisions*

26. The Government shall have the ultimate responsibility for the implementation and fulfilment of the privileges, immunities and rights granted to BINUCA under this agreement by the competent local authorities of the Central African Republic and for the facilities that the Central African Republic undertakes to provide to it in that regard.

27. This Agreement shall enter into force on the date on which it is signed.

28. This Agreement shall remain in force until the departure of the final element of BINUCA from the Central African Republic, except that:

(a) The provisions of paragraphs 17, 20, 23 and 24 above shall remain in force;

(b) The provisions of paragraph 21 above shall remain in force until all claims made prior to the expiration of this Agreement and submitted in accordance with the provisions of paragraph 20 above have been settled;

(c) The provisions of paragraph 13 (b) above shall remain in force until any member of BINUCA who has been captured, detained or taken hostage in the course of the performance of his or her duties, as mentioned in that paragraph, has been released and returned to the United Nations; and

(d) The provisions of paragraph 13 (e) shall remain in force until the proceedings mentioned in that paragraph have been concluded.

Done at Bangui on 7 May 2010, in duplicate in the French language.

For the United Nations:

[Signed] SAHLE-WORK ZEWDE

Special Representative of the  
Secretary-General

For the Government of the Central African  
Republic:

[Signed] H.E. Lieutenant General  
ANTOINE GAMBI

Minister for Foreign Affairs,  
Regional Integration and Francophonie

**(f) Exchange of letters constituting an agreement between the United Nations and the Government of Finland regarding the arrangements concerning the High-level Symposium in preparation of the 2010 Development Cooperation Forum (DCF), focusing on “Coherent Development Cooperation: Maximizing Impact in a Changing Environment”, which will be held in Helsinki, Finland, from 3 to 4 June 2010. New York, 27 May 2010 and Helsinki, 31 May 2010\***

I

27 May 2010

Excellency,

\* Entered into force on 31 May 2010, in accordance with the provisions of the letters.

I have the honour to refer to the arrangements concerning the High-level Symposium in preparation of the 2010 Development Cooperation Forum (DCF), focusing on “Coherent Development Cooperation: Maximizing Impact in a Changing Environment” (hereinafter referred to as “the Meeting”).

The Meeting, organized by the United Nations, represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”) in cooperation with the Government of Finland, represented by the Ministry for Foreign Affairs (hereinafter referred to as “the Government”) will be held in Helsinki, Finland from 3 to 4 June 2010.

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

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

*a)* 70 to 120 representatives from governments, UN system organizations and other multilateral institutions, civil society, parliamentarians, local governments and the private sector invited jointly by the United Nations and the Government;

*b)* 5 officials from the United Nations; and

*c)* Other participants invited as observers by the Government and the United Nations.

2. The total number of participants will be up to 140. The list of participants will be determined by the United Nations in consultation with the Government prior to the holding of the Meeting.

3. The Meeting will be conducted in English and French.

4. The United Nations will be responsible for:

*a)* the planning and running of the Meeting and the preparation of the appropriate documentation;

*b)* the invitations of participants, as specified in sub-paragraphs 1(*a*), 1(*b*) and 1(*c*);

*c)* substantive support during the Meeting; and

*d)* issuance of round trip air tickets and payment of terminal expenses and daily subsistence allowance in accordance with the prevailing United Nations rates for the 5 United Nations officials mentioned in sub-paragraph 1(*b*) and 35 of the participants as specified in sub-paragraph (*a*).

5. The Government will provide a contribution of 223,740 USD, inclusive of the United Nations standard programme support costs, to finance the transportation, terminal expenses, and daily subsistence allowance in accordance with prevailing United Nations rates for 35 of the participants as specified in sub-paragraph (*a*) from developing countries and of 5 officials from the United Nations as specified in sub-paragraph 1(*b*) as agreed between the Government and the United Nations. The aforesaid contribution shall be administered in accordance with the United Nations Financial Regulations and Rules.

6. Furthermore, the Government will provide at its cost the following:

*a)* local counterpart staff to assist with the planning and any necessary administrative and technical support during the Meeting;

- b)* meeting premises and facilities for the Meeting as well as interpretation in English and French;
- c)* the reproduction of the Meeting materials in English;
- d)* any necessary office supplies and equipment, including stationery, personal computers, printers and photocopiers; and
- e)* any necessary communications facilities.

7. The cost of transportation and daily subsistence allowance for observers specified in sub-paragraph 1(c) above will be the responsibility of their respective organizations.

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

*a)* The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 (hereinafter referred to as “the Convention”), to which the Government is a party shall be applicable in respect of the Meeting. In particular, representatives of States participating in the Meeting shall enjoy the privileges and immunities provided under Article IV of the Convention. The participants invited by the United Nations who are designated by the Secretary-General as experts on mission for the United Nations, shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under Articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy privileges and immunities provided under Articles V and VII of the Convention. Officials of the specialized agencies participating in the Meeting shall be accorded the privileges and immunities provided under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947;

*b)* Without prejudice to the provisions of the Conventions referred to in subparagraph 8(*a*), all participants and persons performing functions in connection with the Meeting shall enjoy such additional facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting;

*c)* Personnel provided by the Government pursuant to this Agreement shall be accorded all facilities necessary for the independent exercise of their functions in connection with the Meeting;

*d)* All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from Finland. Visas and entry 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 based on law concerning a particular individual. Such objections, however, must relate to specific criminal or security related or similar fundamental matters and not to nationality, religion, professional or political affiliation.

9. The Government shall, at its expense, provide such arrangements as may be required to ensure the safety of the participants and the effective functioning of the Meeting with appropriate security and free from any interference of any kind. While such arrangements 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.

10. 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 the conference room or office premises provided for the Meeting;

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

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

The foregoing provision shall not apply where the United Nations and the Government are agreed that an action, claim or other demand arises from the gross negligence or willful misconduct of the United Nations or its personnel.

11. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to Section 30 of the Convention or to any other applicable agreement, shall, unless the parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator, or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

12. 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 Finland regarding the hosting of the High-level Symposia in preparation of the 2010 Development Cooperation Forum (DCF) on "Coherent Development Cooperation: Maximizing Impact in a Changing Environment", which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation, 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

May 31, 2010

Excellency,

I have the honour to refer to your letter of 27 May 2010 regarding the arrangements concerning the High-level Symposium in preparation of the 2010 Development Cooperation Forum (DCF), focusing on “Coherent Development Cooperation: Maximizing Impact in a Changing Environment”, which will be held in Helsinki from 3 to 4 June 2010.

This exchange of letters will constitute an Agreement between the United Nations and the Government of Finland.

In order to proceed with the payment I kindly ask you to include a disbursement request detailing transfer and banking instructions.

Yours sincerely,

[Signed] JORMA JULIN

Director General  
Ministry for Foreign Affairs of Finland  
Department for Development Policy

**(g) Memorandum of Understanding between the United Nations and the Republic of Uganda concerning the use of facilities at Entebbe by the United Nations. New York, 20 July 2010\***

Whereas on 8 August 2003, the United Nations and the Government of the Republic of Uganda (hereinafter “the Government”) concluded the “Memorandum of Understanding between the United Nations and the Government of the Republic of Uganda concerning the activities of the United Nations Organization Mission in the Democratic Republic of the Congo in Uganda” (hereinafter the “MONUC MOU”);

Whereas on 27 January 2006, the United Nations and the Government of the Republic of Uganda concluded the “Memorandum of Understanding between the United Nations and the Government of the Republic of Uganda concerning the activities of the United Nations Mission in Sudan in the Republic of Uganda” (hereinafter the “UNMIS MOU”);

Whereas pursuant to its Article VII, entitled “Final Provisions”, the MONUC MOU may be modified by written agreement between the United Nations and the Government, and shall remain in force for the duration of MONUC’s mandate and for such a period thereafter as is necessary for all matters relating to any of the provisions to be settled;

Whereas pursuant to its Article VII, entitled “Final Provisions”, the UNMIS MOU may be modified by written agreement between the United Nations and the Government, and shall remain in force until the departure of the final element of UNMIS from Sudan, save for its Article I, paragraph 2, which shall remain in force, and its Article V which shall remain in force until any and all claims falling within the scope of that Article have been settled;

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\* Entered into force on 20 July 2010, in accordance with article XXIX.



Whereas pursuant to Article II of the MOU, the Government has provided to the United Nations certain areas and sites for premises in Entebbe, which have been used as a logistics hub in support and peacekeeping operations in the region;

Whereas in operative paragraph 14 of its resolution 62/256 dated 22 July 2008, on the Financing of the United Nations Organization Mission in the Democratic Republic of the Congo, the General Assembly of the United Nations “Notes that there has been cooperation among the missions to explore new avenues for achieving greater synergies in the use of the resources of the Organization, including the concept of a regional support base in Entebbe for the United Nations Organization Mission in the Democratic Republic of the Congo, the United Nations Integrated Office in Burundi and the United Nations Mission in the Sudan, bearing in mind that individual missions are responsible for the preparation and implementation of their own budgets and for controlling their assets and logistical operations;

Whereas in its resolutions 63/273 B dated 23 July 2009, 63/289 dated 4 August 2009, and 63/291 also dated 4 August 2009, related to the financing of the United Nations Mission in Sudan, the United Nations Mission in Cote d’Ivoire and the United Nations Organization Mission in the Democratic Republic of Congo respectively, the General Assembly “Acknowledges with appreciation that the use of the logistics hub at Entebbe, Uganda, has been cost-effective and has resulted in savings for the United Nations, and welcomes the expansion of the logistics hub to provide logistical support to peacekeeping operations in the region and to contribute further to their enhanced efficiency and responsiveness, taking into account the ongoing efforts in this regard”;

Whereas the United Nations and the Government of the Republic of Uganda wish to enhance their cooperation and to consolidate the expansion of the United Nations logistics hub at Entebbe, and to that end, the Government wishes to provide additional areas and sites for premises as described below;

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

#### *Article I. Definitions*

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

- (a) “Uganda” means the Republic of Uganda;
- (b) “the United Nations” means the international organization established under the Charter of the United Nations signed at San Francisco, United States of America, on 24 October 1945;
- (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 Uganda is a party;
- (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 Uganda as may be appropriate in the context and in accordance with the laws and customs applicable in Uganda;

(f) the “Premises” means any land, buildings, structures, and related facilities utilized exclusively by the United Nations in Uganda;

(g) the “head of premises” means the United Nations official designated to lead the activities conducted in the Premises;

(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 MONUC or other peacekeeping operations in the region;

(i) “officials” are officials of the United Nations within the meaning of Article V of the Convention and as defined in General Assembly resolution 76 (I) dated 7 December 1946;

(j) “experts on mission” means persons, other than officials, as referred to in Article VI of the Convention;

(k) “nationally recruited staff” means staff having Ugandan nationality or having permanent residency status in Uganda who are recruited in Uganda to work within the Premises, as well as such small number of nationals of neighbouring countries or having residency in such countries whom the Government of Uganda has authorized to be locally employed;

(l) “United Nations contractual personnel” refers to individuals who, although not holding an employment contract pursuant to the United Nations Staff Regulations and Rules, have been provided by a third party under contract with the United Nations to perform services for the United Nations within the Premises;

(m) “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 25 years of age who are in full-time education and economically dependent, or children of any age who are dependent due to disability;

(n) “United Nations personnel” means officials, experts on mission (who shall include any military observers, military liaison officers and military staff officers), military contingent personnel and locally employed personnel who are assigned to hourly rates;

(o) “Agreement” means this Memorandum of Understanding;

(p) “Parties” means the Republic of Uganda and the United Nations.

### *Article II. Scope and purpose of this Agreement*

1. This Agreement elaborates on and complements the provisions of the aforementioned MONUC MOU and UNMIS MOU, as provided below.

2. The aforementioned MONUC MOU shall apply *mutatis mutandis* to the activities of such other United Nations peace operations in the region as may be agreed upon by the United Nations and the Government. The provisions of the present Agreement shall equally apply to MONUC and to such peace operations.

### *Article III. 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. The property, funds and assets of contributing States used in connection with peacekeeping operations in the region shall be deemed to be United Nations property, funds and assets, to which Article II, sections 2 and 7 of the Convention shall accordingly apply.

#### *Article IV. Premises*

1. The Government of Uganda shall assist the United Nations in obtaining or retaining for as long as is required such areas and sites for premises or for the construction of premises as may be necessary for the conduct of the operational and administrative activities of the United Nations in Uganda. Without prejudice to the fact that all such premises and sites remain Ugandan territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations.

2. The premises which the Government agrees to provide to the United Nations shall include:

(a) The current base consisting of 125,000 square meters, located at the northern end of the Entebbe International Airport, running parallel to the Entebbe-Kampala road, edged brown in the attached map;\*

(b) The facility extension consisting of 27,000 square meters, at the north eastern edge of the current facility and adjacent to the Entebbe-Kampala road, edged blue in the attached map;

(c) The area within the airport compound located at the southern end of the airport compound and adjacent to the second runway, consisting of 78,000 square meters, edged red in the attached map;

(d) The area adjacent to the current facility on the western side, and adjacent to the airport perimeter consisting of 750,000 square meters, edged yellow in the attached map.

3. The above areas shall be made available for the exclusive use of the United Nations at no cost and shall be clearly physically delimited on the ground. These areas may be enlarged under mutually agreeable terms between the Government of Uganda and MONUC, without amending this document.

4. As long as the Agreement remains in force, the United Nations shall have the right to use and occupy the Premises as a UN Base for a minimum of twenty (20) years from the date of signature of this Agreement. If Uganda requests the United Nations to vacate the Premises, or to relocate the UN Base from the Premises, after the period of twenty (20) years from the date of signature of this Agreement, and through providing 36 months prior notice, such vacation or relocation shall be subject to the provision by Uganda to the United Nations, without charge, of equivalent premises, buildings and related facilities in a suitable alternative location in Uganda acceptable to the United Nations for use by the United Nations as a UN Base. The provision of such alternate premises, buildings and related facilities shall be governed by the terms and conditions of the Agreement. Uganda

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\* Not reproduced herein.

shall also be responsible for all costs incurred by the United Nations in connection with such relocation.

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

*Article V. Recruitment of local personnel*

The United Nations may recruit locally such personnel as it requires. Upon the request of the Head of Premises the Government undertakes to facilitate the recruitment of qualified local staff for the Premises and to accelerate the process of such recruitment. In order to meet the requirement of the Premises for local staff with particular skills and experience in certain technical fields, the Government shall place no obstacle to the employment of nationals or permanent residents of States in the region as locally recruited personnel.

*Article VI. Inviolability of Premises*

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

2. No officer of Uganda, or other person exercising any public authority in Uganda, shall enter the Premises to perform any duties therein except with the consent of, and under conditions approved by the Head of Premises. Consent to such entry shall be presumed in the event of fire or other analogous emergency requiring urgent action if the Head of 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, MONUC 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 below.

2. Uganda 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, includ-

ing value added tax. Uganda 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 the least possible delay, and consistent with Article 1, paragraph 3 (v) of the MONUC MOU, 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 its international 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 its international personnel, and shall give sympathetic consideration to observations or requests from the appropriate authorities concerning the operation of the commissary.

5. MONUC shall be entitled to establish and maintain its own catering facilities on the Premises.

6. The United Nations shall have the right to dispose of any goods it deems excess to its requirements by sale within Uganda at any time after their importation or acquisition, subject to the Government regulations concerning payment by the buyer of customs duties and other levies.

*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, required for official use in Uganda or in support of other Peacekeeping and related operations, whether such vehicles be imported or purchased in Uganda. Such vehicles shall be registered in accordance with applicable United Nations regulations. The United Nations may dispose freely of such vehicles two years after their importation, without any prohibition, restriction, customs duties or other levies provided a buyer who is not tax-exempt shall pay the required taxes. Notwithstanding the preceding, such vehicles may be disposed of at an earlier date, subject to authorization by the appropriate Ugandan authorities.

(c) Fuel and lubricants, for United Nations' official use and activities, may be imported, exported or purchased in Uganda 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 Uganda, or otherwise imported into Uganda for the official and exclusive use of the United Nations, Uganda 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. United Nations military and police personnel may also display their Country flag and emblems on their 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. United Nations vehicles will carry distinctive United Nations-issued registration plates.

3. United Nations military personnel, United Nations civilian police personnel and United Nations security officers may wear their uniforms and standard United Nations accoutrements while on official travel through Uganda.

*Article X. Public services and facilities*

1. The appropriate authorities shall make adequate arrangements to ensure availability to and access by the United Nations, on fair conditions and upon request of the United Nations, to the public services needed by the Premises such as, but not limited to, postal, telecommunications 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 Uganda.

3. In the case of interruption or threatened interruption of service, Uganda 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. Telecommunications*

1. The United Nations shall enjoy the facilities in respect of telecommunications provided in Article III of the Convention. Issues with respect to telecommunications 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 Uganda 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 Uganda, the right to unrestricted communications by radio (including, but not limited to satellite, microwave, mobile and hand-held radios), 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 Ugandan 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 Uganda to another country or within Uganda and to convert any currency held by it into any other currency.

2. In exercising its rights under the above provision, MONUC shall pay due regard to any representations made by Uganda 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. Uganda shall take effective and adequate action as may be required to ensure the security, safety and protection of United Nations personnel in Uganda and visitors at the Premises in Uganda. Uganda shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel, to which Uganda 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. Upon request of the Head of Premises, armed escorts shall be provided to protect United Nations personnel during the exercise of their duties.

3. Uganda shall ensure the security and protection of the Premises and shall exercise due diligence to ensure that the tranquility 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.

4. If so requested by the Head of 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.

5. Uganda 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 Uganda.

6. MONUC shall consult with Uganda 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 Uganda. The internal security of the Premises shall be the responsibility of MONUC.

7. United Nations military personnel, UN civilian police personnel and United Nations security officers designated by the head of the premises may possess, transport and carry arms and ammunition while on duty in accordance with their orders. When doing so, they must wear the United Nations uniform, except when serving as close protection officers.

#### *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 Uganda. 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 Uganda, be coordinated with the appropriate Ugandan Officials. Uganda 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 Uganda to state vessels and aircraft. MONUC may, in agreement with the Government improve designated roads, bridges, canals and other waters, port facilities and airfields.



3. Uganda 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, provided that the United Nations will not claim exemption from charges which are in fact public utility charges for services rendered.

*Article XV. Permits and licenses*

1. Uganda 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 of personnel*

1. United Nations officials other than national recruited staff shall enjoy in Uganda 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 search and 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 Uganda;

(e) Exemption from inheritance and gift taxes, except with respect to immovable property located in Uganda, 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 Uganda;

(f) Exemption from registration fees in respect of their automobiles, vehicle tax as well as special tax on fuel;

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

(h) Exemption, for themselves and for members of the family forming part of the household, from immigration restrictions and alien registration;

(i) 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 Uganda;

(j) 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;

(k) 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.

(l) 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 Uganda, which scheme shall be no less favourable than that accorded to diplomatic missions, consular offices and international organizations in Uganda. Automobiles imported under the provisions of this Article may be sold in Uganda in accordance with the said scheme of exemptions referred to above. Officials shall also be entitled, on the termination of their official functions in Uganda, to export their furniture and personal effects, including automobiles, without duties, taxes, levies and restrictions.

2. The Government shall also accord to military personnel of national military contingents the privileges and immunities set forth in paragraph 1 above. In addition, such personnel shall be accorded immunity from every form of legal process in respect of all criminal offences they may commit in Uganda. With respect to such criminal offences, the members of the military component shall be subject to the exclusive jurisdiction of their contributing States.

3. In addition to the privileges and immunities set forth under paragraph 1 above, officials having the professional grade of P-5 and above shall be accorded the same privileges, immunities, exemptions and facilities accorded by Uganda to members of comparable rank of the diplomatic corps in Uganda.

4. Members of the family forming part of the household of officials shall be entitled to take up gainful employment in Uganda for the duration of the officials' assignment in Uganda. The request of authorization to take up a particular gainful employment in Uganda shall be addressed by the Head of Premises to the appropriate Ugandan Ministry. The privileges and immunities set forth in this Agreement shall not apply with respect to such employment.

5. Officials of Ugandan nationality or with permanent resident status in Uganda shall enjoy only those privileges and immunities, exemptions and facilities referred to in Article V, Section 18 (a), (b) and (c) of the Convention.

5.[*Sic*] Experts on mission shall be granted visas or entry permits as promptly as possible and without charge for the duration of their mission with the United Nations.

6. The Government shall use its best endeavours to ensure that United Nations personnel assigned to the Premises have access to residential accommodation in Uganda.

7. United Nations contractors, other than local contractors, shall be accorded repatriation facilities in time of crises and exemption from taxes in Uganda on the services

provided to the United Nations, including corporate, income, social security and other similar taxes arising directly from the provision of such services.

*Article XVII. Head of premises*

1. Without prejudice to the provisions of the above Articles and unless otherwise agreed by the Parties, the Head of Premises shall enjoy, during his/her residence in Uganda, the privileges and immunities and facilities granted to heads of diplomatic missions accredited to Uganda. The name of the Head of Premises shall be included in the diplomatic list.

*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 Ugandan nationality or with permanent resident status in Uganda, 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. Personnel recruited locally and 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 after termination of their employment with the United Nations. They shall also be accorded such other facilities as may be necessary for the independent exercise of their official functions. The terms of their employment shall be in accordance with the relevant United Nations resolutions, decisions, regulations, rules and policies.

*Article XX. Waiver of immunity*

1. Privileges and immunities referred to in the above Articles 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 Uganda. The Head 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 Head of Premises and the appropriate authorities. Following the investigation of such accident or incident, the Head of Premises shall be consulted by the appropriate authorities 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 Ugandan courts.

*Article XXIII. Entry, residence and departure*

1. The Head of 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 Uganda during the period of their assignment in Uganda. Uganda undertakes to facilitate their entry into and departure from Uganda without charge and as promptly as possible.

2. The bearers of a United Nations Laissez-Passer shall not be required to obtain entry visas or any other type of entry permit.

*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, functional 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.

*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 Uganda during their employment with the United Nations.

*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 Uganda 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 Uganda 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. Uganda shall cooperate with 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 Uganda 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, Uganda 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 sixty (60) 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. This Agreement, and any amendment thereto, shall enter into force upon signature. If, following signature of this Agreement, the Parties need to undertake internal procedures for this Agreement to enter into force, then the provisions of this Agreement shall be applied provisionally as from the date of signature pending the completion of such internal procedures.

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

Done at New York on this 20<sup>th</sup> day of July 2010.

For the United Nations:  
[Signed] SUSANA MALCORRA  
Under-Secretary-General  
Department of Field Support  
United Nations

For the Government of Uganda:  
[Signed] RUHAKANA RUGUNDA  
Permanent Representative of the Republic  
of Uganda to the United Nations

**(h) Agreement between the United Nations and Guinea-Bissau concerning the status of the United Nations Integrated Peacebuilding Office in Guinea-Bissau. Bissau, 22 November 2010\***

I. DEFINITIONS

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

(a) “UNIOGBIS” means the United Nations Integrated Peacebuilding Office in Guinea-Bissau, established in accordance with Security Council resolution 1876 (2009) of 26 June 2009.

(b) “Special Representative” means the Special Representative for Guinea-Bissau appointed by the Secretary-General of the United Nations. Any reference to the Special Representative in this Agreement shall, except in paragraph 24, include any member of UNIOGBIS to whom he or she delegates a specified function or authority. It shall also include, including in paragraph 24, any member of UNIOGBIS whom the Secretary-Gen-

\* Entered into force on 22 November 2010 by signature, in accordance with paragraph 61.

eral may designate as acting Head of Office of UNIOGBIS following the death or resignation of the Special Representative;

(c) “member of UNIOGBIS” means:

(i) the Special Representative;

(ii) officials of the United Nations assigned to serve with UNIOGBIS, including those recruited locally;

(iii) United Nations Volunteers assigned to serve with UNIOGBIS;

(iv) other persons assigned to perform missions for UNIOGBIS, including United Nations civilian police;

(d) “the Government” means the Government of Guinea-Bissau;

(e) “the territory” means the territory of Guinea-Bissau;

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

(g) “contractors” means persons, other than members of UNIOGBIS, engaged by the United Nations, including juridical as well as natural persons and their employees and sub-contractors, to perform services for UNIOGBIS or to supply equipment, provisions, supplies, fuel, materials, and other goods; including spare parts and means of transport, in support of UNIOGBIS activities. Such contractors shall not be considered third party beneficiaries to this Agreement;

(h) “vehicles” means vehicles in use by the United Nations and operated by members of UNIOGBIS or contractors in support of UNIOGBIS activities;

(i) “aircraft” means aircraft in use by the United Nations or contractors in support of UNIOGBIS activities;

(j) “vessels” means vessels in use by the United Nations and operated by members of UNIOGBIS or contractors in support of UNIOGBIS activities.

## II. APPLICATION OF THE PRESENT AGREEMENT

2. Unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the Government and any privilege, immunity, exemption, facility or concession granted to UNIOGBIS or to any member of UNIOGBIS or to its contractors shall apply in Guinea-Bissau only.

## III. APPLICATION OF THE CONVENTION

3. UNIOGBIS, its property, funds and assets and its members shall enjoy the privileges and immunities, exemptions and facilities specified in the present Agreement, as well as those provided for in the Convention.

## IV. STATUS OF UNIOGBIS

4. UNIOGBIS and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present Agreement. UNIOGBIS and its members shall respect all local laws and

regulations. The Special Representative shall take all appropriate measures to ensure the observance of these obligations.

5. The Government undertakes to respect the exclusively international nature of UNIOGBIS.

#### *United Nations flag, markings and identification*

6. The Government recognizes the right of UNIOGBIS to display the United Nations flag on its headquarters and other premises, on its vehicles, vessels and otherwise as decided by the Special Representative.

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

#### *Communications*

8. UNIOGBIS shall enjoy the facilities in respect of communications that are provided for 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.

9. Subject to the provisions of paragraph 8:

(a) UNIOGBIS shall have the right to install and to operate radio sending, receiving and repeater stations, as well as satellite systems, in order to connect appropriate points within the territory of Guinea-Bissau with each other and with United Nations offices in other countries and to exchange telephone, voice, facsimile and other electronic data with the United Nations global telecommunications network. Such telecommunication services shall be operated in accordance with the International Telecommunication Convention Regulations. The frequencies on which such services may operate shall be decided upon in cooperation with the Government and shall be allocated expeditiously by the Government. UNIOGBIS 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. However, UNIOGBIS will not claim exemption from fees which are in fact no more than charges for services rendered, it being understood that such charges shall be charged at the most favourable rate.

(b) UNIOGBIS shall enjoy, within the territory of Guinea-Bissau, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of UNIOGBIS, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio may operate and the areas of land on which sending, receiving and repeater stations may be erected shall be decided upon in cooperation with the Government and shall be allocated expeditiously. UNIOGBIS 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 all taxes on, and all fees for, their use. However, UNIOGBIS will not claim exemption from fees which are in fact no more than charges for services rendered, it being understood that such charges shall be charged at the most favourable rate. Connections with local telephone



and electronic data systems may be made only after consultation and in accordance with arrangements made with the Government. Use of those local systems by UNIOGBIS shall be charged at the most favourable rate.

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

#### *Travel and transport*

10. UNIOGBIS, its members and contractors, together with the property, equipment, provisions, supplies, fuel, materials and other goods, including spare parts, as well as vehicles, vessels and aircraft, including the vehicles, vessels and aircraft of contractors used exclusively in the performance of services for UNIOGBIS, shall enjoy full freedom of movement without delay throughout Guinea-Bissau by the most direct route possible for the purpose of executing the tasks defined in UNIOGBIS' mandate. The Government shall, where necessary, provide UNIOGBIS with maps and other information, where available, including maps of and information on the location of dangers and impediments, which may be useful in facilitating UNIOGBIS' movements and ensuring the safety and security of its members.

11. Vehicles, vessels and aircraft shall not be subject to registration or licensing by the Government, it being understood that copies of all relevant certificates issued by appropriate authorities in other States in respect of aircraft shall be provided by UNIOGBIS to the Civil Aviation Authority of Guinea-Bissau and that all vehicles and aircraft shall carry third party insurance. UNIOGBIS shall provide the Government, from time to time, with updated lists of UNIOGBIS vehicles.

12. UNIOGBIS and its members and contractors, as well as vehicles, vessels and aircraft, including vehicles, vessels and aircraft of its contractors used exclusively in the performance of services for UNIOGBIS, may use roads, bridges, airfields and airspace without the payment of any form of monetary contributions, dues, tolls, user fees or charges, including airport taxes, landing fees, parking fees and overflight fees. However, UNIOGBIS will not claim exemption from charges which are in fact charges for services rendered, it being understood that such charges shall be charged at the most favourable rates.

#### *Privileges and immunities of UNIOGBIS*

13. UNIOGBIS, as a subsidiary organ of the United Nations, enjoys the status, rights, privileges and immunities, exemptions and facilities of the United Nations pursuant to and in accordance with the Convention. The Government recognizes in particular:

(a) The right of UNIOGBIS, as well as of its contractors, to import, by the most convenient and direct route by land or air, free of duty, taxes, fees and charges and free of prohibitions and restrictions, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, which are for the exclusive and official use of UNIOGBIS or for resale in the commissaries provided for in subparagraph (b);

(b) The right of UNIOGBIS to establish, maintain and operate commissaries at its headquarters and other premises for the benefit of members of UNIOGBIS, but not of locally recruited personnel. Such commissaries may provide goods of a consumable nature and other articles to be specified by the Special Representative and approved by the Government in advance. The Special Representative shall take all necessary measures to prevent abuse of such commissaries and the sale or resale of such goods to persons other than members of UNIOGBIS. He or she shall give due consideration to observations or requests by the Government concerning the operation of the commissaries;

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

(d) The right of UNIOGBIS to re-export or otherwise dispose of all usable items of property and equipment, including spare parts and means of transport, and all unconsumed provisions, supplies, materials, fuel and other goods which have previously been imported, cleared ex customs and excise warehouse or purchased locally for the exclusive and official use of UNIOGBIS and which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of Guinea-Bissau.

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

For the purposes of this paragraph, neither UNIOGBIS nor its contractors will claim exemption from fees and charges which are in fact no more than charges for services rendered, it being understood that such fees and charges shall be charged at the most favourable rate.

#### V. FACILITIES FOR UNIOGBIS AND ITS CONTRACTORS

##### *Premises required for conducting the operational and administrative activities of UNIOGBIS*

14. The Government shall provide, without cost to UNIOGBIS, in agreement with the Special Representative and for as long as may be required, such areas for headquarters and other premises as may be necessary for the conduct of the operational and administrative activities of UNIOGBIS, including the establishment of the necessary facilities for maintaining communications in accordance with paragraph 9. Without prejudice to the fact that all such premises remain territory of Guinea-Bissau, they shall be inviolable and subject to the exclusive control and authority of the United Nations. The Government shall guarantee unimpeded access to such United Nations premises.

15. The Government undertakes to assist UNIOGBIS in obtaining and making available, where applicable, water, sewerage, electricity and other facilities free of charge, or, where this is not possible, at the most favourable rate, and free of all fees, duties and taxes, including value-added tax. Where such utilities or facilities are not provided free of charge, payment shall be made by UNIOGBIS on terms to be agreed with the competent authority.

UNIOGBIS shall be responsible for the maintenance and upkeep of facilities so provided. In the event of interruption or threatened interruption of service, the Government undertakes to give, as far as is within its powers, the same priority to the needs of UNIOGBIS as to essential government services.

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

17. Any government official or any other person seeking entry to UNIOGBIS premises shall obtain the permission of the Special Representative.

*Provisions, supplies and services, and sanitary arrangements*

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

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

20. For the proper performance of the services in support of UNIOGBIS provided by its contractors, other than by nationals of Guinea-Bissau resident in Guinea-Bissau, the Government agrees to provide such contractors with facilities for their entry into and departure from Guinea-Bissau, without delay or hindrance, and for their residence in Guinea-Bissau, as well as for their repatriation in time of crisis. For this purpose, The Government shall promptly issue to such contractors, free of charge and without any restrictions, all necessary visas, licenses and permits. UNIOGBIS's contractors, other than nationals of Guinea-Bissau resident in Guinea-Bissau, shall be accorded exemption from taxes and monetary contributions in Guinea-Bissau on services, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, provided to UNIOGBIS, including corporate, income, social security and other similar taxes arising directly from or related directly to the provision of such services or goods.

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

*Recruitment of local personnel*

22. UNIOGBIS may recruit locally such personnel as it requires. Upon the request of the Special Representative, the Government undertakes to facilitate the recruitment of qualified local staff by UNIOGBIS and to accelerate the process of such recruitment.

*Currency*

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

VI. STATUS OF THE MEMBERS OF UNIOGBIS

*Privileges and immunities*

24. The Special Representative and the Deputy Special Representative of the Secretary-General, and members of UNIOGBIS of equivalent ranks as notified by the Special Representative shall have the status specified in Sections 19 and 27 of the Convention and shall be accorded the privileges and immunities, exemptions and facilities there provided.

25. Officials of the United Nations assigned to serve with UNIOGBIS remain officials of the United Nations entitled, subject to paragraph 29, to the privileges and immunities, exemptions and facilities set out in Articles V and VII of the Convention.

26. United Nations Volunteers assigned to serve with UNIOGBIS shall be assimilated to officials of the United Nations assigned to serve with UNIOGBIS and shall accordingly enjoy the privileges and immunities, exemptions and facilities set out in Articles V and VII of the Convention.

27. United Nations civilian police, military advisors and civilian personnel other than United Nations officials whose names are for that purpose notified to the Government by the Special Representative shall be considered as experts on mission within the meaning of Article VI of the Convention and shall enjoy the privileges, immunities, exemptions and facilities set out in that Article and in Article VII.

28. Locally recruited personnel of UNIOGBIS, with the exception of those assigned to hourly rates, shall enjoy the immunity concerning official acts and the exemption from taxation and, subject to paragraph 29, the immunity from national service obligations provided for in Sections 18 (a), (b) and (c) of the Convention.

29. Members of UNIOGBIS, including locally recruited personnel (but with the exception of those assigned to hourly rates), shall be exempt from taxation on the pay and emoluments received from the United Nations. Members of UNIOGBIS other than locally recruited personnel shall also be exempt from taxation on any income received from outside Guinea-Bissau, as well as from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

30. Members of UNIOGBIS shall have the right to import free of duty their personal effects in connection with their arrival in Guinea-Bissau. They shall be subject to the laws and regulations of Guinea-Bissau governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Guinea-Bissau with UNIOGBIS. The Government shall, as far as possible, give priority for the speedy processing of entry and exit formalities for all members of UNIOGBIS upon prior written notification. On departure from Guinea-Bissau, members of UNIOGBIS may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Special Representative certifies were received in pay and emoluments from the United Nations and are a reasonable residue thereof. Special arrangements shall be made for the implementation of the present provisions in the interests of the Government and the members of UNIOGBIS.

31. The Special Representative shall cooperate with the Government and shall render all assistance within his power in ensuring the observance of the customs and fiscal laws and regulations of Guinea-Bissau by members of UNIOGBIS, in accordance with the present Agreement.

#### *Entry, residence and departure*

32. The Special Representative and members of UNIOGBIS shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from Guinea-Bissau.

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

34. For the purpose of such entry or departure, members of UNIOGBIS shall only be required to have a personal numbered Identity card issued in accordance with paragraph 35 of the present Agreement, except in the case of first entry into Guinea-Bissau, when the United Nations laissez-passer, national passport or personal identity card issued by the United Nations shall be accepted in lieu of the said identity card.

#### *Identification*

35. The Special Representative shall issue to each member of UNIOGBIS before or as soon as possible after such member's first entry into Guinea-Bissau, as well as to all locally recruited personnel and to UNIOGBIS' contractors, a numbered identity card, showing the bearer's name and photograph. Except as provided for in paragraph 34 of the present Agreement, such identity card shall be the only document required of a member of UNIOGBIS.

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

*Uniforms and arms*

37. United Nations civilian police shall wear, while performing official duties, the national police uniform of their respective States with standard United Nations accoutrements. United Nations Security Officers may wear the United Nations uniform. United Nations civilian police and Security Officers may possess and carry firearms and ammunition while on official duty in accordance with their orders. When doing so, United Nations Security Officers must wear the United Nations uniform, except as otherwise provided in paragraph 38.

38. United Nations close protection officers and United Nations Security Officers serving in close protection details may carry firearms and ammunition and wear civilian clothes while performing their official functions.

39. UNIOGBIS shall keep the Government informed of the number and the types of firearms carried by United Nations Security Officers and close protection officers and of the names of the officers carrying them.

*Permits and licenses*

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

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

42. Without prejudice to the provisions of paragraphs 37 and 38, the Government further agrees to accept as valid, without tax or fee, permits or licenses issued by the Special Representative to members of UNIOGBIS for the carrying or use of firearms or ammunition in connection with the functioning of UNIOGBIS.

*Arrest and transfer of custody and mutual assistance*

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

44. The personnel mentioned in paragraph 43 above may take into custody any other person on the premises of UNIOGBIS. Such other person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with any offence or disturbance on such premises.

45. Subject to the provision of paragraphs 24 and 27, officials of the Government may take into custody any member of UNIOGBIS:

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

(b) When such a member of UNIOGBIS is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any item seized, to the nearest appropriate representative of UNIOGBIS, whereafter the provisions of paragraph 51 shall apply *mutatis mutandis*.

46. When a person is taken into custody under paragraph 44 or paragraph 45 (b), UNIOGBIS or the Government, as this case may be, may make a preliminary interrogation, but may not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

47. UNIOGBIS and the Government shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return on the terms specified by the authority delivering them. Each party shall notify the other of the disposition of any case in the outcome of which the other may have an Interest or in which there has been a transfer of custody under the provisions of paragraphs 44 to 46.

#### *Safety and security*

48. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel (the "Safety Convention"), are applied to and in respect of UNIOGBIS, its members and associated personnel and their equipment and premises. In particular:

(i) the Government shall take all appropriate measures to ensure the safety and security of UNIOGBIS, its members and associated personnel. It shall take all appropriate steps to protect members of UNIOGBIS and its associated personnel and their equipment and premises from attack or any action that prevents them from discharging their mandate. This is without prejudice to the fact that all premises of UNIOGBIS are inviolable and subject to the exclusive control and authority of the United Nations;

(ii) except as otherwise provided in paragraph 45, if members of UNIOGBIS or its associated personnel are captured, detained or taken hostage in the course of the performance of their duties and their identification has been established, they shall not be subjected to interrogation and they shall be promptly released and returned to United Nations or other appropriate authorities. Pending their release such personnel shall be treated in accordance with universally recognized standards of human rights and the principles and spirit of the Geneva Conventions of 1949;

(iii) the Government confirms that as a Party to the Safety Convention, it has established the following acts as crimes under its national law and made them punishable by appropriate penalties, taking into account their grave nature.

- a) a murder, kidnapping or other attack upon the person or liberty of any member of UNIOGBIS or its associated personnel;
- b) a violent attack upon the official premises, the private accommodation or the means of transportation of any member of UNIOGBIS or its associated personnel likely to endanger his or her person or liberty;
- c) a threat to commit any such attack with the objective of compelling a physical or juridical person to do or to refrain from doing any act;
- d) an attempt to commit any such attack; and
- e) an act constituting participation as an accomplice in any such attack, or in an attempt to commit such attack, or in organizing or ordering others to commit such attack;

(iv) the Government confirms that it has established its jurisdiction over the crimes set out in subparagraph (iii): (a) when the crime is committed on the territory of Guinea-Bissau; (b) when the alleged offender is a national of Guinea-Bissau; (c) when the alleged offender, other than a member of UNIOGBIS, is present in the territory of Guinea-Bissau;

(v) the Government shall ensure the prosecution, without exception and without delay, of persons accused of acts described in subparagraph (iii) above who are present in the territory of Guinea-Bissau, as well as these persons that are subject to its criminal jurisdiction who are accused of other acts in relation to UNIOGBIS or its members or associated personnel which, if committed in relation to the forces of the Government or against the local civilian population, would have rendered such acts liable to prosecution.

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

#### *Jurisdiction*

50. All members of UNIOGBIS, including locally recruited personnel, shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue even after they cease to be members of or employed by or for UNIOGBIS and after the expiration of the other provisions of the present Agreement.

51. Should the Government consider that any member of UNIOGBIS has committed a criminal offence, it shall promptly inform the Special Representative and present to him or her any evidence available to it. Subject to the provisions of paragraph 24, the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such agreement the question shall be resolved as provided in paragraph 57 of the present Agreement. In the event that criminal proceedings are instituted in accordance with the present Agreement, the courts and authorities of Guinea-Bissau shall ensure that the member of UNIOGBIS concerned is prosecuted, brought to trial and tried in accordance with inter-



national standards of justice, fairness and due process of law, as set out in the International Covenant on Civil and Political Rights (the “Covenant”), to which Guinea-Bissau is a Party. The Government confirms that, in accordance with the Second Optional Protocol to the Covenant, to which Guinea-Bissau is a Party, the death penalty has been abolished in Guinea-Bissau and that accordingly no sentence of death will be imposed in the event of a guilty verdict.

52. If any civil proceeding is instituted against a member of UNIOGBIS before any court of Guinea-Bissau, the Special Representative shall be notified immediately and he shall certify to the court whether or not the proceeding is related to the official duties of such member.

(a) If the Special Representative certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 55 of the present Agreement shall apply.

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. In that event, the courts and authorities of Guinea-Bissau shall grant the member of UNIOGBIS concerned sufficient opportunity to safeguard his or her rights in accordance with due process of law and shall ensure that the suit is conducted in accordance with international standards of justice, fairness and due process of law, as set out in the Covenant. If the Special Representative certifies that a member of UNIOGBIS is unable, because of his or her official duties or authorized absence, to protect his or her interests in the proceeding, the court shall, at the defendant’s request, suspend the proceeding until the elimination of the disability, but for no more than ninety days. Property of a member of UNIOGBIS that is certified by the Special Representative to be needed by the defendant for the fulfilment of his or her official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of UNIOGBIS shall not be restricted in a civil proceeding, whether to enforce a judgement, decision or order, to compel an oath or for any other reason.

#### *Deceased members*

53. The Special Representative or the Secretary-General of the United Nations shall have the right to take charge of and dispose of the body of a member of UNIOGBIS who dies in Guinea-Bissau, as well as that member’s personal property located within Guinea-Bissau, in accordance with United Nations procedures.

### VII. LIMITATION OF LIABILITY OF THE UNITED NATIONS

54. Third party claims for property loss or damage and for personal injury, illness or death arising from or directly attributed to UNIOGBIS and which cannot be settled through the internal procedures of the United Nations shall be settled by the United Nations in the manner provided for in paragraph 55 of the present Agreement, provided that the claim is submitted within six months following the occurrence of the loss, damage or injury or, if the claimant did not know or could not reasonably have known of such loss or injury, within six months from the time he or she had discovered the loss or injury, but in any event not later than one year after the termination of the mandate of the operation. Upon determination of liability as provided in this Agreement the United Nations shall

pay compensation within such financial limitations as have been approved by the General Assembly in its resolution 52/247 of 26 June 1998.

#### VIII. SETTLEMENT OF DISPUTES

55. Except as provided in paragraph 57, any dispute or claim of a private law character to which UNIOGBIS or any member thereof is a party and over which the courts of Guinea-Bissau do not have jurisdiction because of any provision of the present Agreement shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no agreement as to the chairman is reached within thirty days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final. The awards of the commission shall be notified to the parties and, if against a member of UNIOGBIS, the Special Representative or the Secretary-General of the United Nations shall use his or her best endeavours to ensure compliance.

56. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by the administrative procedures to be established by the Special Representative.

57. All other disputes between UNIOGBIS and the Government concerning the interpretation or application of the present Agreement that are not settled by negotiation shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission set out in paragraph 55 shall apply, *mutatis mutandis*, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.

#### IX. SUPPLEMENTAL ARRANGEMENTS

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

#### X. LIAISON

59. The Special Representative and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level. The Ministry of Foreign Affairs of the Government of Guinea-Bissau shall act as the main liaison agency for this purpose on the part of the Government

## XI. MISCELLANEOUS PROVISIONS

60. Wherever the present Agreement refers to privileges, immunities and rights of UNIOGBIS and to facilities Guinea-Bissau undertakes to provide to UNIOGBIS, the Government shall have the ultimate responsibility for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities.

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

62. The present Agreement shall remain in force until the departure of the final element of UNIOGBIS from Guinea-Bissau, except that:

(a) the provisions of paragraphs 48 (iii), (iv) and (v), 50, 53 and 57 shall remain in force;

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

63. Without prejudice to existing agreements regarding their legal status and operations in Guinea-Bissau, the provisions of the present Agreement shall apply to offices, funds and programmes of the United Nations, their property, funds and assets and their officials and experts on mission that are deployed in Guinea-Bissau and perform functions in furtherance of the mandate of UNIOGBIS.

In witness whereof, the undersigned, being the duly authorized plenipotentiary of the Government and the duly appointed representative of the United Nations, have, on behalf of the Parties, signed the present Agreement.

Done at Bissau this 22 day of the month 11 of the year 2010, in two original copies in the English language.

For the United Nations

[Signed] JOSEPH MUTABOBA

Special Representative of the Secretary-General for Guinea-Bissau

For the Government of Guinea-Bissau

[Signed] ADELINO MARIO ODETA

Minister of Foreign Affairs, International Cooperation and Communities  
Guinea-Bissau

**(i) Agreement between the United Nations and the Government of the State of Kuwait for the establishment in the State of Kuwait of a technical and administrative support office for the United Nations Assistance Mission in Afghanistan. Kuwait City, 28 November 2010\***

The United Nations and the Government of the State of Kuwait,

Desiring to strengthen the close ties between them,

Acting in order to support United Nations peacekeeping operations in Afghanistan,

The Government of Kuwait having taken into consideration the request of the United Nations for the establishment in the State of Kuwait of a technical and administrative

\* Entered into force provisionally on 28 November 2010 by signature, in accordance with article XV.

support office for the United Nations Assistance Mission in Afghanistan which was established pursuant to Security Council resolution 1401 (2002),

Have agreed as follows:

#### *Article I*

An administrative and technical support office for the United Nations Assistance Mission in Afghanistan shall be established in the State of Kuwait.

#### *Article II*

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

- "Government" shall mean the Government of the State of Kuwait;
- "Mission" shall mean the United Nations Assistance Mission in Afghanistan;
- "Office" shall mean the technical and administrative support office of the Mission in the State of Kuwait;
- "The Convention" shall mean the 1946 Convention on the Privileges and Immunities of the United Nations.

#### *Article III*

In conformity with Article 105 of the Charter, the Government shall extend to UNAMA, as an organ of the United Nations, its property, funds and assets and to those members listed on Article IV below, the privilege and immunities provided for in the Convention to which the State of Kuwait is a party.

#### *Article IV*

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

2. Locally recruited members of the Mission shall enjoy such immunities in respect of official functions and exemption from taxation as are provided for in Section 18 (a), (b) and (c) of the Convention.

#### *Article V*

The privileges and immunities necessary for the Mission's work in the State of Kuwait shall include the following:

1. Facilitation of procedures for entry and exit of members of the Mission and their property, equipment, supplies, spare parts and means of transport, including exemption from passport and visa regulations, provided that the Mission shall inform the Government of the names of those members who are to be granted prompt and unrestricted freedom of entry and exit. In the event of major movements, the Mission shall inform the Government in advance for the purpose of coordination.

2. Members of the Mission and Office shall enjoy freedom of movement throughout the State of Kuwait, along with their property, supplies, equipment, spare parts and means of transport, in coordination with the Government.

#### *Article VI*

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

#### *Article VII*

1. The United Nations is entitled to fly its flag on its buildings, premises and means of transport, and is entitled to place distinctive United Nations emblems on the means of transport used in support of the Mission and Office.

2. United Nations means of transport on land, sea and in the air shall be granted freedom of movement, provided that their use and operators are authorized by the United Nations.

3. In accordance with Kuwaiti legislation in force, the Mission and Office shall be entitled to unrestricted communication by radio, satellite or any other forms of communication within Kuwait and with United Nations Headquarters and offices, in addition to telephones, facsimile and other electronic information systems. The frequency to be used for communication by radio shall be determined in agreement with the Government.

4. Members working in the Mission and Office shall be entitled to make arrangements for the processing and transportation of private mail addressed to or sent by them. The Government shall be informed of the nature of such arrangements, and shall not interfere with or censor the mail of the Mission and Office or their members.

#### *Article VIII*

1. The Government shall allow the Mission and Offices to occupy premises within the premises of the United Nations Assistance Mission for Iraq (UNAMI) in Kuwait.

2. The premises of UNAMI in Kuwait shall be used without charge. Other areas may be used by agreement between the two parties. Without prejudice to the fact that all such buildings and equipment are on the territory of the State of Kuwait, they shall be inviolable and subject to the exclusive control and authority of the United Nations.

*Article IX*

The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel are applied to, and in respect of, the Mission and Office and their property, assets and members.

*Article X*

At the request of the head of the Mission, the Government shall share information that could be of use to the Mission in the fulfilment of its functions, provided that such information is available to the Government.

*Article XI*

The Mission and Office and all of their members undertake, subject to the provisions of this Agreement, to respect all of the laws and regulations in force in the State of Kuwait. They shall refrain from any action that is inconsistent with the impartial and international nature of their duties or with the spirit of these arrangements.

*Article XII*

General Assembly resolution 52/247 of 26 June 1998 concerning third-party liability shall be taken into consideration with respect to the implementation of this agreement.

*Article XIII*

1. Any dispute between the United Nations and the Government concerning the application of the interpretation of this agreement shall be resolved through negotiation or any other agreed mode of settlement.

2. That provision shall not apply to disputes resolved in accordance with Section 30 of the Convention or Section 32 of the Convention on the Privileges and Immunities of Specialized Agencies.

*Article XIV*

Without prejudice to existing agreements, the present arrangements may, as necessary, be applied to specialized agencies and offices, funds, programmes and processes of the United Nations, their property, funds and assets, and officials and experts present in Kuwait to perform functions and duties related to the Mission and Office, provided that prior written agreement has been obtained from the Special Representative of the Mission, specialized agency, office, fund or programme concerned, and from the Government.

*Article XV*

Upon signature, this Agreement shall be applied provisionally by the Parties pending its entry into force. This agreement shall enter into force on the date that the Government provides notification that it has completed all of the domestic legal procedures necessary for its entry into force.

*Article XVI*

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

*Article XVII*

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

Signed in Kuwait City on the 28<sup>th</sup> day of November 2010.

For the United Nations:

[Signed] ATUL KHARE

Assistant Secretary-General for  
Peacekeeping Operations

For the Government of the State of  
Kuwait:

[Signed] KHALED SULEIMAN  
AL-JARALLAH

Undersecretary of the Ministry of  
Foreign Affairs

### **3. Agreements relating to staff members of the Organization**

#### **Agreement between the Republic of Austria and the United Nations on social security. Vienna, 23 April 2010\***

Having regard to Sections 27 and 28 of the Agreement between the Republic of Austria and the United Nations regarding the Seat of the United Nations in Vienna, signed on 29 November 1995, the Republic of Austria and the United Nations have agreed as follows:

#### PART I. DEFINITIONS

##### *Article 1*

In this Agreement:

1. The expression the "United Nations" means the offices of the United Nations established at the Vienna International Centre;
2. The expression "Director-General" means the Director-General of the United Nations Office at Vienna or any officer designated to act on his behalf;
3. The expression "Seat Agreement" means the Agreement between the Republic of Austria and the United Nations regarding the Seat of the United Nations in Vienna, which was signed on 29 November 1995, as amended from time to time;
4. The expression "officials" means the Director-General and all members of the staff of the United Nations except those who are locally recruited and assigned to hourly rates;
5. The expression "Pension Fund" means the United Nations Joint Staff Pension Fund;

\* Entered into force on 1 November 2010 by notification, in accordance with article 18.

6. The abbreviation “ASVG” means the General Social Insurance Act, Federal Gazette No. 189/1955, as amended from time to time;

7. The abbreviation “AIVG” means the Unemployment Insurance Act of 1977, Federal Gazette No. 609/1977, as amended from time to time.

## PART II. SCOPE OF INSURANCE

### *Article 2*

(1) On taking up their appointment with the United Nations or after the completion of three years of continuous service with the United Nations, officials shall have the right in accordance with the provisions of Article 4 to participate in any of the branches of the social insurance provided for in the ASVG and in the unemployment insurance provided for in the AIVG.

(2) The insurance under paragraph (1) shall have the same legal effect in each of the selected branches as compulsory insurance.

### *Article 3*

(1) Insurance under Article 2 (1) shall take effect on the day on which the official takes up his/her appointment with the United Nations, if a written declaration to participate is made within seven days of taking up the appointment, otherwise on the day following the date on which the declaration is made.

(2) Insurance under Article 2 (1) shall cease on the date on which the official’s appointment with the United Nations terminates.

(3) Notwithstanding the provisions of paragraph (2), insurance under Article 2 (1) shall cease as of the effective date of an official’s assignment to duty outside Austria for a period of more than three months, unless the insurance is maintained by submission of a written declaration.

(4) In the case of termination of the insurance under paragraph (3), the former insurance may be resumed with the same scope of coverage upon completion of the official’s assignment according to the terms of paragraph (1).

(5) On becoming participants in the Pension Fund or after the completion of three years of continuous service with the United Nations, officials shall have the right, according to the terms of Article 4, to terminate their insurance in each of the selected branches of the social insurance provided for in the ASVG and in the unemployment insurance provided for in the AIVG.

### *Article 4*

Officials may avail themselves of

1. the right under Article 2 (1) within three months of taking up their appointment with the United Nations or within three months after the completion of three years of continuous service with the United Nations,

2. the right under Article 3 (3) before taking up their assignment,

3. the right under Article 3 (4) within one month of completing their assignment,



4. the right under Article 3 (5) within three months of becoming participants in the Pension Fund or within three months after the completion of three years of continuous service with the United Nations.

#### *Article 5*

Throughout the duration of the insurance in the selected branches under Article 2 (1) the official shall be responsible for the payment of the entire contributions in accordance with the provisions of the ASVG and the AIVG.

### PART III. EFFECTS OF BECOMING A PARTICIPANT IN OR SEPARATING FROM THE PENSION FUND

#### *Article 6*

(1) When an official becomes a participant in the Pension Fund, the contributions that he/she has paid to the Austrian pension insurance scheme for insurance periods to be taken into account, shall, upon his/her application, be refunded to him/her increased by the adjustment factor under the ASVG applicable for the year of payment of the contributions. Such application shall be made, within eighteen months from the date on which the official becomes a participant in the Pension Fund, to the competent pension insurance institution.

(2) The date for determining the insurance periods to be taken into account and for determining the competent pension insurance institution shall be the day the official became a participant in the Pension Fund, if it is the first day of a month, otherwise the first day of the following month.

(3) The contributions to be refunded shall be due six months after the pension insurance institution has received the application. In the event of a delay in payment, interest shall be payable on the amount involved on the basis of the ASVG adjustment factor for the year in which the application is received by the pension insurance institution.

(4) On refund of the contributions, all claims and entitlements under the Austrian pension insurance scheme in respect of the insurance periods for which contributions have been refunded shall lapse; also, any claims to periodic benefits shall automatically lapse, but the pension and any additional allowances shall still be due for the month following receipt by the insurance institution of the application provided for in paragraph (1).

#### *Article 7*

(1) If upon the date on which his/her appointment with the United Nations terminates an official or his/her survivors are not entitled to periodic benefits from the Pension Fund, the said official or his/her survivors eligible for a benefit under the Austrian pension insurance scheme may, within eighteen months after the date on which his/her appointment terminates, transfer the amount provided for in paragraph (2) to the *Pensionsversicherungsanstalt*. Within the same period the official or his/her survivors eligible for a benefit under the Austrian pension insurance scheme may also repay to the pension insurance institution concerned the contributions refunded to the official under Article 6.

(2) For every month of service with the United Nations during which the former official participated in the Pension Fund and which is not already taken into account as a contributory month under the Austrian pension insurance scheme, the amount to be

transferred shall be 20.25 per cent of the monthly pensionable remuneration to which the official was entitled in the month preceding the date on which the appointment terminates; nevertheless that part of the remuneration which exceeds thirty times the maximum daily contributory basis under the Austrian pension insurance scheme in effect at the time when the appointment terminates shall not be taken into account. The amount of the contributions to be repaid under paragraph (1), second sentence, shall be increased by application of the adjustment factor valid at the time when the appointment terminates for the year in which the contributions were refunded.

(3) The percentage referred to in paragraph (2) shall be adjusted by the same amount as the percentage applicable for contributions in the Austrian pension insurance scheme for employees.

(4) The full months taken into account in establishing the amount transferred shall be considered as contributory months of compulsory insurance in the Austrian pension insurance scheme. Through repayment of the contributions, insurance periods, including any increased-benefit insurance, which had lapsed owing to the refund of the contributions under Article 6 (4), shall be restored.

(5) In so far as the amount which the former official or his/her survivors eligible for a benefit under the Austrian pension insurance scheme receive from the Pension Fund instead of periodic benefits falls below the amount to be transferred provided for under paragraph (2), the amount to be transferred by the official or his/her survivors eligible for a benefit under the Austrian pension insurance scheme may be limited to that amount. In this case the first completed months that are not fully covered in the amount shall be disregarded.

#### PART IV. MISCELLANEOUS PROVISIONS

##### *Article 8*

The Federal Ministers responsible for the implementation of this Agreement and the Director-General shall take the administrative steps required for the implementation of this Agreement.

##### *Article 9*

In order to simplify the implementation of social insurance in respect of its officials, the United Nations shall take steps to ensure that the necessary notifications are made and the contributions to be paid by the official under Article 5 are transferred to the *Wiener Gebietskrankenkasse*.

##### *Article 10*

The declarations required to be made by the official under Article 3 shall be transmitted by the United Nations on behalf of the official to the *Wiener Gebietskrankenkasse*.

##### *Article 11*

Without prejudice to its confidential character the United Nations shall, upon request, provide the Austrian insurance institutions with the information necessary for the implementation of this Agreement.

*Article 12*

No provision of this Agreement shall be interpreted as restricting the provisions of Sections 27 and 28 of the Seat Agreement.

*Article 13*

For the settlement of differences between the Republic of Austria and the United Nations concerning the interpretation or implementation of this Agreement, the provisions of Section 46 of the Headquarters Agreement shall apply.

PART V. TRANSITIONAL PROVISIONS

*Article 14*

(1) Officials participating in any branch of the social insurance provided for in the ASVG or in the unemployment insurance provided for in the AIVG on account of their service with the United Nations at the time of entry into force of this Agreement shall have the right within three months of that date to terminate their insurance in any branch by means of a written declaration to become effective on the last day of the month in which the declaration is made.

(2) Officials, who took up their appointment with the United Nations prior to the date of entry into force of this Agreement, shall have the possibility within three months of that date of exercising the right under Article 2 (1).

(3) Article 10 shall apply *mutatis mutandis* to cases covered by paragraphs (1) and (2).

*Article 15*

(1) In the case of officials who were participants in the Pension Fund on 1 July 1996 or who are participants at the time of entry into force of this Agreement, and who prior to those respective dates have completed at least 12 insurance months in the Austrian pension insurance scheme, the periods of service with the United Nations, during which the official had participated in the Pension Fund prior to entry into force of this Agreement shall be treated, where necessary, as contributory periods of compulsory insurance for the purpose of determining eligibility for benefits under the Austrian pension insurance scheme.

(2) If eligibility for benefit under the Austrian pension insurance scheme exists only through application of paragraph (1), the competent Austrian pension insurance institution shall determine the benefit exclusively on the basis of the Austrian insurance periods and also taking into account the following provisions:

1. Benefits or parts thereof, the amount of which does not depend on the duration of insurance periods completed, shall be calculated in proportion to the ratio between the duration of Austrian insurance periods to be taken into account for the calculation and the period of 30 years, but shall not exceed the full amount;
2. Where periods after the event insured against are to be taken into account for the calculation of invalidity or survivors' benefits, such periods shall be taken into account only in proportion to the ratio between the duration of Austrian insurance periods to be taken into account for the calculation and two thirds of the number of full calendar months between the date on which the person

concerned reached the age of 16 and the date on which the event insured against occurred, but shall not exceed the full period;

3. Subparagraph 1 shall not apply:

- (a) With regard to benefits deriving from increased-benefit insurance;
- (b) With regard to income-dependent benefits or parts of benefits designed to ensure a minimum income.

#### *Article 16*

In the case of officials whose participation in the Pension Fund commenced after the date of entry into force of this Agreement, periods during which such officials participated in the Pension Fund shall be considered as “neutral” periods in the Austrian pension insurance scheme as laid down in the relevant provisions of the ASVG.

#### *Article 17*

In the case of officials serving with the United Nations at the time of entry into force of this Agreement whose appointment terminates within five years of that date, Article 7 (2) shall apply with the exception that a percentage of 7 per cent shall be applied in place of the percentage amount provided for in that Article.

### PART VI. FINAL PROVISIONS

#### *Article 18*

(1) This Agreement shall enter into force on the first day of the third month following an Exchange of Notes between the representative of the Republic of Austria and the Director-General, duly authorized to that effect.

(2) Upon entry into force of this Agreement, the Exchange of Notes dated 27 July 1982 between the Republic of Austria and the United Nations whereby the Social Security Agreement dated 15 December 1970 between the Government of the Republic of Austria and the United Nations Industrial Development Organization applying, *mutatis mutandis*, to officials of other offices of the United Nations seated in Austria, shall cease to be in force.

#### *Article 19*

(1) This Agreement shall apply, *mutatis mutandis*, to other offices of the United Nations established in the Republic of Austria.

#### *Article 20*

This Agreement shall cease to be in force:

1. By mutual consent of the Republic of Austria and the United Nations;
2. If the permanent Seat of the United Nations is removed from the territory of the Republic of Austria. In that case, the United Nations and the competent Austrian authorities shall take joint action for the orderly termination and liquidation of all arrangements made under this Agreement.

*Article 21*

The termination of this Agreement shall not impair the rights which the officials concerned or former officials have acquired thereunder for themselves or for their dependants.

Done at Vienna on the 23<sup>rd</sup> of April 2010 in duplicate in German and English languages, both texts being equally authentic. In the case of a dispute concerning the interpretation of this Agreement, the English text shall prevail.

For the Republic of Austria:

[Signed] RUDOLF HUNDSTORFER

For the United Nations:

[Signed] ANTONIO MARIA COSTA

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

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

During 2010, no States acceded to the Convention.

In 2010, the States parties below undertook to apply the provisions of the Convention to the following specialized agencies: \*\*

<i>State</i>	<i>Date of receipt of instrument of accession</i>	<i>Specialized agencies</i>
Romania	26 August 2010	International Finance Corporation
Austria	14 January 2010	World Tourism Organization***
Bulgaria	1 July 2010	World Tourism Organization
Serbia	25 January 2010	World Tourism Organization

**2. International Labour Organization**

On 6 January 2010, the International Labour Organization (ILO) exchanged letters with the Government of the Republic of Vanuatu concerning the application of the Standard Basic Assistance Agreement between the Republic of Vanuatu and the United Nations

\* 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>.

\*\*\* Annex XVIII – United Nations World Tourism Organization (UNWTO) – to the Convention on the Privileges and Immunities of the Specialized Agencies was signed at Jeju, 30 July 2008, and has not yet entered into force.

Development Programme of 27 March 1984 to the activities and personnel of the International Labour Organization in the Republic of Vanuatu.\*

On 19 January 2010, an agreement for an extension to the “Supplementary Understanding and its Minutes of the Meeting dated 28 February 2007” \*\* was concluded with the Government of Myanmar and entered into force. This agreement extends the Supplementary Understanding relating to the role of the Liaison Officer with respect to forced labour complaints channelled through him/her.\*\*\*

On 17 September 2010, ILO and the Government of Timor-Leste signed the Basic Cooperation Agreement.\*\*\*\* The agreement provides the legal framework for ILO’s activities in Timor-Leste.

### 3. Food and Agriculture Organization

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

No agreements for the establishment of FAO Representations or Decentralized Offices were signed in 2010.

#### (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 2010 with the Governments of the following countries acting as hosts to such sessions: Argentina, Chile, Croatia, Greece, Indonesia, Japan, Lebanon, Mexico, Montenegro, Pakistan, Portugal, Thailand, Tonga, Turkey and Uganda.

### 4. United Nations Educational, Scientific and Cultural Organization

For the purpose of holding international conferences on the territory of Member States, the United Nations Educational, Scientific and Cultural Organization (UNESCO) concluded various agreements that contained the following provisions concerning the legal status of the Organization:

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\* Information on agreements concluded with member States is available at: <http://www.ilo.org/public/english/bureau/leg/immunities/index.htm>.

\*\* GB.298/5/1 ([http://www.ilo.org/wcmsp5/groups/public/—ed\\_norm/—relconf/documents/meetingdocument/wcms\\_gb\\_298\\_5\\_1\\_en.pdf](http://www.ilo.org/wcmsp5/groups/public/—ed_norm/—relconf/documents/meetingdocument/wcms_gb_298_5_1_en.pdf)).

\*\*\* See GB.307/6 ([http://www.ilo.org/wcmsp5/groups/public/—ed\\_norm/—relconf/documents/meetingdocument/wcms\\_124409.pdf](http://www.ilo.org/wcmsp5/groups/public/—ed_norm/—relconf/documents/meetingdocument/wcms_124409.pdf)). The full text of the agreement is available at: <http://www.ilo.org/public/english/bureau/leg/immunities/index.htm>.

\*\*\*\* The full text of the agreement is available at: <http://www.ilo.org/public/english/bureau/leg/immunities/index.htm>.

\*\*\*\*\* *United Nations Juridical Yearbook 1972*, United Nations Publication, Sales No. E.74.V.1, p. 32.

*Privileges and Immunities*

The Government of [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 [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 [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 [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 [State] may also claim from UNESCO compensation for any damage to persons and property caused by the fault of staff members or agents of the Organization.

## 5. International Fund for Agricultural Development

### (a) Basic agreement between the Government of the Federal Democratic Republic of Ethiopia and the International Fund for Agricultural Development (IFAD)\*

The Government of Federal Democratic Republic of Ethiopia (hereinafter referred to as "the Government") and the International Fund for Agricultural Development (hereinafter referred to as "IFAD").

Whereas IFAD has decided to establish a country office in Addis Ababa, Ethiopia,

Whereas the Government welcomes the establishment of the Country Office and undertakes to assist IFAD in securing all the necessary facilities for its establishment and operation,

Have agreed as follows:

#### *Article 1. Definitions*

For the purpose of the present Agreement:

- a. "IFAD" means International Fund for Agricultural Development;
- b. "Country" means the Federal Democratic Republic of Ethiopia;

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\* Entered into force on 29 July 2010 by signature, in accordance with article 15.

c. “Appropriate Ethiopian Authorities” means such federal or regional authorities in Ethiopia as may be appropriate in the context and in accordance with the laws and customs applicable in Ethiopia;

d. “Parties” means the Government and IFAD;

e. “United Nations” means the United Nations established by the Charter of the United Nations on 26 June 1945;

f. “President” means the President of IFAD or any officer designated to act as such on his/her behalf;

g. “Representative” means IFAD staff member representing IFAD in the Country;

h. “Officials of the Country Office” means the Representative and all staff to the country office, in accordance with IFAD rules and regulations, with the exception of those staff recruited locally and remunerated on hourly rates;

i. “Expert on Mission” means persons, other than Officials of IFAD, undertaking missions for IFAD;

j. “Country Office” means any location used by IFAD in the Country for the conducting of operational and administrative activities;

k. “Property of the Country Office” means all property including funds, incomes and other assets, belonging to IFAD or held or administered by same in furtherance of its official functions;

l. “Archives of the Country Office” includes all records, correspondence, documents, manuscripts, computer records, still and motion pictures, films and sound recordings, belonging to or held by IFAD in furtherance of its official functions; and

m. “Telecommunication” means any emission, transmission or reception of written or verbal information, images, sound or information of any nature by wire, radio, satellite, optical fiber or any other electronic or electromagnetic means.

### *Article 2. Purpose*

This Agreement shall regulate matters relating to or arising out of the presence and operations of the Country Office of IFAD in the Country.

### *Article 3. Juridical personality and flag*

1. The Government recognizes the juridical personality of the Country Office and in particular its capacity to:

a. Contract;

b. Acquire and dispose of immovable and movable property in accordance with the law of the Country; and

c. Institute judicial proceeding.

2. The Country Office shall have the right to display its flag and/or other United Nations identifiers on its premises and vehicles.



*Article 4. The Country Office*

The Government undertakes to facilitate to the extent its capacity allows, as of the date of entry into force and during the life of this Agreement, the use and occupancy of premises and the use of installations suitable for the operation of the Country Office, as defined in Article 1 of this Agreement, in the implementation of this provision:

a. The Appropriate Ethiopian Authorities shall exercise due diligence to ensure that the security and tranquility of the Country Office is not disturbed by any person or group of persons attempting unauthorized entry or creating disturbances in the immediate vicinity of the Country Office;

b. If so requested by the Representative, the Appropriate Ethiopian Authorities shall provide such number of police as may be considered necessary for the preservation of order in the Country Office; and

c. The Appropriate Ethiopian Authorities shall ensure that the Country Office is supplied with the necessary public utilities and services, including, without limitation by reason of this enumeration, fire protection, electricity, water, sewerage, post and telecommunications. When public utilities and services are supplied by government authorities or bodies under their control, the Country Office shall be supplied at tariffs not exceeding the rates accorded to other United Nations Specialized Agencies.

*Article 5. Inviolability of the Country Office*

1. The premises of the Country Office shall be inviolable. No officer or official of the Country, or person exercising any public authority within Ethiopia, shall enter the premises of the Country Office to perform any duties therein except with the consent of and under conditions approved by the Representative. The Representative's consent to such entry shall be presumed in the event of fire or other analogous emergency requiring urgent action. The service of legal process, including the seizure of private property, may take place within the Country Office only with the consent of and under conditions approved by the Representative.

2. The Country Office shall be under the control and authority of IFAD, which shall have the power to make regulations applicable with regards to the premises for the full and independent performance of its function.

3. The Country Office shall not be used in any manner incompatible with the functions of IFAD. It shall prevent the Office from becoming a refuge from justice for persons who are avoiding arrest under any law of Ethiopia or who are required by the Government for extradition to another state or who are endeavoring to avoid service or legal process.

*Article 6. Property of the Country Office*

1. The property of the Country Office, wherever located in Ethiopia, shall enjoy immunity from every form of legal process, except insofar as in any particular case immunity shall have expressly been waived by the President. Waiver of immunity from legal process shall not be held to imply waiver of immunity in respect of any measure of execution, for which a separate waiver shall be necessary.

2. The archives and documents of the Country Office shall be, wherever located in Ethiopia, inviolable.

*Article 7. Freedom from taxation*

1. With respect to all official activities, the Country Office and its property shall be exempt from all forms of direct taxation.

2. The Country Office shall be exempt from customs duties and all other levies as well as restrictions on goods imported or exported for its official purposes.

*Article 8. Financial facilities*

Without being restricted by financial controls, regulations or moratoria of any kind, the Country office may receive, purchase, hold and transfer funds or currencies of any kind and operate bank and similar accounts in any currency as accorded to other international organizations of similar status and in accordance with the foreign exchange regulations of Ethiopia.

*Article 9. Communication*

1. The Country office shall enjoy for its official communication treatment not less favorable than that accorded by the Government to any other United Nations organization, in the matter of priorities and rates on mails, cables, telegrams, telex, radiograms, telephotos, telephone and other communication and press rates for information to press and radio.

2. No censorship shall be applied to the official correspondence or other communication of the Country Office and to all correspondence or other communication directed to IFAD or to any official of IFAD. Such immunity shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, videos and films and sound recordings when the correspondences are for official purpose.

3. The Country Office shall have the right to use codes and to dispatch and receive correspondences and other official communications by courier or in sealed bags with the same privileges and immunities extended in respect of them as are accorded to diplomatic couriers and bags.

4. Nothing in this Article shall be construed to preclude the adoption of appropriate security precautions to be determined by supplementary agreement between the Parties.

*Article 10. Entry into the Country and visa*

1. The Government shall take all the necessary measures to facilitate the entry into and departure from Ethiopia for the following persons, irrespective of their nationalities, and shall impose no impediment on the transit to or from the Country:

a. Officials of IFAD assigned to the Country Office, their spouses and dependant relatives;

b. Officials of the United Nations or Officials of IFAD visiting the Country Office on official business; and

c. Experts performing official missions for the Country Office or serving on bodies established by IFAD and the spouses of such experts.

2. The Representative shall communicate the names of such persons to the Government within a reasonable time.

3. Visas that may be required for Officials of IFAD, their spouses and dependent relatives, shall be granted free of charge.

*Article 11. Officials of the Country Office*

1. IFAD may assign to the Country Office such Officials as are deemed necessary to fulfill its obligations. The Government shall grant to Officials of the Country Office the following privileges and immunities:

a. Immunity from legal process of any kind in respect of words spoken or written, and acts performed by them in their official capacity. Such immunity shall continue notwithstanding that the persons concerned have ceased to be Officials of the Country Office;

b. Inviolability of all papers, documents and other official materials;

c. Exemption from any form of direct taxation in respect of the salaries or emoluments paid and other benefits accorded to them by IFAD. In the event that all Ethiopian nationals and foreign permanent residents working for the United Nations are subjected to payment of income tax on their salaries and emoluments, then the same measure shall apply to Ethiopian nationals and foreign permanent residents working for IFAD;

d. Exemption with respect to themselves, their spouses and dependent relatives on them, from immigration restrictions and alien registration;

e. For Officials of IFAD who are not nationals or permanent residents of Ethiopia, freedom to acquire or maintain within the Country foreign securities, foreign currency accounts and other movables and the right to take the same out of the Country through authorized channels without prohibition or restriction in accordance with the foreign exchange regulations of Ethiopia;

f. For Officials of IFAD who are not nationals or permanent residents of Ethiopia, same privileges in respect of currency exchange facilities as are accorded to officials of comparable rank forming part of diplomatic missions;

g. For Officials of IFAD who are not nationals of Ethiopia, same protection and repatriation facilities with respect to themselves, their spouses and their dependant relatives as are accorded in time of international crisis to members of diplomatic missions; and

h. The right to import, except for Ethiopian nationals, permanent foreign residents of Ethiopia, persons other than IFAD Officials performing missions for IFAD and their spouses and other persons invited to the Office on official business, free of duty or other levies, prohibitions and restrictions on imports, their furniture and personal effects within twelve months after taking up their post in the Country. This exemption shall include one automobile upon their first installation, the importation, transfer, replacement and disposal of which shall be subject to the same regulations applicable to members of other United Nations subsidiary organs of comparable rank.

2. The Country Office shall communicate to the Government annually a list of names of Officials and staffs of the Country Office assigned to it.

3. The Government shall issue to the Officials of the Country Office, their spouses and dependant relatives, who are entitled to the privileges, immunities and facilities, a special

identity card specifying that the holder is an Official of the Country Office or the spouse of or a relative dependant on such an Official and that the holder enjoys the privileges, immunities and facilities provided for in this Article.

4. The Government shall:

a. Facilitate to expatriate Officials of the Country Office the location of suitable housing accommodation as necessary; and

b. Provide to expatriate Officials of the Country Office, who wish to drive vehicles in the Country, driver's license.

#### *Article 12. Abuse of privileges and immunities*

1. The privileges and immunities provided for under Articles 10 and 11 of the Agreement are conferred in the interests of the Country Office of IFAD and not for the personal benefit of individuals. The immunity of such individual may be waived by the President whenever the immunity would impede the course of justice and can be waived without prejudice to the interests of IFAD.

2. The Country Office and its Officials shall cooperate at all times with the appropriate Ethiopian Authorities to facilitate the proper administration of justice, to secure the observance of police regulations and to prevent the occurrence of any abuses in connection with the privileges and immunities accorded under Article 11 of this Agreement.

#### *Article 13. General provisions*

1. Without prejudice to the privileges and immunities conferred by this Agreement, the Country Office and all its Officials shall respect the laws of Ethiopia.

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

#### *Article 14. Settlement of disputes*

Any dispute between the Government and IFAD concerning the interpretation or application of this Agreement or any supplemental agreement(s) or any question affecting the Office or the relationship between the Government and IFAD, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators: one to be chosen by the Ministry of Foreign Affairs of the Federal Democratic Republic of Ethiopia, one by the President and the third, who shall be the chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third, such third arbitrator shall be chosen by the President of the International Court of Justice.

#### *Article 15. Entry into force and termination*

1. This Agreement shall enter into force upon signature by IFAD and the Government and shall remain valid unless terminated in accordance with paragraph 2 of this Article.

2. This Agreement may be terminated by either Party by giving a written notice to the other and shall terminate sixty (60) days after receipt of such notice. Notwithstanding any such notice of termination, this Agreement shall remain in force until complete

fulfillment or termination of all the activities of the Country Office entered into by virtue of this Agreement.

3. The obligations assumed by the Government shall survive the termination of this Agreement under the foregoing paragraph to the extent necessary to permit the orderly withdrawal of the property of the Country Office of IFAD and its Officials by virtue of this Agreement.

In witness whereof, the undersigned, being duly authorized have signed and sealed this Agreement in two originals in the English language, both texts being equally authentic.

Done at Rome, Italy, this 29th day of July 2010.

[Signed]

For the Government of the Federal  
Democratic Republic of Ethiopia

[Signed]

For the International Fund for  
Agricultural Development

**(b) Headquarters agreement between the Republic of Ghana and the International Fund for Agricultural Development on the establishment of IFAD's country office\***

Whereas the International Fund for Agricultural Development (IFAD), a Specialized Agency of the United Nations Organization, wishes to establish a Country Office in the Republic of Ghana to support its operation, including supervision of projects; consolidate its cooperation and linkages; be close to its partners and programmes; and manage knowledge; and the Republic of Ghana agrees to permit the establishment of such an office.

Whereas the Republic of Ghana acceded on 9 September 1958 to the Convention on the Privileges and Immunities of the Specialized Agencies.

Whereas the Republic of Ghana signed on 19 October 1977 and ratified on 5 December 1977 the Agreement Establishing IFAD.

Now therefore, the Republic of Ghana and IFAD hereby agree as follows:

*Article I. Definitions*

For the purpose of this Agreement:

- (a) "Government" means the Republic of Ghana;
- (b) "the Fund" or "IFAD" means the International Fund for Agricultural Development;
- (c) "Office" means the International Fund for Agricultural Development's Country Office located in the Republic of Ghana;

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\* Entered into force on 1 September 2010 by signature, in accordance with article XIV. In 2010, IFAD concluded two textually similar agreements, namely the Headquarters Agreement between the Republic of Rwanda and the International Fund for Agricultural Development on the Establishment of the IFAD Country Office (entered into force on 20 March 2010); and the Headquarters Agreement between the Republic of Zambia and the International Fund for Agricultural Development on the Establishment of the IFAD Country Office (entered into force on 23 July 2010). These two agreements are not reproduced in this volume.

(d) “IFAD officials” means the Country Representative and all other officials as specified by IFAD in accordance with Article VI, Section 18 of the Convention on the Privileges and Immunities of the Specialized Agencies, 1947.

*Article II. Juridical personality of the Fund*

1. The Government recognizes the juridical personality of the Fund, and in particular its capacity:

- (i) to contract;
- (ii) to acquire and dispose of movable and immovable property; and
- (iii) to be a party to juridical proceedings.

2. The Government shall permit the Fund to purchase or rent premises to serve as its Office.

3. The Office shall be authorized to display the emblem of the Fund on its premises and vehicles.

*Article III. Inviolability of the Office*

1. The property and assets of the Office, 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.

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

3. The Office and its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case the Fund has expressly waived its immunity. No waiver of immunity shall extend to any measure of execution except when expressly so done.

4. The Office shall not allow its premises to serve as a refuge for any person wanted for a criminal offence or in respect of whom a warrant, conviction or expulsion order has been issued by the competent authorities of the Republic of Ghana.

5. The authorities, officials and agents of the Republic of Ghana shall not enter the Office in an official capacity except at the request, invitation, or with the authorization of the Office, granted by the Country Representative or his or her delegate. In the event of *force majeure*, fire or any other calamity requiring urgent measures of protection, the consent of the Country Representative or his or her representative shall be considered to have been given. However, if requested by the Country Representative, any person who has entered the Office with his or her presumed consent shall leave the Office immediately.

6. The competent authorities of the Republic of Ghana shall, to the extent possible, take all necessary measures to protect the Office against any intrusion or damage, to ensure that their tranquility is not disturbed and to preserve their dignity.

7. The residences of IFAD’s officials who are not citizens or permanent residents of the Republic of Ghana shall be entitled to the same inviolability and protection as the Office.

*Article IV. Public services*

1. The Government undertakes to assist the Office as far as possible in obtaining and making available where applicable the necessary public services on equitable terms. The office shall bear the costs of these services.

2. In the case of interruption or threatened interruption of any such services, the competent authorities shall consider the Office's need for such services as important as that of any other international organization and shall therefore take the necessary measures to ensure that the Office's activities are not unduly impaired by such a situation.

*Article V. Communications*

The Office's communications shall enjoy protection under the conditions and limitations defined in section 11 and 12 of the Convention on the Privileges and Immunities of the Specialized Agencies.

*Article VI. Tax exemption*

The Office, its assets, income and other property shall be exempt from:

a) All direct taxes on goods directly imported or purchased locally by the organization for its official use in the Republic of Ghana, it being understood, however, that no claim of exemption will be made from taxes which are, in fact, no more than charges for public utility services;

b) Customs duties or other taxes. However, it is understood that the Office shall not be exempted from prohibitions or restrictions on imports and exports in respect of articles imported or exported by the Office for its official use;

c) Articles imported under such exemption will not be sold in the Republic of Ghana except under conditions agreed with the Government; and subject to compliance with such conditions as the competent authority may prescribe for the protection of revenue;

d) Customs duties or other taxes on imports and exports in respect of its publications.

*Article VII. Financial facilities*

1. In connection with its official activities the Office may freely:

a) Acquire currencies and funds, hold them, use them and have accounts in the Republic of Ghana in (local currency) or any other currency and convert any currency held by it into any other currency;

b) Transfer its funds within the territory of the Republic of Ghana and transfer other currencies to or from Ghana within the laws of Ghana.

2. The Office shall enjoy the same exchange facilities as other international organizations represented in the Republic of Ghana.

*Article VIII. Social security*

Since IFAD'S officials are covered by the Fund's social security scheme or a similar scheme, the Office shall not be required to contribute to any social security scheme in

the Republic of Ghana, and the Government shall not require any member of the Office covered by the Fund's scheme to join such a scheme. However, it is understood that IFAD shall be responsible to contribute for social security scheme for its employees who are not covered by the Fund's scheme.

*Article IX. Entry, travel and sojourn*

1. The Government shall recognize and accept the United Nations laissez-passer issued to officials of IFAD as valid travel documents.

2. Applications for visas, where required, from officials of IFAD holding United Nations laissez-passer, when accompanied by a certificate that they are travelling on the business of IFAD, shall be dealt with as speedily as possible, in addition, such persons shall be granted facilities where available for speedy travel.

3. Similar facilities to those specified in paragraph 2 shall be accorded to experts and other persons who, though not the holders of United Nations laissez-passer, have a certificate that they are travelling on the business of IFAD.

4. The Government shall facilitate the entry into or departure from the Republic of Ghana, when travelling to or from the Office, of persons exercising official functions at the Office or invited by it.

5. The Government undertakes to authorize the following persons and their dependants to enter into the Republic of Ghana and sojourn in the country throughout the duration of their assignment or missions to the Office:

- a) The Country Representative and other IFAD's officials;
- b) All other persons invited by the Office to perform official assignments.

6. Without prejudice to the specific immunities to which they may be entitled, the persons referred to in paragraph 5 above shall not, during their assignment or missions, be required by the authorities of the Republic of Ghana to leave the territory of the Republic of Ghana unless it is established in accordance with the provisions of Article XII paragraph 6 hereof, that they have abused the privileges to which they are entitled by pursuing an activity unrelated to their official functions or mission, or that they have overstayed and not renewed the period of stay allowed to them by their visa.

*Article X. Identity cards*

1. The Country Representative shall communicate to the Government a list of the IFAD's officials (including spouses and other dependants) and inform it of any changes in this list.

2. Upon notification of their appointment, the Government shall issue to all persons referred to in paragraph 1 a card bearing the photograph of its holder which attests that such person is a member of the Office. This card shall be recognized by the competent authorities as an attestation of the person's identity and status as a member of the Office.



*Article XI. Privileges and immunities of IFAD's officials*

1. Without prejudice to the provisions applicable to the Organization under the Convention on the Privileges and Immunities of the Specialized Agencies, IFAD's officials shall enjoy the following privileges and immunities in the Republic of Ghana:

a. Immunity from legal process, even after the termination of their functions, in respect of all acts, including words spoken or written, performed by them in their official capacity; during their term of office;

b. Exemption from income taxation on salaries and emoluments for IFAD officials;

c. Exemption, together with their spouses and other dependents, from immigration restrictions and alien registration;

d. Exemption, together with their spouses and other dependents, from national service obligations and any other compulsory service;

e. Exemption from import duty and other levies on their household and personal effects imported within three (3) months after first taking up their functions in the Republic of Ghana;

f. Every three (3) years, admission of one vehicle per family, imported or purchased, free of import duty and other levies, provided that such vehicle is not sold or transferred during this period except in accordance with applicable rules and procedures;

g. In the event of international crisis, to be accorded the same repatriation facilities as members of the diplomatic corps accredited to the Government, for themselves, their spouses and other dependents;

h. The same exchange facilities as those accorded to officials of comparable rank of diplomatic missions accredited to the Government.

2. Throughout the duration of his or her functions, the Country Representative shall enjoy the privileges and immunities accorded to the heads of diplomatic missions. The other senior members of the Office designated from time to time by the Country Representative on the basis of the positions of responsibility which they fill shall be accorded the privileges granted to comparable diplomatic agents.

*Article XII. General provisions*

1. The Government shall make every effort to ensure that the Office of the IFAD's officials enjoy treatment not less favorable than that granted to other intergovernmental, international and regional organizations represented in the Republic of Ghana.

2. The privileges and immunities provided for in this Agreement are not designed to secure personal advantage for their beneficiaries; they are designed exclusively to ensure that the Office may operate freely in all circumstances, and to safeguard the complete independence of the persons to who they are granted.

3. Without prejudice to the privileges and immunities granted under this Agreement, the Office and all persons who enjoy these privileges and immunities have the duty to respect the laws and regulations of the Republic of Ghana. They also have the duty not to interfere in the internal affairs of the Republic of Ghana.

4. The President of IFAD has the right to waive the immunity when he considers that it would impede the course of justice and can be waived without prejudice to the interests of the Office.

5. The President of IFAD shall take all measures to prevent any abuse of the privileges and immunities granted under this Agreement; to this end, he or she shall issue such regulations, applicable to IFAD's officials and others concerned, as may be deemed necessary and appropriate.

6. Should the Government consider that there has been an abuse of a privilege or immunity granted under this Agreement, consultations shall take place at its request, between the Country Representative and the competent authorities with a view to determining whether such an abuse has taken place. Should such consultations not produce a result which is satisfactory to the Government and the Country Representative, the matter shall be settled in accordance with the procedure described in article XIII.

7. Nothing in this Agreement shall be construed as limiting the right of the Government to take such measures as are necessary to safeguard the security of the Republic of Ghana.

8. Should the Government find it necessary to apply paragraph 7 of this Article, it shall contact the Country Representative as soon as circumstances permit with a view to determining by mutual agreement the measures required to protect the interests of the Fund.

9. The provisions of this Agreement are applicable to all persons covered by the Agreement, regardless of whether the Government maintains diplomatic relations with the State of which such persons are nationals, or whether such State grants similar privileges and immunities to the diplomatic officials and nationals of the Republic of Ghana.

10. The Government shall be responsible for dealing with any claims which may be brought by third parties against the Fund or against its officials or consultants or other persons performing services on behalf of the Fund and shall hold the Fund and the above-mentioned persons harmless in case of any claims or liabilities, except where it is agreed by the Government and the Fund that such claims or liabilities arise from the gross negligence or willful misconduct of such persons.

11. Whenever this Agreement imposes obligations on the competent authorities, each party shall be ultimately responsible for ensuring the fulfillment of its obligations.

#### *Article XIII. Interpretation and settlement of disputes*

1. This Agreement shall be interpreted in the light of its principal objective, which is to enable the Office to carry out its activities fully and efficiently.

2. Where an allegation is substantiated, the party in breach shall undertake in writing to remedy the breach and notify the other party in writing the measures taken or proposed to be taken to remedy the breach and prevent further breaches.

3. Any dispute between the Government and the Office concerning the interpretation or application of this Agreement, or of any supplementary arrangement, which is not settled by negotiation shall, unless the parties agree otherwise, be referred for final decision to a tribunal of three (3) arbitrators, one to be named by the Government, one to be named

by the President of the Fund, and the third, who shall chair the tribunal, to be chosen by mutual agreement by the other two arbitrators.

4. Should the first two arbitrators fail to agree on the choice of the third within six months following their appointment, the third arbitrator shall be named by the President of the International Court of Justice unless he or she is a national of the Republic of Ghana, in which case the third arbitrator shall be named by the Vice president of the International Court of Justice.

5. The decisions of the tribunal of arbitrators shall be fully binding.

*Article XIV. Entry into force and revision*

1. The provision of this Agreement enters into force upon signature by both parties.

2. This Agreement will remain in force while the Office remains established in the Republic of Ghana.

3. The obligations assumed by the Government and IFAD under this Agreement shall survive its termination to the extent necessary to permit orderly withdrawal of the property, funds and assets of the Fund and the officials and other persons performing services on behalf of the Fund.

4. This Agreement may only be amended by mutual agreement of the Parties in writing.

5. This Agreement entered into by the Government and IFAD shall cease to be in force six months after either party gives notice in writing to the other of its decision to terminate this agreement

In witness whereof the undersigned duly authorized representatives of the Government and the Fund respectively have, on behalf of both parties, signed the present Agreement in Accra, on this [written] First day of [written] September 2010 in two original copies.

[Signed]

For the Republic of Ghana

[Signed]

For the International Fund for Agricultural  
Development

HON. DR. KWABENA DUFFOUR

H.E. KANAYO FELIX NWANZE

## 6. United Nations Industrial Development Organization

**(a) Memorandum of understanding between the United Nations Industrial Development Organization (UNIDO) and the Federal Service for Supervision of Natural Resources Use of the Russian Federation (Rosprirodnadzor), signed on 12 February 2010\***

*Article VI. Privileges and immunities*

Nothing in or relating to the Memorandum of Understanding may be deemed a waiver, express or implied, of any of the privileges and immunities of UNIDO or Rosprirodnadzor.

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\* Entered into force on 12 February 2010.

**(b) Grant agreement between the United Nations Industrial Development Organization and the International Fund for Agricultural Development regarding the implementation of a project entitled “UNIDO-HLC-3A: promoting agribusiness in Africa”, signed on 4 and 16 February 2010**

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.

**(c) Implementation agreement between the United Nations Industrial Development Organization, the United Nations Environment Programme and the Ministry of Environment, Housing and Territorial Development of Colombia regarding the implementation of a project entitled “Strengthening national governance for the Strategic Approach to International Chemicals Management (SAICM) implementation in Colombia”, signed on 16 and 18 March, and 7 and 28 May 2010\***

*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.

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\* Entered into force on 28 May 2010.

**(d) Memorandum of understanding between the United Nations Industrial Development Organization and the International Labour Organization regarding the implementation of a programme in Guinea entitled “Projet conjoint d’appui au mouvement de la jeunesse et à certains groupes de jeunes les plus déshérités” [Joint project providing support to the youth movement and to some of the most underprivileged youth groups\*], signed on 4 and 10 August 2010\*\***

14. Unless otherwise provided in countries of operation in which a Host Government Agreement is in effect between the ILO and the Government concerned or where the latter has ratified the Convention on Privileges and Immunities of the Specialized Agencies (1947) and Annex I concerning the ILO, UNIDO shall ensure that the Government concerned accords to the ILO the privileges and immunities under the Standard Basic Assistance Agreement between the Government and UNDP as specified in Section 7 of Annex I by notifying the Government of the present Understanding.

The privileges and immunities to which the Implementing Agency and its personnel are entitled may be waived only by the Director-General of the Implementing Agency.

**(e) Agreement between the United Nations Industrial Development Organization and the Government of Italy regarding the implementation of a project in Lebanon entitled “Community empowerment and livelihoods enhancement project”, signed on 7 October 2010\*\*\***

*Article XVII. Miscellaneous provisions*

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

**(f) Basic cooperation agreement between the United Nations Industrial Development Organization and the Government of the Republic of Montenegro, signed on 25 October 2010\*\*\*\***

*Article X. Privileges and Immunities*

1. The Government shall apply to UNIDO, including its organs, property, funds and assets, and to its officials, including the UNIDO Representative in Montenegro, and his or her staff in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations, except that if the Government has acceded in respect of UNIDO to the Convention on the Privileges and Immunities of the Specialized Agencies, the Govern-

\* Translation of the programme title from the French language provided by the Secretariat.

\*\* Entered into force on 10 August 2010.

\*\*\* Entered into force on 7 October 2010.

\*\*\*\* Entered into force on 25 October 2010.

ment shall apply the provisions of the latter Convention, including Annex XVII thereof relating to UNIDO.

2. The Representative and his or her staff in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise of their official functions. In particular, the Representative shall enjoy the same privileges and immunities as the Government accords to diplomatic envoys in accordance with international law.

3 (a). Except as the Government and UNIDO may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than Government nationals employed locally, performing services on behalf of UNIDO, who are not covered by paragraphs 1 and 2 above, the same privileges and immunities as are granted to officials under Section 18 or 19, respectively, of the Conventions on the Privileges and Immunities of the United Nations or of the Specialized Agencies, as applicable;

3 (b). For purposes of the instruments on privileges and immunities referred to in the preceding parts of this Article:

- (i) All papers and documents relating to a project in the possession or under the control of the persons referred to in sub-paragraph 3 (a) above shall be deemed to be documents belonging to UNIDO; and
- (ii) Equipment, materials and supplies brought into, or purchased, or leased by those persons within the country for purposes of a project shall be deemed to be the property of UNIDO.

4. The expression “persons performing services” as used in Articles X, XI and XIV of this Agreement includes volunteers, consultants and juridical as well as natural persons and their employees. It includes governmental or nongovernmental organizations or firms which UNIDO may retain to implement or to assist in the implementation of UNIDO assistance to a project and their employees. Nothing in this Agreement shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees in any other instrument.

**(g) Letter of agreement between the United Nations Industrial Development Organization and the United Nations Environment Programme regarding the implementation of a project entitled “Assessments and guidelines for sustainable liquid biofuels production in developing countries”, signed on 26 October and 9 November 2010\***

*Responsibility for claims*

38. UNIDO shall be responsible for dealing with any claim by third parties brought as a result of execution and operation of activities carried out by UNIDO or its subcontractors under this project document, in relation to loss of or damage to property, personal injury, disability, death or any other event caused by its activities or omissions. UNEP shall be responsible for dealing with any claim by third parties brought as a result of execution

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\* Entered into force on 9 November 2010.

and operation of activities carried out by UNEP or its sub-contractors under this project document, in relation to loss of or damage to property, personal injury, disability, death or any other event caused by its activities or omissions. Nothing in or relating to this project document shall be deemed a waiver of any of the privileges and immunities accorded to UNIDO and UNEP under international law.

**(h) Exchange of letters extending the agreement between the United Nations Industrial Development Organization and the Government of Japan concerning the contribution by the Government of Japan to the UNIDO Investment and Technology Promotion Office Tokyo service aimed at promoting industrial investment in developing countries from 1 January 2011 to 31 December 2013, signed on 14 December 2010\***

6. It is confirmed that the Convention on the Privileges and Immunities of the United Nations (1946) applies to the Service in Tokyo and its personnel until the Convention on the Privileges and Immunities of the Specialized Agencies enters into effect for Japan with respect to UNIDO, after which time the latter convention shall apply.

## 7. International Atomic Energy Agency

In 2010, one State became Party to the Agreement on the Privileges and Immunities of the International Atomic Energy Agency, 1959.\*\* By the end of the year, there were 82 Parties.

## 8. Organisation for the Prohibition of Chemical Weapons

**Agreement between the Organisation for the Prohibition of Chemical Weapons (OPCW) and the Kingdom of Denmark 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

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\* Entered into force on 14 December 2010.

\*\* United Nations, *Treaty Series*, vol. 374, p. 147.

\*\*\* Entered into force on 15 April 2010. In 2010, the OPCW concluded two textually similar agreements, namely the Agreement between the Organisation for the Prohibition of Chemical Weapons and the Portuguese Republic on the Privileges and Immunities of the OPCW (entered into force on 2 July 2010); and the Agreement between the Organisation for the Prohibition of Chemical Weapons and the Government of the United Arab Emirates (entered into force on 20 January 2010). These two agreements differ only slightly from the agreement with the Kingdom of Denmark and are not reproduced in this volume.

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 Kingdom of Denmark have agreed as follows:

#### *Article 1. Definitions*

In this Agreement:

(a) “Convention” means the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction of 13 January 1993;

(b) “OPCW” means the Organisation for the Prohibition of Chemical Weapons established under Article VIII, paragraph 1, of the Convention;

(c) “Director-General” means the Director-General referred to in Article VIII, paragraph 41, of the Convention, or in his absence, the Acting Director-General;

(d) “Officials of the OPCW” means the Director-General and all members of the staff of the 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*

1. 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 State 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 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 this Article apply irrespective of whether the State Party maintains or does not maintain diplomatic relations with the State of which the person designated in paragraph 1 of this Article is a national and irrespective of whether the State of which that person is a national grants a similar privilege or immunity to the diplomatic envoys or nationals of the State Party.

5. 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 GPCW 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 19 July 2000, in the English language.