

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

2011

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



Copyright (c) United Nations

Contents

	<i>Page</i>
FOREWORD	xxvii
ABBREVIATIONS	xxix

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

CHAPTER I. LEGISLATIVE TEXTS CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL ORGANIZATIONS	3
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	5
2. Agreements relating to missions, offices and meetings	
(a) Agreement between the Republic of Austria and the International Bank for Reconstruction and Development, the International Finance Corporation and the Multilateral Investment Guarantee Agency regarding the establishment of liaison offices in Vienna. Washington, 21 July 2010.	5
(b) Agreement between the Government of the Republic of Korea and the United Nations regarding the establishment of the United Na- tions Office for Sustainable Development. Cancún, 8 August 2010	15
(c) Framework Agreement between the United Nations and the Re- public of Turkey on arrangements regarding privileges and immu- nities and certain other matters concerning United Nations con- ferences and meetings held in Turkey. New York, 23 February 2011	23
(d) The Memorandum of Understanding between the African Union and the United Nations and the Government of the State of Qa- tar regarding arrangements in connection with the peace talks in Doha (Qatar). Doha, 3 March 2011	27
(e) Exchange of letters constituting an agreement between the Unit- ed Nations and Bolivia concerning the Sub-regional Seminar titled “Implementing Andean Community Decision 552” to be held in La Paz, Bolivia, 11–12 April 2011. New York, 8 April 2011	31
(f) Exchange of letters constituting an agreement between the United Nations and Mongolia concerning the Expert Group Meeting “Co- operatives in Development: Beyond 2012” to be held in Ulaanbaatar, Mongolia, from 3 to 6 May 2011. New York, 25 and 26 April 2011 . .	34

	<i>Page</i>
(g) The Agreement between the United Nations and the Government of the Republic of Kazakhstan relating to the establishment of the Subregional Office for North and Central Asia of the United Nations Economic and Social Commission for Asia and the Pacific. Astana, 4 May 2011.....	38
(h) Memorandum of Understanding between the United Nations and the Government of the Democratic Socialist Republic of Sri Lanka concerning contributions to the United Nations Stand-By Arrangements System. New York, 20 May 2011.....	42
(i) Memorandum of Understanding between the United Nations and the Argentine Republic and the Republic of Chile concerning contributions to the United Nations Stand-By Arrangement System. Buenos Aires, 14 June 2011.....	43
(j) Exchange of letters constituting an agreement between the United Nations and the Government of the Federal Democratic Republic of Ethiopia concerning the regional course in international law, to be held in Addis Ababa, Ethiopia. New York, 2 June 2011 and 14 July 2011.....	47
(k) The Status of Forces Agreement between the United Nations and the Government of the Republic of South Sudan concerning the United Nations Missions in South Sudan ("SOFA"). Juba, 8 August 2011...	50
(l) The Government of the Kingdom of Saudi Arabia Contribution Agreement to launch the United Nations Center for Counter-Terrorism (UNCCT). New York, 19 September 2011.....	65
(m) Memorandum of Understanding between the Government of the Republic of Serbia and the United Nations concerning contributions to the United Nations Stand-By Arrangement System. New York, 22 November 2011.....	69
(n) Memorandum of Understanding between the Government of the Republic of Iraq and the United Nations. Baghdad, 25 December 2011.....	70
3. United Nations Development Programme	
(a) Agreement between the Government of the Arab Republic of Egypt and the United Nations Development Programme for the establishment of the UNDP Regional Centre for Arab States in Cairo, Egypt. New York, 29 July 2010.....	74
(b) Agreement between the Government of Malaysia and the United Nations Development Programme concerning the establishment of the UNDP Global Share Service Centre. Kuala Lumpur, 24 October 2011.....	84
4. United Nations Population Fund	
(a) Agreement between the United Nations Population Fund and the Government of the Republic of Turkey for the Establishment of the UNFPA Eastern Europe and Central Asia Regional Office in Istanbul, Turkey. New York, 1 July 2010.....	90

	<i>Page</i>
<ul style="list-style-type: none"> <ul style="list-style-type: none"> (b) Agreement between the Government of the Arab Republic of Egypt and the United Nations Population Fund for the establishment of UNFPA Arab States regional office in Cairo, Egypt. New York, 29 July 2010. 	101
5. Memoranda of Understanding between the United Nations and the International Criminal Court	
<ul style="list-style-type: none"> (a) Memorandum of Understanding between the United Nations and the International Criminal Court concerning Cooperation between the United Nations Office of Internal Oversight Services and the International Criminal Court. New York, 25 February and 18 March 2011. 	111
<ul style="list-style-type: none"> (b) Memorandum of Understanding Between the United Nations and the International Criminal Court Concerning the Provision by the United Nations Office at Nairobi of Support Services and Facilities to the Registry of the Court in Connection with its Activities in the Republic of Kenya. Nairobi, 9 June 2011 and The Hague, 13 June 2011. 	120
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.	133
2. International Labour Organization.	133
3. Food and Agriculture Organization	
<ul style="list-style-type: none"> (a) Agreements regarding the establishment of Food and Agriculture Organization (FAO) Representations. 	134
<ul style="list-style-type: none"> (b) Agreements based on the standard Memorandum of Responsibilities in respect of FAO sessions. 	134
4. United Nations Educational, Scientific and Cultural Organization . . .	134
5. International Fund for Agricultural Development	
<ul style="list-style-type: none"> Headquarters agreement between the Republic of Malawi and the International Fund for Agricultural Development on the establishment of IFAD's country office. 	135
6. United Nations Industrial Development Organization	142
<ul style="list-style-type: none"> (a) Framework agreement between the Swiss Confederation, acting through the State Secretariat for Economic Affairs of Switzerland (SECO) and the United Nations Conference on Trade and Development (UNCTAD), the International Trade Centre (ITC), the United Nations Industrial Development Organization (UNIDO), the International Labour Organization (ILO) and the United Nations Office for Project Services (UNOPS) on the implementation of interagency trade-related assistance in selected Least Developed Countries (LDCs), signed on 9 May 2011. 	142

	<i>Page</i>
(b) Grant agreement between the United Nations Industrial Development Organization and the International Fund for Agricultural Development, dated 3 February, regarding the implementation of a project entitled “Youth as catalysts for small scale agri-business development and growth in Western and Central Africa”, signed on 7 February and 31 May 2011	142
(c) Exchange of letters between the United Nations Industrial Development Organization and the Republic of South Sudan regarding the continuation of the UNIDO operations in the Republic of South Sudan, signed on 9 July 2011	142
(d) Inter-agency agreement between the United Nations Industrial Development Organization and the Food and Agriculture Organization of the United Nations regarding the implementation of a project in the Republic of South Sudan entitled “Sustainable food security through community-based livelihood development and water harvesting”, signed on 5 and 22 July 2011	143
(e) Memorandum of Understanding between the Government of the Republic of Indonesia and the United Nations System “on the framework for cooperation with and support for the Indonesian national reducing emissions from deforestation and forest degradation (REDD) + programme in the Republic of Indonesia, signed on 20 September 2011	143
(f) Memorandum of Understanding between the United Nations Industrial Development Organization and the Foreign Economic Cooperation Office, Ministry of Environmental Protection of the People’s Republic of China (FECO), signed on 2 September and 8 October 2011	144

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

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

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

1. Membership of the United Nations	147
2. Peace and Security	147
(a) Peacekeeping missions and operations	147
(b) Political and peacebuilding missions	159
(c) Other bodies	165
(d) Missions of the Security Council	168
(e) Action of Member States authorized by the Security Council	168
(f) Sanctions imposed under Chapter VII of the Charter of the United Nations	171
(g) Terrorism	180

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 2011. As at 31 December 2011, there were 158 States parties to the Convention.**

2. Agreements relating to missions, offices and meetings

(a) Agreement between the Republic of Austria and the International Bank for Reconstruction and Development, the International Finance Corporation and the Multilateral Investment Guarantee Agency regarding the establishment of liaison offices in Vienna. Washington, 21 July 2010.***

Preamble

The Republic of Austria, on the one side, and the International Bank for Reconstruction and Development (IBRD), the International Finance Corporation (IFC) and the Multilateral Investment Guarantee Agency (MIGA) (together, hereinafter referred to as the “Organizations”), on the other side;

Having regard to

(i) the Articles of Agreement of the International Bank for Reconstruction and Development of 27 December 1945, as amended with effect of 16 February 1989, which include Article VII on IBRD’s status, immunities and privileges;

* 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 1 February 2011 in accordance with article 22.

(ii) the Articles of Agreement of the International Finance Corporation of 25 May 1955, as amended with effect of 28 April 1993, which include Article VI on IFC's status, immunities and privileges; and

(iii) the Convention establishing the Multilateral Investment Guarantee Agency of 11 October 1985, which includes Chapter VII on MIGA's privileges and immunities (together, hereinafter referred to as "instruments establishing the Organizations");

Having regard to the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947,^{*} to which the Republic of Austria became a party as of 21 July 1950 with respect to Annex VI concerning the IBRD,^{**} as of 10 November 1959, with respect to Annex XIII concerning the IFC;^{***} and also to the MIGA Convention^{****} which was ratified by the Republic of Austria on September 17, 1997;

Noting that the Organizations have established or may establish a liaison office or offices in Vienna;

Desiring to define the status, privileges and immunities of such liaison office or offices in the Republic of Austria and to enable the liaison office or offices to fulfill its purposes and functions;

Have agreed as follows:

Article 1. Definitions

For the purpose of this Agreement:

(a) "Austrian authorities" means such federal, state, municipal or other authorities in the Republic of Austria as may be appropriate in the context, and in accordance with the laws and customs applicable in the Republic of Austria;

(b) "organizations" means the International Bank for Reconstruction and Development, the International Finance Corporation and the Multilateral Investment Guarantee Agency;

(c) "office" means the liaison office or offices of the Organizations in the Republic of Austria;

(d) "resident Representative" means the head of the Office for each of the Organizations;

(e) "staff Members of the Office" means all staff members of the Office except those who are both locally recruited and assigned to hourly rates;

(f) "officials of the Office" means all Staff Members of the Office including all persons serving with a Government or an international organization and seconded to work at the Office;

(g) "official activities" means any activities necessary for carrying out the purpose of the Organizations as set forth in the instruments establishing the Organizations; and

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

^{**} *Ibid.*, vol. 33, p. 300.

^{***} *Ibid.*, vol. 327, p. 326.

^{****} *Ibid.*, vol. 1508, p. 100.

(h) “official visitors” means representatives of Governments and international organizations co-operating with the Organizations as well as other participants in meetings of the Organizations, invited by the Office.

Article 2. Legal Personality

The Republic of Austria recognizes the international juridical personality of the Organizations, deriving from the instruments establishing the Organizations, and their legal capacity within Austria, in particular their capacity:

- (a) to contract;
- (b) to acquire and dispose of immovable and movable property;
- (c) to institute and respond to legal proceedings; and
- (d) to take such other action as may be necessary or useful for their purpose and activities.

Article 3. Seat

(1) The seat of the Office shall comprise the land, installations and offices that the Office occupies for its activities. Its area shall be defined by common understanding between the Organizations and the Government of the Republic of Austria.

(2) Any building in or outside Vienna used with the agreement of the Government for meetings convened by the Office shall be deemed temporarily to form part of the seat precinct.

Article 4. Inviolability of the Seat

(1) The seat of the Office shall be inviolable. No officer or official of the Republic of Austria, or other person exercising any public authority within the Republic of Austria, may enter the seat to perform any duties except with the consent of, and under conditions approved by, the Resident Representative. However, in the event of fire or other such emergency, such consent shall be deemed to have been given if immediate protective measures are required.

(2) Except as otherwise provided in this Agreement and subject to the right of the Organizations to make regulations including employment rules and policies governing Officials of the Organizations, the laws of the Republic of Austria shall apply within the seat.

(3) Legal instruments issued by Austrian authorities may be served upon each of the Organizations through their respective representatives at the seat premises.

Article 5. Immunity from Jurisdiction and Other Actions

(1) The Organizations shall have immunity from jurisdiction and enforcement, except:

- (a) to the extent that the Organizations shall have expressly waived such immunity in a particular case; and

(b) in cases arising out of or in connection with the exercise of their powers to issue or guarantee securities on the territory of the Republic of Austria.

(2) Without prejudice to paragraphs (1) and (3), the property and assets of the Organizations, wherever situated, shall be immune from any form of seizure, confiscation, expropriation and sequestration.

(3) The property and assets of the Organizations shall also be immune from any form of administrative or provisional judicial restraint.

Article 6. Inviolability of Archives

The archives of the Organizations shall be inviolable.

Article 7. Protection of the Seat Premises

The Austrian authorities shall exercise due diligence to ensure that the tranquillity of the seat is not disturbed by any person or group of persons attempting unauthorized entry into the seat.

Article 8. Public Services in the Seat Premises

The Republic of Austria shall take all appropriate measures to ensure that the seat is supplied with the necessary public services on equitable terms.

Article 9. Communications

(1) The Republic of Austria shall ensure that the Organizations are able to send and receive communications in connection with their official activities without censorship or other interference.

(2) The Organizations shall enjoy in the Republic of Austria, for their official communications and the transfer of all their documents, treatment not less advantageous to the Organizations than the most favourable treatment accorded by the Republic of Austria to any international organization, in the matter of priorities, rates and surcharges on mail, cables, radiogrammes, telefax, telephone and other forms of communication.

(3) The Organizations shall have the right to use codes and to dispatch and receive correspondence by courier or in sealed bags, which shall have the same immunities and privileges as diplomatic couriers and bags. If the Organizations so request, the Republic of Austria will, at no cost to the Organizations, provide the necessary permits, licenses or other authorizations to enable the Office to connect to, and to utilize fully, the World Bank Group's private telecommunications network.

Article 10. Freedom from Taxation and Customs Duties

(1) The Organizations and their property shall be exempt from all forms of taxation.

(2) Indirect taxes included in the price of goods or services supplied to the Organizations since 1 August 2007, including leasing and rental charges, shall be refunded to the Organizations insofar as Austrian law makes provision to that effect for foreign diplomatic missions.

(3) All transactions to which one of the Organizations is a party and all documents recording such transactions shall be exempt from all taxes, recording charges and court fees.

(4) Goods, including motor vehicles and spare parts thereof, imported or exported by the Organizations, required for their official activities, shall be exempt from customs duties and other charges provided these are not simply charges for public utility services, and from economic prohibitions and restrictions on imports and exports. The Republic of Austria shall issue for each vehicle of the Office a diplomatic license plate by which it can be identified as an official vehicle of an international organization.

(5) Goods imported in accordance with paragraph (4) shall not be ceded or transferred by the Organizations to third parties in the Republic of Austria within two years of their importation or acquisition.

(6) The Organizations shall be exempt from the obligation to pay employer's contributions to the Family Burden Equalization Fund or an instrument with equivalent objectives.

Article 11. Financial Facilities

(1) The Republic of Austria shall take all measures to ensure that the Organizations may:

(a) purchase and receive through authorized channels, hold and dispose of any currencies or securities;

(b) open and operate bank accounts in any currency; and

(c) transfer their funds, securities and currencies to, from or within the Republic of Austria.

(2) The Organizations may purchase, in exchange for any convertible currency, the national currency of the Republic of Austria in such amounts as the Organizations may from time to time require for meeting their expenditures in the Republic of Austria, at the official exchange rate no less favourable than that accorded to other international organizations or diplomatic missions in the Republic of Austria. The Organizations may use the local currency portion, if any, of the Republic of Austria's paid-in capital subscriptions to assist them in defraying the local expenses of the Office.

(3) In the application of the provisions of paragraph (1) and (2), the Organizations take note of Austria's obligations under the Charter of the United Nations to carry out Security Council decisions and shall, in the conduct of their activities, have due regard for Security Council decisions under Articles 41 and 42 of the Charter of the United Nations.

Article 12. Social Security

(1) The Organizations and the officials of the Office shall be exempt from all compulsory contributions to any social security scheme of the Republic of Austria.

(2) The staff members of the Office shall have the right to participate in any branch of the social insurance of the Republic of Austria (health, accident and pension insurance) as well as in the unemployment insurance. This insurance shall have the same legal effect as a compulsory insurance.

(3) The staff members of the Office may avail themselves of the right under paragraph (2) by submitting a written declaration within three months after entry into force of this Agreement or within three months after taking up their appointment with the Office.

(4) The declarations required to be made by the staff member of the Office under paragraph (3) shall be transmitted by the Office on behalf of the staff member of the Organizations to the Wiener Gebietskrankenkasse. The Office shall upon request provide the Wiener Gebietskrankenkasse with the information necessary for the implementation of the insurance.

(5) Insurance under paragraph (2) in the selected branch shall take effect with the date of taking up the appointment with the Office, provided the declaration is submitted within seven days after entry into force of this provision in accordance with Article 23 paragraph (2) or after the date of taking up the appointment, otherwise on the day following the day of submission of the declaration.

(6) Insurance under paragraph (2) shall cease on the date on which the appointment with the Office terminates.

(7) Throughout the duration of the insurance under paragraph 2, staff members of the Office shall be responsible for the payment of the entire contributions to the Wiener Gebietskrankenkasse.

Article 13. Transit and Residence

(1) The Republic of Austria shall take all necessary measures to facilitate the entry into, and sojourn in, the Republic of Austria of the persons listed below, shall allow them to leave the Republic of Austria without interference and shall ensure that they can travel unimpeded to or from the seat, affording them any necessary protection when so traveling:

(a) the Resident Representative and members of their family forming part of their household;

(b) officials of the Office and members of their families forming part of their household; and

(c) official visitors.

(2) Visas which may be required by persons referred to in paragraph (1) shall be granted free of charge and as promptly as possible.

(3) No activity performed by any person referred to in paragraph (1) in their official capacity with respect to the Organizations shall constitute a reason for preventing or restricting their entry into, or their departure from, the Republic of Austria.

(4) The Republic of Austria shall be entitled to require reasonable evidence to establish that persons claiming the rights granted by this Article fall within the categories described in paragraph (1), and to require compliance in a reasonable manner with quarantine and health regulations.

Article 14. Officials of the Office

(1) Officials of the Office shall enjoy, within and with respect to the Republic of Austria, the following privileges and immunities:

(a) immunity from jurisdiction in respect of words spoken or written and all acts performed by them in their official capacity; this immunity shall continue to apply even after the persons concerned have ceased to be officials of the Office;

(b) immunity from the seizure of their personal and official baggage and immunity from inspection of official baggage, and, if the persons come within the scope of Article 15 and are neither Austrian citizens nor have their permanent residence in the Republic of Austria, immunity from inspection of personal baggage;

(c) inviolability of all official documents, data and other material;

(d) exemption from taxation in respect of the salaries, emoluments including allowances, remunerations, indemnities and pensions paid to them by the Organizations in connection with their service with it. This exemption shall extend also to assistance given to the families of officials of the Organizations;

(e) exemption from any form of taxation on income derived by them and by members of their families forming part of their household from sources outside the Republic of Austria;

(f) exemption from inheritance and gift taxes, except with respect to immovable property located in the Republic of Austria, insofar as the obligation to pay such taxes arise solely from the fact that officials of the Organizations or members of their families forming part of their household reside or maintain their usual domicile in the Republic of Austria;

(g) exemption from immigration restrictions and from registration formalities for themselves and members of their families forming part of their household;

(h) freedom to acquire or maintain within the Republic of Austria foreign securities, deposit and payment accounts in any currency, other movable property and, under the same conditions as Austrian nationals, immovable property, and upon termination of their employment with the Organizations, the right to transfer out of the Republic of Austria, without interference, their funds; these provisions shall not apply to amounts which are subject to the Austrian regulations concerning blocked accounts;

(i) the right to import for personal use, free of duty and other charges, provided these are not simply charges for public utility services, and exempt from economic import prohibitions and restrictions on imports and exports:

(i) their furniture and effects in one or more separate consignments; and

(ii) one motor vehicle every four years;

(j) the same protection and repatriation facilities with respect to themselves and members of their families forming part of their household as are accorded in time of international crises to members, having comparable rank, of the staffs of diplomatic missions accredited to the Republic of Austria;

(k) the opportunity for their spouses and dependent relatives living in the same household to have access to the labour market in accordance with the Austrian law on a preferential basis, provided that, insofar as they engage in gainful occupation, privileges and immunities under this Agreement shall not apply with regard to such occupation. This privilege shall be granted according to the Annex.

(2) Officials of the Office, and the members of their families living in the same household, to whom this agreement applies, shall not be entitled to payments out of the

Family Burden Equalization Fund or an instrument with equivalent objectives. This exclusion from coverage shall not apply if these persons are Austrian nationals, persons of other nationality granted equivalent status by European Union legislation, or stateless persons with permanent residence in Austria.

Article 15. The Resident Representative

In addition to the privileges and immunities specified in Article 14, the Resident Representative as well as any senior member of the Officials of the Office acting on behalf of the Resident Representative during their absence from duty shall be accorded the privileges and immunities, exemptions and facilities accorded to heads of diplomatic missions or members of such missions having comparable rank, provided they are not Austrian nationals or are not permanent residents of the Republic of Austria.

Article 16. Official Visitors

(1) Official visitors shall enjoy the following privileges and immunities:

(a) immunity from jurisdiction in respect of all words spoken or written, and all acts performed by them in the exercise of their duties. Official visitors shall continue to enjoy this immunity even after they have ceased to be official visitors of the Office;

(b) inviolability of all their official documents, data and other material;

(c) immunity from seizure of their personal and official baggage;

(d) the exchange facilities necessary for the transfer of their emoluments and expenses.

(2) Where the incidence of any form of taxation depends upon residence, periods during which the persons referred to in paragraph 1 may be present in the Republic of Austria for the discharge of their duties shall not be considered as periods of residence. In particular, such persons shall be exempt from taxation on their emoluments and expenses paid by the Organizations during such periods of duty.

Article 17. Notification of appointments, Identity Cards

(1) The Office shall communicate to the Austrian authorities a list of the officials of the Office and shall revise such list from time to time as may be necessary.

(2) The Republic of Austria shall in accordance with Austrian law issue to officials of the Office and members of their families forming part of their household an identity card bearing the photograph of the holder. This card shall serve to identify the holder vis-à-vis the Austrian authorities.

Article 18. Austrian Nationals and Permanent Residents of the Republic of Austria

Austrian nationals and persons who are permanent residents of the Republic of Austria, shall enjoy only the privileges and immunities specified in Article 12, Article 14 (1) (a), (b) with the reservations provided for therein, (c), and (d), and Article 16(1) (a), (b), and (c).

Article 19. Purpose of Privileges and Immunities

(1) The privileges and immunities provided for in this Agreement are not designed to give to officials or official visitors of the Office personal advantage. They are granted solely to ensure that the Organizations are able to perform their official activities unimpeded at all times and that the persons to whom they are accorded have complete independence.

(2) The Organizations shall waive immunity where they consider that such immunity would impede the normal course of justice and that it can be waived without prejudicing the interests of the Organizations.

(3) In all cases, the Organizations engage to encourage their staff members to comply with their legal obligations.

Article 20. Settlement of Disputes

(1) Any dispute, controversy or claim between the Republic of Austria and the Organizations arising out of or relating to the interpretation, application or performance of this Agreement, including its existence, validity or termination, which is not settled by negotiation or other agreed mode of settlement, shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of this Agreement, and the additional provisions of this Article 20.

(2) The number of arbitrators shall be three: one to be chosen by the Organizations, one to be chosen by the Federal Minister for European and International Affairs of the Republic of Austria, and the third, who shall be chairman of the tribunal, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six months of their appointment, they shall be chosen by the President of the International Court of Justice at the request of the Republic of Austria or the Organizations.

(3) The language to be used in the arbitral proceedings shall be English.

Article 21. Most-Favoured Organization

If and to the extent that the Government of the Republic of Austria shall enter into any agreement with a comparable intergovernmental organization having a seat in Austria containing terms or conditions more favourable to that organization than similar terms or conditions of this Agreement, the Government shall extend such more favourable terms or conditions to the Organizations, by means of a supplemental agreement.

Article 22. Entry into Force and Duration of the Agreement

(1) This Agreement shall enter into force between the Republic of Austria and each of the Organizations on the first day of the second month after the Republic of Austria and the respective Organization have informed each other of the completion of the procedures required, for each of them, to be bound by it.

(2) This Agreement shall cease to be in force:

(a) by mutual agreement of the Republic of Austria and the Organizations;

(b) between the Republic of Austria and one of the Organizations upon the expiration of six months following written notice of termination from either party to the other;

this does not affect the remaining in force of the agreement between the Republic of Austria and the other Organizations; or

(c) upon the termination of the activities of the Office in Austria for any one of the Organizations; this does not affect the remaining in force of the agreement between the Republic of Austria and the other Organizations.

Article 23. Construction

This Agreement is entered into in furtherance of the instruments establishing the Organizations, and the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947, to which the Republic of Austria became a party as of 21 July 1950 with respect to Annex VI concerning the IBRD, and as of 10 November 1959, with respect to Annex XIII concerning the IFC; and also to the MIGA Convention which was ratified by the Republic of Austria on September 17, 1997. Accordingly, this Agreement shall not be construed to revoke or restrict the terms of such instruments or Conventions in any way, including with respect to the status of the Organizations established by thereby, or the privileges and immunities provided thereby.

Done in Washington, on 21st July 2010 in the German and English languages, each text being equally authentic.

For the Republic of Austria:

CHRISTIAN PROSL

For the International Bank for Reconstruction and Development:

PHILIPPE LE HOUEROU

For the International Finance Corporation:

IMONI AKPOFURE

For the Multilateral Investment Guarantee Agency:

IZUMI KOBAYASHI

ANNEX

ACCESS TO THE LABOUR MARKET

1. Spouses of officials of the Office and their children under age of 21, provided they came to Austria for the purpose of family reunion and forming part of the same household with the principal holder of the identity card issued according to Article 17, shall have preferential access to the labour market. For the purpose of access to the labour market, the definition "Official of the Office" contained in Article 1 (f) takes account of the specific structure of the Office. The above mentioned family members are hereinafter called beneficiaries.

2. Upon application, the above mentioned beneficiaries will be issued, by the Federal Ministry for European and International Affairs, a certificate confirming their preferential status under this Agreement. The issuing of such certificate shall not be conditional on a specific offer of employment. It shall be valid for the entire Austrian territory and its validity shall expire upon expiration of the identity card.

3. The prospective employer of the beneficiary will be granted an employment permit (“Beschäftigungsbewilligung”) upon application, provided that the employment is not sought in a sector of the labour market or a region with grave employment problems, as determined by the Austrian Public Employment Service (“Arbeitsmarktservice”). The employment permit may be granted even if the legally fixed maximum number for employment of foreign labour (“Bundeshöchstzahl”) has been exceeded.

4. The employment permit shall be issued by the regional office of the Austrian Public Employment Service (“Arbeitsmarktservice”) competent for the area in which employment is taken up; in the case of employment which is not confined to a specific location, the competence of the regional office shall be determined by the business seat of the employer.

5. Children who came to Austria before the age of 21 for the purpose of family reunion and who wish to take up employment after the completion of their 21st year of age shall be considered as beneficiaries if the principal holder of the identity card provided for their livelihood before they reached the age of 21 up to the moment in which they took up employment. For all other dependent relatives the normal regulations for access of foreigners to employment in Austria shall apply.

6. The above rules concerning employment shall not apply to self-employed activities. In such cases, the beneficiaries shall comply with the necessary legal requirements for the exercise of such business activities.

(b) Agreement between the Government of the Republic of Korea and the United Nations regarding the establishment of the United Nations Office for Sustainable Development. Cancún, 8 August 2010*

Whereas the Government of the Republic of Korea (hereinafter referred to as the “Government”) and the United Nations (hereinafter jointly referred to as the “Parties”) have agreed to cooperate in the implementation of a program of activities in support of sustainable development;

Whereas Agenda 21, the Programme for the Further Implementation of Agenda 21, the Johannesburg Plan of Implementation adopted at the World Summit on Sustainable Development in 2002, and the Mauritius Strategy for the Further Implementation of the Programme of Action for the Sustainable Development of Small Island Developing States call upon countries to implement sustainable development, including through national sustainable development strategies;

Whereas the Parties have agreed to cooperate in the implementation of a programme of activities entitled United Nations Office for Sustainable Development (hereinafter referred to as the “Office”) and to establish the Office in the Republic of Korea;

Whereas it has been agreed between the Parties that the United Nations shall be responsible for the management of the funds provided to the United Nations by the Government to meet the costs of the Office and the Government shall grant the United Nations the necessary privileges, immunities and facilities to enable the Office to perform its functions;

* Entered into force on 22 February 2011 by notification, in accordance with article 20.

Have agreed as follows:

Article 1. Establishment and Location

The United Nations Office for Sustainable Development shall be established as part of the United Nations in the Republic of Korea.

Article 2. Objective and Functions

1. The objective of the Office is to contribute to the efforts of the United Nations in the coordination and implementation of internationally agreed sustainable development goals by carrying out the programme of activities described in this Agreement.

2. The Office shall carry out the following functions:

- (a) serve as a resource centre and knowledge portal on sustainable development;
- (b) review and assess the progress and gaps in the implementation of internationally agreed sustainable development goals;
- (c) provide training programmes;
- (d) disseminate information, build and participate in professional networks, and undertake outreach activities; and
- (e) undertake other mutually agreed activities in support of sustainable development.

Article 3. Legal Capacity

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

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

Article 4. Personnel

1. The Office shall be headed by an internationally-recruited official (hereinafter referred to as the “Head of Office”) and shall be comprised of other United Nations staff. Both the Head of Office and all other United Nations staff are United Nations officials, irrespective of nationality. All United Nations officials shall be recruited and appointed under the Staff Rules and Regulations of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided for in General Assembly Resolution 76(1) of 7 December 1946.

2. The United Nations shall notify the Government, from time to time, in writing, of the list of the officials and their families and any changes thereto.

3. As appropriate, the United Nations may engage the services of non-staff personnel in accordance with United Nations regulations, rules, policies and procedures.

4. The Head of Office shall be responsible to the United Nations for the coordination and implementation of the programme of activities of the Office.

Article 5. Financing

The Government shall, subject to its relevant and appropriate laws and regulations and following the annual budget appropriation in the Republic of Korea, contribute substantially to financing the United Nations' activities conducted through the Office. The appropriate authorities of the Government and the United Nations will specify the procedures for the provision, receipt and administration of the aforementioned contribution in supplementary arrangements.

Article 6. Applicability of the Convention to the Office

The Convention on the Privileges and Immunities of the United Nations of 1946 (hereinafter referred to as the "Convention"), to which the Government has been party since 9 April 1992, without prejudice to the reservation made by the Government upon its accession thereto, shall be applicable to the United Nations, including the Office, its property and assets and its officials and experts on mission in the Republic of Korea.

Article 7. Premises and Security

1. For the purposes of this Agreement, the premises offered by the Government for the Office shall be deemed to constitute premises of the United Nations in the sense of section 3 of the Convention.

2. The premises of the Office shall be used solely to further its functions. The Head of Office may also permit, in a manner compatible with the functions of the Office, the use of the premises and facilities for meetings, seminars, exhibitions and related purposes which are organized by the United Nations, including the Office, and other related organizations.

3. In case of fire or other emergency requiring prompt protective action, the consent of the Head of Office or his/her representative to any necessary entry into the premises shall be presumed if neither of them can be reached in time.

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

(b) Without prejudice to and notwithstanding the foregoing, the United Nations may make any provisions relating to its security and the security of its personnel as it deems relevant and necessary in accordance with the relevant decisions and resolutions of the United Nations.

5. Except as otherwise provided in this Agreement or in the Convention, the laws applicable in the Republic of Korea shall apply within the premises of the Office.

6. The premises of the Office shall be under the control and authority of the United Nations, which may establish regulations for the execution of its functions therein.

Article 8. Public Services

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

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

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

Article 9. Communications and Publications

1. The Office shall enjoy, in respect of its official communications, treatment no less favourable than that accorded by the Government to any diplomatic mission or other intergovernmental organization in matters of priorities, rates and taxes on mail, cables, telegrams, telephone and other communications, including wireless transmitters, as well as rates for information to the press and radio.

2. All official communications directed to the Office, or to any of its officials, and outward official communications of the Office, by whatever form transmitted, shall be immune from censorship and from any other form of interference.

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

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

Article 10. Archives

The archives of the Office shall be inviolable.

Article 11. Funds, Assets and Other Property

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

case the United Nations has expressly waived the immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution. It is understood that no service or execution of any legal process, including the seizure of private property, shall take place within the premises of the Office except with the express consent of and under conditions approved by the Head of Office. Without prejudice to the preceding sentence, it is understood that, as a practical matter, the Government cannot prevent all attempts at service of process in the premises.

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

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

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

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

Article 12. Exemption from Taxation

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

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

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

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

2. While the Office shall not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property that form part of the price to be paid, nevertheless, when the Office is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the appropriate authorities shall, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of the duty or tax.

Article 13. Participants in the Office's Meetings

1. Representatives of Members of the United Nations invited to meetings, seminars, training courses, symposiums and workshops organized by the Office shall, while exercising their functions, enjoy the privileges and immunities as set out in Article IV of the Convention.

2. The Government, in accordance with relevant United Nations principles and practices and this Agreement, shall respect the complete freedom of expression of all participants in meetings, seminars, training courses, symposiums and workshops organized by the Office, to which the Convention shall be applicable.

Article 14. Flag and Emblem

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

Article 15. Access, Transit and Residence

The Government shall take the necessary measures to facilitate the entry into and exit from, and movement and sojourn within, the Republic of Korea for all persons referred to herein, travelling for the purpose of official business of the Office, without undue delay. The appropriate authorities of the Government shall grant facilities for speedy travel. Visas and entry permits, where required, shall be issued as promptly as possible to all persons referred to hereunder:

- (a) the Head of Office and other officials of the Office, as well as their spouses and relatives dependent on them;
- (b) experts on mission for the Office;
- (c) officials of the United Nations or specialized agencies, having official business with the Office;
- (d) personnel of associated Offices and Programmes of the United Nations and persons participating in the programmes of the United Nations; and
- (e) other persons invited by the Office on official business.

Article 16. Identification

1. Persons referred to in Article 15 shall hold personal identity cards (hereinafter referred to as "IDs") issued by the Office which are equivalent to standard United Nations identity cards.

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

Article 17. Privileges and Immunities

1. The Head of Office and all other staff of the Office shall be accorded the privileges and immunities provided for in Articles V and VII of the Convention, without prejudice to the reservation made by the Government upon accession thereto. They shall, *inter alia*, enjoy:

- (a) immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity; such immunity shall continue to be accorded after termination of employment with the Office;
- (b) exemption from taxation on the salaries and emoluments paid to them by the Office; and

(c) immunity from seizure of their official baggage, except in doubtful cases, granted only to representatives of States and experts on mission.

2. In addition, the Head of Office and all other staff of the Office shall:

(a) be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;

(b) be accorded the same privileges in respect of exchange facilities as those enjoyed by members of comparable rank of the diplomatic staff of missions accredited to the Government;

(c) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in times of international crisis as diplomatic envoys; and

(d) have the right to import free of duty their personal effects at the time of first taking up their posts in the Republic of Korea and to enjoy, thereafter, the same privileges as other United Nations offices in the Republic of Korea.

3. Experts on mission for the Office shall be granted the privileges, immunities and facilities provided for in Articles VI and VII of the Convention.

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

Article 18. Dispute Settlement

Any dispute between the Parties arising out of or relating to this Agreement, which is not settled amicably through negotiations or another agreed mode of settlement, shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third, who shall be the Chairperson. If within two months of the request for arbitration either Party has not appointed an arbitrator, or if within two months of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses for the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article 19. Respect for Local Laws and Regulations

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

2. The Office shall cooperate at all times with the appropriate authorities of the Government to facilitate the proper administration of justice, secure the observance of police

regulations and prevent the occurrence of any abuse in connection with the privileges and immunities and facilities under this Agreement.

3. Should the Government consider that an abuse of a privilege or immunity conferred by this Agreement has occurred, the Head of Office shall, upon request, consult with the appropriate authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Government and to the Head of Office, the matter shall be determined in accordance with the procedures set out in Article 18.

Article 20. General Provisions

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

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

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

4. The Parties may enter into such supplementary arrangements as may be necessary. Any relevant matter for which no provision is made in this Agreement shall be settled through consultations between the Parties.

5. This Agreement may be terminated by either Party by giving written notice to the other Party of its decision to terminate this Agreement. This Agreement shall cease to be in force six (6) months after receipt of such notice by the other Party, except as regards the normal cessation of the activities of the Office and disposal of its property in the Republic of Korea, as well as the resolution of any disputes between the Parties.

In witness whereof, the undersigned, duly authorized respectively by the Government and the United Nations, have signed this Agreement.

Done in duplicate at Cancun, this 8th day of December, 2010, in the English language.

For the Government of the Republic of
Korea

[Signed]

For the United Nations

[Signed]

(c) Framework Agreement between the United Nations and the Republic of Turkey on arrangements regarding privileges and immunities and certain other matters concerning United Nations conferences and meetings held in Turkey. New York, 23 February 2011*

Whereas the holding of United Nations conferences and meetings in Turkey throughout the years has been rewarding for both Parties and continues to generate opportunities for successful exchanges;

Considering that a standing framework agreement concerning key legal and operational matters, including privileges and immunities, liability, settlement of disputes and security, that would be applicable to all future United Nations meetings in Turkey, would greatly simplify the hosting of such meetings in Turkey;

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

Article I. Definitions

For the purpose of the present Agreement:

- a) “parties” to the Agreement are the Republic of Turkey and the United Nations;
- b) “meeting” or “Meetings” means any conferences, seminars, symposia, courses, workshops, etc. held in Turkey under the auspices of the United Nations; and
- c) “meeting premises” shall include all premises, including conference rooms, office space, working areas and other related facilities as agreed with the United Nations for each particular Meeting, as appropriate.

Article II. Object and purpose

This Agreement applies to all Meetings held in Turkey under the auspices of the United Nations, including the funds and programmes of the United Nations. It lays down the fundamental legal and operational arrangements applicable to such Meetings within the territory of Turkey, if not otherwise agreed in writing.

Article III. Privileges and immunities

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946 (hereinafter referred to as “the Convention”) shall be applicable in respect of Meetings. In particular,

- a) representatives of states shall enjoy the privileges and immunities provided under article IV of the Convention;
- b) officials of the United Nations participating in or performing functions in connection with a Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention;
- c) experts on mission for the United Nations shall be accorded the privileges and immunities as set out in articles VI and VII of the Convention; and
- d) participants invited to a Meeting by the United Nations shall, for the limited purpose of the Meeting, enjoy immunity from legal process in respect of words spoken or written and acts performed by them for that Meeting.

* Entered into force on 26 April 2011 by notification, in accordance with article XI.

2. The officials of the specialized and related agencies of the United Nations shall, as appropriate, enjoy the privileges and immunities provided under articles V and VII of the Convention or the Agreement on the Privileges and Immunities of the International Atomic Energy Agency of 1 July 1959.*

3. Without prejudice to the preceding paragraphs, all participants and persons performing functions in connection with a 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 in accordance with article 105 of the Charter of the United Nations, the Convention and the present Agreement.

4. Personnel provided for a Meeting by Turkey 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.

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

Article IV. Right of entry and exit

1. All participants and persons performing functions in connection with a Meeting held in Turkey shall have the right of unimpeded entry into and exit from Turkey and no impediment shall be imposed on their transit to and from the Meeting premises.

2. Visas and entry permits, where required, shall be granted free of charge and as speedily as possible. When applications are made three weeks before the opening of a Meeting, visas shall be granted not later than two weeks before the date of the opening of the Meeting. If the application is made less than four weeks before the opening, the visa 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 participants who were unable to obtain them prior to their arrival.

3. 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.

Article V. Import and export

1. Turkey shall allow the temporary importation, tax-free and duty-free, of all equipment, including technical equipment, and shall waive import duties and taxes on supplies necessary for a particular Meeting. It shall issue without delay any necessary import and export permits for this purpose.

2. Turkey shall permit the temporary import and export of firearms to be used by United Nations security officers assigned to a Meeting.

3. All participants and persons performing functions in connection with a Meeting held in Turkey shall have the right to take out of Turkey at the time of their departure, without any restriction, any unexpended portions of the funds they brought into Turkey

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

in connection with a Meeting and to reconvert any such funds at the rate at which they had been converted.

Article VI. Security

1. Turkey shall furnish such security protection as may be required to ensure the effective functioning of a Meeting in an atmosphere of security and tranquillity free from interference of any kind. Turkey may also employ private security protection to supplement such protection. Such security protection shall be under the direct supervision and control of a senior security official provided by Turkey and will assume responsibility for the security of the areas adjacent to the Meeting premises.

2. The senior United Nations security official and such other United Nations security officers under his command shall have direct responsibility for access to and security within the Meeting premises.

3. The senior security official provided by Turkey shall work in close cooperation with the senior United Nations security official designated by the United Nations Department of Safety and Security.

4. The modalities for cooperation between Turkey and the United Nations on security for each Meeting may be further detailed separately between the Parties.

Article VII. Meeting premises

For the purposes of the Convention, Meeting premises shall be deemed to constitute premises of the United Nations in the sense of Section 3 of the Convention and access thereto shall be subject to the control and authority of the United Nations. Meeting premises shall be inviolable for the duration of a Meeting, including the preparatory stage and the winding-up.

Article VIII. Liability

1. Turkey 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 or loss of property in Meeting premises provided by or under the control of Turkey;
- b) injury to persons or damage to or loss of property caused by or incurred in using any transport services that are provided for a Meeting by or under the control of Turkey;
- c) the employment for the Meeting of personnel provided or arranged for by Turkey.

2. Turkey shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand, except where it is agreed by Turkey and the Secretary-General of the United Nations that such actions or claims arise from gross negligence or wilful misconduct of such persons.

Article IX. Procurement

In order for Turkey to undertake the acquisition of the goods and services identified in the relevant ad hoc arrangement for a Meeting in a timely manner, such acquisition shall not be subjected to the domestic legislation of Turkey concerning procedures for public procurement.

Article X. Settlement of disputes

Any dispute concerning the interpretation or the application of this Agreement, except for a dispute subject to Section 30 of the Convention or of any other applicable agreement, shall, unless the Parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by negotiations or any other agreed mode of settlement shall be submitted at the request of either Party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by Turkey 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 a 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 decision on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

Article XI. Final provisions

1. The Parties shall enter into ad hoc arrangements in accordance with this Agreement regarding organizational, financial and other matters in relation to each Meeting held in Turkey.

2. This Agreement shall be signed by both Parties. It shall enter into force upon the receipt by the United Nations of written notification from Turkey that all internal procedures for its entry into force have been completed.

3. This Agreement may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph. 4. This Agreement may be terminated by either Party by written notice to the other and shall terminate six months after receipt of such notice. Notwithstanding any such notice of termination, this Agreement shall remain in force until complete fulfilment or termination of all obligations entered into by virtue of this Agreement.

Done in New York on 23 February 2011 in duplicate in the English language. Turkey shall arrange for an official translation of this Agreement into the Turkish language.

For the United Nations:

[Signed] STEPHEN MATHIAS

Assistant Secretary-General in charge of
the Office of Legal Affairs

For the Republic of Turkey:

[Signed] H.E. MR. ERTUĞRUL APAKAN

Permanent Representative of the Republic
of Turkey to the United Nations

**(d) The Memorandum of Understanding between the African Union and the United Nations and the Government of the State of Qatar regarding arrangements in connection with the peace talks in Doha (Qatar).
Doha, 3 March 2011***

Whereas the Joint African Union-United Nations Road-Map for the Darfur Political Process of 8 June 2007, as endorsed by the Peace and Security Council of the African Union and the Security Council of the United Nations, foresees conduct of direct negotiations with the parties to the conflict in Darfur, Sudan, for the purpose of ending the conflict in Darfur;

Whereas the Government of the State of Qatar hosts a series of negotiations for this purpose in Doha (Qatar) and also provides necessary assistance to the AU-UN Joint Chief Mediator for Darfur for facilitating renting of needed meeting space for simultaneous consultations with the participants in the rounds of negotiations, workshops, conferences and seminars;

Whereas the parties desire to conclude a Memorandum of Understanding (MOU) with a view to sharing of expenditure and making appropriate arrangements in order to facilitate and support the successful conduct of the negotiations;

Whereas the State of Qatar is a party since 26 September 2007 to the Convention on the Privileges and Immunities of the United Nations;

Now therefore the African Union and the United Nations, on the one part, and the Government of the State of Qatar, on the other, have hereby agreed as follows:

I. ARRANGEMENTS FOR SHARING OF EXPENSES

The following arrangements have been agreed between the Government of the State of Qatar, the African Union and the United Nations for the sharing of expenditure relating to the future conduct of rounds of negotiations, workshops, conferences and seminars in Doha:

A. *By the Government of the State of Qatar:*

The Government of the State of Qatar shall, at its expense, make necessary arrangements and meet expenses for the provision of:

- (a) appropriate premises for the negotiations;
- (b) interpreters for ensuring reciprocal simultaneous interpretation between three languages (Arabic, English and French);
- (c) facilities for photocopying, printing, telephones, telefax, computing, electronic mail and internet, including payment of the charges for use of these facilities;
- (d) appropriate accommodation, including laundry services, and food for the participants in the negotiations and the AU-UN Joint Mediator for Darfur (but not officials and consultants of, and experts on mission for, the United Nations);

* Entered into force on 3 March 2011 by signature, in accordance with article IV

(e) medical facilities for first aid or in the event of emergencies affecting those attending the negotiations;

(f) transport between airport and the premises upon arrival and departure of participants and during the negotiations, including a car with a driver for the AU-UN Joint Chief Mediator for Darfur;

(g) police protection as may be required to ensure the safety and security of all those attending the negotiations and the effective conduct of the negotiations in an atmosphere of security and tranquility, including, if and as requested, close protection services for the AU-UN Joint Mediator for Darfur;

(h) the use of Qatari airspace and Doha airport by special UN flights as provided for in Part B, paragraph (c) below. UN aircraft on such special flights may accordingly use Qatari airspace and Doha airport without the payment of dues, user fees, airport taxes, parking fees, over flight fees, landing charges or any other form of monetary contribution;

(i) dealing with any action, claim or other demand against the United Nations or the African Union or against officials of or experts on mission for the United Nations, including the AU-UN Joint Mediator for Darfur, arising out

(i) injury to persons or damage to or loss of property in or on the conference/workshop/seminar premises

(ii) injury to persons or damage to or loss of property caused by, or incurred in using, the transport services that are provided by or under the control of the Government of the State of Qatar;

(j) indemnifying and holding harmless the African Union and the United Nations and officials of and experts on mission for the United Nations, including the AU-UN Joint Mediator for Darfur, in respect of any such action, claim or demand except where it is agreed by the United Nations and the Government of the State of Qatar that the damage, loss or injury concerned was caused by the gross negligence or willful misconduct of officials or experts on mission for the United Nations.

B. By the African Union and the United Nations:

The African Union and the United Nations shall fund the cost of the following out of the Trust Fund for the AU-UN Joint Mediation Support Team for Darfur (the "JMST") up to the limit of available resources in that Trust Fund:

(a) travel of movement leaders and or their representatives by air in economy class from their respective locations to Doha and back. The Government of the State of Qatar hereby agrees to make necessary travel arrangements, on receipt of travel request from the JMST, and subsequently request reimbursement from the African Union and the United Nations on the basis of original bills/receipts of airlines;

(b) payment of appropriate daily allowance (per diem) to the movement leaders and their representatives attending the negotiations, workshops, conferences and seminars in Doha as applicable under the UN Financial Regulations and Rules. The Government of the State of Qatar hereby agrees to make necessary payments to the movement leaders and their representatives, upon receipt of a written request from the JMST. That written request shall contain a list of the movement leaders and their representatives who are to receive such payments and shall indicate the ceiling for such payments. The Government of the

State of Qatar will subsequently request reimbursement from the African Union and the United Nations on the basis of original receipts signed by the recipients of the daily allowance and a photocopy of their IDs;

(c) operation of special UN flights, if required, for the purpose of transporting movement leaders and or their representatives to and from Doha;

(d) renting of additional meeting spaces/rooms for the JMST for the purpose of having separate and exclusive mediation talks with smaller groups of movement leaders and/or their representatives, with facilities for photocopying, printing, telephones, telefax, computing, electronic mail and internet, in or near the venue of the negotiations, workshops, conferences and seminars.

(e) settlement of charges for the facilities mentioned at (d) above, including those relating to actual use of stationary/supplies on the basis of itemized original bills.

II. PRIVILEGES AND IMMUNITIES

1. Officials of the United Nations performing functions relating to the negotiations, including the African Union-United Nations Joint Mediator for Darfur, shall enjoy the privileges and immunities provided for in Articles V and VII of the Convention and any experts performing missions for the United Nations in connection with the negotiations shall enjoy the privileges and immunities provided for in Articles VI and VII of that Convention. Consistently with Article II, Section 4, of the Convention on the Privileges and Immunities of the United Nations, the State of Qatar shall ensure the inviolability of all documents belonging to or held by the United Nations, its officials or experts on mission, wherever located.

2. Privileges and immunities are granted to officials of and experts on mission for the United Nations in the interests of the United Nations and not for the personal benefit of the individuals themselves. The United Nations shall take such steps as may be necessary to ensure that those privileges and immunities are not abused. In the event of such abuse, the United Nations and the Government of the State of Qatar shall consult with each other with a view to resolving the problem. In accordance with Sections 20 and 23 of the Convention on the Privileges and Immunities of the United Nations, the Secretary-General of the United Nations shall have the right and duty to waive the immunity of any official of or expert on mission for the United Nations performing functions in relation to the negotiations 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.

3. All persons attending or performing functions in connection with the negotiations shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions, including immunity from legal process in respect of words spoken or written and all acts performed by them in connection with their attendance at the negotiations.

4. Without prejudices to the privileges and immunities accorded to them, every person enjoying such privileges and immunities shall comply with the laws of the State of Qatar and shall not interfere in its internal affairs.

III. FACILITIES FOR ENTRY AND EXIT

1. All participants in the conference/workshops/seminars, including officials of and experts on mission for the United Nations, shall:

(a) have the right of entry into and exit from the State of Qatar for the purposes of attending or servicing, supporting and facilitating the negotiations;

(b) be granted multiple entry visas and entry permits, where required, free of charge and as speedily as possible. Arrangements shall also be made to ensure that visas or permits for the duration of the negotiations are delivered at Doha airport to persons attending the negotiations who were unable to obtain them prior to their arrival;

(c) be granted exit permits, where required, free of charge and as speedily as possible;

(d) be granted facilities for speedy travel, including assistance in completing immigration and emigration formalities on their entry into, and their departure from, the State of Qatar;

2. The State of Qatar shall put in place special arrangements to ensure the speedy entry into and exit from the State of Qatar of participants who do not hold valid national passports or travel documents.

IV. FINAL PROVISIONS

1. The present MOU shall enter into force immediately upon signature by the Parties.

2. This MOU shall remain in force for the duration of the negotiations and for such period afterwards as is necessary for all matters relating to any of its provisions to be settled.

3. This MOU may be amended in writing by mutual agreement between the Parties. Such Amendment shall become an integral part of the MOU.

4. Any dispute which might arise regarding the interpretation or implementation of the present MOU shall be settled through direct negotiations in a spirit of co-operation between the parties. Any dispute between the African Union or the United Nations and the Government of the State of Qatar that is not settled by negotiations or by any other agreed mode of settlement shall be referred at the request of either party for final decision to a tribunal of three arbitrators, one to be named by the Chairperson of the African Union Commission or the Secretary-General of the United Nations as the case may be, one to be named by the Government of the State of Qatar and the third, who shall be chairperson, to be chosen by the first two. If either party fails to appoint an arbitrator within 60 days of the appointment by the other party, or if these two arbitrators should fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either party.

5. The provisions of paragraph 4 above shall apply *mutatis mutandis* in respect of any dispute between the African Union and the United Nations, on the one part, and the Government of the State of Qatar, on the other, except that the first arbitrator shall be appointed jointly by the Chairperson of the African Union Commission and the Secretary-General of the United Nations.

Done at Doha, this 3rd day of March 2011, in duplicate in the English and Arabic languages, both texts being equally authentic.

For the African Union and United Nations	For the State of Qatar
[Signed] DJBRILL YIPÈNÈ BASSOLÉ	[Signed] AHMED BIN ABDULLA AL-MAHMOUD
AU-UN Joint Chief Mediator for Darfur	Minister of State for Foreign Affairs and Member of the Cabinet
Date: 3/03/2011	Date: 3/03/2011

**(e) Exchange of letters constituting an agreement between the United Nations and Bolivia concerning the Sub-regional Seminar titled “Implementing Andean Community Decision 552” to be held in La Paz, Bolivia, 11–12 April 2011.
New York, 8 April 2011***

I

8 April 2011

Excellency,

The United Nations represented by the Office for Disarmament Affairs through its Regional Centre for Peace, Disarmament and Development in Latin America and the Caribbean (UNLIREC), hereinafter “the United Nations”, will jointly organize with the Government of Bolivia, the sub-regional Seminar titled “Implementing Andean Community Decision 552” in La Paz, Bolivia 11–12 April 2011 (hereinafter referred to as “the Seminar”). The Seminar will take place in the Ministry of Foreign Affairs of the Plurinational State of Bolivia and will be conducted in the Spanish language.

The United Nations would like to take this opportunity to thank the Government of Bolivia for hosting this Seminar.

1. It is understood that approximately 30 participants, including government representatives from Andean Community, international experts and United Nations officials will attend the Seminar, as follows:

a) government representatives from the Andean Community following countries (*three participants from each country*): Bolivia, Colombia, Ecuador and Peru.

b) experts from the following countries: Argentina, Brazil, Bolivia, Canada, Colombia, Ecuador, Peru and Switzerland.

c) experts from the following organizations and institutions: Andean Community, Mercado Común del Sur (MERCOSUR), SICA and Organization of American States (OAS).

d) officials from the United Nations: United Nations Regional Centre for Peace, Disarmament and Development in Latin America and the Caribbean (UNLIREC); United Nations Regional Centre for Peace, Disarmament and Development in Latin America,

* Entered into force on 8 April 2011, in accordance with provisions of said letters.

United Nations Development Programme (UNDP), United Nations Office on Drugs and Crime (UNODC).

2. The United Nations shall be responsible for the provision (including costs and services) of the following:

a) round-trip travel, accommodation, meals and local transportation between the hotel and Seminar Venue for three representatives from each of the following states: Colombia; Ecuador and Peru;

b) round-trip travel, accommodation, meals and local transportation between the hotel and Seminar Venue for experts from Argentina, Brazil, Canada, Colombia, Ecuador, Peru and Switzerland;

c) round-trip travel, accommodation, meals and local transportation between the hotel and Seminar Venue for experts from Andean Community, Mercado Común del Sur (MERCOSUR), SICA and Organization of American States (OAS);

d) lunch and coffee for all participants. No other expenses will be covered by the United Nations for Bolivian national participants;

e) invitation to participants;

f) audio visual equipment during the Seminar; and

g) programme of work and documents to be distributed at the Seminar.

3. The Government shall be responsible for the provision (including costs and services) of the following:

a) conference room and other facilities and space necessary for the Seminar,

b) political and administrative focal points; and

c) security during the Seminar.

4. In accordance with the standard practice of the United Nations, I would also wish to seek your Government's acceptance that the following terms be applied to the Seminar.

5. The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 (hereinafter referred to as "The Convention"), to which the Bolivia is a party, shall be applicable in respect of the Seminar. In particular, representatives of States participating in the Seminar shall enjoy the privileges and immunities provided in Articles IV of the Convention. Officials of the United Nations participating in or performing functions in connection with the Seminar shall enjoy the privileges and immunities provided under articles V and VII of the Convention and participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission under Articles VI and VII of the Convention. Officials of the Specialized Agencies participating in the Seminar shall enjoy the privileges and immunities provided in Articles VI and VII of the Convention on Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947. Without prejudice to the provisions of the Convention, all participants and persons performing functions in connection with the Seminar shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Seminar.

6. All participants and United Nations officials performing functions in connection with the Seminar shall have the right of unimpeded entry into and exit from Bolivia. Visas

and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Seminar, visas shall be granted not later than two weeks before the opening of the Seminar. If the application is made less than four weeks before the opening, visas shall be granted as expeditiously as possible and not later than three days before the opening. Arrangements shall also be made to ensure that visas for the duration of the Seminar 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 expeditiously as possible, and, in any case not later than three days before the closing of the Seminar.

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

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

- a) injury to persons or damage to or loss of property at the Seminar sites, or in the conference or office premises which are provided for the Seminar;
- b) injury to persons or damage to or loss of property caused by, or incurred in using, the transport services that are provided by or are under the control of the Government;
- c) the employment for the Seminar of personnel provided or arranged by the Government; and the Government shall indemnify and hold the United Nations and its officials harmless in respect of any such action, claim or other demand.

9. Any dispute concerning the interpretation or implementation of this Exchange of Letters, except for a dispute subject to the appropriate provisions of the Convention or any other applicable agreement, shall, unless the Parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement.

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

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

[Signed] SERGIO DUARTE
High Representative
for Disarmament Affairs

II

Excellency,

I have the honour to refer to your letter of April 8th, 2011 relating to the arrangements for the hosting of the sub-regional Seminar titled "Implementating Andean Community Decision 552" to be held in La Paz, Bolivia from 11 to 12 April, 2011.

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

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

Accept, Excellency, the assurances of my highest consideration.

New York, April 8th, 2011

[Signed] AMB. RAFAEL ARCHONDO QUIROGA
Deputy Permanent Representative

(f) Exchange of letters constituting an agreement between the United Nations and Mongolia concerning the Expert Group Meeting “Cooperatives in Development: Beyond 2012” to be held in Ulaanbaatar, Mongolia, from 3 to 6 May 2011. New York, 25 and 26 April 2011*

I

25 April 2011

Excellency,

I have the honour to refer to the arrangements concerning the Expert Group Meeting “Cooperatives in Development: Beyond 2012” (hereinafter referred to as “the Meeting”). The Meeting will be co-organized by the Government of Mongolia represented by the Ministry of Food, Agriculture and Light Industry, and the Ministry of Foreign Affairs and Trade (hereinafter referred to as “the Government”), and the United Nations represented by the Department of Economic and Social Affairs’ Division for Social Policy and Development (hereinafter referred to as the “United Nations”). The Meeting will be held at the Conference Hall of the Ministry of Foreign Affairs and Trade of Mongolia, Ulaanbaatar, Mongolia from 3 to 6 May 2011.

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) up to 10 experts invited by the United Nations, including representatives from national, regional and international governmental and non-governmental organizations, the United Nations system, developmental and research institutions, as well as the cooperative sector;

(b) up to 5 representatives of the United Nations Regional Commissions;

(c) up to 4 officials from the United Nations Secretariat;

(d) up to 6 local government officials selected by the Government; and

(e) up to 10 additional participants invited as observers/discussants by the United Nations and the Government, including representatives from national, regional and inter-

* Entered into force on 26 April 2011, in accordance with the provisions of the said letters.

national governmental and non-governmental organizations, the United Nations system, developmental and research institutions, as well as the cooperative sector.

2. The total number of participants will be approximately 35. 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, with simultaneous interpretation into Mongolian. All documentation will be provided in English.

4. The United Nations will be responsible for:

(a) the planning and running of the meeting and the preparation of the appropriate documentation, including relevant background documents, session summaries and the final report of the Meeting;

(b) the selection and invitation of experts and discussants including representatives from national, regional and international governmental and non-governmental organizations, the United Nations system, developmental and research institutions, as well as the cooperative sector; and

(c) the administrative arrangements and costs relating to the issuance of airline tickets and the payment of subsistence allowance for the participants specified in subparagraphs 1(a) and 1(c).

5. The Government will be responsible for:

(a) provision of facilities for the Meeting;

(b) provision of any necessary office supplies and equipment, including stationery, office equipment, copying machine, telephone, fax (international), computer use, and email and internet access;

(c) provision of a minimum of three interpreters for the plenary and working group sessions of the Meeting;

(d) provision of local counterpart staff to assist with the planning and any necessary administrative support during the meeting;

(e) reproduction of the Meeting materials;

(f) local logistical support services, including hotel arrangements and local travel, such as shuttle services to and from the airport, and coordination with the airlines, and transportation to and from the Mongolian Exhibit on Cooperatives and other pre-arranged site visits; and

(g) invitations and any costs related to national participants as specified in paragraph 1(d).

6. The cost of transportation and daily subsistence allowance for other participants as specified in paragraph 1(b) and (e) will be the responsibility of their organizations.

7. 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 Mongolia 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 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 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 with the privileges and immunities under Articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947;

(b) without prejudice to the provisions of the Convention, all participants and persons performing functions in connection with the 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 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;

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

(e) for the purpose of the Convention on the privileges and immunities of the United Nations, the Meeting area shall be deemed to constitute premises of the United Nations in the sense of section 3 of the Convention on the privileges and immunities of the United Nations and access thereto is subject to the authority and control of the United Nations.

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

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

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

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

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 tranquillity free from interference of any kind. While such police services shall be under the direct

supervision and control of a senior officer provided by the Government, this officer shall work in close cooperation with a designated senior official of the United Nations.

10. Security within the Meeting area shall be under the direct supervision and control of the United Nations, while the security outside the Meeting area shall be under the direct supervision and control of the Government. The parameters of these two security zones and the modality of cooperation shall be clearly defined by the Government and the Secretariat by the time the premises are handed over to the authority of the United Nations.

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

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 Mongolia regarding the hosting of the Meeting, which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting, and for such additional period as is necessary for its preparation and for the completion of its work and for the resolution of any matters arising out of the Agreement.

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

[Signed] SHA ZUKANG
Under-Secretary-General
Secretary-General for the Conference on
Sustainable Development (Rio+20)

II

26 April 2011

Mr. Under-Secretary-General,

I have the honour to refer to your letter with Ref. no. DESA/11/00674 of 25 April 2011, relating to the arrangements for the hosting of the Expert Group Meeting "Cooperatives in Development: Beyond 2012" to be held at the Ministry of Foreign Affairs and Trade, from 3 to 6 May 2011 in Ulaanbaatar, Mongolia.

In reply, I wish to confirm hereby that the terms of your proposal are acceptable to the Government of Mongolia.

Consequently, your letter and this reply shall constitute an Agreement between the United Nations and the Government of Mongolia, 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, Mr. Under-Secretary-General, the assurances of my highest consideration.

[Signed] H.E. Ms. ENKHTSETSEG OCHIR
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of Mongolia
to the United Nations

(g) The Agreement between the United Nations and the Government of the Republic of Kazakhstan relating to the establishment of the Subregional Office for North and Central Asia of the United Nations Economic and Social Commission for Asia and the Pacific. Astana, 4 May 2011*

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

Considering that the General Assembly of the United Nations decided in its resolution 63/260 of 24 December 2008, to approve the establishment of the Subregional Office for North and Central Asia of the United Nations Economic and Social Commission for Asia and the Pacific,

Whereas the Commission, in its letter dated 30 November 2009, following a comprehensive process of consultations with member States, accepted the offer from the Government of the Republic of Kazakhstan, to host the ESCAP Subregional Office for North and Central Asia in Almaty,

Whereas the Government of the Republic of Kazakhstan agrees to ensure the availability of all necessary facilities to enable the Subregional Office to perform its functions and any related activities,

Desiring to conclude an agreement for the purpose of the establishment of an ESCAP Subregional Office for North and Central Asia in the Republic of Kazakhstan,

Have agreed as follows:

Article I. Definitions

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

(a) "office" means the ESCAP Subregional Office for North and Central Asia in Almaty;

(b) "the Government" means the Government of the Republic of Kazakhstan;

* Entered into force provisionally on 4 May 2011.

(c) “the competent authorities” means central, local and other competent authorities under the law of the Republic of Kazakhstan;

(d) “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;

(e) “parties” means the United Nations and the Government of the Republic of Kazakhstan;

(f) “head of the Office” means the official in charge of the United Nations Office;

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

(h) “experts on mission” means individuals, other than Office officials or persons performing services on behalf of the United Nations, undertaking missions, coming within the scope of Articles VI and VII of the Convention;

(i) “persons performing services on behalf of the United Nations” means individual contractors, other than officials engaged by the Office, to execute or assist in the carrying out of its programmes or other related activities;

(j) “ESCAP” means the United Nations Economic and Social Commission for Asia and the Pacific;

(k) “office premises” means all the premises occupied by the Office or field sub-offices, including installations and facilities made available to or occupied, maintained or used by the United Nations in the Republic of Kazakhstan and notified as such to the Government;

(l) the expression “United Nations Office Agreement” means the Agreement between the United Nations and the Government of the Republic of Kazakhstan relating to the establishment of a United Nations Interim Office in Kazakhstan concluded on 5 October 1992;

(m) “Organization” means the United Nations;

(n) “State” means the Republic of Kazakhstan.

Article II. Purpose and scope of activities

1. The purpose of the Office is to promote inclusive and sustainable development and the achievement of the internationally agreed development goals, including the Millennium Development Goals, focusing on the specific priorities of ESCAP member States in North and Central Asia.

2. The presence of the Office will strengthen ESCAP presence and interventions at the subregional level, enabling better targeting and delivery of programmes that address specific key priorities of member States in North and Central Asia subregion.

Article III. Establishment of the subregional office

The Subregional Office shall be established in the city of Almaty, Republic of Kazakhstan, to carry out the functions of a Subregional Office of ESCAP for North and Central Asia.

Article IV. The United Nations Office Agreement

1. The Parties recall the United Nations Office Agreement, which applies, *inter alia*, to the United Nations Development Programme, the United Nations High Commissioner for Refugees, the United Nations Children's Fund, the United Nations Environmental Programme and the United Nations Population Fund in Kazakhstan, and recall, in particular, paragraph 2 of Article XVIII of the United Nations Office Agreement entitled "Supplemental Agreements" which provides that the United Nations and the Government may enter into any supplemental Agreement as both Parties may deem appropriate.

2. The Parties agree that the United Nations Office Agreement shall apply, *mutatis mutandis*, to ESCAP in Kazakhstan, including its Subregional Office.

Article V. Security and protection

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

2. The competent authorities shall take effective and adequate action which may be required to ensure the appropriate security, safety and protection of officials of the Office, experts on mission, persons performing services on behalf of the United Nations and locally recruited personnel assigned to hourly rates, which is indispensable for the proper functioning of the Office free from interference of any kind.

Article VI. Participants in United Nations' meetings

1. Representatives of Members of the United Nations invited to meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office and other related organizations shall, while exercising their functions, enjoy the privileges and immunities as set out in Article IV of the Convention.

2. The Government, in accordance with relevant United Nations principles and practices and the present Agreement, shall respect the complete freedom of expression of all participants of meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office and other related organizations, to which the Convention shall be applicable. All participants and persons performing functions in connection with the meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office and other related organizations shall enjoy such privileges, immunities and facilities as are necessary for the independent exercise of their participation and functions. In particular, all participants and persons performing services in connection with the meetings, seminars, training courses, symposiums, workshops and

similar activities organised by the Office and other related organizations shall be immune from legal process in respect of words spoken or written and acts done in connection with such meetings, seminars, training courses, symposiums, workshops and similar activities.

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

1. The competent authorities shall grant working permits for spouses of Officials assigned to the Office whose duty station is in the Host State, in accordance with the procedures established by the national legislation of the Host State.

2. The competent authorities shall issue visas and residence permits and any other documents, where required, to household employees of officials assigned to the Office as speedily as possible.

Article VIII. Administrative and financial arrangements

The Parties shall conclude a separate international agreement concerning the administrative and financial arrangements for the Office.

Article IX. Final provisions

1. This Agreement shall enter into force on the date of receipt by the United Nations through diplomatic channels of a written notification from the Government about the completion of internal procedures necessary for the Agreement to enter into force.

2. Upon mutual consent, the Parties may amend this Agreement through an exchange of notes or by way of other instruments, and any such amendments shall be deemed to be an integral part of this Agreement.

3. This Agreement shall cease to be in force six months after the date of receipt by either Party through diplomatic channels of the written notification of the other Party on its intention to terminate it.

4. The obligations assumed by the Parties under this Agreement shall continue to be applicable between the Parties after the termination of this Agreement to the extent necessary to permit orderly withdrawal of personnel, funds and property of ESCAP and of any Executing Agency, or of any persons performing services on their behalf under this Agreement, and the resolution of any disputes between the Parties.

In witness whereof, the undersigned, being duly authorized thereto, have signed this Agreement in two copies each in the English and Kazakh languages, at Astana on this 4 day of May 2011. In case of disagreement in the application or interpretation of this Agreement, the Parties shall refer to the English text.

For the United Nations

[Signed] NOELEEN HEYZER
Under-Secretary-General of the United Nations
and Executive Secretary of United Nations
Economic and Social Commission for Asia and
the Pacific

For the Government of the Republic
of Kazakhstan

[Signed] YERZHAN KAZYKHANOV
Minister
Ministry of Foreign Affairs
Republic of Kazakhstan

**(h) Memorandum of Understanding between the United Nations and the Government of the Democratic Socialist Republic of Sri Lanka concerning contributions to the United Nations Stand-By Arrangements System.
New York, 20 May 2011^{* **}**

The Signatories to the present Memorandum

Lieutenant General Babacar Gaye

Military Adviser

For Peacekeeping Operations, Representing

The United Nations

And

H.E. Mr. Palitha T. B. Kohona

Permanent Representative of the Democratic Socialist Republic of Sri Lanka to the United Nations,

Representing the Government of the Democratic Socialist Republic of Sri Lanka

Recognizing the need to expedite the provision of certain resources to the United Nations in order to effectively implement in a timely manner, the mandate of the United Nations peacekeeping operations authorized by the Security Council,

Further recognizing that the advantages of pledging resources for peacekeeping operations contributes to enhancing flexibility and low costs,

Have reached the following understanding:

I. PURPOSE

The purpose of the present Memorandum of Understanding is to identify the resources which the Government of the Democratic Socialist Republic of Sri Lanka has indicated that it will provide to the United Nations for use in peacekeeping operations under the specified conditions.

II. DESCRIPTION OF RESOURCES

1. The detailed description of the resources to be provided by the Government of the Democratic Socialist Republic of Sri Lanka is set out in the annex^{***} to the present Memorandum of Understanding.

2. In the preparation of the annex, the Government of the Democratic Socialist Republic of Sri Lanka and the United Nations, have followed the guidelines for the provision of resources for United Nations peacekeeping operations.

^{*} Entered into force on 20 May 2011 by signature, in accordance with article IV.

^{**} The full text of the Memorandum of Understanding, including annexes, is available from <http://treaties.un.org/>.

^{***} Not reproduced herein.

III. CONDITION OF PROVISION

The final decision whether to actually deploy the resources by the Government of the Democratic Socialist Republic of Sri Lanka remains a national decision.

IV. ENTRY INTO EFFECT

1. The present Memorandum of Understanding shall come into effect on the date of its signature.

2. The present Memorandum of Understanding shall cease to have effect three months after the date on which either signatory gives written notice to the other signatory of its intention to terminate it.

V. MODIFICATION

The present Memorandum of Understanding including the annex may be modified at any time by the signatories through exchange of letters.

Signed in New York on 20 May 2011

For the United Nations

For the Government of the Democratic
Socialist Republic of Sri Lanka

[Signed] LIEUTENANT GENERAL BABACAR
GAYE

[Signed] H.E. Mr. PALITHA T.B. KOHONA

Military Adviser
for Peacekeeping Operations

Permanent Representative of the Demo-
cratic Socialist Republic of Sri Lanka to the
United Nations

(i) Memorandum of Understanding between the United Nations and the Argentine Republic and the Republic of Chile concerning contributions to the United Nations Stand-By Arrangement System. Buenos Aires, 14 June 2011*

The signatories to the present memorandum

The United Nations

and

The Argentine Republic

and

The Republic of Chile,

hereinafter referred to as “the Parties”,

Recognizing the need to expedite the provision of certain resources to the United Nations in order to effectively implement in a timely manner, the mandate of the United Nations peacekeeping operations authorized by the Security Council,

Further recognizing that the advantages of pledging resources for peacekeeping operations contributes to enhancing flexibility and low costs,

* Entered into force 14 June 2011 by signature, in accordance with article V.

Bearing in mind the Charter of the United Nations,
Have reached the following understanding:

I. PURPOSE

The purpose of the present Memorandum of Understanding is to identify the resources which the Argentine Republic and the Republic of Chile have indicated that they will provide as a combined contribution to the United Nations for use in peacekeeping operations under the specified conditions, as from the year 2012.

II. DESCRIPTION OF RESOURCES

1. The detailed description of the resources to be provided by the Argentine Republic and the Republic of Chile as a combined contribution is set out in the annex to the present Memorandum of Understanding, which forms an integral part of this instrument, and is in accordance with the Memorandum of Understanding between the Ministries of Foreign Relations, International Trade and Worship and of Defense of the Argentine Republic, and the Ministries of Foreign Affairs and of National Defence of the Republic Of Chile on the “Cruz del Sur” combined peacekeeping force, signed on 22 November 2010 (hereafter referred to as “the “Cruz del Sur” MOU”).

2. In the preparation of the annex, the Argentine Republic and the Republic of Chile and the United Nations have followed the guidelines for the provision of resources for United Nations peacekeeping operations.

III. CONDITION OF PROVISION

The final decision whether to actually deploy the resources by the of Argentine Republic and the Republic of Chile to any peacekeeping operations remains a decision to be adopted by their national authorities, in accordance with the provisions of the “Cruz del Sur” MOU, and the constitutional and legal provisions which are in force in both States.

IV. FORCE EMPLOYMENT

The deployment of resources may be in whole, or in part, as described in the annex. As the “Cruz del Sur” is a binational force, deployment of any kind will consist of integrated Argentine and Chilean elements, which shall be under unified command.

V. ENTRY INTO FORCE

1. The present Memorandum of Understanding shall enter into force on the date of its signature.

2. The present Memorandum of Understanding may be terminated at any time by any party, subject to a period of notification in writing of not less than three months to the other party.

VI. LANGUAGE

The present Memorandum of Understanding is done in three originals, in the English and Spanish languages, both texts being equally authentic.

VII. MODIFICATION

The present Memorandum of Understanding, including the annex, may be modified at any time by the Parties through exchange of letters.

Signed in Buenos Aires on 14th June 2011.

For the United Nations

[*Signed*] LIEUTENANT
GENERAL BABACAR GAYE

Military Adviser of DPKO
on behalf of the United Nations

For the Argentine Republic

[*Signed*] H.E. Mr.
ARTURO PURICELLI

Minister of Defense of
Argentina on behalf of
the Argentine Republic

For the Republic of Chile

[*Signed*] H.E. Mr. ANDRÉS
ALLAMAND

Minister of National Defense
of the Republic of Chile on
behalf of the Republic of
Chile

ANNEX TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC AND THE GOVERNMENT OF THE REPUBLIC OF CHILE AS REGARDS THE CONTRIBUTION TO THE UNITED NATIONS STAND-BY ARRANGEMENTS SYSTEM

SUMMARY OF CONTRIBUTIONS

National Number	Description	Structure/Category	Source	Response Time	Per-sonnel	Note
1	Ground Combined Task Force (Equivalent to Battalion UNSAS TOE)	Units General Staff, Command Company, Logistics Company and two Mechanized Infantry Battalions. Each Battalion is integrated by one Command and Support Company and two Mechanized Infantry Companies.	Military	90 days	1001	Fully equipped. Self-sustainment for 90 days. Communications: MAF/UA-FM/AF/Telephone Level 1+ medical care
2	Surface Navy Group	Units. Command and Support Unit. Two Surface Navy Units.	Military	90 days	189	Fully equipped. Self-sustainment for 90 days. <i>Capabilities</i> Patrol and surveillance. Control, record and seizure of vessels. Escort and control of assigned areas. Transport of personnel and equipment. Search and rescue. Evacuation of non-combatants.
3	Combined Unit of Transport Helicopters	Units General staff. Support Unit. 2 Units of medium size Helicopters 2 Units of light Helicopters Maintenance Unit.	Military	90 days	195	Fully equipped. Self-sustainment for 90 days. Communications: VHF/UHF FM/HF/Telephone Aircraft and airport Support Team. Total: 8 Helicopters (4 medium size Helicopters and 4 light Helicopters).

(j) Exchange of letters constituting an agreement between the United Nations and the Government of the Federal Democratic Republic of Ethiopia concerning the regional course in international law, to be held in Addis Ababa, Ethiopia. New York, 2 June 2011 and 14 July 2011*

I

2 June 2011

Excellency,

I have the honour to express my appreciation for Ethiopia's commitment to the enhancement of international cooperation, both on a universal level as a founding Member of the United Nations, as well as on a regional level as a host to the Economic Commission for Africa and the African Union. I also wish to acknowledge Ethiopia's strong support for the teaching and study of international law as a long-standing member of the Advisory Committee on the Programme of Assistance in the Teaching, Study, Dissemination and Wider Appreciation of International Law, established by the General Assembly in 1965.

I have the honour to refer to the arrangements concerning the organization of the Regional Course in International Law (hereinafter referred to as "the Regional Course"), which is an activity conducted under the Programme of Assistance.

The Regional Course will be organized by the United Nations, represented by the Office of Legal Affairs (Codification Division) (hereinafter referred to as "the United Nations"), in cooperation with the Government of Ethiopia, represented by the Ministry of Foreign Affairs (hereinafter referred to as "the Government"), and will be held in Addis Ababa from 6 February to 2 March 2012. The organization of the Regional Course is subject to the availability of necessary funding. With the present letter, I wish to obtain your Government's acceptance of the following:

1. The purpose of the regional will be to provide international law training to persons with a legal background and professional experience in international law from Africa, primarily present in Addis Ababa, between 24 and 45 years of age, and with a demonstrated proficiency in French.

2. Candidates from the following countries will be invited to apply to the regional course: Algeria, Angola, Benin, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo, Côte d'Ivoire, Democratic Republic of the Congo, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Kenya, Lesotho, Liberia, Libyan Arab Jamahiriya, Madagascar, Malawi, Mali, Mauritania, Mauritius, Morocco, Mozambique, Namibia, Niger, Nigeria, Rwanda, Sao Tome and Principe, Senegal, Seychelles, Sierra Leone, Somalia, South Africa, Sudan, Swaziland, Togo, Tunisia, Uganda, United Republic of Tanzania, Zambia and Zimbabwe.

3. The selection of the participants is made by the United Nations. A list of participants will be provided to the Government following the completion of the selection process. The maximum number of participants will be 35, comprising up to 20 fellowship recipients (no more than one fellowship recipient per country) and self-funded participants from the countries listed in paragraph 2 (of which two may be from the Host Country), as well as from international and regional organizations.

* Entered into force on 14 July 2011, in accordance with the provisions of the letter.

4. The Regional Course will be held at the Economic Commission for Africa and will be conducted in French.

5. The United Nations will be responsible for:

(a) providing a suitable venue for the Regional Course, including necessary equipment and service for visual presentations;

(b) planning and running the Regional Course, including developing the curriculum and inviting lecturers;

(c) disseminating information, receiving applications and selecting participants;

(d) preparing study materials relevant to the course and shipping them to Addis Ababa;

(e) providing a course certificate issued by the United Nations;

(f) evaluating and reporting following the conclusion of the Regional Course;

(g) providing two legal officers to be present in Addis Ababa for the duration of the Regional Course;

(h) providing lunch and coffee breaks for the participants and lecturers;

(i) providing travel, per diem and remuneration for lecturers;

(j) providing travel, stipends and health insurance for up to twenty participants who are not present in Addis Ababa; and

(k) providing any necessary office space and equipment, including a photocopying machine and word processing facilities, and necessary communication facilities (telephone, facsimile and Internet) for use by the United Nations legal officers and lecturers during their stay in Addis Ababa.

6. The Government will be responsible for providing a local counterpart to assist with advance planning and necessary administrative support during the Regional Course and for assisting with fund raising activities undertaken in relation to the organization of the Regional Course.

7. The Government will no later than 30 June 2011 designate a person to act as focal point in Addis Ababa, to provide necessary assistance for the organization of the Regional Course, including addressing administrative issues prior to and during the Regional Course.

8. The following terms shall apply to the Regional Course:

(a) (i) 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 Regional Course. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on missions 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 Regional Course shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(ii) Without prejudice to the provisions of the Convention, all participants and persons performing functions in connection with the Regional Course shall enjoy

such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Regional Course;

- (iii) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written or any act performed by them in their official capacity in connection with the Regional Course.

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

9. I further wish to propose that the terms of the Agreement between the United Nations and Ethiopia regarding the headquarters of the United Nations Economic Commission for Africa, signed at Addis Ababa on 18 June 1958, as supplemented by the Agreements of 26 May 1971 and of 18 January 1990, shall apply *mutatis mutandis* to the Regional Course.

10. (a) Any dispute concerning the interpretation or implementation of the provisions of the Agreement regarding the Headquarters of the United Nations Economic Commission for Africa of 18 June 1958, as supplemented by the Agreements of 26 May 1971 and of 18 January 1990, shall be settled in accordance with the settlement of disputes provision contained herein.

(b) Any other dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to section 30 of the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946, to which the Government is a party, 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 negotiations or any other agreed mode of settlement shall be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the Chairperson, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the Chairperson, then such arbitrators shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decision on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

11. The United Nations and the Government may agree in writing to extend this Agreement to apply to Regional Courses in International Law to be held in Addis Ababa in subsequent years.

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 Ethiopia on the holding of the Regional Course in International Law, which shall enter into force on the date of your reply and shall remain in force for the duration of the Regional Course, and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled.

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

[Signed] STEPHEN MATHIAS

Assistant Secretary-General
in charge of the Office of Legal Affairs

II

Permanent Mission of the Federal Democratic Republic of Ethiopia
to the United Nations

14 July 2011

Dear Ms. Patricia O'Brien

I have the honor to refer to a letter by Mr. Stephen Mathias, Assistance Secretary-General for Legal Affairs, dated 2 June 2011 relating to the proposed arrangements for the hosting of the "the regional course in international law" to be held in Addis Ababa, Ethiopia from 6 February to 2 March 2012.

In reply, I have the honor to confirm that the terms of your proposal are acceptable to the Government of Federal Democratic Republic of Ethiopia. Consequently, your letter and this reply shall constitute an Agreement between the United Nations and the Government of Federal Democratic Republic of Ethiopia, which shall enter into force on today's date, shall remain in force for the duration of the regional course, and for such additional period as necessary for the preparation of similar course in the future.

Accept, Excellency, the assurances of my highest consideration.

[Signed] TAKEDA ALEMU

Ambassador Extraordinary and Plenipotentiary
Permanent Representative

(k) The Status of Forces Agreement between the United Nations and the Government of the Republic of South Sudan concerning the United Nations Missions in South Sudan ("SOFA"). Juba, 8 August 2011*

I. DEFINITIONS

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

* Entered into force on 8 August 2011 by signature, in accordance with paragraph 62.

(a) “UNMISS” means the United Nations Mission in South Sudan, established in accordance with Security Council resolution 1996 (2011) of 8 July 2011. UNMISS shall consist of:

- (i) the “Special Representative” appointed by the Secretary-General of the United Nations. Any reference to the Special Representative in this Agreement shall, except in paragraph 26, include any member of UNMISS to whom he or she delegates a specified function or authority;
 - (ii) a “civilian component” consisting of United Nations officials and of other persons assigned by the Secretary-General to assist the Special Representative or made available by participating States to serve as part of UNMISS;
 - (iii) a “military component” consisting of military and civilian personnel made available to UNMISS by participating States at the request of the Secretary-General;
- (b) a “member of UNMISS” means the Special Representative of the Secretary-General and any member of the civilian or military components;
- (c) “the Government” means the Government of the Republic of South Sudan;
- (d) “the territory” means the territory of the Republic of South Sudan;
- (e) a “participating State” means a State providing personnel, services, equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, to any of the above-mentioned components of UNMISS;
- (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 Republic of South Sudan intends to become a Party;
- (g) “contractors” means persons, other than members of UNMISS, engaged by the United Nations, including juridical as well as natural persons and their employees and sub-contractors, to perform services for UNMISS and/or to supply equipment, provisions, supplies, materials and other goods, including spare parts and means of transport, in support of UNMISS activities. Such contractors shall not be considered third party beneficiaries to this Agreement;
- (h) “vehicles” means civilian and military vehicles in use by the United Nations and operated by members of UNMISS, participating States or contractors in support of UNMISS activities;
- (i) “vessels” means civilian and military vessels in use by the United Nations and operated by members of UNMISS, participating States or contractors in support of UNMISS activities;
- (j) “aircraft” means civilian and military aircraft in use by the United Nations and operated by members of UNMISS, participating States or contractors in support of UNMISS activities.

II. APPLICATION OF THE PRESENT AGREEMENT

2. Unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to UNMISS or any member thereof or to contractors shall apply in South Sudan.

III. APPLICATION OF THE CONVENTION

3. UNMISS, its property, funds and assets and its members, including the Special Representative, shall enjoy the privileges and immunities specified in the present Agreement as well as those provided for in the Convention.

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

IV. STATUS OF UNMISS

5. UNMISS and its members shall refrain from any action or activity incompatible with the impartial and international nature of their duties or inconsistent with the spirit of the present arrangements. UNMISS and its members shall respect all local laws and regulations. The Special Representative shall take all appropriate measures to ensure the observance of these obligations.

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

(a) the United Nations shall ensure that UNMISS shall conduct its operation in South Sudan with full respect for the principles and rules of the international conventions applicable to the conduct of military personnel. These international conventions include the four Geneva Conventions of 12 August 1949 and their Additional Protocols of 8 June 1977 and the UNESCO Convention of 14 May 1954 for the Protection of Cultural Property in the Event of Armed Conflict;

(b) the Government undertakes to treat at all times the military personnel of UNMISS with full respect for the principles and rules of the international conventions applicable to the treatment of military personnel. These international conventions include the four Geneva Conventions of 12 August 1949 and their Additional Protocols of 8 June 1977.

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

7. The Government undertakes to respect the exclusively international nature of UNMISS.

United Nations flag, markings and identification

8. The Government recognizes the right of UNMISS to display within South Sudan the United Nations flag on its headquarters, camps or other premises, vehicles, vessels and otherwise as decided by the Special Representative. Other flags or pennants may be displayed only in exceptional cases. In such cases, UNMISS shall give sympathetic consideration to observations or requests of the Government.

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

Communications

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

11. Subject to the provisions of paragraph 10:

(a) UNMISS shall have the right to establish, install and operate United Nations radio stations under its exclusive control to disseminate to the public in South Sudan information relating to its mandate. Programmes broadcast on such stations shall be under the exclusive editorial control of UNMISS and shall not be subject to any form of censorship. UNMISS will make the broadcast signal of such stations available to the state broadcaster upon request for further dissemination through the state broadcasting system. Such United Nations radio stations shall be operated in accordance with the International Telecommunication Convention and Regulations. The frequencies on which such stations may operate shall be decided upon in cooperation with the Government at the earliest possible date after signature of this Agreement or, as the case may be, on the request of UNMISS, preferably within fifteen (15) working days. UNMISS shall be exempt from any taxes on and fees for the allocation of frequencies for use by such stations, as well as from any taxes on or fees for their use.

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

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

(d) UNMISS shall enjoy, within the territory of South Sudan, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile or any other means, and of establishing the necessary facilities for maintaining such communications within and between premises of UNMISS, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The Government shall, as soon as possible after signature of this Agreement or, as the case may be, on the request of UNMISS, allocate suitable frequencies, preferably within fifteen (15) working days. UNMISS shall be exempt from any taxes on and fees for the allocation of frequencies for this purpose, as well as

from any taxes on or fees for their use. Connections with the local system of telephone, facsimile and other electronic data may be made only after consultation and in accordance with arrangements with the Government. Use of the local system of telephone, facsimile and other electronic data shall be charged at the most favourable rate.

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

Travel and transport

12. UNMISS, its members and contractors, together with their property, equipment, provisions, supplies, materials and other goods, including spare parts, as well as vehicles, vessels and aircraft, including the vehicles, vessels and aircraft of contractors used exclusively in the performance of their services for UNMISS, shall enjoy full and unrestricted freedom of movement without delay throughout South Sudan by the most direct route possible, without the need for travel permits or prior authorization or notification, except in the case of movements by air, which will comply with ICAO safety regulations and the customary procedural requirements for flight planning and operations within the airspace of South Sudan as promulgated and specifically notified to UNMISS by the Civil Aviation Authority of South Sudan. This freedom shall, with respect to large movements of personnel, stores, vehicles or aircraft through airports or on railways or roads used for general traffic within South Sudan, be coordinated with the Government. The Government shall, where necessary, provide UNMISS with maps and other information, including maps of and information on the location of minefields and other dangers and impediments, which may be useful in facilitating UNMISS's movements and ensuring the safety and security of its members.

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

14. UNMISS and its members and contractors, together with vehicles, vessels and aircraft, including vehicles, vessels and aircraft of contractors used exclusively in the performance of their services for UNMISS, may use roads, bridges, rivers, canals and other waters, port facilities, airfields and airspace without the payment of any form of monetary contributions, dues, tolls, user fees, airport taxes, parking fees, overflight fees, port fees or charges, including wharfage and compulsory pilotage charges. However, UNMISS and its contractors 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 UNMISS

15. UNMISS, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations in accordance with the Convention. The provisions of Article II of the Convention which apply to UNMISS shall also apply to the property, funds and assets of participating States used in South Sudan in connection with

the national contingents serving in UNMISS, as provided for in paragraph 4 of the present Agreement. The Government recognizes in particular:

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

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

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

(d) the right of UNMISS, as well as of contractors, to re-export or otherwise dispose of such property and equipment, including spare parts and means of transport, as far as they are still usable, and all unconsumed provisions, supplies, materials, fuel and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of South Sudan or to an entity nominated by them.

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

V. FACILITIES FOR UNMISS AND ITS CONTRACTORS

Premises required for conducting the operational and administrative activities of UNMISS

16. The Government shall provide without cost to UNMISS and in agreement with the Special Representative for as long as may be required such areas for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of UNMISS, including the establishment of the necessary facilities for maintaining communications in accordance with paragraph 11. Without prejudice to the fact that all such premises remain territory of South Sudan, they shall be inviolable and subject to the exclusive control and authority of the United Nations. The Government shall guarantee unimpeded access to such United Nations premises. Where United Nations troops are co-located with military personnel of the host country, a permanent, direct and immediate access by UNMISS to those premises shall be guaranteed.

17. The Government undertakes to assist UNMISS in obtaining and making available, where applicable, water, sewerage, electricity and other facilities free of charge, or, where this is not possible, at the most favourable rate, and free of taxes, fees and duties. Where such utilities or facilities are not provided free of charge, payment shall be made by UNMISS on terms to be agreed with the competent authority. UNMISS 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 UNMISS as to essential government services.

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

19. The United Nations alone may consent to the entry of any government officials or of any other person who are not members of UNMISS to such premises.

Provisions, supplies and services, and sanitary arrangements

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

21. The Government undertakes to assist UNMISS 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 UNMISS or by contractors for the official and exclusive use of UNMISS, 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 UNMISS and contractors from general sales taxes in respect of all local purchases for official use. In making purchases on the local market, UNMISS shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy.

22. For the proper performance of the services provided by contractors, other than South Sudan nationals resident in South Sudan, in support of UNMISS, the Government agrees to provide contractors with facilities for their entry into and departure from South Sudan, without delay or hindrance, and for their residence in South Sudan, as well as for their repatriation in time of crisis. For this purpose, the Government shall promptly issue to contractors, free of charge and without any restrictions within the earliest possible time-frame and preferably within forty-eight (48) hours of application, all necessary visas, licenses, permits and registrations. Contractors, other than South Sudan nationals resident in South Sudan, shall be accorded exemption from taxes and monetary contributions in South Sudan on services, equipment, provisions, supplies, fuel, materials and other goods,

including spare parts and means of transport, provided to UNMISS, including corporate, income, social security and other similar taxes arising directly from or related directly to the provision of such services or goods.

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

Recruitment of local personnel

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

Currency

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

VI. STATUS OF THE MEMBERS OF UNMISS

Privileges and immunities

26. The Special Representative, the Commander of the military component of UNMISS and such high-ranking members of the Special Representative's staff as may be agreed upon with the Government shall have the status specified in Sections 19 and 27 of the Convention, provided that the privileges and immunities therein referred to shall be those accorded to diplomatic envoys by international law.

27. Officials of the United Nations assigned to the civilian component to serve with UNMISS, as well as United Nations Volunteers, who shall be assimilated thereto, remain officials of the United Nations entitled to the privileges and immunities of Articles V and VII of the Convention.

28. Military observers, military liaison officers, United Nations civilian police and civilian personnel other than United Nations officials whose names are for that purpose notified to the Government by the Special Representative shall be considered as experts on mission within the meaning of Article VI of the Convention.

29. Military personnel of national contingents assigned to the military component of UNMISS shall have the privileges and immunities specifically provided for in the present Agreement.

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

31. Members of UNMISS shall be exempt from taxation on the pay and emoluments received from the United Nations or from a participating State and any income received from outside South Sudan. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

32. Members of UNMISS shall have the right to import free of duty their personal effects in connection with their arrival in South Sudan. They shall be subject to the laws and regulations of South Sudan governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in South Sudan with UNMISS. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of UNMISS, including the military component, upon prior written notification. On departure from South Sudan, members of UNMISS may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Special Representative certifies were received in pay and emoluments from the United Nations or from a participating State and are a reasonable residue thereof. Special arrangements shall be made for the implementation of the present provisions in the interests of the Government and the members of UNMISS.

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

Entry, residence and departure

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

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

36. For the purpose of such entry or departure, members of UNMISS shall only be required to have: (a) an individual or collective movement order issued by or under the authority of the Special Representative or any appropriate authority of a participating State; and (b) a personal identity card issued in accordance with paragraph 37 of the present Agreement, except in the case of first entry, when the United Nations laissez passer, national passport or personal identity card issued by the United Nations or appropriate authorities of a participating State shall be accepted in lieu of the said identity card.

Identification

37. The Special Representative shall issue to each member of UNMISS before or as soon as possible after such member's first entry into South Sudan, as well as to all locally recruited personnel and contractors, a numbered identity card, showing the bearer's name and photograph. Except as provided for in paragraph 36 of the present Agreement, such identity card shall be the only document required of a member of UNMISS.

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

Uniforms and arms

39. Military members and United Nations military observers, United Nations military liaison officers and civilian police of UNMISS shall wear, while performing official duties, the national military or police uniform of their respective States with standard United Nations accoutrements. United Nations Security Officers and Field Service officers may wear the United Nations uniform. The wearing of civilian dress by the above-mentioned members of UNMISS may be authorized by the Special Representative at other times. Military members, military observers, and civilian police of UNMISS, United Nations Security Officers and United Nations close protection officers designated by the Special Representative may possess and carry arms, ammunition and other items of military equipment, including global positioning devices, while on official duty in accordance with their orders. Those carrying weapons while on official duty other than those undertaking close protection duties must be in uniform at that time.

Permits and licenses

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

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

42. Without prejudice to the provisions of paragraph 39, the Government further agrees to accept as valid, without tax or fee, permits or licenses issued by the Special Representative to members of UNMISS for the carrying or use of firearms or ammunition in connection with the functioning of UNMISS.

Military police, arrest and transfer of custody, and mutual assistance

43. The Special Representative shall take all appropriate measures to ensure the maintenance of discipline and good order among members of UNMISS, including locally recruited personnel. To this end, personnel designated by the Special Representative shall police the premises of UNMISS 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 UNMISS.

44. The military police of UNMISS shall have the power of arrest over the military members of UNMISS. Military personnel placed under arrest outside their own contingent areas shall be transferred to their contingent Commander for appropriate disciplinary action. The personnel mentioned in paragraph 43 above may take into custody any other

person on the premises of UNMISS. Such other person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with any offence or disturbance on such premises.

45. Subject to the provisions of paragraphs 26 and 28, officials of the Government may take into custody any member of UNMISS:

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

(b) when such a member of UNMISS is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any weapons or other item seized, to the nearest appropriate representative of UNMISS, 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), UNMISS or the Government, as the case may be, may make a preliminary interrogation, but may not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

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

Safety and security

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

- (i) the Government shall take all appropriate measures to ensure the safety, security and freedom of movement of UNMISS, its members and associated personnel and their property and assets. It shall take all appropriate steps to protect members of UNMISS 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 UNMISS are inviolable and subject to the exclusive control and authority of the United Nations;
- (ii) if members of UNMISS 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;^{*}

^{*} United Nations, *Treaty Series*, vol. 45, p. 5.

- (iii) the Government shall establish the following acts as crimes under its national law and make them punishable by appropriate penalties, taking into account their grave nature:
 - a) a murder, kidnapping or other attack upon the person or liberty of any member of UNMISS or its associated personnel;
 - b) a violent attack upon the official premises, the private accommodation or the means of transportation of any member of UNMISS or its associated personnel likely to endanger his or her person or liberty;
 - c) a threat to commit any such attack with the objective of compelling a physical or juridical person to do or to refrain from doing any act;
 - d) an attempt to commit any such attack; and
 - e) an act constituting participation as an accomplice in any such attack, or in an attempt to commit such attack, or in organizing or ordering others to commit such attack;
- (iv) the Government shall establish its jurisdiction over the crimes set out in paragraph 48 (iii) above: (a) when the crime was committed on the territory of South Sudan; (b) when the alleged offender is a national of South Sudan; (c) when the alleged offender, other than a member of UNMISS, is present in the territory of South Sudan, unless it has extradited such a person to the State on whose territory the crime was committed, or to the State of his or her nationality, or to the State of his or her habitual residence if he or she is a stateless person, or to the State of the nationality of the victim;
- (v) the Government shall ensure the prosecution, without exception and without delay, of persons accused of acts described in paragraph 48 (iii) above who are present in the territory of South Sudan (if the Government does not extradite them), as well as those persons that are subject to its criminal jurisdiction who are accused of other acts in relation to UNMISS 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 UNMISS, its members and associated personnel and their equipment during the exercise of their functions.

Jurisdiction

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

51. Should the Government consider that any member of UNMISS has committed a criminal offence, it shall promptly inform the Special Representative and present to him any evidence available to it. Subject to the provisions of paragraph 26:

(a) if the accused person is a member of the civilian component or a civilian member of the military component, the Special Representative shall conduct any necessary supple-

mentary 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 South Sudan shall ensure that the member of UNMISS concerned is brought to trial and tried in accordance with international standards of justice, fairness and due process of law, as set out in the International Covenant on Civil and Political Rights,^{*} to which South Sudan intends to become a Party;

(b) military members of the military component of UNMISS shall be subject to the exclusive jurisdiction of their respective participating States in respect of any criminal offences which may be committed by them in South Sudan.

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

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

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. In that event, the courts and authorities of South Sudan shall grant the member of UNMISS concerned sufficient opportunity to safeguard his or her rights in accordance with due process of law. If the Special Representative certifies that a member of UNMISS is unable, because of his or her official duties or authorized absence, to protect his or her interests in the proceeding, the court shall, at the defendant's request, suspend the proceeding until the elimination of the disability, but for no more than ninety (90) days. Property of a member of UNMISS 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 UNMISS 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 UNMISS who dies in South Sudan, as well as that member's personal property located within South Sudan, in accordance with United Nations procedures.

VII. LIMITATION OF LIABILITY OF THE UNITED NATIONS

54. Third party claims for property loss or damage and for personal injury, illness or death arising from or directly attributed to UNMISS, except for those arising from operational necessity, and which cannot be settled through the internal procedures of the United Nations, shall be settled by the United Nations in the manner provided for in paragraph 55 of the present Agreement, provided that the claim is submitted within six (6) months following the occurrence of the loss, damage or injury or, if the claimant did not know or could not rea-

^{*} United Nations, *Treaty Series*, vol. 999, p. 171 and vol. 1057, p. 407 (procès-verbal of rectification of the authentic Spanish text).

sonably have known of such loss or injury, within six (6) months from the time he or she had discovered the loss or injury, but in any event not later than one year after the termination of the mandate of the operation. Upon determination of liability as provided in this Agreement, the United Nations shall pay compensation within such financial limitations as have been approved by the General Assembly in its resolution 52/247 of 26 June 1998.

VIII. SETTLEMENT OF DISPUTES

55. Except as provided in paragraph 57, any dispute or claim of a private law character, not resulting from the operational necessity of UNMISS, to which UNMISS or any member thereof is a party and over which the courts of South Sudan do not have jurisdiction because of any provision of the present Agreement shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no agreement as to the chairman is reached within thirty (30) days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty (30) days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final. The awards of the commission shall be notified to the parties and, if against a member of UNMISS, 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 UNMISS and the Government concerning the interpretation or application of the present Agreement that are not settled by negotiation shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission shall apply, *mutatis mutandis*, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.

58. All differences between the United Nations and the Government arising out of the interpretation or application of the present arrangements which involve a question of principle concerning the Convention shall be dealt with in accordance with the procedure set out in Section 30 of the Convention.

IX. SUPPLEMENTAL ARRANGEMENTS

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

X. LIAISON

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

XI. MISCELLANEOUS PROVISIONS

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

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

63. The present Agreement shall remain in force until the departure of the final element of UNMISS from South Sudan, except that:

- (a) the provisions of paragraphs 50, 53, 57 and 58 shall remain in force;
- (b) the provisions of paragraphs 54 and 55 shall remain in force until all claims made in accordance with the provisions of paragraph 54 have been settled.

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

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

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

Done at Juba on the 8th August of the year 2011.

For the Government of the Republic of
South Sudan

[Signed] H.E. DENG ALOR KUOL

Minister of Foreign Affairs and Interna-
tional Cooperation

For the United Nations

[Signed] HILDE FRAFJORD JOHNSON

Special Representative of The Secretary-
General

SUPPLEMENTAL ARRANGEMENTS TO THE UNMISS SOFA BETWEEN THE UNITED NATIONS AND
THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN

The United Nations, as represented by the Secretary-General's Special Representative in South Sudan Ms. Hilde F. Johnson, and the Government of the Republic of South

Sudan ('Government'), as represented by its Minister of Foreign Affairs and International Cooperation, H.E. Deng Alor Kuol;

Recalling the provisions of paragraph 59 of the Status of Forces Agreement between the United Nations and the Government of the Republic of South Sudan concerning the United Nations Mission in South Sudan (the 'UNMISS SOFA'), whereby the Special Representative of the Secretary-General and the Government may conclude supplemental arrangements to the present Agreement;

Hereby agree:

(i) That United Nations sub-contractors will only benefit from exemptions, including tax exemptions, in respect of activities which are related to the performance of their services in support to UNMISS, through the UNMISS main contractor.

(ii) That UNMISS will provide to the Government information regarding the activities of sub-contractors in support to UNMISS through its main contractors, to ensure that no abuses of exemptions, including tax exemptions, occur.

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 Supplemental Arrangements.

Done at Juba on the 8th August of the year 2011.

For the Government of the Republic of
South Sudan

[Signed] H.E. DENG ALOR KUOL

Minister of Foreign Affairs and International Cooperation

For the United Nations

[Signed] HILDE FRAFJORD JOHNSON

Special Representative of The Secretary-General

(I) The Government of the Kingdom of Saudi Arabia Contribution Agreement to launch the United Nations Center for Counter-Terrorism (UNCCT). New York, 19 September 2011**

The parties to this Contribution Agreement are the Government of the Kingdom of Saudi Arabia, represented by its Permanent Mission to the United Nations (hereinafter, "the Government"), and the United Nations, represented by the Department of Political Affairs and its Counter-Terrorism Implementation Task Force (hereinafter, "the CTITF"). The Government and DPA/CTITF are collectively referred to as the "Parties" and individually as a "Party".

In 2005, the Kingdom of Saudi Arabia convened the International Counter-Terrorism Conference in Riyadh, Saudi Arabia. At the Conference, The Custodian of the Two Holy Mosques, King Abdullah bin Abdul Aziz, proposed the creation of a centre to support international efforts under the aegis of the UN to enhance international counter-terrorism cooperation;

Noting with appreciation the efforts and leadership of Saudi Arabia and other Member States in countering international terrorism;

* Entered into force on 19 September 2011 by signature, in accordance with its provisions.

Reaffirming the United Nations Global Counter-Terrorism Strategy, contained in the General Assembly resolution 60/288 of 8 September 2006, and recalling the Assembly resolution 62/272 of 5 September 2008, which called for, *inter alia*, an examination in two years of progress made into implementation of the Strategy and for consideration to be given updating it to respond to changes, as provided for in those resolutions;

Recalling General Assembly resolution 64/235 of 24 December 2009 on the institutionalization of the Counter-Terrorism Implementation Task Force, and also recalling the pivotal role of the General Assembly in following up on the implementation and the updating of the Strategy;

Noting that the establishment of the UNCCT will represent the first major institutional development in support of the Counter-Terrorism Implementation Task Force (CTITF) since General Assembly resolution 64/235 in order to ensure overall coordination and coherence in the counter-terrorism efforts of the United Nations system;

Renewing our unwavering commitment to strengthening international cooperation to prevent and combat terrorism in all its forms and manifestations;

Recognizing that international cooperation and any measures undertaken by Member States to prevent and combat terrorism must fully comply with their obligations under international law, including the Charter of the United Nations, in particular the purposes and principles thereof, and relevant international conventions and protocols, in particular human rights law, refugee law and international humanitarian law;

Convinced that the United Nations is the competent organization, with universal membership, to address the issue of international terrorism;

Mindful of the need to enhance the role of the United Nations and the specialized agencies, within their mandates, in the implementation of the Strategy;

Underlining the fact that the Counter-Terrorism Implementation Task Force should continue to carry out its activities within the framework of its mandate, with policy guidance offered by Member States through the interaction with the General Assembly on a regular basis;

Strongly condemn terrorism in all its forms and manifestations, committed by whomever, wherever and for whatever purposes, as it constitutes one of the most serious threats to international peace and security;

Note with appreciation the continued contribution of United Nations entities and all subsidiary organs of the Security Council to the Counter-Terrorism Implementation Task Force (CTITF);

Recall that the UN Global Counter-Terrorism Strategy acknowledged that the question of creating an International Centre to fight terrorism could be considered, as part of international efforts to enhance the fight against terrorism; and

Reaffirm the need to enhance international cooperation in countering terrorism, and in this regard recall the role of the United Nations system in promoting international cooperation and capacity building as one of the elements of the United Nations Global Counter-Terrorism Strategy (60/288) and its follow-up review resolutions (62/272 and 64/297).

Operational Parameters

I. The Kingdom of Saudi Arabia, in its capacity as initial donor, and the United Nations have agreed to collaborate on the establishment and launch the United Nations Centre for Counter-Terrorism (UNCCT) within the CTITF Office;

II. The work of the UNCCT will be supported by an Advisory Board of up to 20 Member States who will be represented, ensuring regional representation, at the Permanent Representative level at the United Nations in New York;

III. The Permanent Representative of Saudi Arabia will be Chairman of the Advisory Board for the first three years. The successor will be designated by the Advisory Board;

IV. The Chairman of the CTITF will be Executive Director of the UNCCT and *ex officio* member and Secretary of the Advisory Board;

V. The Advisory Board's guidance on programme and project proposals, and annual budget and plans, consistent with the United Nations resolutions, including the UN Global Counter-Terrorism Strategy (A/RES 60/288) and its follow-up resolutions, this contribution agreement and the United Nations Staff and Financial Regulations and Rules, will be taken into account by the Executive Director;

VI. The Executive Director of the UNCCT will be responsible for managing all operations of the Centre;

VII. The UNCCT aims to foster international cooperation and implementation of all four pillars of UN Global Counter-Terrorism Strategy at international, regional and national levels. The UNCCT will not take any action related to any intelligence exchange as this is not one of its tasks. It will, *inter alia*, focus on establishment of an electronic database on international cooperation and new trends in cyber world; promoting research linkages between think-tanks and among international, regional and national focal points and experts; series of regional and national outreach and awareness raising and printing, publication and dissemination of UNCCT documents in official UN languages, as UNCCT will support all the UN entities and subsidiary organs that pertain to CTITF;

VIII. The UNCCT work must be consistent with the United Nations Global Counter-Terrorism Strategy and its follow up resolutions; and

IX. The UNCCT work will be managed under the United Nations rules and regulations.

Financial Facts and Distribution

I. The Kingdom of Saudi Arabia will contribute an amount of US\$9 million to the United Nations Department of Political Affairs Trust Fund for Counter Terrorism, under the subhead "The United Nations Centre for Counter Terrorism (UNCCT)",^{*} to support the establishment, creation, and the implementation of the UNCCT during the first three years. This amount will be disbursed over a span of three years, and will be administered in accordance with the Terms of Reference of the above-referenced UN Trust Fund:

- a. US\$3 million annually for the first three years.

¹ The trust code will be provided after signing of this agreement.

b. US\$1 million as a contingency budget, subject to a request from the Executive Director to the Permanent Mission of Saudi Arabia.

II. The first tranche of funding for year one of the UNCCT will be transferred to the United Nations within eight weeks of the signing of this Agreement to enable timely launching and initial staffing of the UNCCT. After the signing of the agreement the Executive Director will prepare a letter containing a summary of the first year's budget, draft implementation plan and proposed job descriptions of the initial posts under the UNCCT;

III. The subsequent tranches, each of US\$3 Million, will be released in the first month of each following year upon the receipt of a satisfactory report for the previous year; and

IV. The release of funds for the second and third years will be subject to the overall progress of the UNCCT, an annual consultative meeting with the UNCCT Advisory Board and timely financial and administrative reporting to its donors to demonstrate that the UNCCT is achieving the aims as set out in this agreement.

Reporting

I. The CTITF shall provide the Government with the statements and report prepared in accordance with the United Nations accounting and reporting procedures, including a final narrative and a final financial statement of the UNCCT within six months after the expiration of the agreement.

II. The CTITF shall provide the Advisory Board with UNCCT biannual financial, administrative, budgetary and all other reports as may be requested by the Advisory Board.

Dispute Settlement

I. Any dispute between the United Nations and the Government relating to the interpretation and application of the present Agreement shall be settled amicably by negotiation between the Parties.

Privileges and Immunities

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

Entry into Force and Termination

I. This Agreement shall enter into force upon signature by a duly authorised representative of the H.E. Secretary-General of the United Nations and the Permanent Representative of the Kingdom of Saudi Arabia and will expire at the end of third year from the date of entry into force of this Agreement.

II. On expiration of this Agreement the funds will continue to be held by the CTITF until all expenditures on legally binding commitments incurred by the CTITF have been satisfied from such funds. Thereafter, any surplus remaining in the trust fund shall be used for the UNCCT in consultation with the Government.

In witness thereof, the duly authorized representatives of the Parties affix their signatures below on 19 September 2011.

United Nations	Government of The Kingdom of Saudi Arabia
Representative of the United Nations	Ambassador
Secretary-General	
[Signed] MR. JUN YAMAZAKI	[Signed] ABDALLAH YAHYA A. AL-MOUALLIMI
Assistant Secretary-General, Controller	Permanent Representative to the United Nations

(m) Memorandum of Understanding between the Government of the Republic of Serbia and the United Nations concerning contributions to the United Nations Stand-By Arrangement System. New York, 22 November 2011*

The Government of the Republic of Serbia
and

The United Nations,

Hereinafter referred to as “the Parties”,

Recognizing the need to expedite the provision of certain resources to the United Nations in order to effectively implement in a timely manner, the mandate of the United Nations peacekeeping operations authorized by the Security Council,

Further recognizing that the advantages of pledging resources for peacekeeping operations contribute to enhancing flexibility and low costs,

Have reached the following understanding:

Article I. Purpose

The purpose of the present Memorandum of Understanding is to identify the resources which the Government of the Republic of Serbia has indicated that it will provide to the United Nations for use in United Nations peacekeeping operations under the conditions as specified in this Memorandum of Understanding.

Article II. Description of resources

1. The detailed description of the resources to be provided by the Government of the Republic of Serbia is set out in the Annex* to the present Memorandum of Understanding. The said Annex may be periodically changed with the consent of the Ministry of Defence of the Republic of Serbia and the United Nations Department of Peacekeeping Operations.

2. In the preparation of the Annex, as in the case of its amendments, it is necessary to observe the guidelines for the provision of resources for United Nations Peacekeeping Operations.

* Entered into force provisionally 22 November 2011 by signature, in accordance with article V.

* Not reproduced herein.

Article III. Condition of provision

The final decision on deploying the resources, remains a national decision of the Republic of Serbia.

Article IV. Modifications

The present Memorandum of Understanding may be modified at any time by mutual consent of the Parties, in writing. The modifications shall be applied and take effect in accordance with Article V of this Memorandum of Understanding.

Article V. Entry into effect

This Memorandum of Understanding shall be provisionally applied as of the day of signature and shall enter into force on the day of the receipt of the notification by which the Republic of Serbia through diplomatic channels informs the United Nations that it has concluded the procedure necessary for this Memorandum of Understanding to enter into force in accordance with its national legislation.

Article VI. Termination

This Memorandum of Understanding may be terminated at any time by either Party. The termination takes effect three (3) months upon the day of the receipt of such a notification.

Signed in New York on 22 November 2011, in two originals, in the English language, both texts being equally authentic.

For the Government of the Republic of Serbia

[Signed] DRAGAN ŠUTANOVAC

Minister of Defence

For the United Nations

[Signed] HERVÉ LADSOUS

Under-Secretary-General for Peace-keeping Operations

(n) Memorandum of Understanding between the Government of the Republic of Iraq and the United Nations. Baghdad, 25 December 2011*

In accordance with the principle of the sovereignty of the Republic of Iraq and based on its Constitution; and

In compliance with its commitments under the rules of International Human Rights Law, and

In view of the Government of the Republic Iraq's decision to find a peaceful and durable solution by transferring the individuals of Camp New Iraq to the temporary transitional location (Camp Liberty), in preparation for their departure from the territory of the Republic of Iraq, and

In order to facilitate the repatriation to the home countries of those wishing to do so voluntarily or resettlement in other countries, and

* Entered into force on 25 December 2011 by signature, in accordance with paragraph 9.

Considering the impartial and facilitating role of the United Nations,
The Government of the Republic of Iraq and the United Nations agree to the following:

First: Mechanisms for Transport to the (Temporary) Transit Locations

A. The Government of the Republic of Iraq shall ensure the following:

1. the safety and security of the temporary transit location in the Yamama Hotel at Abu Nousass Street;
2. the safety and security of Camp Liberty;
3. easy access for the UN to the temporary transit locations;
4. safe transportation for the movement of individuals of Camp New Iraq to the temporary transit locations.

B. The Government of the Republic of Iraq shall facilitate the performance by United Nations of the following tasks:

1. conduct of security assessments of Grizzly Base, security units' location outside the Lion's Gate, the temporary transit location in Abu Al-Nuwwas Street and in Camp Liberty (the final temporary transit location);
2. monitor the transit process from Camp New Iraq to the temporary transit locations, including the departure of the residents from Camp New Iraq, their arrival and entry into Camp Liberty;
3. monitor the temporary transit locations.

C. Those Camp New Iraq residents with passports and links to other countries will be treated as priority cases for the transfer to Camp Liberty.

Second: Verification Processes in Camp Liberty:

A. The UNHCR Verification processes aims at:

1. identifying and recording the wishes of individuals (individuals of Camp New Iraq) either to return voluntarily to the Islamic Republic of Iran or to depart to other countries;
2. verifying the identification papers of the individuals of Camp New Iraq and registering them in its data base;
3. the verification process will be completed within a period not exceeding 3 weeks from the date that all necessary equipment for the conduct of the verification process is installed at Camp Liberty.

B. The Government of the Republic of Iraq agrees that UNHCR may carry out the verification process at Camp Liberty and shall facilitate its doing so.

Third: Management of the Temporary Transit Locations

A. The Government of the Republic of Iraq shall undertake the management of the temporary transit locations, and shall ensure the following:

1. the transit locations meet humanitarian and human rights standards;

2. the security of those accommodated at the transit locations and of United Nations personnel carrying out their duties at or near those locations, to be ensured through officers trained for this purpose with the assistance of the United Nations;

3. accommodation infrastructure, hygiene facilities, medical care and facilities for religious observance while taking into consideration the “separation between the sexes” in Camp Liberty. The Government shall allow internal and external communication in accordance with the Iraqi laws;

4. the Government shall facilitate and allow the residents, at their own expense, to enter into bilateral contact with contractors for provision of life support and utilities such as water, food, communications, sanitation, and maintenance and rehabilitation equipment. The Government shall allow residents to move their individual movable assets from Camp New Iraq into Camp Liberty. The Government of the Republic of Iraq shall allow the entry of an adequate number of vehicles for transportation within the camp.

B. The Government of the Republic of Iraq shall permit the United Nations to carry out monitoring of the human rights and humanitarian situation in the temporary transit locations and shall establish procedures for the reporting of complaints.

Fourth: Procedures at Camp Liberty

A. The Government of the Republic of Iraq shall permit and facilitate UNHCR to conduct interviews with the residents of the Camp to identify their status in accordance with its mandate and its operational rules.

B. The Government of the Republic of Iraq shall facilitate consular visits to the individuals of Camp New Iraq at Camp Liberty.

Fifth: The Repatriation or Resettlement of the individuals of Camp New Iraq

A. The Government of the Republic of Iraq, with the assistance of the United Nations shall:

1. request the Islamic Republic of Iran to provide assurances to returnees;
2. facilitate the safe return to the Islamic Republic of Iran of those voluntarily wishing to return there at any time;
3. encourage diplomatic missions to repatriate individuals to the countries with which they are affiliated;
4. mobilize the international community to accept the individuals of Camp New Iraq in other countries;
5. identify persons from the Government of the Republic of Iraq who can be contacted in cases of emergency and who can be reached at anytime.

B. The Government of the Republic of Iraq shall:

1. accompany departing individuals of Camp New Iraq to the departure points or borders;
2. protect the security of United Nations personnel;
3. commit to *non-refoulement* of the individuals of Camp New Iraq to Iran.

Sixth

The Government of the Republic of Iraq shall ensure the substantial involvement of its Ministry of Human Rights in the process including the provision of a liaison officer from the Ministry of Human Rights 24/7 for referral of incidents to the Government of the Republic of Iraq for appropriate action.

Seventh

Determination of refugee status by UNHCR in accordance with its mandate does not necessarily entail conferral of refugee status by the Government of the Republic of Iraq.

Eighth

The Government of the Republic of Iraq and the United Nations shall consult with each other, at the request of either of them, on any difficulties, problems or matters of concern that may arise in the course of the implementation of this memorandum of understanding.

Ninth

This memorandum of understanding shall enter into force as of the date of its signature.

Tenth

This memorandum of understanding is concluded in two original copies in Arabic and English, each text being equally authentic.

Done in Baghdad this 25 day of December, 2011 A.D./ this ____ day of _____,
 _____ AH

[Signed]

First Party
 The Government of the Republic of Iraq
 Represented by
 FALIH AL-FAYYADH
 National Security Advisor

[Signed]

Second Party
 The United Nations
 Represented by
 MARTIN KOBLER
 Special Representative of the Secretary-
 General for Iraq

3. United Nations Development Programme

**(a) Agreement between the Government of the Arab Republic of Egypt and the United Nations Development Programme for the establishment of the UNDP Regional Centre for Arab States in Cairo, Egypt.
New York, 29 July 2010***

The United Nations Development Programme (hereinafter referred to as “UNDP”) and the Government of the Arab Republic of Egypt (hereinafter referred to as “the Government”).

Whereas the General Assembly of the United Nations has established the United Nations Development Programme to support and supplement the national efforts of developing countries at solving the most important problems of their economic development and to promote social progress and better standards of life;

Whereas the United Nations Development Programme is supporting national processes in the Arab States region to accelerate the progress of human development with a view to eradicate poverty and bring about real improvements in people’s lives and opportunities through development, equitable and sustained economic growth, and national capacity development;

Recalling that the United Nations Development Programme decided that the assistance it provides to national development efforts through its country offices, including in the Arab States region, is best supported by devolving its technical, advisory and capacity development services to the regional level;

Recalling that the Executive Board of the United Nations Development Programme endorsed the establishment of UNDP Regional Centres for each geographic bureau, including a Regional Centre for the Arab States Bureau, headed respectively by a Deputy Regional Director, with a view to strengthening UNDP development and management results as well as UN coordination results in the programme countries of the region;

Recalling that UNDP seeks to establish the Regional Centre for the Arab States within the Arab Republic of Egypt, in Cairo;

Whereas the Government of the Arab Republic of Egypt (hereinafter referred to as “the Government”) welcomes the establishment of the UNDP Regional Centre for Arab States in Cairo;

Whereas the Government agrees to grant the UNDP Regional Centre for Arab States (hereinafter referred to as “UNDP/RCC-AS” or “the Centre”) all the necessary privileges, immunities, exemptions and facilities to enable the Centre to perform its functions; and

Recalling that the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 and to which Egypt acceded on 17 September 1948, shall apply to the Centre, its premises, funds and assets as well as to its personnel and their official activities in the Arab Republic of Egypt;

The Government and UNDP have entered into this Agreement in a spirit of friendly cooperation.

* Entered into force on 17 April 2011 by notification, in accordance with article XXVI.

Article I. Definitions

SECTION 1

In this Agreement, the expressions:

- a) “accredited foreign missions in the Host Country” means diplomatic and consular missions and missions of international organizations based in the Arab Republic of Egypt;
- b) “appropriate authorities” means such national or local governmental authorities under the laws and regulations of the Arab Republic of Egypt;
- c) “archives of the UNDP/RCC-AS” means all records, correspondence, documents, manuscripts, computer records, still and motion pictures, film and sound recordings, belonging to or held by the Centre in furtherance of its functions;
- d) “the Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the United Nations General Assembly on 13 February 1946;
- e) “the Director of the Centre” means the head of the Centre in the Arab Republic of Egypt;
- f) “the Host Country” means the Arab Republic of Egypt;
- g) “officials of the Centre” means all staff assigned to the Centre irrespective of nationality, with the exception of those who are locally recruited and assigned to hourly rates as provided for in United Nations General Assembly resolution 76(I) of 7 December 1946;
- h) “the Parties” means UNDP and the Government;
- i) “persons performing services for the Centre” means service contractors, operational experts, volunteers, consultants and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations or firms which UNDP may retain, whether as an Executing Agency or otherwise, to execute or to assist in the execution of UNDP assistance to a project, and their employees.
- j) “premises of the Centre” means the facilities in the Arab Republic of Egypt used for conducting functions by the UNDP/Regional Centre for Arab States;
- k) “property of the Centre” means all property, including funds, income and other assets belonging to the UNDP Regional Centre or held or administered by the Centre in furtherance of the functions of the UNDP Regional Centre;
- l) “the Secretary-General” means the Secretary-General of the United Nations; and
- m) “telecommunications” means any emission, transmission or reception of written or verbal information, images, sound or information of any nature by wire, radio, satellite, optical, fibre or any other electronic or electromagnetic means;

Article II. Purpose and Scope of the Agreement

SECTION 2

- a) This Agreement regulates the status of the UNDP/RCC-AS premises, officials, experts on mission and persons performing services in the Host Country.

SECTION 3

a) Any building in the Arab Republic of Egypt which may be used with the concurrence of the Government for meetings, seminars, training courses, symposiums, workshops and similar activities organized by the UNDP/RCC-AS shall be temporarily included in the seat of the UNDP/RCC-AS. For all such meetings, seminars, training courses, symposiums, workshops and similar activities organized by the UNDP/RCC-AS, the present Agreement shall apply *mutatis mutandis*.

Article III. Application of the Convention

SECTION 4

The Convention shall be applicable to the UNDP/RCC-AS, its property, funds and assets, and to its officials, experts on missions and persons performing services in the Arab Republic of Egypt.

Article IV. Legal Capacity

SECTION 5

- a) The United Nations, acting through UNDP, shall have the capacity:
- (i) to contract;
 - (ii) to acquire and dispose of immovable and movable property;
 - (iii) to institute judicial proceedings;
- b) For the purposes of this Article, UNDP shall be represented by the Director of the UNDP/RCC-AS.

Article V. Inviolability of the UNDP/RCC-AS

SECTION 6

a) The UNDP/RCC-AS shall be inviolable and its property and assets, wherever located in the Host Country and by whomsoever held, shall enjoy immunity from every form of legal process, except insofar as in any particular case immunity shall have expressly been waived in accordance with the Convention. No waiver of immunity from legal process shall extend to any measure of execution.

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

c) The premises and facilities of the UNDP/RCC-AS can be used for meetings, seminars, exhibitions and other related purposes which are organized by the Centre, the United Nations or other related organizations.

d) The premises of the UNDP/RCC-AS shall not be used in any manner incompatible with the scope and purpose of the Centre, as set forth in Article II, above.

SECTION 7

The archives of the UNDP/RCC-AS, and in general all documents and materials made available, belonging to or used by it, wherever located in the Host Country and by whomsoever held, shall be inviolable.

Article VI. Public Services

SECTION 8

a) The appropriate authorities shall facilitate, upon request by the Director of the UNDP/RCC-AS and under terms and conditions not less favourable than those accorded by the Government to any diplomatic mission, access to all public services needed by the UNDP-RC such as, but not limited to, utility, power and communications services.

b) In case where public services referred to in paragraph (a), above, are made available to the UNDP/RCC-AS by the competent authorities, or where the prices thereof are under their control, the rate for such services shall not exceed the lowest comparable rates accorded to diplomatic missions.

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

d) The provisions of this Article shall not prevent the reasonable application of fire protection or sanitary regulations of the Arab Republic of Egypt.

Article VII. Security

SECTION 9

a) The Government acting through the appropriate authorities shall ensure the security and protection of the UNDP RCC-AS premises throughout the Arab Republic of Egypt as is required for the effective performance of their functions and activities, and shall exercise diligence to ensure that the tranquility of the premises is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

b) If so requested by the Director of UNDP/RCC-AS, the appropriate authorities shall provide necessary assistance for the preservation of law and order in the premises and for the removal therefrom of persons as requested by the Director of UNDP/RCC-AS.

Article VIII. Exemption from Taxation

SECTION 10

The UNDP/RCC-AS, its assets, funds and other property shall enjoy:

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

b) Exemption from customs tax and all other taxes as well as from prohibitions and restrictions on the import or export of materials imported or exported by the UNDP/RCC-AS for its official use, it being understood that tax free imports cannot be sold in the Arab Republic of Egypt except under conditions agreed to by the appropriate authorities.

c) Exemption from all prohibitions and restrictions on the import or export of publications, still and moving pictures, films, tapes, diskettes and sound recordings imported, exported or published by the UNDP/RCC-AS within the framework of its official activities.

Article IX. Financial Transactions

SECTION 11

a) Without restricting the property and assets of the UNDP/RCC-AS in accordance with Article II, Section 5 of the Convention, the UNDP/RCC-AS may, in order to carry out its activities:

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

Article X. Communications

SECTION 12

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

SECTION 13

a) The Government shall secure the inviolability of the official communications of the UNDP/RCC-AS, whatever the means of the communications employed, and shall not apply any censorship to such communications.

b) The UNDP/RCC-AS shall have the right to operate communication equipment including satellite facilities and to use codes and to dispatch and receive correspondence by couriers and bags. The bags must bear visibly the United Nations emblem and may contain only documents or articles intended for official use, and the courier shall be provided with a courier certificate issued by the United Nations. The UNDP/RCC-AS and the Host Country may discuss any relevant procedures if necessary relating to operation of the communications equipment and facilities, subject to the Convention and this Agreement.

Article XI. Participants in United Nations' Meetings

SECTION 14

a) Representatives of members of the United Nations invited to meetings, seminars, training courses, symposiums, workshops and similar activities organized by the UNDP/RCC-AS shall, while exercising their functions, enjoy the privileges and immunities as set out in Article IV of the Convention.

b) The Government, in accordance with relevant United Nations principles and practices and the present Agreement, shall respect the complete freedom of expression of all participants of meetings, seminars, training courses, symposiums, workshops and similar activities organized by the UNDP/RCC-AS, to which the Convention shall be applicable. All participants and persons performing functions in connection with the meetings, seminars, training courses, symposiums, workshops and similar activities organized by the UNDP/RCC-AS shall enjoy immunity from legal process in respect of words spoken and acts done in connection therewith.

Article XII. Officials of the UNDP/RCC-AS

SECTION 15

a) Officials shall enjoy in the Host Country the same privileges, immunities and facilities as applicable to officials assigned to the mission of the United Nations Development Programme in Egypt in accordance with the Agreement concerning assistance by the United Nations Development Programme to the Government of Egypt, concluded at Cairo on 19 January 1987.

b) In particular, and taking into consideration the Convention, United Nations Officials of Egyptian nationality, assigned to the Centre, shall be exempt from all taxes on the salaries and emoluments paid to them by the United Nations. UNDP shall inform the appropriate Egyptian authorities of those Officials, and provide the Government with written confirmation of such assignment. Persons of Egyptian nationality, who do not fulfil the conditions for the exemption, shall not be entitled to exemption under this agreement from payment of taxes imposed by the Egyptian Government.

SECTION 16

a) Without prejudice to the provisions of the above Article, the Director of UNDP/RCC-AS shall enjoy during his or her residence in the Host Country privileges, immunities and facilities granted to diplomatic envoys, in accordance with international law. Furthermore, without prejudice to the provisions of the above Article, the Deputy Director of the UNDP/RCC-AS shall be accorded the privileges, immunities and facilities granted to diplomatic staff at missions accredited to the Host Country. Their names shall be included on the diplomatic list.

b) The privileges, immunities and facilities referred to above shall also be accorded to a spouse and dependent members of the family of the Centre's officials concerned.

Article XIII. Experts on Mission

SECTION 17

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

Article XIV. Persons Performing Services

SECTION 18

a) Persons performing services on behalf of the United Nations shall:

- (i) be immune from legal process in respect of words spoken or written and all acts performed by them in carrying out United Nations programmes or other related activities under this Agreement. Such immunity shall continue to be accorded after termination of employment with the United Nations.
- (ii) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys.
- (iii) be exempt from taxation on the fees paid to them by the United Nations, unless they are nationals of the Host Country, in which case they shall not be entitled to such exemption.

b) For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services on behalf of the United Nations may be accorded such other privileges, immunities and facilities as specified in Articles XII and XIII above, as may be agreed upon between the Parties, except for Egyptian nationals employed locally, who shall only enjoy immunity from legal process.

Article XV. Locally-recruited personnel assigned to hourly rates

SECTION 19

a) The terms and conditions of employment for persons recruited locally and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including UNDP.

b) Personnel recruited in the Arab Republic of Egypt and assigned to hourly rates shall be accorded immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNDP.

Article XVI. Waiver of Immunity

SECTION 20

The privileges and immunities accorded under the present Agreement are granted in the interests of the United Nations and not for the personal benefit of the persons concerned. The Secretary-General shall have the right and the duty to waive the immunity of any individual referred to in Articles XII, XIII, XIV and XV in any case where, in his

opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the Organization.

Article XVII. Cooperation with the appropriate authorities

SECTION 21

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

SECTION 22

Without prejudice to the privileges and immunities referred to in this Agreement, the UNDP/RCC-AS shall co-operate at all times with the appropriate authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the facilities, privileges and immunities accorded to persons referred to in the present Agreement.

Article XVIII. Liability

SECTION 23

The Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims in the Arab Republic of Egypt, arising from or directly attributable to the implementation of operations under present Agreement, which may be brought by third parties against the UNDP or an Executing Agency, their officials, experts on mission, persons performing services, and shall hold them harmless in respect of claims or liabilities. The foregoing provision shall not apply where the Parties are agreed that a claim or liability arises from the gross negligence or willful misconduct of the above-mentioned individuals.

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

SECTION 24

All persons referred to in this Agreement including all participants in meetings, seminars, training courses, symposiums, workshops and similar activities organized by the UNDP/RCC-AS shall have the right of unimpeded entry into, exit from, sojourn and free movement within the Host Country. Visas, entry permits or licenses, where required, shall be granted as promptly as possible and free of charge.

Article XX. Laissez-Passer

SECTION 25

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

and accept the United Nations certificate issued to persons travelling on official business of the United Nations.

SECTION 26

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

SECTION 27

Similar facilities to those specified in Section 26, above, shall be accorded to experts and other persons who, though not the holders of United Nations *laissez-passer*, are confirmed by the Centre as travelling on official business of the United Nations.

Article XXI. Identification Cards

SECTION 28

a) The Director and Deputy Director, who hold a United Nations *laissez-passer*, shall be granted diplomatic identity cards by the appropriate authorities of the Host Country.

b) All other officials than those addressed in paragraph (a) above, holding a United Nations *laissez-passer*, shall be granted identity cards by the appropriate authorities of the Host Country as provided to international organizations.

c) Any other individuals holding certificates shall be granted temporary identity cards by the appropriate authorities of the Host Country subject to a minimum period of service to be agreed upon between the UNDP/RCC-AS and the Host Country.

Article XXII. United Nations Flag and Emblem

SECTION 29

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

Article XXIII. Social Security

SECTION 30

a) The Parties agree that, owing to the fact that the officials of the United Nations are subject to the United Nations Staff Regulations and Rules, including Article VI thereof, which establishes a comprehensive social security scheme, the United Nations and its officials, irrespective of nationality, shall be exempt from the laws of the host country on mandatory coverage and compulsory contributions to the social security schemes of the Host Country during their appointment with UNDP.

b) The provisions of paragraph (a) above shall apply *mutatis mutandis* to the members of families forming part of the household of persons referred to in paragraph (a)

above, unless they are employed or self-employed in the Host Country or receive social security benefits from the Government.

Article XXIV. Access to the Labour Market for Family Members and Issuance of Visas and Residence Permits to Household Employees

SECTION 31

a) The appropriate authorities shall grant working permits for spouses of officials assigned to the UNDP/RCC-AS whose duty station is in the Host Country, and their children forming part of their household who are under 21 years of age or economically dependent. Without prejudice to the foregoing, the regulations of the Host Country shall apply in connection to granting of permits for spouses and children.

b) The competent authorities shall issue visas and residence permits and any other documents, where required, to household employees of officials assigned to the Centre as speedily as possible.

Article XXV. Settlement of Disputes

SECTION 32

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

Article XXVI. Final Provisions

SECTION 33

a) It is the understanding of the Parties that if the Government enters into any Agreement with an intergovernmental organization containing terms and conditions more favourable than those extended to UNDP under this present Agreement, such terms and conditions shall be extended to UNDP at its request, by means of a supplemental Agreement.

b) The seat of the UNDP/RCC-AS shall not be removed from the premises unless UNDP so decides.

SECTION 34

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

SECTION 35

a) This Agreement shall enter into force upon receipt by UNDP of a notification from the Government indicating that the internal procedures necessary for the Agreement's entry into force have been completed. Pending entry into force of this Agreement, the Agreement concluded between the Arab Republic of Egypt and UNDP on 19 January 1987 relating to UNDP's assistance to the country shall apply, *mutatis mutandis*, to the UNDP/RCC-AS and its personnel.

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

c) This Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of the activities of the UNDP/RCC-AS, and the resolution of any dispute between the Parties.

In witness whereof the undersigned, being the duly appointed representatives of the respective Parties, have signed this Agreement in the English and Arabic languages, in duplicate. For the purposes of interpretation and in case of conflict, the English text shall prevail.

Done at New York, this 29th day of July, 2010.

[Signed]

For the Government of the Arab Republic
of Egypt

[Signed]

For the United Nations Development Pro-
gramme

(b) Agreement between the Government of Malaysia and the United Nations Development Programme concerning the establishment of the UNDP Global Share Service Centre. Kuala Lumpur, 24 October 2011*

The Government of Malaysia as represented by the Ministry of Finance (hereinafter referred to as "the Government") and the United Nations Development Programme (hereinafter referred to as "UNDP"), hereinafter referred to singularly as "the Party" and collectively as the "Parties";

Desiring to establish favorable conditions for the establishment and operation of UNDP Global Shared Service Centre (hereinafter referred to as the "GSSC") in Malaysia, as well as activities of UNDP related thereto;

* Entered into force provisionally on 24 October 2011 and definitively on 22 November 2011 by notification, in accordance with article 16.

Wishing, in that connection, to affirm the legal status of UNDP in Malaysia for purposes of the GSSC, as well as the undertakings of UNDP and the Government with respect to UNDP for such purposes;

Have agreed as follows:

Article 1. Definitions

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

1. “basic Agreement” means: Agreement between United Nations Special Fund and the Government of the Federation of Malaya concerning assistance from the Special Fund dated 25 July 1961, Standard Agreement of 1 March 1962 and Standard Agreement on Operational Assistance of 10 May 1968;
2. “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;
3. “experts” mean persons, other than Officials and Persons Performing Services for UNDP, undertaking missions for the purposes of the Office and coming within the scope of Article VI of the Convention;
4. “office” means the UNDP GSSC in Malaysia;
5. “officials” means officials of UNDP under the terms of the Convention for the purposes of the Office and does not include persons who are both recruited locally and assigned to hourly rates;
6. “premises of the Office” means the buildings or parts of buildings used by the Office to perform its functions;
7. “persons Performing Services for UNDP” means, other than Officials and Experts, operational experts, volunteers, consultants and juridical as well as natural persons and their employees, engaged by UNDP to perform services in the execution of the Office’s functions, and includes nongovernmental organizations or firms which UNDP may retain to execute or to assist in the execution of the Office’s functions under this Agreement, and their employees.

Article 2. Undertakings of UNDP

1. UNDP shall establish the Office for the purposes of providing administrative services for UNDP worldwide, and shall, at its own expense and discretion in accordance with its own regulations, rules, policies and procedures, assign Officials to the Office, as well as support its operation as set forth herein.
2. The Office shall be an integral part of UNDP and serve as an outpost of UNDP Headquarters and references to UNDP herein, wherever the context requires, are understood to include the Office. It shall be under the control and authority of UNDP, which shall have the right to make internal regulations applicable to the Office and to establish the necessary conditions for its operation.
3. UNDP may appoint or assign, in accordance with its own regulations, rules, policies and procedures, Officials, Experts and Persons Performing Services for UNDP, as is deemed necessary by UNDP, to staff or provide support to the work of the Office.

4. UNDP shall notify the Government periodically of the names of Officials. UNDP shall also notify the Government of any changes in their status.

Article 3. Undertakings of the Government

1. Without prejudice to the Basic Agreement, the Government shall provide or make available to UNDP, as mutually agreed upon, appropriate office premises for the Office, as well as the facilities and services as set forth herein and in Appendix A^{*} of this Agreement, including:

- a. upon application by UNDP, the issuance of all government-issued permits and licenses for the importation of supplies, equipment and other materials that UNDP deems necessary under this Agreement for the operation of the Office, as well as the facilitation and assistance with respect to issuance of all other permits and licenses for these purposes;
- b. basic utility costs, such as water and electricity;
- c. assistance in identifying agents to help UNDP in the location and/or provision of suitable housing accommodation for internationally recruited personnel; and
- d. access to facilities for receiving medical care and hospitalization by Officials, Experts and Persons Performing Services for the Office.

2. The appropriate authorities of the Government shall exercise due diligence to ensure the security and protection of the Office, and to ensure that the security and tranquility of the Office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

3. The Government shall facilitate:

- a. the entry into and departure from Malaysia of the Officials, Experts, Persons Performing Services for UNDP, representatives of Members, their spouses and dependants, and other persons invited by the Office, for official business;
- b. visas that may be required for persons referred to in paragraph (a) above shall be granted free of charge and without delay. No activity performed by any such person referred to in paragraph (a) above, in his/her capacity shall constitute a reason for preventing his/her entry into Malaysia or for requiring him/her to leave Malaysia except as provided for under the Convention.

4. In the event that the Government considers that there are any issues of national security, national interest, public order or public health that will affect its ability to adhere to the Undertakings in this Agreement, the Government will promptly notify UNDP and the Parties shall mutually agree on a way forward.

Article 4. Legal Status of UNDP

The Government shall, for the purposes of this Agreement, guarantee to UNDP the independence and freedom of action belonging to it as a subsidiary organ of the United Nations under the Convention. The Government recognizes the juridical personality of UNDP and it shall have the capacity to contract, to acquire and dispose immovable and movable property and to institute and be party to legal proceedings.

^{*} Appendix A on Facilities and Services not reproduced herein.

Article 5. Privileges and Immunities

1. Both Parties agree that the terms of the Basic Agreement on privileges and immunities shall apply to UNDP for purpose of this Agreement.

2. Spouses of internationally recruited Officials, who are not nationals or permanent residents of Malaysia, shall be allowed to access gainful employment in Malaysia subject to the laws and regulations of Malaysia.

Article 6. Laissez-Passer

1. The Government and other appropriate authorities of the Country shall recognize and accept the United Nations Laissez-Passer issued to Officials as a valid travel document equivalent to a passport.

2. The Government shall provide multiple entry visas of no less than one year duration to holders of the United Nations Laissez-Passer designated in writing by the Head of Office as requiring such a visa. Applications for visas from other holders of a United Nations Laissez-Passer shall be dealt with as speedily as possible.

Article 7. Facilities in Respect of Communications

Without prejudice to the rights of UNDP under the Convention, the Office shall have the right to operate radio and other telecommunication equipment, whether on United Nations registered frequencies in accordance with any agreement with the United Nations for that purpose or those allocated by the Government.

Article 8. Waiver of Privileges and Immunities

1. The privileges and immunities accorded under this Agreement are granted in the interests of UNDP, and not for the personal benefit of the persons concerned. The Secretary-General shall have the right and the duty to waive the immunity of any Official in any case where, in the opinion of the Secretary-General, such immunity would impede the course of justice and can be waived without prejudice to the interests of the Organization.

2. UNDP and its Officials shall cooperate at all times with the appropriate authorities of the Government 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 by this Agreement.

Article 9. Respect for the Laws and Regulations of Malaysia

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 Malaysia. They also have the duty not to interfere in the internal affairs of Malaysia.

Article 10. Supplementary Agreements

The Parties may enter into such supplementary agreements as may be necessary.

Article 11. Confidentiality

1. Each Party, in accordance with its own regulations, rules, policies and procedures, shall undertake to observe the confidentiality of documents, information and other data received or supplied to the other Party during the period of the implementation of this Agreement or any other agreements made pursuant to this Agreement.

2. Both Parties agree that the provisions of this Article shall continue to be binding between the Parties notwithstanding the termination of this Agreement.

Article 12. Notices

Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing and delivered to the address of the Government or UNDP, as the case may be, shown below or to such other address, as either Party may have notified the sender and shall unless otherwise provided herein be deemed to be duly given or made, in the case of delivery in person, when delivered to the recipient at such address which is duly acknowledge:

(i) to the Government:

Accountant General of Malaysia
Accountant General's Department of Malaysia
Level 8, Ministry of Finance Complex
No. 1; Persiaran Perdana, Precinct 2
Federal Government Administrative Centre
62594 Putrajaya
Malaysia
Tel No: 603-8882 1000
Fax No: 603-8889 5821

(ii) to UNDP:

United Nations Development Programme
Wisma UN, Block C, Kompleks Pejabat Damansara
Jalan Dungun, Damansara Heights
50490 Kuala Lumpur
Tel No: 603 2095 9122/ 20959133
Fax No: 603 2095 2870

Article 13. Revision, Modification and Amendment

1. Either Party may request in writing a revision, modification or amendment of all or any part of this Agreement.

2. Any revision, modification or amendment agreed to by the Parties shall be made in writing and shall form an integral part of this Agreement.

3. Such revision, modification or amendment shall come into force on such date as may be determined by the Parties.

4. Any revision, modification or amendment shall not prejudice the rights and obligations arising from or based on this Agreement prior or up to the date of such revision, modification or amendment.

Article 14. Settlement of Disputes

1. Any dispute between the Parties concerning the interpretation or implementation of this Agreement that is not settled by consultation, negotiation or other agreed method of settlement, shall, at the request of either Party, be referred to a tribunal of three arbitrators, one to be appointed by the Government, one to be appointed by UNDP and the third to be appointed by the two arbitrators, who shall be the chairman. If, within thirty 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.

2. The procedure of arbitration shall be determined by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article 15. Other Agreements and Arrangements

1. This Agreement shall not affect:

- a. the role or status of the UNDP Country Office based in Malaysia and operating in accordance with the Basic Agreement, nor its Officials, Experts and Persons Performing Services for it;
- b. the status of the UNDP Resident Representative based in Malaysia as the principal representative of UNDP in Malaysia for purposes of the Basic Agreement.

2. It is the understanding of the Parties that if the Government enters into any agreement with an intergovernmental organization containing terms and conditions more favorable than those extended to the UNDP under this present Agreement, such terms and conditions shall be considered by the Government to be extended to UNDP at its request, by means of a supplemental agreement.

Article 16. Entry into Force and Duration

1. This Agreement shall enter into force upon date of receipt by UNDP of a notification from the Government indicating that the internal procedures necessary for the Agreement's entry into force have been completed.

2. This Agreement shall apply, on an interim basis, as of the date of its signature.

3. This Agreement shall remain in force for a period of 15 years, with an option for the Parties to agree to extend the term, unless sooner terminated by either Party as provided under Article 17 below.

Article 17. Termination

Either Party may terminate this Agreement by notifying the other Party of its intention to terminate this Agreement by a notice in writing through diplomatic channels, at least twelve (12) months prior to its intention to do so. Notwithstanding the foregoing, any termination of this Agreement shall be without prejudice to:

1. the orderly cessation of any ongoing UNDP activities and the resolution of any disputes between the Parties; and
2. subject to the settlement of any outstanding obligations incurred prior to the date of termination of this Agreement.

In witness whereof the undersigned, duly appointed representatives of the Government and United Nations Development Programme, respectively, have on behalf of the Parties signed the present Agreement in the English Language in two copies at Kuala Lumpur this twenty-fourth day of October 2011.

For the Government of Malaysia

[Signed] TAN SRI DR. WAN ABD AZIZ
BIN WAN ABDULLAH

Secretary General
Ministry of Finance Malaysia

For the United Nations Development Programme

[Signed] MR. KAMAL MALHOTRA

Resident Representative
United Nations Development Programme
for Malaysia, Singapore and Brunei

4. United Nations Population Fund

(a) Agreement between the United Nations Population Fund and the Government of the Republic of Turkey for the Establishment of the UNFPA Eastern Europe and Central Asia Regional Office in Istanbul, Turkey. New York, 1 July 2010*

The United Nations Population Fund (hereinafter referred to as “UNFPA”) and the Government of the Republic of Turkey (hereinafter referred to as “the Government”).

Whereas the General Assembly of the United Nations established UNFPA pursuant to General Assembly resolution 3019 (XXVII) of 18 December 1972;

Whereas UNFPA is assisting Governments in the region of Eastern Europe and Central Asia with respect to the formulation, adoption and implementation of their population policies and development strategies in national development plans;

Whereas the Executive Board of the United Nations Development Programme (“UNDP”) and UNFPA, in its decision 2007/43 of 14 September 2007, approved a new organizational structure for UNFPA, including a Regional Office of UNFPA for Eastern Europe and Central Asia;

Whereas the Government welcomes the establishment of the UNFPA Eastern Europe and Central Asia Regional Office in the city of Istanbul;

Whereas the Government agrees to grant the UNFPA Eastern Europe and Central Asia Regional Office all the necessary privileges, immunities, exemptions and facilities to enable the Office to perform its functions; and

Recalling that the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 and to which

* Entered into force on January 2011 by notification, in accordance with article XXIV.

the Government acceded on 22 August 1950, shall apply to the Eastern Europe and Central Asia Regional Office, its premises, funds and assets as well as to its personnel and their official activities in the Republic of Turkey;

The Government and UNFPA have entered into this Agreement in a spirit of friendly cooperation.

Article I. Definitions

SECTION 1

In this Agreement, the expressions:

- a) “accredited foreign missions in the Host Country” means diplomatic and consular missions and missions of international organizations based in the Host Country;
- b) “appropriate authorities” means such national or local governmental authorities under the laws and regulations of the Host Country;
- c) “archives of the Office” means all records, correspondence, documents, manuscripts, computer records, still and motion pictures, film and sound recordings, belonging to or held by the Office in furtherance of its functions;
- d) “the Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the United Nations General Assembly on 13 February 1946;
- e) “the Office” means the UNFPA Eastern Europe and Central Asia Regional Office;
- f) “the Director of the Office” means the head of the Office in the Host Country;
- g) “the Host Country” means Turkey;
- h) “officials of the Office” means all staff members assigned to the Office irrespective of nationality, with the exception of those who are locally recruited and assigned to hourly rates as provided for in United Nations General Assembly resolution 76(I) of 7 December 1946;
- i) “the Parties” means UNFPA and the Government;
- j) “persons performing services for the Office” means service contractors, consultants and persons retained on special services agreements;
- k) “premises of the Office” means the facilities in the Host Country used for conducting functions by the Office;
- l) “property of the Office” means all property, including funds, income and other assets belonging to the Office or held or administered by the Office in furtherance of the functions of the Office;
- m) “the Secretary-General” means the Secretary-General of the United Nations; and
- n) “telecommunications” means any emission, transmission or reception of written or verbal information, images, sound or information of any nature by wire, radio, satellite, optical, fibre or any other electronic or electromagnetic means.

Article II. Purpose and Scope of the Agreement

SECTION 2

The seat of the Office shall be established in Istanbul, in the Republic of Turkey to carry out the functions of a Regional Office of UNFPA for Eastern Europe and Central Asia. This Agreement regulates the status of the Office premises, officials, experts on mission and persons performing services for the Office in the Host Country.

SECTION 3

Any building in the Host Country which may be used with the concurrence of the Government for meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office shall be temporarily included in the seat of the Office. For all such meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office, the present Agreement shall apply *mutatis mutandis*.

Article III. Application of the Convention

SECTION 4

The Convention, as acceded to by the Republic of Turkey, shall be applicable to the Office, its property, funds and assets, and to its officials, experts on missions and persons performing services for the Office in the Host Country.

Article IV. Legal Capacity

SECTION 5

- a) The United Nations, acting through UNFPA, shall have the capacity:
 - (i) to contract;
 - (ii) to acquire and dispose of immovable and movable property;
 - (iii) to institute judicial proceedings;
- b) For the purposes of this Article, UNFPA shall be represented by the Director of the Office.

Article V. Inviolability of the Office

SECTION 6

a) The Office shall be inviolable. The Office, its property and assets, wherever located in the Host Country and by whomsoever held, shall enjoy immunity from every form of legal process, except insofar as in any particular case immunity shall have expressly been waived in accordance with the Convention. No waiver of immunity from legal process shall extend to any measure of execution.

b) No officer or official of the Host Country or person exercising any public authority within the Host Country, shall enter the Office premises to perform any duties therein except with the consent of, and under conditions approved by the Director of the Office. In case of a fire or other emergency requiring prompt protection action, the consent of the

Director of the Office to any necessary entry into the premises shall be presumed if he or she cannot be reached in time.

c) The premises of the Office can be used, in accordance with Article II, section 3, of this Agreement, for meetings, seminars, exhibitions and other related purposes which are organized by the Office, the United Nations, Specialized Agencies of the United Nations as well as other international, intergovernmental organizations brought into a relationship with the United Nations.

d) The premises of the Office shall not be used in any manner incompatible with the scope and purpose of the Office, as set forth in Article II, above.

SECTION 7

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

Article VI. Public Services

SECTION 8

a) The appropriate authorities shall facilitate, upon request by the Director of the Office and under terms and conditions not less favourable than those accorded by the Government to any diplomatic mission, access to all public services needed by the Office such as, but not limited to, utility, power and communications services.

b) In case where public services referred to in paragraph (a), above, are made available to the Office by the competent authorities, or where the prices thereof are under their control, the rate for such services shall not exceed the lowest comparable rates accorded to diplomatic missions.

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

d) The provisions of this Article shall not prevent the reasonable application of fire protection or sanitary regulations of the Host Country.

Article VII. Security

SECTION 9

a) The Government acting through the appropriate authorities shall ensure the security and protection of the Office premises throughout the Host Country as is required for the effective performance of the functions and activities of the Office, and shall exercise diligence to ensure that the tranquility of the premises is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

b) If so requested by the Director of the Office, the appropriate authorities shall provide necessary assistance for the preservation of law and order in the premises and for the removal therefrom of offenders as requested by the Director of the Office.

Article VIII. Exemption from Taxation

SECTION 10

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

- a) exemption from all direct taxes as well as exemption from value added tax and property tax in connection with the official activities of the Office; it being understood, however, that the Office shall not request exemption from taxes which are in fact no more than charges for public utility services rendered by the competent authorities or by a corporation under the laws and regulations of the Government at a fixed rate according to the amount of services rendered, and which can be specifically identified, described and itemized.
- b) exemption from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the United Nations for its official use. It is understood, however, that articles imported under such exemption will not be sold in the country into which they were imported except under conditions agreed with the Government of that country.
- c) exemption from all prohibitions and restrictions on the import or export of its publications, including still and moving pictures, films, tapes, diskettes and sound recordings.

Article IX. Financial Transactions

SECTION 11

Without restricting the property and assets of the Office in accordance with Article II, Section 5 of the Convention, the Office may, in order to carry out its activities:

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

Article X. Communications

SECTION 12

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

SECTION 13

- a) The Government shall secure the inviolability of the official communications of the Office, whatever the means of the communications employed, and shall not apply any censorship to such communications.

b) The Office shall have the right to operate communication equipment including satellite facilities and to use codes and to dispatch and receive correspondence by couriers and bags. The bags must bear visibly the United Nations emblem and may contain only documents or articles intended for official use, and the courier shall be provided with a courier certificate issued by the United Nations. The Office and the Host Country may discuss any relevant procedures if necessary relating to operation of the communications equipment and facilities, subject to the Convention and this Agreement.

Article XI. United Nations Meetings

SECTION 14

The United Nations and the Government shall conclude appropriate conference agreements in accordance with the relevant principles and practices of the United Nations for meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office.

Article XII. Officials of the Office

SECTION 15

a) Officials shall enjoy in the Host Country the following privileges, immunities and facilities:

- i) immunity from legal process in respect of words spoken and written and all acts performed by them in their official capacity. Such immunity shall continue in force after termination of employment with UNFPA or the United Nations;
- ii) immunity from seizure of their personal and official effects and baggage;
- iii) exemption from taxation on the salaries and emoluments paid to them by the United Nations, exemption from taxation on all income and property, for themselves and for their spouses and dependent members of their families in so far as such income derives from sources, or in so far as such property is located, outside the Host Country;
- iv) exemption from any national service obligations, including, but not limited to, military service, in the Host Country;
- v) exemption, for themselves and for their spouses and dependent members of their families, from immigration restrictions or alien registration procedures;
- vi) in regard to foreign exchange, including holding accounts in foreign currencies, enjoyment of the same facilities as are accorded to members of diplomatic missions accredited to the Host Country;
- vii) the same protection and repatriation facilities with respect to themselves, their spouses, and dependent members of their families as are accorded in times of international crisis to diplomatic envoys;
- viii) the right to import for their personal use, free of customs duties and all taxes (including value added and sales tax), prohibitions and restrictions on imports: within six months of taking up residence in the Host Country, their furniture, household and personal effects and the right to re-export such materials without

customs duty or taxes on the termination of their functions in the Host Country. Such material shall not be for sale in the local market without paying customs duty or any other applicable tax. The Government shall give due consideration to any request for extension or waiver of the six month period that is substantiated by the Official concerned and supported by the UNFPA;

in accordance with existing Government regulations, one automobile at a time. Automobiles imported in accordance with this provision may be sold in the Host Country at any time after their importation, subject to the applicable regulations of the Host Country;

reasonable quantities of certain articles including liquor, tobacco and foodstuff, for personal use or consumption and not for gift or sale, in accordance with existing Government regulations;

- ix) exemption from vehicles tax and related taxes;
- x) officials shall be entitled, on the termination of their functions in the Host Country, to export their furniture and personal effects, including motor vehicles, without duties and taxes;
- xi) for themselves and members of their families, on terms not less favourable than citizens of the Host Country, the right of access to universities and other institutions of higher education, in accordance with the applicable entry requirements for such institutions, for the purpose of obtaining graduate and postgraduate degrees and related training leading to the attainment of the relevant educational and professional qualifications required in the Host Country.

b) Officials of the nationality of the Host Country or with permanent residency status in the Host Country shall enjoy only those privileges and immunities provided for in Section 18 of the Convention, subject to the reservations established by the Host Country upon its accession to the Convention.

c) In accordance with the provisions of Section 17 of the Convention, the appropriate authorities shall be periodically informed of the names of the Officials assigned to the Office.

SECTION 16

a) Without prejudice to the provisions of this Article, the Director and the Deputy Director of the Office as well as their spouses and dependent family members shall enjoy during their residence in the Host Country privileges, immunities and facilities granted to diplomatic envoys, in accordance with international law. Their names shall be included on the diplomatic list.

Article XIII. Experts on Mission

SECTION 17

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

Article XIV. Persons Performing Services for the Office

SECTION 18

The Government shall grant all persons performing services for the Office immunity from legal process in respect of words spoken or written and acts performed by them in their official capacity for the United Nations, and such immunity shall continue to be accorded after termination of their engagement with the Office. They shall be accorded such other facilities as may be necessary for the independent performance of their functions for the Office. Such immunity shall not apply to any act taken by such persons outside the performance of their services for the United Nations.

Article XV. Waiver of Immunity

SECTION 19

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

Article XVI. Cooperation with the appropriate authorities

SECTION 20

Without prejudice to the privileges and immunities accorded by this Agreement, all persons enjoying such privileges and immunities must comply with the laws and regulations of the Host Country, and not to interfere in the internal affairs of the Host Country.

SECTION 21

Without prejudice to the privileges and immunities referred to in this Agreement, the Office shall co-operate at all times with the appropriate authorities to facilitate the proper administration of justice, secure the observance of the laws of the Host Country and prevent the occurrence of any abuse in connection with the facilities, privileges and immunities accorded to persons referred to in the present Agreement.

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

SECTION 22

In respect of all officials of the Office and persons performing services for the Office the Government shall take all necessary measures to facilitate their entry into, exit from, sojourn to and free movement within the Host Country with the exception of restricted areas designated pursuant to national legislation. Visas, entry permits or licenses, where required, shall be granted as promptly as possible and free of charge.

Article XVIII. Laissez-Passer

SECTION 23

The Government shall recognize and accept the United Nations Laissez-Passer issued by the United Nations as a valid travel document equivalent to a passport. In accordance with the provisions of Section 26 of the Convention, the Government shall also recognize and accept the United Nations Certificate issued to persons travelling on official business of the United Nations.

SECTION 24

Applications for the necessary permits or visas, where required, by officials holding the United Nations Laissez-Passer and their dependents, shall be dealt with as speedily as possible and free of charge. In addition, such persons shall be granted facilities for speedy travel. The Government further agrees to issue any required visa on the United Nations Laissez-Passer or national passport.

SECTION 25

Similar facilities to those specified in Section 24, above, shall be accorded to experts and other persons who, though not the holders of United Nations Laissez-Passer, are confirmed by the Office as travelling on official business of the United Nations.

Article XIX. Identification Cards

SECTION 26

a) All officials of the Office shall be granted identity cards by the appropriate authorities of the Host Country as provided to international organizations.

b) Any other individuals holding United Nations Certificates shall be granted temporary identity cards by the appropriate authorities of the Host Country subject to a minimum period of service to be agreed upon between the Office and the Host Country.

Article XX. United Nations Flag and Emblem

SECTION 27

The Office shall have the right to display the emblem of the United Nations or UNFPA and the flag of the United Nations on its premises, vehicles, aircraft and vessels.

Article XXI. Social Security

SECTION 28

a) The Parties agree that, owing to the fact that the officials of the United Nations are subject to the United Nations Staff Regulations and Rules, including Article VI thereof, which establishes a comprehensive social security scheme, the United Nations and its officials, irrespective of nationality, shall be exempt from the laws of the host country on mandatory coverage and compulsory contributions to the social security schemes of the Host Country during their appointment with UNFPA.

b) The provisions of paragraph (a) above shall apply *mutatis mutandis* to the members of families forming part of the household of persons referred to in paragraph a) above, unless they are employed or self-employed in the Host Country or receive social security benefits from the Government.

Article XXII. Access to the Labour Market for Family Members and Issuance of Visas and Residence Permits to Household Employees

SECTION 29

a) The appropriate authorities shall grant working permits for spouses of officials assigned to the Office whose duty station is in the Host Country, and their children forming part of their household who are under 21 years of age or economically dependent. The regulations of the Host Country shall apply in connection to granting of such permits. Insofar as they engage in gainful occupation, privileges and immunities shall not apply with respect to such occupation.

b) The competent authorities shall issue visas and residence permits and any other documents, where required, to household employees of officials assigned to the Office as speedily as possible.

Article XXIII. Settlement of Disputes

SECTION 30

a) The United Nations shall make provisions for agreed modes of settlement of:

- i) disputes arising out of contracts and disputes of a private law character to which the United Nations is a party; and
- ii) disputes involving an official of or an expert on mission for UNFPA who, by reason of his or her official position, enjoys immunity, if such immunity has not been waived.

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

Article XXIV. Final Provisions

SECTION 31

a) It is the understanding of the Parties that if the Government enters into any Agreement with an intergovernmental organization containing terms and conditions more favourable than those extended to UNFPA under this present Agreement, such terms and conditions shall be extended to UNFPA at its request, by means of a supplemental Agreement.

b) The seat of the Office shall not be removed from the premises unless UNFPA so decides.

SECTION 32

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

SECTION 33

a) This Agreement, and any amendment thereto pursuant to Section 32, shall enter into force on the first day of the month following the day the Government has notified the United Nations that the necessary constitutional conditions for its entry into force have been fulfilled.

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

c) This Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of the activities of the Office, and the resolution of any dispute between the Parties.

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

Done at New York, this 1st day of July, 2010

[Signed]

For the United Nations Population Fund

[Signed]

For the Government of the Republic of Turkey

(b) Agreement between the Government of the Arab Republic of Egypt and the United Nations Population Fund for the establishment of UNFPA Arab States regional office in Cairo, Egypt. New York, 29 July 2010*

The United Nations Population Fund (hereinafter referred to as “UNFPA”) and the Government of the Arab Republic of Egypt (hereinafter referred to as “the Government”).

Whereas the General Assembly of the United Nations established UNFPA pursuant to General Assembly resolution 3019 (XXVII) of 18 December 1972;

Whereas in September 1994, the Government hosted the International Conference on Population and Development (“ICPD”) in Cairo, resulting in the ICPD Programme of Action;

Whereas UNFPA is assisting Governments in the Arab States region with respect to the formulation, adoption and implementation of their population policies and development strategies in national development plans;

Whereas the Executive Board of the United Nations Development Programme (“UNDP”) and UNFPA, in its decision 2007/43 of 14 September 2007, approved a new organizational structure for UNFPA, including a Regional Office of UNFPA for the Arab States to be established in Cairo, the Arab Republic of Egypt;

Whereas the Government welcomes the establishment of the UNFPA Arab States Regional Office in Cairo;

Whereas the Government agrees to grant the UNFPA Arab States Regional Office (hereinafter referred to as “the Office”) all the necessary privileges, immunities, exemptions and facilities to enable the Office to perform its functions; and

Recalling that the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 and to which Egypt acceded on 17 September 1948, shall apply to the Office, its premises, funds and assets as well as to its personnel and their official activities in the Arab Republic of Egypt;

The Government and UNFPA have entered into this Agreement in a spirit of friendly cooperation.

Article I. Definitions

SECTION 1

In this Agreement, the expressions:

- a) “accredited foreign missions in the Host Country” means diplomatic and consular missions and missions of international organizations based in the Arab Republic of Egypt;
- b) “appropriate authorities” means such national or local governmental authorities under the laws and regulations of the Arab Republic of Egypt;
- c) “archives of the Office” means all records, correspondence, documents, manuscripts, computer records, still and motion pictures, film and sound recordings, belonging to or held by the Office in furtherance of its functions;

* Entered into force on 17 April 2011 by notification, in accordance with section 35.

- d) “the Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the United Nations General Assembly on 13 February 1946;
- e) “the Director of the Office” means the head of the Office in the Arab Republic of Egypt;
- f) “the Host Country” means the Arab Republic of Egypt;
- g) “officials of the Office” means all staff assigned to the Office irrespective of nationality, with the exception of those who are locally recruited and assigned to hourly rates as provided for in United Nations General Assembly resolution 76(I) of 7 December 1946;
- h) “the Parties” means UNFPA and the Government;
- i) “persons performing services for the Office” means service contractors, operational experts, volunteers, consultants and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations or firms which UNFPA may retain, whether as an Executing Agency or otherwise, to execute or to assist in the execution of UNFPA assistance to a project, and their employees;
- j) “premises of the Office” means the facilities in the Arab Republic of Egypt used for conducting functions by the Office;
- k) “property of the Office” means all property, including funds, income and other assets belonging to the Office or held or administered by the Office in furtherance of the functions of the Office;
- l) “the Secretary-General” means the Secretary-General of the United Nations; and
- m) “telecommunications” means any emission, transmission or reception of written or verbal information, images, sound or information of any nature by wire, radio, satellite, optical, fibre or any other electronic or electromagnetic means.

Article II. Purpose and Scope of the Agreement

SECTION 2

This Agreement regulates the status of the Office premises, officials, experts on mission and persons performing services in the Host Country.

SECTION 3

Any building in the Arab Republic of Egypt which may be used with the concurrence of the Government for meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office shall be temporarily included in the seat of the Office. For all such meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office, the present Agreement shall apply *mutatis mutandis*.

Article III. Application of the Convention

SECTION 4

The Convention shall be applicable to the Office, its property, funds and assets, and to its officials, experts on missions and persons performing services in the Arab Republic of Egypt.

Article IV. Legal Capacity

SECTION 5

- a) The United Nations, acting through UNFPA, shall have the capacity:
 - (i) to contract;
 - (ii) to acquire and dispose of immovable and movable property;
 - (iii) to institute judicial proceedings;
- b) For the purposes of this Article, UNFPA shall be represented by the Director of the Office.

Article V. Inviolability of the Office

SECTION 6

- a) The Office shall be inviolable and its property and assets, wherever located in the Host Country and by whomsoever held, shall enjoy immunity from every form of legal process, except insofar as in any particular case immunity shall have expressly been waived in accordance with the Convention. No waiver of immunity from legal process shall extend to any measure of execution.
- b) No officer or official of the Host Country or person exercising any public authority within the Host Country, shall enter the Office premises to perform any duties therein except with the consent of, and under conditions approved by the Director of the Office. In case of a fire or other emergency requiring prompt protection action, the consent of the Director of the Office to any necessary entry into the premises shall be presumed if he or she cannot be reached in time.
- c) The premises and facilities of the Office can be used for meetings, seminars, exhibitions and other related purposes which are organized by the Office, the United Nations or other related organizations.
- d) The premises of the Office shall not be used in any manner incompatible with the scope and purpose of the Office, as set forth in Article II, above.

SECTION 7

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

Article VI. Public Services

SECTION 8

a) The appropriate authorities shall facilitate, upon request by the Director of the Office and under terms and conditions not less favourable than those accorded by the Government to any diplomatic mission, access to all public services needed by the Office such as, but not limited to, utility, power and communications services.

b) In case where public services referred to in paragraph (a), above, are made available to the Office by the competent authorities, or where the prices thereof are under their control, the rate for such services shall not exceed the lowest comparable rates accorded to diplomatic missions.

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

d) The provisions of this Article shall not prevent the reasonable application of fire protection or sanitary regulations of the Arab Republic of Egypt.

Article VII. Security

SECTION 9

a) The Government acting through the appropriate authorities shall ensure the security and protection of the Office premises throughout the Arab Republic of Egypt as is required for the effective performance of their functions and activities, and shall exercise diligence to ensure that the tranquility of the premises is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

b) If so requested by the Director of the Office, the appropriate authorities shall provide necessary assistance for the preservation of law and order in the premises and for the removal therefrom of persons as requested by the Director of the Office.

Article VIII. Exemption from Taxation

SECTION 10

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

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

b) exemption from customs tax and all other taxes as well as from prohibitions and restrictions on the import or export of materials imported or exported by the Office for its official use, it being understood that tax free imports cannot be sold in the Arab Republic of Egypt except under conditions agreed to by the appropriate authorities.

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

Article IX. Financial Transactions

SECTION 11

Without restricting the property and assets of the Office in accordance with Article II, Section 5 of the Convention, the Office may, in order to carry out its activities:

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

Article X. Communications

SECTION 12

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

SECTION 13

a) The Government shall secure the inviolability of the official communications of the Office, whatever the means of the communications employed, and shall not apply any censorship to such communications.

b) The Office shall have the right to operate communication equipment including satellite facilities and to use codes and to dispatch and receive correspondence by couriers and bags. The bags must bear visibly the United Nations emblem and may contain only documents or articles intended for official use, and the courier shall be provided with a courier certificate issued by the United Nations. The Office and the Host Country may discuss any relevant procedures if necessary relating to operation of the communications equipment and facilities, subject to the Convention and this Agreement.

Article XI. Participants in United Nations' Meetings

SECTION 14

a) Representatives of members of the United Nations invited to meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office shall, while exercising their functions, enjoy the privileges and immunities as set out in Article IV of the Convention.

b) The Government, in accordance with relevant United Nations principles and practices and the present Agreement, shall respect the complete freedom of expression

of all participants of meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office, to which the Convention shall be applicable. All participants and persons performing functions in connection with the meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office shall enjoy immunity from legal process in respect of words spoken and acts done in connection therewith.

Article XII. Officials of the Office

SECTION 15

a) Officials shall enjoy in the Host Country the same privileges, immunities and facilities as applicable to officials assigned to the mission of the United Nations Development Programme in Egypt in accordance with the Agreement concerning assistance by the United Nations Development Programme to the Government of Egypt, concluded at Cairo on 19 January 1987.

b) In particular, and taking into consideration the Convention, United Nations Officials of Egyptian nationality, assigned to the Office, shall be exempt from all taxes on the salaries and emoluments paid to them by the United Nations. The UNFPA shall inform the appropriate Egyptian authorities of those Officials, and provide the Government with written confirmation of such assignment. Persons of Egyptian nationality, who do not fulfil the conditions for the exemption, shall not be entitled to exemption under this agreement from payment of taxes imposed on them by the Egyptian Government.

SECTION 16

a) Without prejudice to the provisions of the above Article, the Director of the Office shall enjoy during his or her residence in the Host Country privileges, immunities and facilities granted to diplomatic envoys, in accordance with international law. Furthermore, without prejudice to the provisions of the above Article, the Deputy Director of the Office shall be accorded the privileges, immunities and facilities granted to diplomatic staff at missions accredited to the Host Country. Their names shall be included on the diplomatic list.

b) The privileges, immunities and facilities referred to above shall also be accorded to a spouse and dependent members of the family of the Office's officials concerned.

Article XIII. Experts on Mission

SECTION 17

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

Article XIV. Persons Performing Services

SECTION 18

a. Persons performing services on behalf of the United Nations shall:

(a) be immune from legal process in respect of words spoken or written and all acts performed by them in carrying out United Nations programmes or other related

activities under this Agreement. Such immunity shall continue to be accorded after termination of employment with the United Nations. Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys.

- (b) be exempt from taxation on the fees paid to them by the United Nations, unless they are nationals of the Host Country, in which case they shall not be entitled to such exemption.

b) For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services on behalf of the United Nations may be accorded such other privileges, immunities and facilities as specified in Articles XII and XIII above, as may be agreed upon between the Parties, except for Egyptian nationals employed locally, who shall only enjoy immunity from legal process.

Article XV. Locally-recruited personnel assigned to hourly rates

SECTION 19

a) The terms and conditions of employment for persons recruited locally and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including UNFPA.

b) Personnel recruited in the Arab Republic of Egypt and assigned to hourly rates shall be accorded immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNFPA.

Article XVI. Waiver of Immunity

SECTION 20

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

Article XVII. Cooperation with the appropriate authorities

SECTION 21

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

SECTION 22

Without prejudice to the privileges and immunities referred to in this Agreement, the Office shall co-operate at all times with the appropriate authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the facilities, privileges and immunities accorded to persons referred to in the present Agreement.

Article XVIII. Liability

SECTION 23

The Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims in the Arab Republic of Egypt, arising from or directly attributable to the implementation of operations under the present Agreement, which may be brought by third parties against the UNFPA or an Executing Agency, their officials, experts on mission, persons performing services, and shall hold them harmless in respect of such claims or liabilities. The foregoing provision shall not apply where the Parties are agreed that a claim or liability arises from the gross negligence or willful misconduct of the above-mentioned individuals.

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

SECTION 24

All persons referred to in this Agreement including all participants in meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office shall have the right of unimpeded entry into, exit from, sojourn and free movement within the Host Country. Visas, entry permits or licenses, where required, shall be granted as promptly as possible and free of charge.

Article XX. Laissez-passer

SECTION 25

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

SECTION 26

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

SECTION 27

Similar facilities to those specified in Section 26, above, shall be accorded to experts and other persons who, though not the holders of United Nations *laissez-passer*, are confirmed by the Office as travelling on official business of the United Nations.

Article XXI. Identification Cards

SECTION 28

a) The Director and Deputy Director, who hold a UN Laissez Passer, shall be granted diplomatic identity cards by the appropriate authorities of the Host Country.

b) All other officials than those addressed in paragraph (a) above, holding a UN Laissez Passer, shall be granted identity cards by the appropriate authorities of the Host Country as provided to international organizations.

c) Any other individuals holding certificates shall be granted temporary identity cards by the appropriate authorities of the Host Country subject to a minimum period of service to be agreed upon between the Office and the Host Country.

Article XXII. United Nations Flag and Emblem

SECTION 29

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

Article XXIII. Social Security

SECTION 30

a) The Parties agree that, owing to the fact that the officials of the United Nations are subject to the United Nations Staff Regulations and Rules, including Article VI thereof, which establishes a comprehensive social security scheme, the United Nations and its officials, irrespective of nationality, shall be exempt from the laws of the host country on mandatory coverage and compulsory contributions to the social security schemes of the Host Country during their appointment with UNFPA.

b) The provisions of paragraph (a) above shall apply *mutatis mutandis* to the members of families forming part of the household of persons referred to in paragraph a) above, unless they are employed or self-employed in the Host Country or receive social security benefits from the Government.

Article XXIV. Access to the Labour Market for Family Members and Issuance of Visas and Residence Permits to Household Employees

SECTION 31

a) The appropriate authorities shall grant working permits for spouses of officials assigned to the Office whose duty station is in the Host Country, and their children forming part of their household who are under 21 years of age or economically dependent. Without prejudice to the foregoing, the regulations of the Host Country shall apply in connection to granting of permits for spouses and children.

b) The competent authorities shall issue visas and residence permits and any other documents, where required, to household employees of officials assigned to the Office as speedily as possible.

Article XXV. Settlement of Disputes

SECTION 32

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

Article XXVI. Final Provisions

SECTION 33

a) It is the understanding of the Parties that if the Government enters into any Agreement with an intergovernmental organization containing terms and conditions more favourable than those extended to UNFPA under this present Agreement, such terms and conditions shall be extended to UNFPA, by means of a supplemental Agreement.

b) The seat of the Office shall not be removed from the premises unless UNFPA so decides.

SECTION 34

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

SECTION 35

a) This Agreement shall enter into force upon receipt by UNFPA of a notification from the Government indicating that the internal procedures necessary for the Agreement's entry into force have been completed. Pending entry into force of this Agreement, the Agreement concluded between the Arab Republic of Egypt and UNDP on 19 January 1987 relating to UNDP's assistance to the country shall apply, *mutatis mutandis*, to the Office and its personnel.

b) This Agreement may be terminated by either Party by written notice to the other and shall terminate six months after the receipt of such notice. Notwithstanding any such

notice of termination, this Agreement shall remain in force until complete fulfilment or termination of all obligations entered into by virtue of this Agreement.

c) This Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of the activities of the Office, and the resolution of any dispute between the Parties.

In witness whereof the undersigned, being the duly appointed representatives of the respective Parties, have signed this Agreement in the English and Arabic languages, in duplicate. For the purposes of interpretation and in case of conflict, the English text shall prevail.

Done at New York, this 29th day of July, 2010.

[Signed]

[Signed]

For the Government of the Arab Republic of Egypt For the United Nations Population Fund

5. Memoranda of Understanding between the United Nations and the International Criminal Court

(a) Memorandum of Understanding between the United Nations and the International Criminal Court concerning Cooperation between the United Nations Office of Internal Oversight Services and the International Criminal Court. New York, 25 February and 18 March 2011*

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

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

Whereas the United Nations Office of Internal Oversight Services (“OIOS”) was established pursuant to the United Nations General Assembly resolution 48/218B of 12 August 1994 as an independent office under the authority of the Secretary-General of the United Nations;

Whereas United Nations General Assembly resolution 48/218B of 12 August 1994 provides, *inter alia*, that OIOS will have the mandate to assist the Secretary-General in fulfilling his internal oversight responsibilities in respect of the resources and staff of the United Nations;

* Entered into force on 18 March 2011 by signature, and with retroactive effect on 19 July 2010 in accordance with article 12.

** United Nations, *Treaty Series*, vol. 2283, p. 195.

Whereas the Assembly of States Parties to the Rome Statute (“Assembly of States Parties”) adopted the resolution ICC-ASP/8/Res.1 of 26 November 2009 whereby it established an independent oversight mechanism (“IOM”) with the view to conduct investigations on allegations of misconduct by staff and elected officials of the Court and to ensure an effective and meaningful oversight thereof;

Whereas pursuant to the Assembly of States Parties resolution ICC-ASP/8/Res. 1 of 26 November 2009, the Registrar of the Court is tasked with entering into a memorandum of understanding (“MOU”) with the OIOS to provide support services on a cost recovery basis for the operationalization of the IOM;

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

Whereas in Article 8, paragraph 2 (b), of the Relationship Agreement, the United Nations and the Court agree to cooperate in the temporary interchange of personnel, where appropriate, making due provisions for the retention of seniority and pension rights;

Whereas in Article 8, paragraph 2 (c), of the Relationship Agreement, the United Nations and the Court agree to strive for the maximum cooperation in order to achieve the most efficient use of specialized personnel, systems and services;

Whereas the United Nations and the Court have concluded a Memorandum of Understanding on Reimbursable Loan of Staff on 21 July 2010;

Whereas the United Nations and the Court wish to conclude arrangements of the kind foreseen in Articles 8 and 10 of the Relationship Agreement;

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

CHAPTER I. GENERAL PROVISIONS

Article 1. Purpose

This Memorandum of Understanding (the “MOU”) sets out the modalities of cooperation between the United Nations and the Court in connection with the setting up and operationalization of the oversight mechanism of the Court.

Article 2. Cooperation

1. OIOS undertakes to cooperate with the Court in accordance with the specific modalities set out in this MOU.

2. This MOU may be supplemented at any time by means of written agreement between the Parties or their designated representatives setting out additional modalities of cooperation between OIOS and the Court.

3. This MOU is supplementary and ancillary to the Relationship Agreement. It is subject to that Agreement and shall not be understood to derogate from any of its terms.

In the case of any inconsistency between the provisions of this MOU and those of the Relationship Agreement, the provisions of the Relationship Agreement shall prevail.

Article 3. Basic principles

It is understood that OIOS shall afford the assistance and support provided for in this MOU to the extent feasible within its capabilities and without prejudice to its ability to discharge its other mandated tasks.

Article 4. Reimbursement

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

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

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

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

(b) any portion of the common costs of the United Nations or of OIOS;

(c) depreciation in the value of United Nations or OIOS owned equipment that might be used by the United Nations or OIOS in the course of providing assistance, facilities, cooperation or support pursuant to this MOU.

CHAPTER II. SERVICES, FACILITIES AND SUPPORT

Article 5. Administrative and logistical services

1. At the request of the Court, OIOS is prepared to provide administrative and logistical services to the Court for the purposes of assisting the Court in setting up and operationalizing its own oversight mechanism, including:

(a) intake assessment

(b) planning support

(c) assistance with records review

(d) interview planning and preparation

(e) guidance on IT forensic analysis and other forensic tools

(f) support for the collection and management of evidence

(g) advice on and review of investigation support

(h) access to OIOS's Investigation Learning Programme.

2. The Court shall make requests for such services in writing. In making such requests, the Court shall specify the nature of the administrative or logistical services

sought, when they are needed and for how long. OIOS shall inform the Court in writing whether or not it accedes to a request as soon as possible and in any event within 10 working days of its receipt. In the event that it accedes to the request, OIOS shall simultaneously inform the Court in writing of the date on which it is able to commence the provision of the services concerned and of their estimated cost.

PERSONNEL ARRANGEMENTS

Article 6.

1. With a view to assisting the Court in the setting up and operationalization of the IOM, and pursuant to Articles 8 and 10 of the Relationship Agreement, OIOS agrees to make available to the Court, on a reimbursable basis, a staff member of OIOS at the P5 level for the period of one year.

2. The terms and conditions of the arrangement referred to in paragraph 1 above are set out in the Memorandum of Understanding between the United Nations and the International Criminal Court on Reimbursable Loan of Staff concluded on 21 July 2010 (the “July 2010 MOU”), a copy of which is attached as Annex I hereto.

3. OIOS and the Court may decide at any time, by means of a written agreement, to amend the conditions of the arrangement referred to in paragraph 1 above, including those set out in the July 2010 MOU, of the staff member of OIOS to the Court.

4. OIOS and the Court may decide at any time, by means of a written agreement, to enter into arrangements for additional staff to be made available to the Court on such terms and conditions as the Parties may agree.

Article 7.

1. During his/her tenure at the IOM, the loaned staff member shall provide any such service as may be required for the setting up and operationalization of the IOM.

2. If required, the loaned staff member shall provide full investigative services to IOM. The Court shall enter into a separate agreement with OIOS, pursuant to Article 10 of the Relationship Agreement, should the IOM require additional assistance from OIOS for the purposes of the conduct of such investigations.

CHAPTER III. IMPLEMENTATION

Article 8. Payments

1. OIOS shall submit invoices to the Court for the provision of services, facilities, cooperation, assistance and support under this MOU on a regular basis.

2. The Court shall make payment against such invoices within 30 (thirty) days of the date printed on them.

3. Payment shall be made in United States Dollars, either in cash or by means of bank transfer made payable to the United Nations bank account specified on the invoice concerned.

Article 9. Communications

1. OIOS and the Court, as the case may be, shall each designate official contact persons responsible:

- (a) for making, receiving and responding to requests under this MOU;
- (b) for submitting and receiving invoices and for making and receiving payments under Article 7 of this MOU.

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

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

Article 10. Consultation

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

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

3. Any differences between the Parties arising out of or in connection with the implementation of this MOU shall be settled in consultation between the Registrar and the Under-Secretary-General for Internal Oversight Services or the Director for Investigations. If such differences are not settled by such consultations, they shall be referred to the President of the Court and to the Secretary-General of the United Nations for resolution.

Article 11. Indemnity

Each Party shall be responsible for resolving any claims or disputes brought against it by its officials, agents, servants or employees or a third party based on, arising out of, related to, or in connection with the implementation of this MOU by that Party, unless the claim or dispute results from the gross negligence or willful misconduct of the other Party or of the other Party’s officials, agents, servants or employees.

CHAPTER IV. FINAL PROVISION

Article 12.

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

2. Notwithstanding the date of signature, this MOU shall be deemed to have entered into force on 19 July 2010. It will remain in force for a period of one year from that date

and shall thus end on 18 July 2011 unless otherwise renewed by written agreement of both Parties.

3. This MOU may be modified or amended by written agreement between the Parties.

For and on behalf of the United Nations	For and on behalf of the Court on behalf of the Court
---	---

Date: 25 February 2011

Date: 18 March 2011

[Signed] Carman L. LAPOINTE

[Signed] SILVANA ARBIA

Under-Secretary-General for Internal Oversight Services

Registrar

ANNEX I

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED NATIONS AND THE INTERNATIONAL CRIMINAL COURT ON REIMBURSABLE LOAN OF STAFF

The present Memorandum of Understanding between the United Nations and the International Criminal Court, hereinafter referred to as the “Memorandum” sets out the terms and conditions governing fee Reimbursable Loan of [. . .], hereinafter also referred to as the “Staff Member”, from the United Nations Office of Internal Oversight Services, hereinafter referred to as “OIOS”, to the International Criminal Court, hereinafter referred to as “ICC”, within the framework of the Memorandum of Understanding between the United Nations and the International Criminal Court concerning Cooperation between the United Nations Office of Internal Oversight Services and the International Criminal Court.

All three parties concerned, [. . .], United Nations and ICC are signatories of the present Memorandum and confirm that they will fulfil the terms and conditions of the provisions contained therein, as stipulated hereafter.

Status of the Staff Member subject to Reimbursable Loan

Current title:	Investigator
Current category/grade and step:	P-4, step IV
Current duty station:	New York, U.S.A.
Title while on Reimbursable Loan:	Temporary Head of the Independent Oversight Mechanism
Category and grade while on Reimbursable Loan:	P-5 step I
Duty station while on Reimbursable Loan:	The Hague, The Netherlands

The Staff Member has, at the date of the execution of this Memorandum, no dependents.

GENERAL TERMS AND CONDITIONS

1. Pursuant to Article 6 of the Memorandum of Understanding between the United Nations and the International Criminal Court concerning Cooperation between the Unit-

ed Nations Office of Internal Oversight Services and the International Criminal Court, [. . .], a staff member of OIOS at the P-4 level holding a fixed-term appointment shall:

- (a) be made available to the ICC on a reimbursable loan arrangement (the “Arrangement”) and, therefore, all costs incurred by the UN as a result of the present arrangement shall be reimbursed by the ICC, unless specifically excluded herein;
- (b) continue to be a UN staff member subject to the UN Staff Regulations and Rules;
- (c) retain his/her contractual rights with the UN;
- (d) continue to be paid on the UN’s payroll;
- (e) receive all benefits and allowances to which s/he is entitled under the UN Staff Regulations and Rules; and
- (f) be under the administrative supervision of; but not under contractual relationship with, the ICC.

2. This Arrangement shall be for a period of one year commencing on 19th of July 2010 and expiring on 18th July 2011 without prior notice. The Arrangement shall not be deemed to carry any expectation of or right to an extension unless agreed to by the OIOS, the ICC and the Staff Member.

EXTENSION OR EARLY TERMINATION

3. The UN or ICC may, for financial, administrative, or other reasons, terminate this Arrangement prior to its expiration date. In case the ICC or OIOS wishes to effect such early termination, the ICC or OIOS, as the case may be, will provide the OIOS or the ICC, as the case may be, with a three-month written notice to this effect.

4. The Staff Member may terminate the loan arrangement prior to the scheduled end date by providing a three-month written notice to OIOS and the ICC. Notice may be shorter if the Staff Member, the ICC and OIOS have agreed thereto.

5. OIOS agrees to grant the Staff Member return rights to his/her post in OIOS upon completion of the loan or upon termination prior to the expiration of the Arrangement, provided that such early termination has been effected in accordance with paragraph 4 above,

6. In case of alleged misconduct or unsatisfactory, conduct on the part of the Staff Member, the ICC may terminate the Arrangement with immediate effect upon written notice to OIOS.

BENEFIT AND ENTITLEMENTS

7. Service in the ICC shall be counted for all purposes, including credit towards within-grade increments, as service in the UN.

SALARY AND ALLOWANCES

8. The UN shall continue to pay the Staff Member’s salary and allowances, including any post adjustment in force at the new duty station.

PENSION FUND

9. The Staff Member shall continue to participate in the UN Joint Staff Pension Fund (UNJSPF). The UN shall continue to pay into the Pension Fund in accordance with the UN Staff Regulations and Rules. This Arrangement shall not affect any rights the Staff Member may have acquired under the UNJSPF.

SERVICE-INCURRED COVERAGE

10. (a) Any claim for compensation for service-incurred illness, injury or death shall be made to, and dealt with by, the organization to which service it is attributable, under its applicable regulation and rules.

(b) Any compensation based on salary shall be calculated with reference to the last grade and step held by the Staff Member at the time of death or incapacity giving rise to the compensation.

HEALTH AND GROUP LIFE INSURANCE

11. The Staff Member will be entitled to continue participation in the health or group life insurance arrangement of the UN, as appropriate.

ANNUAL LEAVE

12. (a) The Staff Member will carry with, him/her to the ICC his/her accrued annual leave credit.

(b) If so requested by the Staff Member, ICC will enable the Staff Member to take, before his/her return to OIOS, all annual leave that s/he accumulated during his/her service with the ICC.

(c) When the Staff Member returns to OIOS, s/he will carry forward his/her accrued leave credit from the ICC to OIOS.

RELOCATION AND TRAVEL

13. The Staff Member's entitlement to travel costs in connection with the loan arrangement will be governed by the regulations and rules of the UN. The cost of travel between New York and The Hague, and any other related travel costs, shall be borne by the ICC.

14. The Staff Member's entitlement to assignment grant in connection with the loan arrangement shall be governed by the regulation ICC in The Hague, as applicable, shall be borne by ICC. The cost of any assignment grant upon the Staff Member's return to OIOS New York, as applicable, will be borne by ICC.

15. All costs related to official travel undertaken by the Staff Member during the period of loan to ICC shall be governed by the ICC regulations and rules and shall be borne by the ICC.

16. In cases of early termination of the loan arrangement, the relocation entitlements of the Staff Member shall be governed by the regulations and rules of, and borne by, the ICC.

OTHER

17. Performance assessments and evaluations of the Staff Member's work during the period of the loan shall be prepared by the ICC and provided to OIOS.

18. The Regulations and Rules of the UN shall apply in the event of alleged misconduct or unsatisfactory conduct.

19. Appeals against administrative decisions taken, during the period of loan will be submitted to the appropriate UN appeals body and be dealt with under the UN regulations and rules.

20. No part of this Memorandum shall be taken or interpreted against the UN regulations and rules.

21. All liabilities, including, but not limited to, financial liabilities, shall be borne by the ICC except where expressly stated otherwise in this memorandum.

CONFIDENTIALITY

22. The United Nations shall ensure that the Staff Member will exercise the utmost discretion in regard to all matters of official business of the ICC; shall not communicate to any person, government or any entity any information known by reason of the implementation of this loan which has not been made public, except in the course of the Staff Member's duties or by authorization of the appropriate authorities of the ICC; and shall not at any time use such information to private advantage and shall not at any time publish anything based thereon except with the written approval of the appropriate authorities of the ICC. These obligations do not cease upon termination of this loan.

Name of Staff member: [. . .]

Signature and Date: [Signed] 16 July 2010

For the United Nations: DOMINIQUE GAGNON, Chief,
Section D, HR Services, LDSD/Office of
Human Resources Management

Signature and Date: [Signed] 16/07/10

For International Criminal Court: KRISTIANE GOLZE, Chief
Human Resources Section

Signature and Date: [Signed] (OIC) 21/07/10

(b) Memorandum of Understanding Between the United Nations and the International Criminal Court Concerning the Provision by the United Nations Office at Nairobi of Support Services and Facilities to the Registry of the Court in Connection with its Activities in the Republic of Kenya. Nairobi, 9 June 2011 and The Hague, 13 June 2011*

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

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

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

Whereas the Secretary-General of the United Nations and the Court have concluded a special arrangement for the purposes of Article 12 of the Relationship Agreement by means of an exchange of letters between the Secretary-General and the Registrar of the Court dated 31 January 2005 and 22 February 2005 (the “special arrangement on UNLPs”), which entered into force on 3 March 2005;

Whereas in its decision ICC-01/09-19 issued on 31 March 2010, Pre-Trial Chamber II of the Court authorized investigations by the Prosecutor of the Court into the situation in the Republic of Kenya in relation to alleged crimes against humanity within the jurisdiction of the Court committed between 1 June 2005 and 20 November 2009;

Whereas the Registrar of the Court is mandated to provide all administrative and logistical support as well as to carry out certain Registry-mandated activities in the Republic of Kenya, including public information and protection of victims and witnesses;

Whereas in Article 10 of the Relationship Agreement, the United Nations agreed that, upon the request of the Court, it shall, subject to availability, provide on a reimbursable basis for the purposes of the Court such facilities and services as may be required;

Whereas it is further stipulated in Article 10 of the Relationship Agreement that the terms and conditions on which any facilities or services may be provided by the United Nations shall, as appropriate, be the subject of supplementary arrangements;

Whereas in Article 8, paragraph 2 (c), of the Relationship Agreement, the United Nations and the Court agreed to strive for the maximum cooperation in order to achieve the most efficient use of specialized personnel, systems and services;

Whereas the Director General of the United Nations Office in Nairobi (UNON), in a letter dated 14 September 2010, has confirmed that UNON will be in a position to provide

* Entered into force on 13 June 2011 by signature, in accordance with article 14.

office space for the Registry of the Court in 2011 within the UNON compound and a wide range of administrative support services;

Whereas the Government of the Republic of Kenya communicated to UNON in its Note Verbale of 4 April 2011 that it had no objection to the Court establishing an office within the UNON compound;

Whereas the United Nations and the Court now wish to conclude arrangements of the kind envisioned in Articles 8 and 10 of the Relationship Agreement;

Now, therefore, the United Nations, acting through the United Nations Office in Nairobi (UNON), and the Court, acting through its Registrar, (the “Parties”) agree as follows:

Article 1. Purpose

This Memorandum of Understanding (the “MOU”) sets out the modalities of cooperation between the United Nations and the Court in connection with the investigations conducted by the Prosecutor of the Court into the situation in Kenya in relation to crimes against humanity within the jurisdiction of the Court committed between 1 June 2005 and 20 November 2009.

Article 2. Cooperation

1. The United Nations and the Court undertake to cooperate with each other in accordance with the specific modalities set out in this MOU.

2. This MOU may be supplemented at any time by means of a written agreement between the Parties setting out additional modalities of cooperation between the United Nations and the Court.

Article 3. Basic principles

1. This MOU is supplementary and ancillary to the Relationship Agreement. It is subject to that Agreement and shall not be construed as derogating from any of its terms. In case of any inconsistency between the provisions of this MOU and those of the Relationship Agreement, the provisions of the Relationship Agreement shall prevail.

2. It is agreed that UNON shall make available to the Court the facilities, services, assistance and support provided for in this MOU to the extent feasible within its capabilities and without prejudice to its ability to discharge its other mandated functions.

3. The Court acknowledges that the Government of the Republic of Kenya (the “Government”) has primary responsibility for the safety and security of all individuals, property and assets present on its territory. Without prejudice to the MOU on Security Arrangements, neither the United Nations nor UNON shall be responsible for the safety or security of the staff/officials or assets of the Court or of potential witnesses, witnesses, victims, suspects or accused or convicted persons identified in the course, or as a result, of the Prosecutor’s investigations or of the legal representatives of victims, suspects or accused or convicted persons or of individuals identified by suspected, accused or convicted persons as witnesses or potential witnesses in their defence. In particular, nothing in this MOU shall be understood as establishing or giving rise to any responsibility on the part of the United Nations or UNON to ensure or provide for the protection of witnesses, potential witnesses or victims identified by the Prosecutor or contacted by the Registry.

Article 4. Reimbursement

1. All services, facilities, assistance and support provided to the Court by UNON pursuant to this MOU shall be provided on a fully reimbursable basis. The Court shall reimburse UNON in full for and in respect of all clearly identifiable direct costs that UNON may incur as a result of or in connection with UNON providing services, facilities, assistance or support pursuant to this MOU. UNON and the Court shall endeavour to identify such costs in advance and to agree on relevant estimates. UNON shall, where possible, notify the Court of any additional costs that it might subsequently identify and of any increase in those estimates in advance of making available and rendering the relevant services, facilities, assistance and support.

2. The Court shall not be required to reimburse UNON for or in respect of;

- a. costs that UNON would have incurred regardless of whether or not services, facilities, assistance or support were provided to the Court pursuant to this MOU;
- b. any portion of the common costs of UNON;
- c. depreciation in the value of UNON owned equipment that might be used by UNON in the course of providing services, facilities, assistance or support pursuant to this MOU.

3. UNON shall submit invoices to the Court for the provision of services, facilities, assistance and support under this MOU on a timely basis after receipt of a request for the provision of such services, facilities, assistance or support.

4. The Court may request further details in writing regarding any services, facilities, assistance or support for which an invoice has been submitted by UNON.

5. The Court shall make payment in full on such invoices within 30 (thirty) days of the date printed on them, unless it has requested further details in accordance with the preceding paragraph, in which case it shall make payment within 30 (thirty) days of the receipt of such details.

6. Payment shall be made in United States Dollars, either in cash or by means of bank transfer made payable to the UNON bank account specified on the invoices concerned.

Article 5. Facilities

1. With the prior written consent of the Government, UNON shall make available to the Court office space within the UNON compound (the “office space”) capable of accommodating up to a maximum of twenty (20) staff/officials of the Court.

2. UNON shall maintain the office space and its related infrastructure in good and working order and shall take the necessary steps to ensure that the office space is provided with:

- a. all necessary utilities, including electricity, water, sewerage, heat and air conditioning, and
- b. all necessary services, including garbage collection, cleaning, pest control, fire and security and safety patrols and inspections and use of UNON’s internal mail and messenger services

- c. access to UNON's information technology services and support, subject to compliance with UNON's information technology protocols, policies and rules, it being noted that UNON shall provide the Court with a non-UN domain name for its e-mail and other information technology services.
3. UNON shall issue appropriate but distinct grounds passes bearing the name and insignia of the Court to staff/officials of the Court using the office space and to persons invited by the Court to visit the office space. The Court shall designate a staff member/official who may issue such invitations. Mutually satisfactory procedures shall be put in place so that the UNON security services are adequately informed of such invitations in a timely manner.
4. It shall be a condition of the use of the office space by any staff member/official of the Court that he/she first sign a waiver of liability as set out in Annex A of this MOU. The Court shall advise its staff/officials concerned of this requirement and shall instruct them to complete and sign that waiver. The Court shall transmit completed and signed waivers to UNON at least 5 (five) working days in advance of the arrival of the staff/officials concerned at the UNON compound.
5. The United Nations shall not be responsible in any way for the safety or security of any staff/officials of the Court who use the office space, nor of individuals who are invited by the Court to visit the office space.
6. The Court shall take the necessary steps to ensure that its staff/officials using, and all persons invited by it to visit, the office space comply with all relevant instructions, issuances, circulars and procedures issued by UNON regarding entry to, behaviour on and the safety and security of the UNON compound while they are present in the UNON compound.
7. Staff/officials of the Court who use the office space shall be granted access, on the same terms and conditions as staff members of the United Nations serving at UNON, to UNON catering facilities, the UNON Recreation Centre, the UNON Gift Centre and, subject to the prior written consent of the Government, the UNON Commissary.
8. Staff/officials of the Court who are deployed to the office space shall, subject to their signature of a waiver of liability as set out in Annex B, be permitted use of the UNON shuttle-to-home service for staff working after hours and, in the case of General Service staff, to the staff bus services operated by UNON.

Article 6. Services, Assistance and Support

1. At the request of the Court, UNON is prepared to provide the following services, assistance and support to the Court:
 - a. access to UNON's vehicle maintenance facilities for the purpose of first line maintenance of the Court's vehicles, it being understood that neither the United Nations nor UNON is in a position to guarantee parts, consumables or workmanship;
 - b. with the prior written consent of the Government, the sale of petrol, oil and lubricants (POL), of computing equipment and supplies and of PEP kits;
 - c. arrangement of rental by the Court from commercial operators of motor vehicles for the purposes of the official travel of its staff/officials. The procurement of

such rental services shall be carried out in accordance with the United Nations Financial Regulations and Rules, provided that the vehicle rental contract will be entered into between the Court and the rental service provider;

- d. with the prior written consent of the Government and on the understanding that the Court purchases compatible equipment for that purpose, access to United Nations two-way radio security channels for the purposes of communications with the Republic of Kenya, together with assistance in programming, supporting and maintaining such equipment;
- e. without prejudice to the MOU on Security Arrangements, processing of applications to embassies and consulates accredited in Nairobi for the issuance of visas to staff/officials of the Court for the purposes of their official travel;
- f. subject to the terms of the special arrangement on UNLPs, the processing of applications for the issuance of United Nations Laissez-Passer to staff/officials of the Court and for their renewal, as and when necessary;
- g. arrangement of shipping by the Court of the Court's official shipments. The procurement of such shipping services shall be carried out in accordance with the UN Regulations and Rules, provided that the Court shall enter into the shipping contract and the Court shall obtain all insurances it considers necessary;
- h. staff development and training services for staff/officials of the Court;
- i. where possible and to the extent feasible and subject to the terms of the MOU on Security Arrangements, host-country relation services for Court officials, staff and their dependents visiting or deployed to the Republic of Kenya on official business, on the understanding that such services shall not include application to or intervention with the Kenyan authorities with a view to securing the implementation or respect by the Government of the privileges and immunities, facilities and exemptions of the Court and its staff/officials as specified in the Agreement on the Privileges and Immunities of the International Criminal Court of 9 September 2002* or in other agreements or arrangements defining the privileges and immunities of the Court;
- j. facilities for the holding of meetings and seminars organized by the Court, including translation and interpretation services, documentation and conference services and other logistical support services related to the organization of such meetings and seminars. The terms and conditions on which any such facilities and services are provided shall be the subject of supplementary arrangements between UNON and the Registry.

2. In making requests for such services, assistance or support, the Court shall specify the nature of the services, assistance or support that is being sought, when it is sought and for how long. UNON shall inform the Court whether or not it accedes to a request as soon as possible and in any event within 5 (five) working days of its receipt. In the event that it accedes to a request, UNON shall simultaneously inform the Court in writing of the date on which it is able to commence provision of the services, assistance or support concerned and of their estimated cost.

* United Nations, *Treaty Series*, vol. 2271, p. 3.

3. In accordance with the MOU on Security Arrangements and to the extent possible, the United Nations shall make provisions to include the office space provided to the Court, its assets and personnel (staff and non-staff) within the UNON security plan, including security protocols, warden system, and all security training and orientation extended to UNON staff, on the same basis, extended to other UN staff and other personnel present within the UNON Gigiri Complex.

4. The Court agrees to comply with procedures established by UNON with respect to requesting and utilizing facilities, services, assistance and support provided by UNON to the Court. It shall take the necessary steps to ensure that its staff/officials are made aware of such procedures and that they comply with same.

5. The Court agrees that all services, assistance and support will be provided in accordance with applicable United Nations regulations, rules, policies and procedures.

Article 7. Limitations on Court's Use of Office Space, Facilities and Services

1. The Court agrees that the office space made available to it by UNON pursuant to this MOU shall *not* be used for:

- a. meetings with, the interviewing of or the taking of statements from potential witnesses, witnesses, victims, suspects or accused persons or for meetings with the legal representatives of victims, suspects or accused persons or for meetings with or the counselling of victims, witnesses and others who may be at risk on account of the cooperation of victims or witnesses with the Court;
- b. the service of judicial documents in connection with proceedings before the Court, including warrants, summonses, orders, requests and notices;
- c. storing information or evidence gathered by the Prosecutor in the course of his investigations or by the Registrar for the purpose of facilitating investigations pursuant to an order of a Pre-Trial Chamber or a Trial Chamber;
- d. holding press conferences or other events which the media or the general public are invited to attend.

2. The Court agrees that information technology services and support that may be made available to it by UNON pursuant to this MOU shall not be used for the creation, storage or communication of documentation or records or information of the kinds described in paragraph 1 (c) of this Article.

3. The Court agrees that facilities for the holding of meetings and seminars that may be provided to it by UNON pursuant to this MOU shall not be used for press conferences or other events which the media or the general public are invited to attend.

Article 8. Medical Services

1. UNON shall provide:

- a. primary medical services at UNON's Drop-in Clinic
- b. medical travel services at UNON's medical Travel Centre

for staff/officials of the Court who are present in the Republic of Kenya on official business.

2. At the request of the Court, UNON shall provide:

- a. training in basic life support skills to the Court's field security officers and other critical staff and
 - b. paramedical training to the Court's paramedics who are deployed to the Republic of Kenya.
3. UNON shall afford the Court access to its public health education classes and counselling services to staff/officials of the Court who are deployed to the Republic of Kenya.
4. UNON shall include the staff/officials of the Court who are deployed to the Court's office space in the UNON compound within the scope of its occupational health services, its mass casualty planning and preparations, its pandemic preparedness planning and its travel advisory system. It shall also provide the Court upon request with information on health-care institutions and service providers in the Republic of Kenya, it being understood that neither the United Nations nor UNON is in a position to guarantee or warrant the accuracy of such information and that the Court acts on such information at its own risk.
5. At the request of the Court, UNON shall provide medical examinations for staff/officials of the Court who are deployed to the Republic of Kenya. It shall also provide the Court with certification of their sick leave, as and when appropriate.
6. At the request of the Court, UNON shall, as necessary, arrange for the Court the emergency medical treatment of staff/officials of the Court who are present on official business in the Republic of Kenya, including, as necessary, their evacuation from points within the Republic of Kenya to appropriate medical facilities in Nairobi or, as necessary, from the Republic of Kenya to appropriate medical facilities abroad, as well as their admission to and treatment at those facilities. UNON shall arrange for daily visits to staff/officials of the Court receiving treatment at medical facilities in the Republic of Kenya and shall follow up with the doctors who are treating them and relay reports on their progress, including medical reports, to the Court, it being understood that: (i) only UNON medical officers shall be in contact with doctors for the said follow up and (ii) UNON undertakes to respect the confidentiality of such medical information.
7. At the request of and in cooperation with the Court, UNON shall arrange for the Court the repatriation of the body of a staff member/official of the Court who dies in the Republic of Kenya while on official business as well as his or her personal effects located there. As between the United Nations and the Court, it shall be the responsibility of the Court to arrange for any autopsy that may need to be conducted in the Republic of Kenya.
8. The Court shall advise its staff/officials travelling to the Republic of Kenya on official business of the requirement to complete and sign a Release from Liability Form, as set out in Annex C of this MOU, as a condition to obtaining medical services pursuant to this MOU and shall accordingly instruct them to complete and sign such a form before travelling and to carry a copy with them at all times while in the Republic of Kenya. The Court shall transmit completed and signed forms to UNON in advance of the arrival of the staff/officials concerned in the Republic of Kenya.

Article 9. Communications

1. The following officials shall serve as Focal Points for communications between the Parties pursuant to this MOU:

For the UNON

For the Court

The Chief of Staff
Office of the Director-General
United Nation Office at Nairobi
P.O. Box 67578
Nairobi 02000
Kenya

The Chief of the Field Operations Section
Registry
International Criminal Court
Maanweg 174, 2516 AB
The Hague,
Netherlands

2. The Focal Points shall be responsible for:

(a) making, receiving and responding to requests under Article 6 and Article 8, paragraphs 2, 5 and 7, of this MOU;

(b) submitting and receiving invoices, requesting and providing further details and making and receiving payments under Article 4 of this MOU;

(c) transmitting and receiving the waivers and medical release forms provided for in Article 5, paragraphs 3, 4 and 8, and Article 8, paragraph 8, of this MOU;

(d) transmitting the reports provided for in Article 8, paragraph 6, of this MOU.

3. Mutually satisfactory procedures shall be put in place for the making and receiving of requests under Article 8, paragraph 6, of this MOU.

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

5. All requests and communications provided for or contemplated in this MOU shall be treated as confidential unless the Party making the request or communication specifies otherwise in writing. UNON shall restrict the dissemination and availability of such requests and communications and the information that they contain within its relevant offices on a strictly “need to know” basis. UNON shall also take the necessary steps to ensure that those handling such requests and communications are aware of the obligation to maintain strict confidentiality in respect of communications related to the implementation of activities and services pursuant this MOU.

Article 10. Consultation

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

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

3. Any differences between the Parties arising out of or in connection with the implementation of this MOU shall be settled in consultation between the Registrar of the

Court and the Director General of UNON. If such differences are not settled by such consultations, they shall be referred to the President of the Court and to the Secretary-General of the United Nations for resolution.

Article 11. Indemnity

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

2. The Court shall, at its sole cost and expense, be responsible for resolving, and shall indemnify, hold and save harmless, and defend the United Nations, including UNON, and their officials, agents, servants and employees from and against, all suits, proceedings, claims, demands, losses and liability of any nature or kind, including, but not limited to, all litigation costs, attorneys' fees, settlement payments, damages and all other related costs and expenses (the "Liability"), brought by third parties, including, but not limited to, invitees of the Court, witnesses, victims, suspects and accused, convicted and sentenced persons or any other third parties, based on, arising out of or related to, or in connection with the implementation of this MOU, except to the extent the Liability results from the gross negligence or wilful misconduct of the United Nations, including UNON, or their officials, agents, servants or employees.

Article 12. Consent of the Government

Until such time as the United Nations and the Government of the Republic of Kenya may conclude an agreement by which the Government gives its written consent to UNON providing the Court with the services, facilities, assistance and support that are provided for in Article 5, paragraphs 1 and 7 (last element), and in Article 6, paragraph 1 (b) and (d), of this MOU, it shall be the responsibility of the Court to obtain the prior written consent of the Government, as provided for in those Articles.

Article 13. Termination

1. Either Party may terminate this MOU upon providing the other Party with thirty (30) days notice, in writing, by registered mail or courier service with acknowledgement of receipt.

2. In the event of a termination initiated by the Court, the Court shall remain responsible for the payment of outstanding invoices submitted to it by UNON for services, facilities, assistance and support provided to it by UNON before the receipt of the notice of termination.

Article 14. Final Provisions

1. This MOU shall enter into force on the date on which it is signed by both of the Parties.
2. This MOU shall remain in force until it is terminated either by written agreement of the Parties or in accordance with the provisions of its Article 13 of this MOU.
3. This MOU may be modified or amended by written agreement between the Parties.
4. The Annexes to this MOU are an integral part of this MOU.

In witness whereof, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives with the understanding that it shall take effect as of the last date indicated below.

For and on behalf of the United Nations
Office at Nairobi

Date: 09/06/2011

Nairobi

[Signed] SAHLE-WORK ZEWDE
Director-General

For and on behalf of the International
Criminal Court

Date: 13/06/2011

The Hague

[Signed] SILVANA ARBIA
Registrar

ANNEX A

RELEASE FROM LIABILITY IN CONNECTION WITH USE OF OR
PRESENCE ON UN/UNON PREMISES

I, the undersigned, hereby recognize that my use of or presence on UN/UNON premises is solely for my own convenience and benefit or that of my employer and may take place in areas or under conditions of special risk. In consideration of my being permitted on to or to use such premises, I hereby:

(a) assume all risks and liabilities during my use of or presence on UN/UNON premises;

(b) recognize that neither the United Nations, including UNON, nor any of their officials, agents, servants or employees is liable for any loss, damage, injury or death that may be sustained by me during my use of or presence on UN/UNON premises;

(c) agree, for myself as well as for my dependants, heirs and estate, to hold harmless the United Nations, including UNON, and all their officials, agents, servants and employees from any claim or action on account of any such loss, damage, injury or death;

(d) agree, for myself as well as for my dependants, heirs and estate, that, in the event that the United Nations has applicable insurance to cover personal injury or death, the liability of the United Nations shall be limited to and shall not exceed the amounts of such insurance coverage;

(e) further agree, for myself as well as for my dependants, heirs and estate, that we shall look first to any insurance taken out by myself or provided by my employer covering such loss damage, injury or death and that compensation shall be payable by the United Nations only to the extent that the limits provided under paragraph (d) above exceed the amounts recovered from such insurance;

(f) agree, for myself as well as for my dependants, heirs and estate, that in the event that I sustain any loss, damage, injury or death during my use of or presence on UN/UNON premises for which the United Nations otherwise may be found to be liable, such liability, if any, shall be subject to the terms of paragraphs 8 and 9 of General Assembly resolution 52/247 of 17 July 1998, whether or not my use of or presence on such premises is carried out in the context of peacekeeping operations and whether or not such terms are otherwise directly applicable by virtue of that resolution.*

* In paragraphs 8 and 9 of its resolution 52/247 of 17 July 1998, the General Assembly:

“8. Decides that, where the liability of the Organization is engaged in relation to third-party claims against the Organization resulting from peacekeeping operations, the Organization will not pay compensation in regard to such claims submitted after six months from the time the damage, injury or loss was sustained, or from the time it was discovered by the claimant, and in any event after one year from the termination of the mandate of the peacekeeping operation, provided that in exceptional circumstances, such as described in paragraph 20 of the report of the Secretary-General (A/51/903), the Secretary-General may accept for consideration a claim made at a later date;

9. Decides also, in respect of third-party claims against the Organization for personal injury, illness or death resulting from peacekeeping operations, that:

(a) Compensable types of injury or loss shall be limited to economic loss, such as medical and rehabilitation expenses, loss of earnings, loss of financial support, transportation expenses associated with the injury, illness or medical care, legal and burial expenses;

(b) No compensation shall be payable by the United Nations for non-economic loss, such as pain and suffering or moral anguish, as well as punitive or moral damages;

(c) No compensation shall be payable by the United Nations for homemaker services and other such damages that, in the sole opinion of the Secretary-General, are impossible to verify or are not directly related to the injury or loss itself;

(d) The amount of compensation payable for injury, illness or death of any individual, including for the types of loss and expenses described in subparagraph (a) above, shall not exceed a maximum of 50,000 United States dollars, provided, however, that within such limitation the actual amount is to be determined by reference to local compensation standards;

(e) In exceptional circumstances, the Secretary-General may recommend to the General Assembly, for its approval, that the limitation of 50,000 dollars provided for in subparagraph (d) above be exceeded in a particular case if the Secretary-General, after carrying out the required investigation, finds that there are compelling reasons for exceeding the limitation”.

ANNEX B

GENERAL RELEASE FROM LIABILITY ON ACCOUNT OF
USE OF UN/UNON-PROVIDED GROUND TRANSPORT

I, the undersigned, hereby recognize that all my travel on United Nations-provided transport is solely for the convenience and benefit of the International Criminal Court and/or of myself, and may take place in areas or under conditions of special risk. In consideration of being permitted to travel on such means of transport, I hereby:

(a) assume all risks and liabilities during such travel;

(b) recognize that neither the United Nations, including UNON, nor any of their officials, employees or agents is liable for any loss, damage, injury or death that may be sustained by me during such travel;

(c) agree, for myself as well as for my dependants, heirs and estate, to hold harmless the United Nations, including UNON, and all their officials, employees and agents from any claim or action on account of any such loss, damage, injury or death;

(d) agree, for myself as well as for my dependants, heirs and estate, that, in the event that I sustain any loss, damage, injury or death during such travel for which the United Nations otherwise may be found to be liable, such liability, if any, shall be subject to the terms of paragraphs 8 and 9 of General Assembly resolution 52/247 of 17 July 1998, whether or not my travel on United Nations-provided means of transport was in the context of a peacekeeping operation and whether or not such terms are otherwise directly applicable by virtue of that resolution.*

Passenger

Date

* *Ibid.*

ANNEX C

RELEASE FROM LIABILITY IN CONNECTION WITH PROVISION OF
MEDICAL SERVICES BY UNON

I, the undersigned, hereby recognize that any and all medical services that may be provided to me by the United Nations or at United Nations medical facilities in the Republic of Kenya or arranged for me by the United Nations in the Republic of Kenya or elsewhere are solely for my own convenience and benefit and for work-related purposes and that they may be provided in areas or under conditions of special risk. In consideration of receiving such medical services, I hereby:

(a) assume all risk and liabilities in connection with the provision of such medical services;

(b) recognize that neither the United Nations, including UNON, nor any of their officials, employees or agents is liable for any loss, damage, injury or death that may be sustained by me during the provision of such medical services;

(c) agree, for myself as well as for my dependants, heirs and estate, to hold harmless the United Nations, including UNON, and all of their officials, employees and agents from any claim, suit, liability or demand related to such loss, damage, injury or death;

(d) agree, for myself as well as for my dependants, heirs and estate, that, in the event that the United Nations has insurance to cover personal injury or death for any loss arising from emergency medical services provided, the liability of the United Nations shall be limited to, and shall not exceed, the amounts of such insurance coverage;

(e) further agree, for myself as well as for my dependants, heirs and estate, that we shall look first to any insurance taken out by myself or provided by my employer covering such loss, damage, injury or death and that compensation shall be payable by the United Nations only to the extent that the limits provided under paragraph (d) above exceed the amounts recovered from such insurance.

(Date)

(Signature of staff member/official)

(Witness)

(Print name of staff member/official)

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 2011, the Republic of Mozambique and the Republic of Moldova acceded to the Convention.

In 2011, 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>
Republic of Moldova	2 September 2011	United Nations Industrial Development Organization***
Republic of Mozambique	6 October 2011	United Nations Industrial Development Organization
Republic of Mozambique	6 October 2011	World Health Organization****

2. International Labour Organization

On 26 February 2011, an agreement for extension to the “Supplementary Understanding and its Minutes of the Meeting dated 28th February, 2007”¹ was concluded and entered into force with the Government of Myanmar. The agreement extended the Supplementary Understanding relating to the role of the Liaison Officer with respect to forced labour complaints channelled through him/her.²

On 9 July 2011, the Government of South Sudan confirmed its acceptance of a provisional framework agreement to cover technical and other cooperation between South Sudan and the International Labour Organization, pending conclusion of the final agreement.

* 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>.

*** United Nations, *Treaty Series*, vol. 1482, p. 244.

**** Annex VII - World Health Organization - to the Convention on the Privileges and Immunities of the Specialized Agencies was signed at Geneva, 17 July 1948, and has entered into force.

¹ International Labour Office, Developments concerning the question of the observance by the Government of Myanmar of the Forced Labour Convention, 1930 (No, 29), document GB.298/5/1, appendix. Available from http://www.ilo.org/wcmsp5/groups/public/-ed_norm/-relconf/documents/meetingdocument/wcms_gb_298_5_1_en.pdf (accessed on 31 December 2011).

² *Ibid.*, Developments concerning the question of the observance by the Government of Myanmar of the Forced Labour Convention, 1930 (No, 29), document GB.310/5, appendix 1. Available from http://www.ilo.org/wcmsp5/groups/public/-ed_norm/-relconf/documents/meetingdocument/wcms_152980.pdf (accessed on 31 December 2011).

3. Food and Agriculture Organization

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

On 25 April and 14 September 2011, agreements were concluded with the Republic of Tajikistan and the Democratic Republic of Timor-Leste, respectively, for the establishment of FAO representations in those countries. Both governments agreed to extend to the FAO Representative and to the Organization's staff and assets the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies and confirmed that the FAO Representatives will receive the treatment accorded in international law to Heads of Diplomatic Missions.

(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 2011 with the Governments of the following countries acting as host to such sessions: Brazil, Bulgaria, Canada, Egypt, Finland, France, Germany, India, Morocco, Papua New Guinea, Spain, Sri Lanka, Switzerland, Thailand and Tunisia.

4. United Nations Educational, Scientific and Cultural Organization

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

PRIVILEGES AND IMMUNITIES

The Government of [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 [name of State] authorities shall be entitled to adopt appro-

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

priate measures to ensure the protection of the participants, particularly against fire and other risks, of the above-mentioned premises, facilities and furniture. The Government of [name of State] may also claim from UNESCO compensation for any damage to persons and property caused by the fault of staff members or agents of the Organization.

5. International Fund for Agricultural Development

Headquarters agreement between the Republic of Malawi and the International Fund for Agricultural Development on the establishment of IFAD's country office*

Whereas the International Fund for Agricultural Development (IFAD), a Specialised Agency of the United Nations Organisation, wishes to establish a Country Office in the Republic of Malawi 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 Malawi agrees to permit the establishment of such an office.

Whereas the Republic of Malawi acceded on 2 August 1965 to the Convention on the Privileges and Immunities of the Specialized Agencies.

Whereas the Republic of Malawi ratified on 13 December 1977 the Agreement Establishing IFAD.

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

Article I. Definitions

For the purpose of this Agreement:

“Government” means the Republic of Malawi;

“the Fund” or “IFAD” means the International Fund for Agricultural Development;

* Entered into force on 18 October 2011 by signature, in accordance with article XIV. In 2011, IFAD concluded eight textually similar agreements, namely the Headquarters Agreement between the Government of the Republic of Uganda and the International Fund for Agricultural Development on the Establishment of the IFAD's Country Office (entered into force on 20 February 2011); Agreement between the Government of the Republic of Mozambique and the International Fund for Agricultural Development on the Establishment of the IFAD's Country Office (entered into force on 20 February 2011); Agreement between the Government of the Republic of Egypt and the International Fund for Agricultural Development on the Establishment of the IFAD's Country Office in Cairo, Egypt (entered into force on 19 November 2011); Agreement between the Government of the Republic of Congo and the International Fund for Agricultural Development on the Establishment of the IFAD's Country Office (entered into force on 21 February 2011); Agreement between the Government of the Republic of Cameroon and the International Fund for Agricultural Development on the Establishment of the IFAD's Country Office (entered into force on 14 June 2011); Agreement between the Government of the Republic of Senegal and the International Fund for Agricultural Development on the Establishment of the IFAD's Country Office (entered into force on 12 October 2011); Agreement between the Government of the Republic of Guinea and the International Fund for Agricultural Development on the Establishment of the IFAD's Country Office (entered into force on 24 May 2011); and Agreement between the Government of the Democratic Republic of Congo and the International Fund for Agricultural Development on the Establishment of the IFAD's Country Office (Entry into force on 22 February 2011).

“Office” means the International Fund for Agricultural Development’s Country Office located in the Republic of Malawi;

“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 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 authorised 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.
4. The Office should 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 Malawi.
5. The authorities, officials and agents of the Republic of Malawi shall not enter the Office in an official capacity unless at the request or with the authorisation 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 Malawi 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 Malawi 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 of 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 impaired by such a situation.

Article V. Communications

The Office's communications shall enjoy protection under the conditions and limitations defined in sections 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 and indirect taxes on goods directly imported or purchased locally by the organisation for its official use in the Republic of Malawi, 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. Articles imported under such exemption will not be sold in the Republic of Malawi except under conditions agreed with the Government; and subject to compliance with such conditions as the Commissioner General of the Malawi Revenue Authority (MRA) may prescribe for the protection of revenue.

(c) 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 the, and have accounts in the Republic of Malawi in local currency or any other currency and convert any currency held by it into any other currency.

(b) transfer currencies within the territory of the Republic of Malawi.

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

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 Malawi, 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 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 in the business of IFAD.

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

5. The Government undertakes to authorise the following persons and their dependants to enter into the Republic of Malawi 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.

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 Malawi to leave the territory of the Republic of Malawi 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 missions.

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 recognised 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 Organisation 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 Malawi:

(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;

(b) exemption from income taxation on salaries and emoluments for IFAD officials as provided under the Taxation Act of the Law of Malawi paragraph(s) under General Exemptions;

(c) exemption, together with their spouses and other dependents, for 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 six (6) months after first taking up their functions in the Republic of Malawi;

(f) every two (2) years, admission of one vehicle per family, imported or purchased, 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, 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 diplomatic agents.

3. Nationals and permanent residents of the Republic of Malawi employed by the Office shall enjoy privileges and immunities provided in the Taxation Act of the Law of Malawi paragraph(s) under General Exemptions.

Article XII. General provisions

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

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 whom 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 Malawi. They also have the duty not to interfere in the internal affairs of the Republic of Malawi.

4. The President of IFAD has the right to waive this 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 Country Representative shall take all measures necessary 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 the 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 took 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 Malawi.

8. Should the Government find it necessary to apply paragraph 7 of this Article, it shall enter into contact with 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 Malawi.

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 wilful misconduct of such persons.

11. Whenever this Agreement imposes obligations on the competent authorities, the Government shall be ultimately responsible for ensuring the fulfillment of such 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 Malawi, 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 shall come into force upon signature by both parties.

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

3. The obligations assumed by the Government and the Office 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.

In witness whereof the undersigned duly authorised representatives of the Government and the Fund respectively have, on behalf of both parties, signed the present Agreement in Rome, Italy on 18 October 2011 in two original copies.

Republic of Malawi

[Signed] BRAVE RONA NDISALE
Ambassador of the Republic Malawi

Intenational Fund for Agricultural Development

[Signed] KANAYO F. NWANZE
President

6. United Nations Industrial Development Organization

The United Nations Industrial Development Organization concluded various agreements which came into force in 2011 that contained provisions relating to the legal status, privileges and immunities of UNIDO.

- (a) Framework agreement between the Swiss Confederation, acting through the State Secretariat for Economic Affairs of Switzerland (SECO) and the United Nations Conference on Trade and Development (UNCTAD), the International Trade Centre (ITC), the United Nations Industrial Development Organization (UNIDO), the International Labour Organization (ILO) and the United Nations Office for Project Services (UNOPS) on the implementation of interagency trade-related assistance in selected Least Developed Countries (LDCs), signed on 9 May 2011***

10. Nothing in or relating to this Framework Agreement shall be construed as a waiver, express or implied, of any of the privileges or immunities accorded to the Parties.

- (b) Grant agreement between the United Nations Industrial Development Organization and the International Fund for Agricultural Development, dated 3 February, regarding the implementation of a project entitled “Youth as catalysts for small scale agri-business development and growth in Western and Central Africa”, signed on 7 February and 31 May 2011****

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) Exchange of letters between the United Nations Industrial Development Organization and the Republic of South Sudan regarding the continuation of the UNIDO operations in the Republic of South Sudan, signed on 9 July 2011*****

The Government of South Sudan confirms that pending conclusion of the Standard Basic Cooperation Agreement between UNIDO and the Government of South Sudan, the provisions of the UNIDO Model Standard Basic Cooperation Agreement, attached hereto

* Entered into force on 9 May 2011 upon signature by all parties.

** Entered into force on 31 May 2011 upon signature.

*** Entered into force on 9 July 2011 upon signature.

shall apply to UNIDO, its premises, property, funds and assets as well as to its personnel and their activities in the Republic of South Sudan.

(d) Inter-agency agreement between the United Nations Industrial Development Organization and the Food and Agriculture Organization of the United Nations regarding the implementation of a project in the Republic of South Sudan entitled “Sustainable food security through community-based livelihood development and water harvesting”, signed on 5 and 22 July 2011*

16. Nothing in this Inter-agency Letter of Agreement will be deemed a waiver, express or implied, of any of the privileges and immunities of the Lead Executing Agency and the Collaborating Agency.

...

20. In carrying out their respective activities, neither the Lead Executing Agency nor the Collaborating Agency shall be considered as a principal or an agent of the other, and the personnel of one shall not be considered as staff members, personnel or agents of the other.

Without restricting the generality of the foregoing sentence, the Lead Executing Agency shall not be liable for the acts or omissions of the Collaborating Agency, its personnel or any persons performing services on its behalf, or vice versa.”

(e) Memorandum of Understanding between the Government of the Republic of Indonesia and the United Nations System on the framework for cooperation with and support for the Indonesian national reducing emissions from deforestation and forest degradation (REDD) + programme in the Republic of Indonesia, signed on 20 September 2011*****

Article 1. Legal Framework

The Government agrees to the activities to be undertaken by the UN System through UNORCID further to this MOU, and reaffirms that the privileges and immunities and other provisions contained in the Conventions and other agreements or arrangements referred to in the penultimate recital of the Preamble above, will apply to the respective entities of the UN System and their personnel, assets and activities hereunder.

...

Article 6. Miscellaneous

i. The implementation of this MOU will be in compliance with the respective regulations, rules, policies and procedures of the Government and the UN System.

* Entered into force on 22 July 2011 upon signature.

** Refers to United Nations agencies, funds and programmes.

*** Entered into force on 20 September 2011 upon signature.

...

iv. The Parties will attempt to resolve by mutual agreement any dispute related to the subject matter of this MOU.

...

vi. Nothing in or relating to this MOU will be deemed a waiver, express or implied, of any privileges and immunities of the United Nations, including its subsidiary organs, or of the Specialized Agencies of the United Nations.”

(f) Memorandum of Understanding between the United Nations Industrial Development Organization and the Foreign Economic Cooperation Office, Ministry of Environmental Protection of the People’s Republic of China (FECO), signed on 2 September and 8 October 2011*

Article VI. Privileges and Immunities

Nothing in or relating to this Memorandum of Understanding shall be deemed a waiver, express, or implied, of any of the privileges and immunities of UNIDO, including its subsidiary organs.

* Entered into force on 8 October 2011 upon signature.