

*Extract from:*

# UNITED NATIONS JURIDICAL YEARBOOK

2012

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

Chapter II. Treaties concerning the legal status of the United Nations and related intergovernmental organizations



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# CONTENTS

	<i>Page</i>
FOREWORD . . . . .	xxiii
ABBREVIATIONS . . . . .	xxv

## **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
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CHAPTER II. TREATIES CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL ORGANIZATIONS	
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### **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 United Nations and the Government of the Republic of Korea regarding the establishment of the Regional Centre for Asia and the Pacific of the United Nations Commission on International Trade Law. Incheon, 10 January 2012. . . . .	5
(b) Agreement between the Government of Libya and the United Na- tions concerning the status of the United Nations Support Mission in Libya. Tripoli, 10 January 2012. . . . .	13
(c) Agreement between the United Nations and the Transitional Federal Government of Somalia concerning the status of the United Nations Political Office for Somalia. Mogadishu, 24 January 2012. . . . .	26
(d) Agreement between the United Nations and the Government of India relating to the establishment of the Sub-regional Office for South and South-West Asia of the United Nations Economic and Social Commission for Asia and the Pacific. Bangkok, 13 March 2012 . . . . .	40
(e) Exchange of letters constituting an Agreement between the Unit- ed Nations and the Government of the Republic of India concern- ing the organization of the Fifth Regional Workshop for Police Of- ficers, Prosecutors and Judges in South Asia on Effectively Coun- tering Terrorism to be held in New Delhi, India, from 20 to 22 March 2012. New York, 16 and 20 March 2012 . . . . .	48
(f) Agreement between the United Nations and the Federative Re- public of Brazil regarding arrangements for the United Nations Conference on Sustainable Development, to be held at Rio de Ja- neiro, Brazil, from 13 to 22 June 2012. New York, 5 April 2012. . .	51

	<i>Page</i>
(g) Exchange of letters constituting an Agreement between the United Nations and the Government of Thailand on the holding of the Regional Course in International Law, to be held in Bangkok from 12 to 30 November 2012. New York, 27 February 2012 and 22 May 2012.....	59
(h) Agreement between the United Nations and the Government of Sudan concerning the status of the United Nations Interim Security Force for Abyei. New York, 1 October 2012.....	63
3. Other agreements	
Memorandum of Understanding between the United Nations and the International Criminal Court concerning cooperation between the United Nations Operation in Côte d'Ivoire (UNOCI) and the Prosecutor of the International Criminal Court. New York, 20 and 23 January 2012 .....	78
4. United Nations Development Programme	
(a) Agreement between the Republic of Nauru and the United Nations Development Programme. Suva, 3 February 2012.....	96
(b) Agreement between the Republic of Singapore and the United Nations Development Programme concerning the establishment of the Global Centre for Public Service Excellence. New York, 25 September 2012.....	106
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.....	116
2. United Nations Educational, Scientific and Cultural Organization	
Agreement between the Government of the Federal Republic of Germany and the United Nations Educational, Scientific and Cultural Organization concerning the Fifth Session of the International Conference of Ministers and Senior Officials Responsible for Physical Education and Sport (MINEPS V). Paris, 10 August 2012 .....	117
3. International Fund for Agricultural Development	
Agreement between the Government of the Lao People's Democratic Republic and the International Fund for Agricultural Development (IFAD) on the establishment of the IFAD's country office .....	121
4. United Nations Industrial Development Organization	
(a) Memorandum of understanding between the United Nations Industrial Development Organization and Israel's Agency for International Development Cooperation, Ministry of Foreign Affairs (MASHAV), signed on 14 May 2012 .....	127

	<i>Page</i>
(b) Implementation agreement between the United Nations Industrial Development Organization, the United Nations Environment Programme and the Ministry of Environment and Sustainable Development of Côte d'Ivoire regarding the implementation of a project in Côte d'Ivoire entitled "Reducing mercury risks from artisanal and small scale gold mining (ASGM) in Côte d'Ivoire", signed on 3, 19 and 26 October 2012 .....	128
(c) Trust fund agreement between the United Nations Industrial Development Organization and the Innovation and Industrial Development Fund, Republic of Armenia regarding the implementation of a project in Armenia entitled "Establishment of a Centre for International Industrial Cooperation (CIIC) in Armenia", signed on 23 October and 5 November 2012 .....	128
5. Organisation for the Prohibition of Chemical Weapons Agreement between the Organisation for the Prohibition of Chemical Weapons (OPCW) and the Czech Republic on the Privileges and Immunities of the OPCW .....	129

## **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**

<b>A. GENERAL REVIEW OF THE LEGAL ACTIVITIES OF THE UNITED NATIONS</b>	
1. Membership of the United Nations .....	139
2. Peace and Security	
(a) Peacekeeping missions and operations .....	140
(b) Political and peacebuilding missions .....	148
(c) Other bodies .....	153
(d) Missions of the Security Council .....	155
(e) Action of Member States authorized by the Security Council . . .	157
(f) Sanctions imposed under Chapter VII of the Charter of the United Nations .....	160
(g) Terrorism .....	169
(h) Humanitarian law and human rights in the context of peace and security .....	173
(i) Piracy .....	174
(j) Transnational organized crime .....	175
3. Disarmament and related matters	
(a) Disarmament machinery .....	176
(b) Nuclear disarmament and non-proliferation issues .....	178
(c) Biological and chemical weapons issues .....	182
(d) Conventional weapons issues .....	184

## 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\*\*

San Marino and Switzerland acceded to the Convention on 22 February 2012 and on 25 September 2012, respectively. As at 31 December 2012, there were 159 States parties to the Convention.\*\*\*

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

###### (a) Agreement between the United Nations and the Government of the Republic of Korea regarding the establishment of the Regional Centre for Asia and the Pacific of the United Nations Commission on International Trade Law. Incheon, 10 January 2012\*\*\*\*

The United Nations and the Government of the Republic of Korea (hereinafter referred to as the “Government”) (together jointly referred to as the “Parties”):

Whereas the General Assembly of the United Nations noted, in its resolution 64/111 of 16 December 2009, the request by the United Nations Commission on International Trade Law (hereinafter referred to as “UNCITRAL”) for its Secretariat to explore the possibility of establishing a presence in specific regions or countries with a view to facilitating the provision of technical assistance with respect to the use and adoption of UNCITRAL texts;

Whereas the Parties have agreed to cooperate in facilitating the provision of technical assistance in the Asia-Pacific region with a view to promoting the awareness, implemen-

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\* In light of the large number of treaties concluded, only a selection of the relevant treaties is reproduced herein.

\*\* 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>.

\*\*\*\* Entered into force on 8 February 2012 by notification, in accordance with the provisions of article 20.

tation and uniform interpretation of UNCITRAL texts by establishing the UNCITRAL Regional Centre for Asia and the Pacific (hereinafter referred to as the “Regional Centre”);

Whereas the United Nations, following a comprehensive consultation with its member States, decided to accept the offer from the Government to establish the Regional Centre in the Republic of Korea;

Whereas the Parties have agreed that the United Nations shall be responsible for the management of funds provided to the United Nations to meet the costs of the Regional Centre; and

Whereas the Government has agreed to grant the United Nations the necessary privileges and immunities as well as facilities for the Regional Centre to perform its functions;

Have agreed as follows:

*Article 1. Establishment and location*

The Regional Centre shall be established and located in the Republic of Korea.

*Article 2. Objective and functions*

1. The objective of the Regional Centre is to enhance international trade and development in the Asia-Pacific region by promoting certainty in international commercial transactions through the dissemination of international trade norms and standards, in particular relevant UNCITRAL texts.

2. The Regional Centre shall carry out the following functions:

(a) provide technical assistance to States in the region with respect to the implementation and uniform interpretation of UNCITRAL texts;

(b) consult closely with international and regional organizations active in the region with respect to law reform projects aimed at capacity building of States in the region;

(c) collect and update information on case law and enactments of UNCITRAL texts in the region;

(d) disseminate information about recent developments in the field of international trade law, including those of UNCITRAL;

(e) serve as a liaison office of UNCITRAL in the region by building professional networks and undertaking outreach activities; and

(f) undertake other activities mutually agreed upon by the Parties.

*Article 3. Legal capacity*

The United Nations, acting through the Regional Centre, shall have the capacity to:

(a) contract;

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

(c) institute legal proceedings.

*Article 4. Regional Centre personnel*

1. The Regional Centre shall be headed by an internationally-recruited staff (hereinafter referred to as the “Head of the Regional Centre”), and shall be comprised of other United Nations staff. The Head of the Regional Centre and all other United Nations staff of the Regional Centre are United Nations officials, irrespective of their nationalities.

2. 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 hourly rates, as noted in General Assembly Resolution 76(I) of 7 December 1946.

3. The United Nations shall provide the Government, from time to time, in writing, the list of United Nations officials and their families and any change thereto.

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

5. The level and number of United Nations officials shall be agreed upon separately by the Parties, subject to the needs of the Regional Centre and the availability of financial resources.

*Article 5. Financing*

The Government and its relevant authorities shall, subject to relevant and appropriate laws and regulations and the annual budget appropriation in the Republic of Korea, contribute substantially to financing the Regional Centre and its activities, as shall be separately agreed between the Parties.

*Article 6. Applicability of the Convention to the Regional Centre*

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 a party since 9 April 1992, without prejudice to the reservation made by the Government upon its accession thereto, shall apply to the United Nations, including the Regional Centre, its property and assets, its officials and experts on mission in the Republic of Korea.

*Article 7. Premises and security*

1. The premises for the Regional Centre shall be deemed to constitute premises of the United Nations as referred to in section 3 of the Convention.

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

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

4. The appropriate authorities of the Government shall exercise due diligence to ensure the security, protection and tranquility of the premises of the Regional Centre. They

shall also take all possible measures to ensure that the tranquility of the Regional Centre is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

5. Without prejudice to and notwithstanding the foregoing paragraph, 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.

6. 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 Regional Centre.

7. The premises of the Regional Centre 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 the Regional Centre, their respective powers to ensure that the premises of the Regional Centre 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 Regional Centre as being of equal importance with the needs of diplomatic missions and other intergovernmental organizations in the Republic of Korea, and shall take steps accordingly to ensure that the functions of the Regional Centre are not prejudiced.

3. The Head of the Regional Centre 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 Regional Centre under conditions that shall not unreasonably disturb the functions of the Regional Centre.

#### *Article 9. Communications and publications*

1. The Regional Centre shall enjoy, in respect of its official communications, treatment no less favorable than that accorded by the Government to any diplomatic mission or other intergovernmental organizations 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 Regional Centre, or to any of its officials, and outward official communications of the Regional Centre, by whatever form transmitted, shall be immune from censorship and from any other form of interference.

3. The United Nations, acting through the Regional Centre, shall have the right to use codes and to dispatch and receive official correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers and bags. The bags must bear visibly the United Nations



emblem and may contain only documents or articles intended for official use, and the courier should be provided with a courier certificate issued by the United Nations.

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

*Article 10. Archives*

The archives of the Regional Centre shall be inviolable.

*Article 11. Funds, assets and other property*

1. The Regional Centre, its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case the United Nations has expressly waived the immunity. It is, however, understood that no waiver of immunity shall extend to any 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 Regional Centre except with the express consent of and under conditions approved by the Head of the Regional Centre. 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 Regional Centre shall be inviolable. The Regional Centre'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 Regional Centre 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 Regional Centre and its assets, income and other property shall be:

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

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

ed Nations, shall not be sold in the Republic of Korea except under conditions agreed with the appropriate authorities of the Government.

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

*Article 13. Participants in the meetings of the Regional Centre*

1. Representatives of Members of the United Nations invited to meetings, seminars, training courses, symposiums and workshops organized by the Regional Centre 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 Regional Centre, to whom the Convention shall be applicable.

*Article 14. Flag and emblem*

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

*Article 15. Access, transit and residence*

1. The Government shall take all necessary measures, without undue delay, to facilitate the entry into and exit from, and movement and sojourn within, the Republic of Korea of the following persons:

- (a) the Head and other United Nations officials of the Regional Centre, as well as their spouses and dependant relatives;
- (b) experts on mission for the Regional Centre;
- (c) officials of the United Nations or specialized agencies, having official business with the Regional Centre; and
- (d) other persons invited by the Regional Centre on official business.

2. The relevant authorities of the Government shall grant facilities for speedy travel to persons referred to in paragraph 1. Visas, when required, shall be issued as promptly as possible.

3. Persons referred to in paragraph 1 shall hold a personal identity card issued by the Regional Centre equivalent to a standard United Nations identity card.

4. The relevant authorities of the Government shall issue appropriate identity cards to the United Nations officials of the Regional Centre, their spouses and dependent relatives after receiving relevant information from the Regional Centre.

*Article 16. Laissez-passer*

The Government shall recognize and accept the United Nations *laissez-passer* issued to officials traveling for the purpose of official business of the Regional Centre as a valid travel document equivalent to a passport.

*Article 17. Privileges and immunities*

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

(a) immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity continuing to be accorded after termination of their employment with the Regional Centre;

(b) exemption from taxation on the salaries and emoluments paid to them by the United Nations; 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 and other United Nations officials of the Regional Centre shall be:

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

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

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

(d) given 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 officials in the Republic of Korea.

3. Experts on mission for the Regional Centre 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. Settlement of disputes*

1. Any dispute or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, which is not settled amicably through consultation between the Parties, shall be submitted to arbitration at the request of either Party.

2. Each Party shall appoint one arbitrator and the two arbitrators so appointed shall appoint a third, who shall be the chairperson. If either Party has not appointed an arbitrator within two (2) months of the request for arbitration or if the third arbitrator has not been appointed within two (2) months of the appointment of the two (2) arbitrators, either Party may request the President of the International Court of Justice to appoint an arbitrator.

3. The procedure of the arbitration shall be fixed, in consultation with the Parties, 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. They also have a duty not to interfere in the internal affairs of the Republic of Korea.

2. The Regional Centre 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 as well as 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 the Regional Centre shall, upon request, consult with the appropriate authorities to determine whether any such abuse has occurred. If such consultations fail to achieve a result satisfactory to the Government and to the Head of the Regional Centre, 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 may be made by mutual consent, in writing.

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

5. Either Party may terminate this Agreement by giving a written notice to the other Party of its decision to terminate the Agreement. This Agreement shall be terminated six (6) months after receipt of such notice by the other Party, except as regards the normal

cessation of the activities of the Regional Centre and the disposal of its property in the Republic of Korea, as well as the resolution of any disputes between the Parties.

6. This Agreement shall be reviewed by the Parties after five (5) years of operation of the Regional Centre.

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

Done in duplicate at Incheon this tenth day of January, 2012, in the English language.

For the United Nations

For the Government of the Republic  
of Korea

[Signed] PATRICIA O'BRIEN

[Signed] KWON, JAE-JIN

Under-Secretary-General for Legal  
Affairs

Minister of Justice

The Legal Counsel

**(b) Agreement between the Government of Libya and the United Nations  
concerning the status of the United Nations Support Mission in Libya.  
Tripoli, 10 January 2012\***

I. DEFINITIONS

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

(a) "UNSMIL" means the United Nations Support Mission in Libya established in accordance with Security Council resolution 2009 (2011) of 16 September 2011 in which the Security Council, *inter alia*, reaffirmed "its strong commitment to the sovereignty, independence, territorial integrity and national unity of Libya" and established UNSMIL "to assist and support Libyan national efforts".

(b) "Special Representative" means the Special Representative for Libya appointed by the Secretary-General of the United Nations. Any reference to the Special Representative in this Agreement shall, except in paragraph 24, include any member of UNSMIL to whom he or she delegates a specified function or authority. It shall also include, including in paragraph 24, any member of UNSMIL whom the Secretary-General may designate as acting Head of Office of UNSMIL following the death or resignation of the Special Representative;

(c) "member of UNSMIL" means:

(i) the Special Representative;

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

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

(iv) other persons assigned to perform missions for UNSMIL.

(d) "the Government" means the Government of Libya;

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\* Entered into force on 10 January 2012 by signature, in accordance with the provisions of article XI.

(e) “the territory” means the territory of Libya;

(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 Libya is a party;

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

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

(i) “aircraft” means aircraft in use by the United Nations and operated by members of UNSMIL or contractors in support of UNSMIL activities;

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

## II. APPLICATION OF THE PRESENT AGREEMENT

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

## III. APPLICATION OF THE CONVENTION

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

## IV. STATUS OF UNSMIL

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

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

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

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

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

*Communications*

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

9. Subject to the provisions of paragraph 8:

(a) UNSMIL shall have the right to install and to operate radio sending, receiving and repeater stations, as well as satellite systems, in order to connect appropriate points within the territory of Libya 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 and shall be allocated expeditiously by the Government. UNSMIL shall be exempt from any and all taxes on, and from any and all fees for, the allocation of frequencies for this purpose, as well as from any and all taxes on, and all fees for, their use. However, UNSMIL will not claim exemption from fees which are in fact no more than charges for services rendered, it being understood that such charges shall be charged at the most favourable rate.

(b) UNSMIL shall enjoy, within the territory of Libya, 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 UNSMIL, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio may operate and the areas of land on which sending, receiving and repeater stations may be erected shall be decided upon in cooperation with the Government and shall be allocated expeditiously. UNSMIL shall be exempt from any and all taxes on, and from any and all fees for, the allocation of frequencies for this purpose, as well as from all taxes on, and all fees for, their use. However, UNSMIL will not claim exemption from fees which are in fact no more than charges for services rendered, it being understood that such charges shall be charged at the most favourable rate. Connections with local telephone and electronic data systems may be made only after consultation and in accordance with arrangements made with the Government. Use of those local systems by UNSMIL shall be charged at the most favourable rate.

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

*Travel and transport*

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

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

12. UNSMIL and its members and contractors, as well as vehicles, vessels and aircraft, including vehicles, vessels and aircraft of its contractors used exclusively in the performance of services for UNSMIL, may use roads, bridges, airfields and airspace without the payment of any form of monetary contributions, dues, tolls, user fees or charges, including airport taxes, landing fees, parking fees and overflight fees, port fees or charges, including wharfage and compulsory pilotage charges. However, UNSMIL 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 UNSMIL*

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

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

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



members of UNSMIL. He or she shall give due consideration to observations or requests by the Government concerning the operation of the commissaries;

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

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

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

#### V. FACILITIES FOR UNSMIL AND CONTRACTORS

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

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

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

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

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

*Provisions, supplies and services, and sanitary arrangements*

18. The Government agrees to grant promptly, upon presentation by UNSMIL 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, for the exclusive and official use of UNSMIL, including in respect of import by contractors, free of any prohibitions and restrictions and without the payment of monetary contributions or duties, fees, charges or taxes, including value-added tax. The Government likewise agrees to grant promptly all necessary authorizations, permits and licenses required for the purchase or export of such goods, including in respect of purchase by UNSMIL's contractors, free of any prohibitions and restrictions and without the payment of monetary contributions, duties, fees, charges or taxes.

19. The Government undertakes to assist UNSMIL as far as possible in obtaining equipment, provisions, supplies, materials and other goods and services from local sources required for its subsistence and operations. In respect of equipment, provisions, supplies, materials and other goods and services purchased locally by UNSMIL or by contractors for the official and exclusive use of UNSMIL, 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 UNSMIL and contractors from general sales taxes in respect of all local purchases for the exclusive and official use of UNSMIL. In making purchases on the local market, UNSMIL shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy.

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

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

*Recruitment of local personnel*

22. UNSMIL 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 UNSMIL and to accelerate the process of such recruitment.

*Currency*

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

## VI. STATUS OF THE MEMBERS OF UNSMIL

*Privileges and immunities*

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

25. Officials of the United Nations assigned to serve with UNSMIL remain officials of the United Nations shall be entitled to the privileges and immunities, exemptions and facilities set out in articles V and VII of the Convention.

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

27. Persons assigned to perform missions for UNSMIL, other than United Nations officials, whose names are for that purpose notified to the Government by the Special Representative, shall be considered as experts on mission within the meaning of article VI of the Convention and shall enjoy the privileges, immunities, exemptions and facilities set out in that article and in article VII.

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

30. Members of UNSMIL, including locally recruited personnel, shall be exempt from taxation on the pay and emoluments received from the United Nations. Members of UNSMIL other than locally recruited personnel shall also be exempt from taxation on any income received from outside Libya, as well as from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

29. Members of UNSMIL shall have the right to import free of duty their personal effects in connection with their arrival in Libya. They shall be subject to the laws and regulations of Libya governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in Libya with UNSMIL. On departure from Libya, members of UNSMIL may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Special Representative certifies were received in pay and emoluments from the United Nations and are a reasonable residue thereof.

Special arrangements shall be made for the implementation of the present provisions in the interests of the Government and the members of UNSMIL.

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

#### *Entry, residence and departure*

The Special Representative and members of UNSMIL shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from Libya.\*

33. The Government undertakes to facilitate the entry into and departure from Libya, without delay or hindrance, of the Special Representative and members of UNSMIL and shall be kept informed of such movement. Where visas are required, the Government shall grant the Special Representative and members of UNSMIL one-year multiple entry visas, free of charge, upon arrival at the airport or other port of entry. The Special Representative and members of UNSMIL shall be exempt from any prohibitions, restrictions or procedures that may obstruct or cause delay or hindrance to their entry into and departure from Libya, including immigration inspection and restrictions. They shall also be exempt from the payment of taxes, fees or charges on entering into or departing from Libya including airport and departure taxes. They shall, however, complete and submit arrival and departure cards. They shall also be exempt from any regulations governing the residence of aliens in Libya, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in Libya.

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

#### *Identification*

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

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

#### *Uniforms and arms*

37. United Nations Security Officers designated by the Special Representative may wear the United Nations uniform and/or possess and carry firearms and ammunition

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\* The numbering of paragraphs corresponds to the original of the Agreement.

while on official duty in accordance with their orders. When doing so, they must wear the United Nations uniform, except as otherwise provided in paragraph 38.

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

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

#### *Permits and licenses*

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

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 UNSMIL. Without prejudice to the foregoing, the Government further agrees to grant promptly, free of charge and without any restrictions, necessary authorizations, licenses and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels.

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

#### *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 UNSMIL, including locally recruited personnel. To this end, personnel designated by the Special Representative shall patrol the premises of UNSMIL 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 UNSMIL.

44. The personnel mentioned in paragraph 43 above may take into custody any person on the premises of UNSMIL. Such 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 24 and 27, officials of the Government may take into custody any member of UNSMIL:

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

(b) When such a member of UNSMIL is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any item seized, to the nearest appropriate representative of UNSMIL, 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), UNSMIL 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. UNSMIL and the Government shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return on the terms specified by the authority delivering them. Each party shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 44 to 46.

#### *Safety and security*

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

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

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

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

- a) a murder, kidnapping or other attack upon the person or liberty of any member of UNSMIL or its associated personnel;
- b) a violent attack upon the official premises, the private accommodation or the means of transportation of any member of UNSMIL or its associated personnel likely to endanger his or her person or liberty;

- c) a threat to commit any such attack with the objective of compelling a physical or juridical person to do or to refrain from doing any act;
- d) an attempt to commit any such attack; and
- e) an act constituting participation as an accomplice in any such attack, or in an attempt to commit such attack, or in organizing or ordering others to commit such attack;

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

(v) the Government shall ensure the prosecution, without exception and without delay, of persons accused of acts described in subparagraph (iii) above who are present in the territory of Libya (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 UNSMIL 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 UNSMIL, its members and associated personnel and their equipment during the exercise of their functions.

### *Jurisdiction*

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

51. Should the Government consider that any member of UNSMIL has committed a criminal offence, it shall promptly inform the Special Representative and present to him or her any evidence available to it. Subject to the provisions of paragraph 24, the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such Agreement, the question shall be resolved as provided in paragraph 57 of the present Agreement. In the event that criminal proceedings are instituted in accordance with the present Agreement, the courts and authorities of Libya shall ensure that the member of UNSMIL concerned is prosecuted, 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 (the "Covenant"), to which Libya is a Party and that, in the event that he or she is convicted, sentence of death will not be imposed on him or her.

52. If any civil proceeding is instituted against a member of UNSMIL before any court of Libya, 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 56 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 Libya shall grant the member of UNSMIL concerned sufficient opportunity to safeguard his or her rights in accordance with due process of law and shall ensure that the suit is conducted in accordance with international standards of justice, fairness and due process of law, as set out in the Covenant. If the Special Representative certifies that a member of UNSMIL is unable, because of his or her official duties or authorized absence, to protect his or her interests in the proceeding, the court shall, at the defendant's request, suspend the proceeding until the elimination of the disability, but for no more than ninety days. Property of a member of UNSMIL 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 UNSMIL 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 UNSMIL who dies in Libya, as well as that member's personal property located within Libya, 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 UNSMIL and which cannot be settled through the internal procedures of the United Nations shall be settled by the United Nations in the manner provided for in paragraph 55 of the present Agreement, provided that the claim is submitted within six months following the occurrence of the loss, damage or injury or, if the claimant did not know or could not reasonably have known of such loss or injury, within six months from the time he or she had discovered the loss or injury, but in any event not later than one year after the termination of the mandate of the operation. Upon determination of liability as provided in this Agreement, the United Nations shall pay compensation within such financial limitations as have been approved by the General Assembly in its resolution 52/247 of 26 June 1998.

### VIII. SETTLEMENT OF DISPUTES

55. Except as provided in paragraph 57, any dispute or claim of a private law character to which UNSMIL or any member thereof is a party and over which the courts of Libya do not have jurisdiction because of any provision of the present Agreement shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no Agreement as to the chairman is reached within thirty days of the



appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final. The awards of the commission shall be notified to the parties and, if against a member of UNSMIL, 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 UNSMIL and the Government concerning the interpretation or application of the present Agreement that are not settled by negotiation shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission set out in paragraph 55 shall apply, *mutatis mutandis*, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.

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

#### XI. MISCELLANEOUS PROVISIONS

61. Wherever the present Agreement refers to privileges, immunities and rights of UNSMIL and to facilities Libya undertakes to provide to UNSMIL, 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 UNSMIL from Libya, except that:

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

(b) the provisions of paragraph 48 (ii) shall remain in force until the release and return to the United Nations of any UNSMIL or associated personnel that have been captured, detained or taken hostage in the performance of their duties as referred to in that paragraph;

(c) 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 Libya, 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 Libya and perform functions in furtherance of the mandate of UNSMIL.

65. Without prejudice to existing Agreements regarding their legal status and operations in Libya, 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 Libya and perform functions in relation to UNSMIL, provided that this is done with the written consent of the Special Representative, the specialized agency or related organization concerned and the Government.

66. This Agreement shall be in two originals, in the Arabic and English languages. In the event of any differences between the texts, the English text shall prevail.

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 Tripoli on 10 January 2012.

For the Government of Libya

[Signed] ASHUR BIN KHAYYAL

Minister of Foreign Affairs and International Cooperation

For the United Nations

[Signed] IAN MARTIN

Special Representative of the Secretary-General

**(c) Agreement between the United Nations and the Transitional Federal Government of Somalia concerning the status of the United Nations Political Office for Somalia. Mogadishu, 24 January 2012\***

**I. DEFINITIONS**

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

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\* Entered into force on 24 January 2012 by signature, in accordance with the provisions of article XI.

(a) “UNPOS” means the United Nations Political Office in Somalia, the establishment of which was first endorsed by the Security Council in its Presidential Statement S/PRST/1995/15 of 6 April 1995;

(b) “Special Representative” means the Special Representative for Somalia appointed by the Secretary-General of the United Nations. Any reference to the Special Representative in this Agreement shall, except in paragraph 24, include any member of UNPOS to whom he or she delegates a specified function or authority. It shall also include, including in paragraph 24, any member of UNPOS whom the Secretary-General may designate as acting Head of Office of UNPOS following the death or resignation of the Special Representative;

(c) “member of UNPOS” means:

- (i) the Special Representative;
- (ii) officials of the United Nations assigned to serve with UNPOS, including those recruited locally;
- (iii) United Nations Volunteers assigned to serve with UNPOS;
- (iv) other persons assigned to perform missions for UNPOS, including United Nations civilian police advisers and United Nations military advisers;

(d) “the Government” means the Transitional Federal Government of Somalia or any successor Government of Somalia;

(e) “the territory” means the territory of Somalia;

(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 Somalia is a Party;

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

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

(i) “aircraft” means aircraft in use by the United Nations and operated by members of UNPOS or contractors in support of UNPOS activities;

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

## II. APPLICATION OF THE PRESENT AGREEMENT

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

### III. APPLICATION OF THE CONVENTION

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

### IV. STATUS OF UNPOS

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

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

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

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

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

#### *Communications*

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

9. Subject to the provisions of paragraph 8:

(a) UNPOS shall have the right to install and to operate radio sending, receiving and repeater stations, as well as satellite systems, in order to connect appropriate points within the territory of Somalia 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 and shall be allocated expeditiously by the Government. UNPOS shall be exempt from any and all taxes on, and from any and all fees for, the allocation of frequencies for this purpose, as well as from any and all taxes on, and all fees for, their use. However, UNPOS will not claim exemption from fees which are in fact no more than charges for services rendered, it being understood that such charges shall be charged at the most favourable rate.

(b) UNPOS shall enjoy, within the territory of Somalia, 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 UNPOS, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio may operate and the areas of land on which sending, receiving and repeater stations may be erected shall be decided upon in cooperation with the Government and shall be allocated expeditiously. UNPOS shall be exempt from any and all taxes on, and from any and all fees for, the allocation of frequencies for this purpose, as well as from all taxes on, and all fees for, their use. However, UNPOS will not claim exemption from fees which are in fact no more than charges for services rendered, it being understood that such charges shall be charged at the most favourable rate. Connections with local telephone and electronic data systems may be made only after consultation and in accordance with arrangements made with the Government. Use of those local systems by UNPOS shall be charged at the most favourable rate.

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

#### *Travel and transport*

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

11. Vehicles and aircraft shall not be subject to registration or licensing by the Government, it being understood that copies of all relevant certificates issued by appropriate authorities in other States in respect of aircraft shall be provided by UNPOS to the Civil Aviation Authority of Somalia and that all vehicles, aircraft and vessels shall carry third party insurance.

12. UNPOS and its members and contractors, as well as vehicles, aircraft and vessels, including vehicles, aircraft and vessels of its contractors used exclusively in the performance of services for UNPOS, may use roads, bridges, airfields and airspace, and port facilities without the payment of any form of monetary contributions, dues, tolls, user fees or charges, including airport taxes, landing fees, parking fees, overflight fees, port fees or charges, including wharfage charges. However, UNPOS 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 UNPOS*

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

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

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

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

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

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 UNPOS and the Government at the earliest possible date.

V. FACILITIES FOR UNPOS AND ITS CONTRACTORS

*Premises required for conducting the operational and administrative activities of UNPOS*

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

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

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

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

*Provisions, supplies and services, and sanitary arrangements*

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

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

20. For the proper performance of the services in support of UNPOS provided by its contractors, other than local contractors, the Government agrees to provide such contractors with facilities for their entry into and departure from Somalia, without delay or hindrance, and for their residence in Somalia, as well as for their repatriation in time of crisis. For this purpose, the Government shall promptly issue to such contractors, free of charge and without any restrictions, all necessary visas, licenses and permits. UNPOS's contractors, other than local contractors, shall be accorded exemption from taxes and monetary contributions in Somalia on services, equipment, provisions, supplies, fuel, materials and



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

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

#### *Recruitment of local personnel*

22. UNPOS 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 UNPOS and to accelerate the process of such recruitment.

#### *Currency*

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

### VI. STATUS OF THE MEMBERS OF UNPOS

#### *Privileges and immunities*

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

25. Officials of the United Nations assigned to serve with UNPOS remain officials of the United Nations entitled to the privileges and immunities, exemptions and facilities set out in articles V and VII of the Convention.

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

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

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

29. Members of UNPOS, including locally recruited personnel, shall be exempt from taxation on the pay and emoluments received from the United Nations. Members of UNPOS other than locally recruited personnel shall also be exempt from taxation on



any income received from outside Somalia, as well as from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

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

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

#### *Entry, residence and departure*

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

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

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

#### *Identification*

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

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

#### *Uniforms and arms*

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

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

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

#### *Permits and licenses*

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

41. The Government agrees to accept as valid, and where necessary promptly to validate, free of charge and without any restrictions, licenses and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels, including those operated by contractors exclusively for UNPOS. 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.

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

#### *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 UNPOS, including locally recruited personnel. To this end, personnel designated by the Special Representative shall patrol the premises of UNPOS 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 UNPOS.

44. The personnel mentioned in paragraph 43 above may take into custody any other person on the premises of UNPOS. 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 24 and 27, officials of the Government may take into custody any member of UNPOS:

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

(b) When such a member of UNPOS is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any item seized, to the nearest appropriate representative of UNPOS, whereafter the provisions of paragraph 55 shall apply *mutatis mutandis*.

46. When a person is taken into custody under paragraph 44 or paragraph 45(b), UNPOS 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. UNPOS 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 take all necessary steps within its power to ensure the safety, security and freedom of movement of the United Nations, its personnel, associated personnel and their property and assets.

49. Pursuant to its responsibilities as set out in paragraph 48 above, the Government shall, upon the request of the SRSG:

(a) provide a sufficient number of personnel for the protection of United Nations property and premises and for the removal of any security threat or persons from those premises;

(b) provide appropriate security, including armed escorts, to protect the members of UNPOS during the exercise of their functions. When making any request under this paragraph, the SRSG shall provide the Government with a description of the property, premises or duties of the personnel to be protected and any other information that might reasonably be required in order for the Government to be able effectively to discharge its responsibilities as set out in this paragraph and paragraph 48 above.

50. The Government shall discharge its responsibilities as set out in paragraphs 48 and 49 above in close coordination and consultation with UNPOS. In order to facili-

tate such coordination and consultation, the Government shall provide a liaison officer of appropriate senior rank to coordinate security arrangements with a designated security official of the United Nations.

51. The Government shall regularly provide UNPOS with reports on the security situation in the country in so far as that situation might affect the safety and security of offices, premises and personnel of the United Nations and shall immediately notify UNPOS of existing or potential threats to the offices, premises and personnel of the United Nations.

52. Detailed arrangements regarding the measures that the Government shall take in order to provide for the security of personnel and facilities of the United Nations shall, as necessary, be set out in supplemental arrangements to the present Agreement.

53. Pursuant to its responsibilities as set out in paragraph 48 above, the Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel are applied to in respect of UNPOS and its property, assets and members. In particular:

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

(b) if members of UNPOS are captured, detained or held 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 the United Nations or other appropriate authorities. Pending their release, such personnel shall be treated in accordance with universally recognized standards of human rights;

(c) the Government shall establish the following acts as crimes and make them punishable by appropriate penalties, taking into account their grave nature:

- (i) a murder, kidnapping or other attack upon the person or liberty of any member of UNPOS;
- (ii) a violent attack upon the official premises, the private accommodation or the means of transportation of any member of UNPOS likely to endanger his or her person or liberty;
- (iii) 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;
- (iv) an attempt to commit any such attack; and
- (v) 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.

(d) the Government shall establish its jurisdiction over the crimes set out in subparagraph (c) above: (i) when the crime was committed on Somali territory; (ii) when the alleged offender is an Somali national; (iii) when the alleged offender, other than a member of UNPOS, is present in Somalia, 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.

(e) the Government shall ensure the prosecution without exception and without delay of persons accused of acts described in subparagraph (c) above who are present within Somalia (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 UNPOS or its members 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.

### *Jurisdiction*

54. All members of UNPOS, 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 UNPOS and after the expiration of the other provisions of the present Agreement.

55. Should the Government consider that any member of UNPOS has committed a criminal offence, it shall promptly inform the Special Representative and present to him or her any evidence available to it. Subject to the provisions of paragraph 24, the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such Agreement the question shall be resolved as provided in paragraph 61 of the present Agreement. In the event that criminal proceedings are instituted in accordance with the present Agreement, the courts and authorities of Somalia shall ensure that the member of UNPOS concerned is prosecuted, 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 (the "Covenant"), to which Somalia is a Party. No sentence of death will be imposed in the event of a guilty verdict.

56. If any civil proceeding is instituted against a member of UNPOS before any court of Somalia, 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 59 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 Somalia shall grant the member of UNPOS concerned sufficient opportunity to safeguard his or her rights in accordance with due process of law and shall ensure that the suit is conducted in accordance with international standards of justice, fairness and due process of law, as set out in the Covenant. If the Special Representative certifies that a member of UNPOS is unable, because of his or her official duties or authorized absence, to protect his or her interests in the proceeding, the court shall, at the defendant's request, suspend the proceeding until the elimination of the disability, but for no more than ninety days. Property of a member of UNPOS 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 UNPOS 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*

57. 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 UNPOS who dies in Somalia, as well as that member's personal property located within Somalia, in accordance with United Nations procedures.

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

58. Third party claims for property loss or damage and for personal injury, illness or death, arising from or directly attributed to UNPOS 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 59 of the present Agreement, provided that the claim is submitted within six months following the occurrence of the loss, damage or injury or, if the claimant did not know or could not reasonably have known of such loss or injury, within six months from the time he or she had discovered the loss or injury, but in any event not later than one year after the termination of the mandate of the operation. Upon determination of liability as provided in this Agreement, the United Nations shall pay compensation within such financial limitations as have been approved by the General Assembly in its resolution 52/247 of 26 June 1998.

### VIII. SETTLEMENT OF DISPUTES

59. Except as provided in paragraph 61, any dispute or claim of a private law character to which UNPOS or any member thereof is a party and over which the courts of Somalia do not have jurisdiction because of any provision of the present Agreement shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no Agreement as to the chairman is reached within thirty days of the appointment of the first member of the commission, the President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final. The awards of the commission shall be notified to the parties and, if against a member of UNPOS, the Special Representative or the Secretary-General of the United Nations shall use his or her best endeavours to ensure compliance.

60. 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.

61. All other disputes between UNPOS and the Government concerning the interpretation or application of the present Agreement that are not settled by negotiation shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission set out in paragraph 59 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.

62. 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 of section 30 of the Convention.

#### IX. SUPPLEMENTAL ARRANGEMENTS

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

#### X. LIAISON

64. The Special Representative and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

#### XI. MISCELLANEOUS PROVISIONS

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

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

67. The present Agreement shall remain in force until the departure of the final element of UNPOS from Somalia, except that:

(a) the provisions of paragraphs 53 (iii), (iv) and (v), 54, 57, 61 and 62 shall remain in force;

(b) the provisions of paragraphs 58 and 59 shall remain in force until all claims made in accordance with the provisions of paragraph 58 have been settled.

(c) the provisions of paragraph 53 (b), which shall remain in force until the release or return to the United Nations of any and every member of UNPOS who may have been captured, detained or held hostage in the course of their duties as stipulated in that paragraph.

(d) the provisions of paragraph 53 (e), which shall remain in force until the prosecutions mentioned in that paragraph are completed.

68. Without prejudice to existing Agreements regarding their legal status and operations in Somalia, 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 Somalia and perform functions in furtherance of the mandate of UNPOS.



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 Mogadishu, on 24th day of January 2012, in two original copies in the English language.

For the United Nations

[Signed] MR. AUGUSTINE MAHIGA

Special Representative of the  
Secretary-General for Somalia

For the Transitional Federal Govern-  
ment of Somalia

[Signed] H.E. DR. ABDIWELI  
MOHAMED ALI

Prime Minister

**(d) Agreement between the United Nations and the Government of India relating to the establishment of the Sub-regional Office for South and South-West Asia of the United Nations Economic and Social Commission for Asia and the Pacific. Bangkok, 13 March 2012\***

The United Nations and the Government of India,

Considering that the General Assembly of the United Nations decided in its resolution 63/260 of 24 December 2008, to approve the establishment of an ESCAP Sub-regional Office for South and South-West Asia,

Whereas the Commission, in its letter dated 6 October 2009, following a comprehensive process of consultations with member States, accepted the offer from the Government of India, to establish the ESCAP Sub-regional Office for South and South-West Asia in New Delhi,

Whereas the Government of India agrees to ensure the availability of all necessary facilities to enable the Sub-regional Office to perform its functions and any related activities,

Desiring to conclude an agreement for the purpose of the establishment of an ESCAP Sub-regional Office for South and South-West Asia in India.

Have agreed as follows:

*Article I. Definitions*

In this Agreement, the expression(s):

- (a) "ESCAP" means the United Nations Economic and Social Commission for Asia and the Pacific;
- (b) "the Host Country" means India;
- (c) "the Government" means the Government of India;
- (d) "the Parties" means the United Nations and the Government;

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\* Entered into force on 13 March 2012 by signature, in accordance with the provisions of article XX.



- (e) “the Office” means ESCAP Sub-regional Office for South and South-West Asia;
- (f) “the Head of Office” means the senior officer appointed by the Secretary-General, or the authorized representative of the senior officer;
- (g) “the General Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which India acceded on 13 May 1948 without reservation;
- (h) “the Pension Fund” means the United Nations Joint Staff Pension Fund or its successors;
- (i) “competent authorities” means central, local or other authorities under the laws of the Host Country;
- (j) “Officials” means all staff members assigned to the Office, irrespective of nationality, with the exception of persons who are locally recruited and assigned to hourly rates as provided for in United Nations General Assembly resolution 76(1) of 7 December 1946;
- (k) “Experts on Mission” means persons, other than officials of the Office, performing missions at the request of or on behalf of the Office;
- (l) “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;
- (m) “Office premises” means the facilities in the Host Country used for conducting functions by the Office;
- (n) “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;
- (o) “the Secretary-General” means the Secretary-General of the United Nations; and
- (p) “communications” 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. Establishment of the Office*

1. The Office shall be established in the city of New Delhi, India.
2. The Parties shall cooperate in ensuring the uninterrupted operation of the Office.

## *Article III. Objective*

The objective 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 South and South-West Asia.

The presence of the Office will strengthen ESCAP presence and interventions at the sub-regional level, enabling better targeting and delivery of programmes that address specific key priorities in South and South-West Asia subregion as decided by the member States of UNESCAP.

*Article IV. Legal capacity*

1. The Office shall have the capacity:
  - (a) to contract;
  - (b) to acquire and dispose of movable and immovable property; and
  - (c) to institute legal proceedings.

*Article V. The Office*

1. (a) The Office premises shall be inviolable. No officer or official of the competent authorities shall enter the Office premises to perform any official duties therein except with the express consent of, and under the conditions approved by the Head of Office, at his request.

(b) Nothing in this Agreement shall prevent the reasonable application by the competent authorities of measures for the protection of the Office premises against fire or other emergency requiring prompt protection action.

(c) The Office premises shall be used solely to further its purposes and activities. The Head of Office may also permit the use of the Office premises and facilities for meetings, seminars, exhibitions and other related purposes which are organized by the Office, the United Nations, ESCAP or other related organizations.

(d) Without prejudice to the provisions of the General Convention or of this Agreement, the United Nations shall prevent the seat of the United Nations from being used as refuge by persons who are avoiding arrest by the competent Government authorities, who are required by the Government for extradition to another country, or who are endeavouring to avoid services of legal process.

2. The competent authorities are under a special duty to take reasonable steps to protect the Office premises against any intrusion or damage and to prevent any disturbance of the peace of the Centre or impairment of its dignity.

3. Except as otherwise provided in this Agreement or in the General Convention, the laws applicable in the Host Country shall apply within the Office premises. However, the Office premises shall be under the immediate control and authority of the Office itself which may establish regulations for the execution of its functions therein.

4. The Office shall be entitled to fly the United Nations flag and display its emblem on the Office premises and means of transport of the Office.

*Article VI. 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 therefrom.

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

*Article VII. Public services*

1. The competent authorities shall use their best efforts, in consultation with the Office, to ensure that the Office premises shall be supplied with the necessary public utilities and services, including, without limitation by reasons of this enumeration, electricity, water, sewerage, gas, post, telephone, telegraph, local transportation, drainage, collection of refuse and fire protection, and that such public utilities and services shall be supplied on equitable terms.

2. In case of any interruption or threatened interruption of any such services, the competent authorities shall consider the needs of the Office as being of equal importance with the official agencies in the Host Country 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 Office premises.

*Article VIII. Archives of the Office*

1. The archives of the Office shall be inviolable.

*Article IX. Legal status of the Office*

1. The General Convention shall be applicable to the Office, the Head of Office, Officials and experts on mission.

2. The Office and the property of the Office, 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.

3. The property 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.

*Article X. Communications facilities*

1. The Office shall enjoy, for its official communications, treatment not less favourable than that accorded by the Host Country to any 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.

2. No censorship shall be applied to the official correspondence and other official communications of the Office.

3. The Office shall have the right to use codes and to despatch and receive correspondence by couriers and bags. The bags must bear visibly the United Nations emblem and may contain only documents or articles intended for official use, and the courier shall be provided with a courier certificate issued by the United Nations.

*Article XI. Exemption from taxes, duties, import or export restriction*

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

(a) exempt from all direct and indirect taxes; it is understood, however, that the Office will not claim exemption from taxes which are, in fact, no more than taxes or charges for public utility services, according to the amount of services rendered, and which can be specifically identified, described and itemized;

(b) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Office for its official use. It is understood, however, that articles imported under such exemption will not be sold in the Host Country except under conditions agreed with the competent authorities;

(c) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

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

*Article XII. Funds, assets and other property*

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

(a) hold funds, gold or currency of any kind and operate accounts in any currency;

(b) freely transfer its funds, gold or currency to or from the Host Country or within the Host Country and convert any currency held by it into any other currency.

*Article XIII. United Nations' meetings*

1. Any building in or outside New Delhi which may be used with the concurrence of the Government for conferences, meetings, seminars, training courses, symposiums, workshops and similar activities organised by the United Nations shall be temporarily included in the Office premises and shall be deemed to be covered by this Agreement for the duration of such conferences, meetings, seminars, training courses, symposiums, workshops and similar activities organised by the United Nations.

*Article XIV. Access, transit and residence*

1. The competent authorities shall take all necessary measures to facilitate the entry into, sojourn in and transit through the Host Country territory of the persons listed below

and their spouses and relatives dependent on them for the purposes of official business of such persons related to the Office:

- (a) the Head of Office, Officials and experts on mission;
- (b) persons performing services, fellows and trainees of the Office;
- (c) Officials of the United Nations or specialized agencies or of the International Atomic Energy Agency, having official business with the Office;
- (d) Personnel of the research and training centres and programmes and associated institutions of ESCAP, and persons participating in the programmes of ESCAP; and
- (e) Other persons invited by the Office on official business.

2. The Office shall notify the competent authorities as far as possible in advance, of the names of the persons described in paragraph 1 above, and of their spouses and relatives dependent on them, together with other relevant data regarding them, as well as any changes therein. The facilities provided for in this article include granting of visas without charge and as promptly as possible, where required for persons referred to above.

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

*Article XV. Privileges, immunities and other facilities*

1. Officials of the Office shall have:

- (a) immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (b) exemption from taxation on the salaries and emoluments paid to them by the Office;
- (c) immunity from seizure or inspection of their official baggage;
- (d) immunity from national service obligations.

2. In addition, internationally-recruited officials of the Office shall:

- (a) be immune, together with their spouse and relatives dependent on them, from immigration restrictions and alien registration;
- (b) be given, together with their spouse and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;
- (c) have the right to import free of duty their furniture and effects at the time of first taking up their post in the Host Country. Thereafter, in respect of import of personal effects, including motor vehicles and consumables for personal use, the privileges enjoyed shall be the same as those enjoyed by officials of United Nations Agencies, Programmes and Funds in the Host Country.

3. The Head of Office, in addition to the aforementioned privileges and immunities, may be accorded additional facilities consistent with the relevant laws and regulations of the Host Country.

4. Experts on mission shall enjoy such privileges and immunities as are provided for *mutatis mutandis* in article VI of the General Convention. In addition, they shall be entitled to the privileges, immunities and facilities specified in paragraph 2 above.

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

*Article XVI. Locally-recruited personnel assigned to hourly rates*

1. The terms and conditions of employment for persons recruited locally and assigned to hourly rates, shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules as well as policies of the competent organs of the United Nations including ESCAP. Locally-recruited personnel shall be accorded all facilities necessary for the independent exercise of their function for the United Nations.

*Article XVII. United Nations laissez-passer*

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

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

*Article XVIII. Social security and the Pension Fund*

1. The Pension Fund shall enjoy legal capacity in the Host Country and shall enjoy the same exemptions, privileges and immunities as the United Nations itself. Benefits received from the Pension Fund shall be exempt from taxation.

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

3. The provisions of paragraph 2 above shall apply *mutatis mutandis* to the members of families forming part of the household of persons referred to in paragraph 2 above, unless they are employed or self-employed in the Host Country or receive social security benefits from the Host Country.

*Article XIX. Settlement of disputes*

1. The United Nations shall make provisions for appropriate modes of settlement of:

(a) disputes arising out of the contracts or other disputes of a private law character to which the United Nations is a party; and

(b) disputes involving any of the individuals covered by this Agreement who by reasons of his or her official position enjoys immunity, if immunity has not been waived in accordance with article XV, paragraph 5.

2. Any disputes between the Parties concerning the interpretation or application of this Agreement or of any supplemental Agreement, or any question affecting the Office premises, which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to a tribunal of three arbitrators: one to be appointed by the Government, one to be appointed by the Secretary-General, and the third, who shall be the chairperson of the tribunal, to be appointed by the first two arbitrators. Should the first two arbitrators fail to agree upon the third within six months following the appointment of the first two arbitrators, such third arbitrator shall be appointed by the President of the International Court of Justice at the request of the United Nations or the Government.

#### *Article XX. General provisions*

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 Host Country. They also have a duty not to interfere in the internal affairs of the Host Country.

(a) The Head of Office shall take every precaution to ensure that no abuse of a privilege or immunity conferred by this Agreement shall occur, and for this purpose shall establish such rules and regulations as may be deemed necessary and expedient, for the Officials and experts and for such other persons as may be appropriate.

(b) 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 competent 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 procedure set out in article XIX, paragraph 2.

2. The provisions of this Agreement and the provisions of the General Convention shall be applicable to the Office with equal force. Nothing in the present Agreement shall be construed as prejudicial in any manner the provisions of the General Convention.

3. Consultations with respect to the modification of this Agreement shall be entered into at the request of either party. Any modification may be made by mutual consent.

4. The Parties may enter into such supplemental Agreements as may be necessary.

5. This Agreement shall cease to be in force if the Office ceases to operate in or is removed from the territory of the Host Country, except for such provisions as may be applicable in connection with the orderly termination of operations of the Office in the Host Country and disposal of its property therein.

6. This Agreement shall enter into force upon signature.

In witness whereof, the undersigned, duly appointed representatives of the Parties, have signed the present Agreement at Bangkok, Thailand on this 13 day of March, 2012, in the English language, in duplicate.

For the United Nations

[Signed] Ms. NOELEEN HEYZER

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

For the Government of India

[Signed] MR. ANIL WADHWA

Ambassador Extraordinary and Plenipotentiary of India to the Kingdom of Thailand and India's Permanent Representative to ESCAP

**(e) Exchange of letters constituting an Agreement between the United Nations and the Government of the Republic of India concerning the organization of the Fifth Regional Workshop for Police Officers, Prosecutors and Judges in South Asia on Effectively Countering Terrorism to be held in New Delhi, India, from 20 to 22 March 2012.  
New York, 16 and 20 March 2012\***

I

16 March 2012

Excellency,

1. I have the honour to refer to the arrangements concerning the organization of the Fifth Regional Workshop for Police Officers, Prosecutors and Judges in South Asia on Effectively Countering Terrorism (hereinafter referred to as "the Workshop"),

2. The Workshop, to be hosted by the Government of the Republic of India, represented by the Ministry of External Affairs (hereinafter referred to as "the Government"), in association with the United Nations, represented by the Counter-Terrorism Committee Executive Directorate (CTED), will be held in New Delhi from 20 March to 22 March 2012.

3. The purpose of the fifth workshop is to enhance the counter-terrorism capacities of law enforcement personnel in the region. The workshop will provide an opportunity to discuss the role of the police, prosecutors and judges in combating terrorism and the challenges they face in leading effective investigations and prosecutions. It will also provide a forum for discussing effective measures aimed at enhancing domestic and international cooperation in the fight against terrorism.

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

(a) Member States of the South Asian Association for Regional Cooperation (SAARC);

(b) A representative of the SAARC Secretariat;

(c) Other participants, invited as observers by the United Nations and the Government, including representatives of the United Nations system and intergovernmental or non-governmental organizations or institutions;

(d) Experts

The total number of overseas participants will be approximately 50.

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\* Entered into force on 20 March 2012, in accordance with the provisions of the letters.



(e) Additional Indian Government officials and representatives of diplomatic missions based in India will be invited to take part in the opening session.

5. The Workshop will be conducted in English.

6. The United Nations will be responsible for:

(a) The planning and running of the Workshop, with the assistance of the Center on Global Counterterrorism Cooperation (hereinafter referred to as “the Center”) and its local partner.

7. The Government will be responsible for:

(a) Providing co-funding to finance the workshop;

(b) Co-signing, together with the Executive Director of CTED, invitation letters to be sent to all participants;

(c) Facilitating participation of a senior Indian Government official to deliver the keynote speech during the opening session.

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

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

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

(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 Workshop.

(b) The Government shall take the necessary measures to facilitate the unimpeded entry and exit for the Republic of India for all participants and all persons performing functions in connection with the Workshop. The Government undertakes to exempt all participants and all persons performing functions in connection with the Workshop from the payment of visa fees, in accordance with applicable visa procedures.

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

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

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

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

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

11. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to section 30 of the Convention or to any other applicable Agreement, shall, unless the parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by 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.

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

Accept, Excellency, the assurances of my highest consideration.

[Signed] MIKE SMITH  
Executive Director  
Counter-Terrorism Committee  
Executive Directorate

## II

20 March 2012

Dear Mr. Smith,

Reference your letter dated 16 March 2012 concerning the organization of the Fifth Regional Workshop for Police Officers, Prosecutors and Judges in South Asia on Effectively Countering Terrorism to be held in New Delhi from 20–22 March 2012.

I write to confirm on behalf of the Government of India the acceptance of the terms proposed in your letter. This exchange of letters shall constitute an Agreement between the United Nations and the Government of India on the holding of the Workshop.

Yours sincerely,

[Signed] H.E. MR. H. S. PURI  
Ambassador Extraordinary and Plenipotentiary  
Permanent Representative of the  
Republic of India to the United Nations

**(f) Agreement between the United Nations and the Federative Republic of Brazil regarding arrangements for the United Nations Conference on Sustainable Development, to be held at Rio de Janeiro, Brazil, from 13 to 22 June 2012. New York, 5 April 2012\***

Whereas the General Assembly of the United Nations, by its resolution 64/236 of 31 March 2010, decided to hold the United Nations Conference on Sustainable Development with the objective of securing renewed political commitment for sustainable development, assessing the progress to date and the remaining gaps in the implementation of the outcomes of the major summits on sustainable development and addressing new and emerging challenges (hereinafter referred to as “the Conference”) in June 2012;

Whereas the General Assembly of the United Nations accepted with appreciation and gratitude the generous offer of the Government of the Federative Republic of Brazil (hereinafter referred to as “the Government”) to host the United Nations Conference on Sustainable Development;

Whereas the Conference has as its themes: a green economy in the context of sustainable development and poverty eradication and the institutional framework for sustainable development;

Whereas the General Assembly, by the same resolution, decided that the Conference should be attended at the highest possible level, including Heads of State and Government or other representatives, and further decided that the Conference and its preparatory process, shall ensure the balanced integration of economic development, social development and environmental protection, as these are interdependent and mutually reinforcing components of sustainable development and called for the active participation of all major groups, as identified in Agenda 21 and further elaborated in the Johannesburg Plan of Implementation and decisions taken at the eleventh session of the Commission, at all stages of the preparatory process;

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\* Entered into force on 11 May 2012 by notification, in accordance with the provisions of article XV.

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

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

*Article I. Venue of the Conference*

1. The Conference shall be held in Rio de Janeiro, Brazil, at Riocentro Convention Centre from 13 to 22 June 2012. For the purposes of the present Agreement, the term "Conference" shall include the Conference itself, from 20 to 22 June 2012, as well as the third Preparatory Meeting of the Conference, from 13 to 15 June 2012. All activities will be held at Riocentro Convention Centre.

2. Besides the Riocentro Convention Centre premises, the Government shall provide additional official areas for the use of the States Members of the United Nations, Members of the specialized agencies or Members of the International Atomic Energy Agency, non-Member States, entities and organizations that have received a standing invitation from the General Assembly to participate as observers in the sessions and work of all international conferences convened under the auspices of the United Nations, interested organs of the United Nations, the World Bank, the International Monetary Fund and the World Trade Organization, other intergovernmental organizations accredited to the Conference, and the civil society in general, for exhibitions, seminars, meetings, cultural activities and other manifestations related to the Conference.

*Article II. Participation in the Conference*

1. Participation in the Conference shall be open to the following:

(a) All States Members of the United Nations, members of the specialized agencies or members of the International Atomic Energy Agency;

(b) Representatives of non-Member States, entities and organizations that have received a standing invitation from the General Assembly to participate as observers in the sessions and work of all international conferences convened under the auspices of the United Nations;

(c) Representatives of the interested organs of the United Nations;

(d) Representatives of the specialized and related agencies of the United Nations and the International Atomic Energy Agency;

(e) Representatives of the World Bank, the International Monetary Fund and the World Trade Organization;

(f) Representatives of other intergovernmental organizations accredited to the Conference;

(g) Representatives of non-governmental organizations and other major groups accredited to the Conference;

(h) Individual experts and consultants in the field of sustainable development invited by the United Nations;

(i) Officials of the United Nations Secretariat;

(j) Other persons invited by the United Nations in consultation with the Government of the Federative Republic of Brazil.

2. The Secretary-General of the United Nations or the Secretary-General of the Conference shall designate the officials of the United Nations assigned to attend the Conference for the purpose of servicing it. The Secretary-General shall provide to the Government a list of such personnel and their functions in due time before the opening of the Conference.

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

4. The Secretary-General shall forward to the Government the names of the organizations and persons referred to in paragraph 1 of this article on a regular basis and shall update this information in due time before the opening of the Conference.

### *Article III. Premises, equipment, utilities and supplies*

1. The Government shall provide, at its own expense, for as long as required for the Conference, the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities, as specified in annex II\* of this Agreement.

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

3. The Government shall, at its own expense, furnish, equip and maintain in good repair all the aforesaid rooms and facilities in a manner the United Nations considers adequate for the effective conduct of the Conference. The conference rooms shall be equipped for reciprocal simultaneous interpretation in the six official languages of the United Nations and shall have facilities for sound recordings in those languages, in accordance with annex II.

4. The Government shall, at its own expense, furnish, equip and maintain such equipment as word processors and typewriters with keyboards in the languages needed, dictating, transcribing, reproduction and such other equipment and office supplies as are necessary for the effective conduct of the Conference and/or use by the press representatives covering the Conference.

5. The Government shall install, at its own expense, within the Conference area, a registration desk, restaurant facilities, a bank, a post office, telephone, Internet and e-mail facilities, telefax and telex facilities, information and travel facilities, as well as a secretarial

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\* The annexes are not reproduced herein.

service centre, equipped in consultation with the United Nations, for the use of delegations to the Conference on a commercial basis

6. The Government shall install, at its own expense, facilities for the information media, in particular, to the extent required by the United Nations.

7. In addition to the facilities for the information media mentioned in paragraph 6 above, the Government shall provide, at its own expense, a press working area; a briefing room for correspondents; radio and television studios and areas for interviews and programme preparation.

8. The Government shall bear the cost of all necessary utility services, including local telephone communications, of the Secretariat of the Conference and its communications by telephone, telefax, telex and electronic communications system (inclusive of e-mail and Internet) between the Secretariat of the Conference and United Nations offices when such communications are made or authorized by, or on behalf of, the Secretariat of the Conference, including official United Nations information cables between the Conference site and United Nations Headquarters, and the various United Nations Information Centres.

9. The Government shall bear the cost of the transport and insurance charges, from any established United Nations Office to the site of the Conference and return; of all United Nations equipment and supplies required for the functioning of the Conference which are not provided locally by the Government. The United Nations shall determine the mode of shipment of such equipment and supplies, in consultation with the Government.

10. Premises and facilities provided in accordance with this article may be made available, in an appropriate manner, to the observers from the non-governmental and business organizations referred to in article II above for the conduct of their activities relating to their contribution to the Conference.

#### *Article IV. Medical facilities*

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

2. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital. Each participant shall be responsible for covering their own medical costs.

#### *Article V. Accommodation*

The Government shall endeavour to ensure that adequate accommodation in hotels or other types of accommodation is available at reasonable commercial rates for persons participating in or attending the Conference.

#### *Article VI. Transport*

1. The Government shall provide transport between the airport and the Conference premises and principal hotels for the members of the United Nations Secretariat servicing the Conference upon their arrival or departure.

2. The Government shall ensure the availability of transportation for all participants to and from the airport to the principal hotels as well as the Conference premises for three days before and two days after the Conference as well as for the duration of the Conference.

3. The Government, in consultation with the United Nations, shall provide, at its own expense, an adequate number of cars with drivers with designated parking facilities for official use by the principal officers and the Secretariat of the Conference, as well as such other local transportation as is required by the Secretariat in connection with the Conference (see annex III).\*

#### *Article VII. Police protection and security*

1. The Government shall be responsible for providing, at its expense, such police protection and security as may be required to ensure the effective functioning of the Conference without interference of any kind. Such police service shall be under the direct supervision and control of a senior officer to be designated by the Government. He/she shall work in close cooperation with the senior security liaison officer appointed by the United Nations Department of Safety and Security for this purpose, so as to ensure a proper atmosphere of security and tranquillity.

2. Security within the Conference premises shall be under the direct supervision and control of the United Nations, and shall be carried out in close, collaboration with the Brazilian security authorities, whereas security outside the Conference premises shall be the responsibility of the Government. The boundaries of these two security zones and the modalities of cooperation shall be clearly defined by the Government and the United Nations by the time the premises are handed over to the authority of the United Nations.

3. The modalities of security cooperation between the United Nations and the Government in these two areas shall be detailed in a separate memorandum of understanding to be concluded between the United Nations and the Government. The United Nations and the Government shall cooperate in the preparation of a comprehensive security plan based on the United Nations security assessment of the Conference. This security plan shall be the framework upon which all tasks relating to security will be executed.

4. The Government shall provide security equipment and security personnel at its own expense to the United Nations as specified in annexes II and III to this Agreement.

#### *Article VIII. Local personnel for the Conference*

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

2. The Government shall engage and provide at its own expense, adequate number of local personnel as agreed between the United Nations and the Government as specified in annex III of this Agreement.

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\* The annex is not reproduced herein.

3. The Government shall arrange, at its own expense, at the request or on behalf of the Secretary-General of the Conference, for some of the local staff referred to in paragraph 2 above, to be available before and after the closing of the Conference and to maintain such night-time services as may be required by the United Nations.

#### *Article IX. Financial arrangements*

1. The Government, in addition to the financial responsibility provided for elsewhere in this Agreement, shall bear the actual additional costs directly or indirectly involved in holding the Conference in Brazil rather than at established United Nations Headquarters (New York). Such additional costs shall include, but not be restricted to, the actual additional costs of travel and of staff entitlements of the United Nations officials assigned by the Secretary-General to undertake preparatory visits to Brazil and to attend the Conference, as well as the costs of shipment of equipment and supplies not available locally. Arrangements for such travel and shipment shall be made by the Secretariat of the Conference in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices in regard to travel standards, baggage allowances, subsistence payments (per diem) and terminal expenses. The list of United Nations officials needed to service the Conference and the related travel costs are provided in annex I.\*

2. After the conclusion of the Conference, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs paid by the United Nations and to be borne by the Government pursuant to paragraph 1 of this article. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the United Nations paid the cost. The United Nations, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of all deposits or advances made by the Government, within one month of the receipt of the detailed accounts. Should the actual additional costs exceed the total amount deposited, the Government will remit the outstanding balance within one month of the receipt of the detailed accounts. The final accounts will be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of accounts will be subject to any observations which may arise from the audit carried out by the United Nations Board of Auditors, whose determination shall be accepted as final by both the United Nations and the Government.

#### *Article X. Liability*

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

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

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

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

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\* Not reproduced herein.



2. The Government 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 the United Nations and the Government that such damage, loss or injury is caused by the gross negligence or willful misconduct of the United Nations or its officials. This is without prejudice “to any defences that the Government may have against any such action, claim or other demand arising out of Acts of God or *force majeure*.”

*Article XI. Privileges and immunities*

1. The Convention on the Privileges and Immunities of the United Nations (the “Convention”), adopted by the General Assembly on 13 February 1946, to which Brazil is a party, shall be applicable, in respect of the Conference.

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

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

4. All persons referred to in article II shall have the right to unimpeded entry and exit from Brazil. Visas and entry permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Conference, visas shall be granted not later than two weeks before the opening of the Conference. 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 Conference 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 Conference.

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

6. For the purpose of the Convention on the Privileges and Immunities of the United Nations, the Conference premises specified in article III above shall be deemed to constitute premises of the United Nations in the sense of section 3 of the Convention and access thereto shall be under the control and authority of the United Nations. The premises shall be inviolable for the duration of the Conference, including the preparatory stage and the winding-up.

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

*Article XII. Import duties and tax*

The Government shall allow the temporary importation, tax-free and duty-free, of all equipment, including technical equipment accompanying representatives of information media, and shall waive import duties and taxes on supplies necessary for the Conference. It shall issue, without undue delay any necessary import and export permits for this purpose. Any such equipment shall be re-exported after the conclusion of the Conference, unless alternative arrangements have been made with the agreement of the Government.

*Article XIII. Settlement of disputes*

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement, except for a dispute subject to section 30 of the Convention or of any other applicable Agreement, shall be resolved by negotiations or other agreed mode of settlement. Any such dispute that is not settled by negotiations or any other agreed mode of settlement shall be submitted to the procedure contained in article XIII of the Agreement between the Government and the United Nations regarding the arrangements for the United Nations Conference on Environment and Development concluded on 16 September 1991.

*Article XIV. Annexes*

1. The annexes to this Agreement shall form an integral part hereof and unless expressly provided otherwise, a reference to this Agreement constitutes, at the same time a reference to any annex hereto. The exact number of items listed in the annexes may be subject to modifications.

2. Notwithstanding paragraph 1 of this article, the standards and number of items listed in the annexes to this Agreement should be considered minimum standards and numbers. If the Government wishes to provide higher standards or more items than requested by the United Nations, the Government may do so after prior consultation with the United Nations.

*Article XV. Final provisions*

1. This Agreement shall enter into force upon notification to the United Nations by the Government, in writing, of the fulfilment of its internal procedures necessary for the entry into force of this Agreement. It shall remain in force thereafter, throughout the Conference, including its preparatory period, until the conclusion of all activities and the settlement of all matters arising from the implementation of this Agreement.

2. This Agreement may be modified by written Agreement between the United Nations and the Government. In that case, the modified version of the Agreement shall be subject to the same procedure as described in paragraph 1 of this article, in order to enter into force.

Signed this 5th day of April 2012 in two originals, in the English and Portuguese languages. For the purposes of interpretation and in case of conflict, the English text shall prevail.

For the United Nations

For the Federal Republic of Brazil

[Signed] SHA ZUKANG

Secretary-General for the  
United Nations Conference on  
Sustainable Development

[Signed] MARIA LUIZA RIBEIRO VIOTTI

Ambassador Extraordinary and  
Plenipotentiary  
Permanent Representative

**(g) Exchange of letters constituting an Agreement between the United Nations and the Government of Thailand on the holding of the Regional Course in International Law, to be held in Bangkok from 12 to 30 November 2012. New York, 27 February 2012 and 22 May 2012\***

27 February 2012

Excellency,

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 in the Teaching, Study, Dissemination and Wider Appreciation of International Law, established by the General Assembly in 1965.

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 the Kingdom of Thailand, represented by the Ministry of Foreign Affairs (hereinafter referred to as “the Government”), and will be held in Bangkok from 12–30 November 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 Course will be to provide international law training to persons with a legal background and professional experience in international law from Asia and the Pacific, primarily present in Bangkok, between 24 and 45 years of age, and with a demonstrated proficiency in English.

2. Candidates from the following countries will be invited to apply to the Regional Course: Afghanistan, Bahrain, Bangladesh, Bhutan, Brunei Darussalam, Cambodia, China, Cyprus, Democratic People’s Republic of Korea, Fiji, India, Indonesia, Iran (Islamic Republic of), Iraq, Japan, Jordan, Kazakhstan, Kiribati, Kuwait, Kyrgyzstan, Lao People’s Democratic Republic, Lebanon, Malaysia, Maldives, Marshall Islands, Micronesia (Federated States of), Mongolia, Myanmar, Nauru, Nepal, Oman, Pakistan, Palau, Papua New Guinea, Philippines, Qatar, Republic of Korea, Samoa, Saudi Arabia, Singapore, Solomon Islands, Sri Lanka, Syrian Arab Republic, Tajikistan, Thailand, Timor Leste, Tonga, Turkmenistan, Tuvalu, United Arab Emirates, Uzbekistan, Vanuatu, Viet Nam, and Yemen.

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

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\* Entered into force on 22 May 2012, in accordance with the provisions of said letters.

from the countries listed in paragraph 2 (of which 5 may be from the Host Country), as well as from international and regional organizations.

4. The Regional Course will be held at Ministry of Foreign Affairs of Thailand, Bangkok, and will be conducted in English.

5. The United Nations will be responsible for:

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

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

(c) preparing study materials relevant to the course and shipping them to Bangkok;

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

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

(f) providing stipends for the fellowship participants (maximum 20) in accordance with the United Nations policies and procedures for training and fellowships;

(g) providing travel and accommodation for two legal officers to be present in Bangkok for the duration of the Regional Course;

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

(i) providing travel, when applicable, and health insurance for up to twenty fellowship participants;

(j) providing local transportation for United Nations staff members, fellowship participants and lecturers in Bangkok, if applicable;

(k) providing a name list or name lists of experts performing functions for the United Nations in connection with the Regional Course;

6. The Government will be responsible for:

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

(b) providing accommodation, breakfast and dinner for the fellowship participants (maximum 20);

(c) providing lunches, water and coffee breaks during the weekdays for up to 40 persons;

(d) arranging transportation for United Nations staff members, lecturers and fellowship participants on arrival and departure to and from Thailand;

(e) 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 Bangkok;

(f) 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 designate a person to act as focal point in Bangkok, 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. In particular, representatives of States will enjoy the privileges and immunities accorded under article IV of the Convention. Experts performing functions for the United Nations in connection with the Regional Course shall enjoy the privileges and immunities provided 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, persons performing functions for the United Nations 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;

(b) All participants and all persons performing functions in connection with the Regional Course shall have the right to unimpeded entry and exit from Thailand. 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. The Government shall furnish such police protection as may be required to ensure the effective functioning of the Regional Course in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision and control of a senior officer provided by the Government, the senior officer shall work in close cooperation with a designated senior official of the United Nations.

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

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

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

(c) the employment for the Regional Course of personnel provided or arranged by the Government.

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

11. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to section 30 of the Convention or to any other applicable

Agreement, shall, unless the parties otherwise agree, be resolved by negotiations or any other agreed mode of settlement. Any such dispute that is not settled by 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.

I further propose that upon receipt of your Government's confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of the Kingdom of Thailand 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.

[Signed] STEPHEN MATHIAS  
Assistant Secretary-General  
in charge of the Office of Legal Affairs

## II

22 May 2012

Sir,

I have the honour to acknowledge the receipt of your Note dated 27 February 2012, which reads as follows:

[See letter I]

In reply, I have the honour to confirm that your proposal is acceptable to the Government of the Kingdom of Thailand, and that your Note and this Note in reply shall constitute an Agreement between the United Nations and the Government of the Kingdom of Thailand on this matter.

Accept, Sir, the assurances of my highest consideration.

[Signed] NORACHIT SINHASANI  
Ambassador  
Permanent Representative  
of Thailand to the United Nations

**(h) Agreement between the United Nations and the Government of Sudan  
concerning the status of the United Nations Interim Security Force for Abyei.  
New York, 1 October 2012\***

I. DEFINITIONS

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

(a) “UNISFA” means the United Nations Interim Security Force for Abyei (UNISFA), established by the Security Council in its resolution 1990 (2011) of 27 June 2011 pursuant to the request contained in the Agreement between the Government of the Republic of Sudan and the Sudan People’s Liberation Movement on Temporary Arrangements for the Administration and Security of the Abyei Area concluded at Addis Ababa, Ethiopia, on 20 June 2011 and which has its mandate as set forth in that resolution pursuant to that Agreement, and further expanded pursuant to Security Council resolution 2024 (2011), dated 14 December 2011, to include tasks requested in the Agreement between Government of Sudan and the Government of South Sudan on the Border Monitoring Support Mission, dated 30 July 2011. UNISFA shall consist of:

- (i) the “Force Commander (Head of UNISFA)” appointed by the Secretary-General of the United Nations. Any reference to the Force Commander (Head of UNISFA) in this Agreement shall, except in paragraph 26, include any member of UNISFA to whom he or she delegates a specified function or authority;
- (ii) a “civilian element” consisting of United Nations officials and of other persons assigned by the Secretary-General to assist the Force Commander (Head of UNISFA) in the implementation of UNISFA’s mandate or made available by participating States to serve as part of UNISFA;
- (iii) a “military element” consisting of military personnel made available to UNISFA by participating States at the request of the Secretary-General;
- (b) a “member of UNISFA” means the Force Commander (Head of UNISFA) and any member of the civilian or military elements;
- (c) “the Government” means the Government of Sudan;
- (d) “the Area” means the Abyei Area as defined by the Permanent Court of Arbitration;
- (e) “Area of Operation” means the Abyei Area as well as the Safe Demilitarized Border Zone (SDBZ) referred to in the Agreement on the Border Monitoring Support Mission between the Government of Sudan and the Government of South Sudan concluded at Addis, Ababa, Ethiopia, on 30 July 2011;
- (f) “Mission Area” means the Area of Operation and such locations in Sudan and South Sudan where UNISFA shall have established liaison offices, border mechanism sector headquarters and team sites, or logistic bases to support mandated activities in both countries;
- (g) a “participating State” means a State providing personnel, services, equipment, provisions, supplies, materials and other goods, including spare parts and means of trans-

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\* Entered into force provisionally on 1 October 2012 upon signature, in accordance with the provisions of article XI.



port, to any of the above-mentioned elements of UNISFA. It is understood that pursuant to the Agreement between the Government of the Republic of Sudan and the Sudan People's Liberation Movement on Temporary Arrangements for the Administration and Security of the Abyei Area concluded at Addis Ababa, Ethiopia, on 20 June 2011, military contingent personnel shall be provided by the Government of Ethiopia;

(h) "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 Government of Sudan is a Party, having acceded thereto without reservation on 21 March 1977;

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

(j) "vehicles" means civilian and military vehicles in use by the United Nations and operated by members of UNISFA, participating States or Contractors in support of UNISFA activities;

(k) "vessels" means civilian and military vessels in use by the United Nations and operated by members of UNISFA, participating States or Contractors in support of UNISFA activities;

(l) "aircraft" means civilian and military aircraft in use by the United Nations and operated by members of UNISFA, participating States or Contractors in support of UNISFA 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 UNISFA or any member thereof or to Contractors shall apply in the Area and, as necessary for the fulfilment of its activities related to its mandate, elsewhere in Sudan.

## III. APPLICATION OF THE CONVENTION

3. UNISFA, its property, funds and assets and its members, including the Force Commander (Head of UNISFA), 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 UNISFA, shall also apply to the property, funds and assets of participating States used in connection with UNISFA.

## IV. STATUS OF UNISFA

5. UNISFA 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. UNISFA and its members shall respect all local laws and



regulations and shall refrain from any conduct that is offensive to local customs and values. The Force Commander (Head of UNISFA) shall take all appropriate measures to ensure the observance of these obligations.

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

(a) the United Nations shall ensure that UNISFA shall conduct its operations 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 UNISFA 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.

UNISFA and the Governments shall accordingly ensure 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 international nature of UNISFA.

*United Nations flag, markings and identification*

8. The Government recognizes the right of UNISFA to display within the Area the United Nations flag on its headquarters, camps or other premises, vehicles, vessels and otherwise as decided by the Force Commander (Head of UNISFA). Other flags or pennants may be displayed only in exceptional cases in consultation with the Government.

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

*Communications*

10. UNISFA 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, the International Telecommunications Convention and applicable national regulations consistent therewith as promulgated and specifically notified to UNISFA by the Government.

11. Subject to the provisions of paragraph 10:

(a) UNISFA shall have the right to disseminate information in the Mission Area through official printed materials and publications relating to its mandated activities in support of the implementation of the 20 June and 30 July 2011 Agreements.

(b) UNISFA 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 Area of Operations with each other and with United Nations offices in Sudan, South Sudan and 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 UNISFA with the Government, the Government shall immediately allocate suitable frequencies to UNISFA for this purpose. UNISFA 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.

(c) UNISFA shall enjoy, within the Area and within 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 UNISFA, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The Government shall, within fifteen (15) working days of being so requested by the UNISFA, allocate suitable frequencies to UNISFA for this purpose. UNISFA 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.

(d) UNISFA may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNISFA. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of UNISFA or its members. In the event that postal arrangements applying to private mail of members of UNISFA 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. UNISFA, 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 UNISFA, shall enjoy full and unrestricted freedom of movement without delay throughout Sudan by the most direct route possible, and as deemed necessary for UNISFA's operations, without the need for travel permits or prior authorization, except in the case of movements by air, which will comply with International Civil Aviation Organization (ICAO) safety regulations and the customary procedural requirements for flight planning and operations within the airspace of Sudan as promulgated and specifically notified to UNISFA by the Civil Aviation Authority of 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 the Area or within Sudan, be coordinated with the Government. Notwithstanding the foregoing, medical evacuation and other emergency flights shall be given prompt clearance and shall in any event be entitled to proceed as soon as the relevant authorities of the Government

have been notified, and the Government shall ensure the safe conduct of such flights within its airspace and in the airspace over the Area. Medical evacuation and other emergency travel by road or waterway shall be given similar priority and the Government shall assure its safe conduct. The Government shall, where necessary, provide UNISFA 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 UNISFA's movements and ensuring the safety and security of its members.

13. Vehicles and vessels shall not be subject to licensing by the Government, provided that they shall carry third party insurance.

14. UNISFA 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 UNISFA, 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, UNISFA 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 UNISFA*

15. UNISFA, 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 UNISFA shall also apply to the property, funds and assets of participating States used in the Area or elsewhere in Sudan in connection with the national contingents serving in UNISFA, as provided for in paragraph 4 of the present Agreement. The Government recognizes in particular:

(a) The right of UNISFA, 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 UNISFA or for resale in the commissaries provided for below. For this purpose, the Government agrees expeditiously to establish, at the request of UNISFA, temporary customs clearance facilities for UNISFA at locations in Sudan convenient for UNISFA not previously designated as official ports of entry for Sudan;

(b) The right of UNISFA to establish, maintain and operate commissaries at its headquarters, camps and posts for the benefit of the members of UNISFA, but not of locally recruited personnel. Such commissaries may provide goods of a consumable nature and other articles to be specified in advance. The Force Commander (Head of UNISFA) 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 UNISFA and shall give due consideration to observations or requests of the Government concerning the operation of the commissaries;

(c) The right of UNISFA, 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 UNISFA or for resale in the commissaries provided for above;

(d) The right of UNISFA, 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 Sudan or to an entity nominated by the Government.

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 UNISFA and the Government at the earliest possible date.

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

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

16. The Government shall, where possible, provide without cost to UNISFA and in agreement with the Force Commander (Head of UNISFA) 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 UNISFA, including the establishment of the necessary facilities for maintaining communications in accordance with paragraph 11. Such premises 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. Without prejudice to the mandate of UNISFA, the Force Commander shall not permit the premises to become a refuge for persons seeking to avoid arrest under the law of Sudan for crimes that they are alleged to have committed and evidence of which has been provided to the Force Commander by the relevant national authorities.

17. The Government undertakes to assist UNISFA 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 UNISFA on terms to be agreed with the competent authority. UNISFA 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 UNISFA as to essential government services.

18. UNISFA 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 UNISFA to such premises.

##### *Provisions, supplies and services, and sanitary arrangements*

20. The Government agrees to grant promptly, upon presentation by UNISFA or by Contractors of a bill of landing, 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 UNISFA, 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 UNISFA 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 UNISFA or by Contractors for the official and exclusive use of UNISFA, 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 UNISFA and Contractors from general sales taxes in respect of all local purchases for official use. In making purchases on the local market, UNISFA 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 in support of UNISFA, other than Sudan nationals residing in Sudan, the Government agrees to provide Contractors with facilities for their entry into and departure from Sudan, without delay or hindrance, and for their residence in the Area or if necessary elsewhere in 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, all necessary visas, licenses, permits and registrations. Contractors, other than Sudan nationals resident in Sudan, shall be accorded exemption from taxes and monetary contributions in Sudan on services, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, provided to UNISFA, including corporate, income, social security and other similar taxes arising directly from or related directly to the provision of such services or goods.

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

#### *Recruitment of local personnel*

24. UNISFA may recruit locally such personnel as it requires. Upon the request of the Force Commander (Head of UNISFA), the Government undertakes to facilitate the recruitment of qualified local staff by UNISFA and to accelerate the process of such recruitment. Without prejudice to UNISFA's right to recruit such local personnel as it requires in accordance with the United Nations Staff Regulations and Rules as well as relevant United Nations policies and procedures, in the event the alleged activities of such personnel pose serious concerns for the Governments of Sudan and South Sudan, UNISFA and the two Governments as far as the implementation of the 20 June Agreement is concerned, and UNISFA and the Government of Sudan, as far as the implementation of the 30 July

agreement is concerned, shall cooperate in a spirit of good faith and partnership to address such concerns when they are supported by evidence.

### *Currency*

25. The Government undertakes to make available to UNISFA and to Contractors, against reimbursement in mutually acceptable currency, local currency required for the use of UNISFA, including the pay of its members, at the rate of exchange most favourable to UNISFA and Contractors. UNISFA and Contractors may only exchange foreign currency in Sudan through authorized foreign currency channels.

## VI. STATUS OF THE MEMBERS OF UNISFA

### *Privileges and immunities*

26. The Force Commander (Head of UNISFA), the Head of the Police and such high-ranking members of UNISFA 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 element to serve with UNISFA, remain officials of the United Nations entitled to the privileges and immunities of articles V and VII of the Convention. United Nations Volunteers assigned to serve in UNISFA shall similarly enjoy the privileges and immunities accorded to United Nations officials.

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 Force Commander (Head of UNISFA) 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 element of UNISFA shall have the privileges and immunities specifically provided for in the present Agreement.

30. Locally recruited personnel of UNISFA 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. UNISFA agrees to coordinate with the Government with a view to the deferral of any national service obligations of locally recruited personnel of UNISFA during the period of their employment. UNISFA shall accordingly notify the Government when such employment begins and ends.

31. Members of UNISFA 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 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 UNISFA shall have the right to import free of duty their personal effects in connection with their arrival in the Area. They shall, as applicable, be subject to the laws and regulations of Sudan governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in the Area with UNISFA. Special facilities will be granted by the Government for the speedy processing



of entry and exit formalities for all members of UNISFA, including the military element, upon prior written notification. On departure from Sudan, members of UNISFA may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Force Commander (Head of UNISFA) 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 UNISFA.

33. The Force Commander (Head of UNISFA) 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 Sudan, as applicable, by the members of UNISFA, in accordance with the present Agreement.

#### *Entry, residence and departure*

34. The Force Commander (Head of UNISFA) and members of UNISFA shall, whenever so required by the Force Commander (Head of UNISFA), have the right to enter into, reside in and depart from UNISFA's Mission Area through official points of entry in Sudan and South Sudan.

35. The Government undertakes to facilitate the entry into and departure from Sudan, without delay or hindrance, of the Force Commander (Head of UNISFA) and members of UNISFA and shall be kept informed of such movement. For that purpose, upon the request of UNISFA, the Government shall issue without delay and free of charge, multiple entry visas to the Force Commander (Head of UNISFA) and officials of the United Nations assigned to the civilian component of UNISFA, United Nations Volunteers, military observers, military liaison officers, military staff officers, United Nations civilian police and contractors. These visas shall be issued either at a Sudanese Embassy abroad or upon arrival in Sudan and shall be issued in a document recognized for international travel, such as a national passport, a United Nations *laissez-passer* or similar document issued by a competent authority. The Force Commander and members of UNISFA shall be exempt from immigration restrictions and from payment of any fees or charges on entering into or departing from Sudan. They shall also be exempt from any regulations governing the residence of aliens in Sudan, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in Sudan.

36. For the purpose of such entry or departure into Sudan, military contingent members of UNISFA shall only be required to have: (a) an individual or collective movement order issued by or under the authority of the Force Commander (Head of UNISFA) or any appropriate authority of a participating State; and (b) a personal identity card issued in accordance with paragraph 37 of the present Agreement.

#### *Identification*

37. The Force Commander (Head of UNISFA) shall issue to each member of UNISFA before or as soon as possible after such member's first entry into the Area, 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 UNISFA.

38. Members of UNISFA as well as locally recruited personnel and Contractors shall be required to present, but not to surrender, their UNISFA identity cards upon demand by the appropriate officials.

#### *Uniforms and arms*

39. Military members and United Nations military observers, United Nations military liaison officers and civilian police of UNISFA 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 UNISFA may be authorized by the Force Commander (Head of UNISFA) at other times. Military members, military observers, and civilian police of UNISFA, United Nations Security Officers and United Nations close protection officers designated by the Force Commander (Head of UNISFA) 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 issued by the Force Commander (Head of UNISFA) for the operation by any member of UNISFA, including locally recruited personnel, of any UNISFA vehicles and for the practice of any profession or occupation in connection with the functioning of UNISFA, 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 UNISFA. 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. In this connection, aircraft will comply with national civil aviation regulations of Sudan which have been notified in advance to the extent such regulations are consistent with relevant regulations of the International Civil Aviation Organization.

42. Without prejudice to the provisions of paragraph 39, the Government further agrees to accept as valid, without tax or fee, permits issued by the Force Commander (Head of UNISFA) to members of UNISFA for the carrying or use of firearms or ammunition in connection with the functioning of UNISFA.

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

43. The Force Commander (Head of UNISFA) shall take all appropriate measures to ensure the maintenance of discipline and good order among members of UNISFA, including locally recruited personnel. To this end, personnel designated by the Force Command-



er (Head of UNISFA) shall police the premises of UNISFA and areas where its members are deployed. Elsewhere, such personnel shall be employed only subject to arrangements with the Government and in liaison with each of them in so far as such employment is necessary to maintain discipline and order among members of UNISFA.

44. The military police of UNISFA shall have the power of arrest over the military members of UNISFA. Military personnel placed under arrest outside their own contingent areas shall be transferred to the Force Commander (Head of UNISFA) for appropriate disciplinary action. The personnel mentioned in paragraph 43 above may take into custody any other person on the premises of UNISFA. Such other person shall be delivered immediately to the nearest appropriate official 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 UNISFA:

(a) When so requested by the Force Commander (Head of UNISFA); or

(b) When such a member of UNISFA 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 UNISFA, 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), UNISFA 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. UNISFA shall in accordance with section 21 of the Convention cooperate at all times with the appropriate authorities of the Government in order to facilitate the proper administration of justice. UNISFA 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 UNISFA, its members and associated personnel and their equipment and premises. In particular:

(a) the Government shall take all appropriate measures to ensure the safety, security and freedom of movement of UNISFA, its members and associated personnel and their property and assets. They shall take all appropriate steps to protect members of UNISFA 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 UNISFA are inviolable and subject to the exclusive control and authority of the United Nations;

(b) if members of UNISFA 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;

(c) the Government agrees to take the necessary steps to ensure the prosecution and punishment of the following crimes under their national laws and to make them punishable by appropriate penalties, taking into account their grave nature:

- (i) a murder, kidnapping or other attack upon the person or liberty of any member of UNISFA or its associated personnel;
- (ii) a violent attack upon the official premises, the private accommodation or the means of transportation of any member of UNISFA or its associated personnel likely to endanger his or her person or liberty;
- (iii) 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;
- (iv) an attempt to commit any such attack; and
- (v) 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;

(d) the Government shall establish their jurisdiction over the crimes set out in paragraph 48 (iii) above:

- (i) when the crime was committed in the Area or on the territory of Sudan;
- (ii) when the alleged offender is a national of Sudan; or
- (iii) when the alleged offender, other than a member of UNISFA, is present in the Area or in the territory of Sudan,

unless the Government 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;

(e) 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 Sudan, as well as those persons that are subject to its criminal jurisdiction who are accused of other acts in relation to UNISFA 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 Force Commander (Head of UNISFA), the Government shall provide such security as necessary to protect UNISFA, its members and associated personnel and their equipment during the exercise of their functions. In that connection, the Force Commander shall coordinate closely with the national authorities.

*Jurisdiction*

50. All members of UNISFA, 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, and for that purpose, such immunity shall continue even after they cease to be members of or employed by or for UNISFA and after the expiration of the other provisions of the present Agreement.

51. Should the Government consider that any member of UNISFA has committed a criminal offence, it shall promptly inform the Force Commander (Head of UNISFA) 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 element, the Force Commander (Head of UNISFA) shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such Agreement the question shall be resolved as provided in paragraph 57 of the present Agreement. In the event that criminal proceedings are instituted in Sudan in accordance with the present Agreement, the relevant courts and authorities shall ensure that the member of UNISFA 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 Sudan intends to be a Party;

(b) military contingent members of UNISFA shall be subject to the exclusive jurisdiction of the troop contributing State in respect of any criminal offences which may be committed by them in the Area or elsewhere in Sudan.

52. If any civil proceeding is instituted against a member of UNISFA before any court of Sudan, the Force Commander (Head of UNISFA) 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 Force Commander (Head of UNISFA) 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 Force Commander (Head of UNISFA) certifies that the proceeding is not related to official duties, the proceeding may continue. In that event, the courts and authorities of Sudan shall grant the member of UNISFA concerned sufficient opportunity to safeguard his or her rights in accordance with due process of law. If the Force Commander (Head of UNISFA) certifies that a member of UNISFA 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 UNISFA that is certified by the Force Commander (Head of UNISFA) 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 UNISFA 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 Force Commander (Head of UNISFA) 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 UNISFA who dies in the Area or in Sudan, as well as that member's personal property located within the Area or Sudan, in accordance with United Nations procedures. Such action shall be coordinated with the Government, as appropriate.

## 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 UNISFA, 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 reasonably 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 UNISFA, to which UNISFA or any member thereof is a party and over which the courts of 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 UNISFA, the Force Commander (Head of UNISFA) 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 staff members shall be settled by the administrative procedures to be established by the Force Commander (Head of UNISFA), in accordance with the relevant provisions of the United Nations Staff Regulations and Rules then in force. Disputes con-

cerning the terms of service of other personnel engaged locally, such as individual contractors, shall be settled in accordance with the terms specified in their contracts, including arbitration where applicable.

57. All other disputes between UNISFA 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 United Nations and the Government of Sudan have entered into an exchange of letters dated 1 October 2012 concerning this Agreement, which is set forth in annex hereto.\* The Force Commander (Head of UNISFA) may conclude supplemental arrangements to the present Agreement with the Government.

#### X. LIAISON

60. The Force Commander (Head of UNISFA) 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 UNISFA and to the facilities that Sudan undertakes to provide to UNISFA, or to any obligations of the Government, the Government shall be responsible for the implementation and fulfillment of such privileges, immunities, rights and facilities in its territory, and have the ultimate responsibility for the implementation and fulfillment of such privileges, immunities, rights and facilities by the appropriate local authorities, including those authorities nominated by it to serve in any of the Area institutions.

62. The present Agreement shall enter into force and shall be applied provisionally by the Government upon signature, pending the Government's notification that it has completed internal ratification procedures under the Constitution of Sudan.

63. The present Agreement shall remain in force until the departure of the final element of UNISFA from the Area, 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.

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\* The annex is not reproduced herein.

64. Without prejudice to existing Agreements regarding their legal status and operations in the Area, 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 the Area and perform functions in relation to UNISFA.

65. Without prejudice to existing Agreements regarding their legal status and operations in the Area, 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 the Area and perform functions in relation to UNISFA, provided that this is done with the written agreement of the Force Commander (Head of UNISFA), 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 New York on the 1st day of October of the year 2012.

For the United Nations

[Signed] MR. HERVÉ LADSOUS

Under-Secretary-General, Department of Peacekeeping Operations

For the Government of Sudan

[Signed] AMBASSADOR RAHAMTALLA MOHAMED OSMAN

Undersecretary  
Ministry of Foreign Affairs

### 3. Other agreements

#### **Memorandum of Understanding between the United Nations and the International Criminal Court concerning cooperation between the United Nations Operation in Côte d'Ivoire (UNOCI) and the Prosecutor of the International Criminal Court. New York, 20 and 23 January 2012\***

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 and the Court have concluded a Memorandum of Understanding between the United Nations, represented by the United Nations Security Coordinator, and the International Criminal Court Regarding Coordination of Security

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\* Entered into force on 23 January 2012 by signature, in accordance with article 24.

Arrangements (the “MOU on Security Arrangements”), which entered into force on 22 December 2004;

Whereas the United Nations Operation in Côte d’Ivoire (“UNOCI”) was established pursuant to United Nations Security Council resolution 1528 (2004) of 27 February 2004 as a subsidiary organ of the United Nations;

Whereas the United Nations Security Council, in its resolution 2000 (2011) of 27 July 2011, called upon UNOCI, where consistent with its existing authorities and responsibilities, to support national and international efforts to bring to justice perpetrators of grave violations of human rights and international humanitarian law in Côte d’Ivoire;

Whereas the Government of Côte d’Ivoire (the “Government”) on 18 April 2003 lodged with the Registrar of the International Criminal Court (the “Registrar”) pursuant to article 12, paragraph 3, of the Rome Statute of the International Criminal Court (the “Rome Statute”) a declaration accepting the exercise of jurisdiction by the International Criminal Court and reaffirmed its acceptance of the Court’s jurisdiction on 14 December 2010;

Whereas the Pre-Trial Chamber of the International Criminal Court on 3 October 2011, authorized the Prosecutor of the International Criminal Court (the “Prosecutor”) to commence an investigation into the situation of crimes within the jurisdiction of the Court which may have been committed on the territory of Côte d’Ivoire since 28 November 2010 and whereas the Prosecutor has commenced such an investigation;

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 15 of the Relationship Agreement, with due regard to its responsibilities and competence under the Charter and subject to its rules as defined under applicable international law, the United Nations undertakes to cooperate with the Office of the Prosecutor (OTP);

Whereas, in article 18 of the Relationship Agreement, the United Nations undertakes, with due regard to its responsibilities and competence under the Charter of the United Nations and subject to its rules, to cooperate with the Prosecutor of the Court and to enter with the Prosecutor into such arrangements or agreements as may be necessary to facilitate such cooperation, in particular when the Prosecutor exercises his or her duties and powers with respect to investigation and seeks the cooperation of the United Nations under article 54 of the Statute;

Whereas the United Nations and the Prosecutor wish to conclude arrangements of the kind foreseen in article 18 of the Relationship Agreement;

Now, therefore, the United Nations represented by UNOCI (hereinafter UNOCI) and the Court represented by the Prosecutor (hereinafter “the Prosecutor”) 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 Prosecutor in connection with investigations conducted by the Prosecutor into crimes within the jurisdiction of the Court which may have been committed on the territory of Côte d’Ivoire since 28 November 2010.

*Article 2. Cooperation*

1. The United Nations undertakes to cooperate with the Prosecutor in accordance with the specific modalities set out in this MOU.

2. This MOU may be supplemented from time to time by means of written Agreement between the signatories or their designated representatives setting out additional modalities of cooperation between the United Nations and the Prosecutor.

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*

1. It is understood that UNOCI shall afford the assistance and support provided for in this MOU to the extent feasible within its capabilities and areas of deployment and without prejudice to its ability to discharge its other mandated tasks.

2. The Prosecutor acknowledges that 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 UNOCI 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. 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 UNOCI to ensure or provide for the protection of witnesses, potential witnesses or victims identified or contacted by the Prosecutor in the course of his or her investigations.

*Article 4. Reimbursement*

1. All services, facilities, cooperation, assistance and other support that may be provided to the Prosecutor by the United Nations or by UNOCI pursuant to this MOU shall be provided on a fully reimbursable basis.

2. The Prosecutor shall reimburse the United Nations or UNOCI in full for and in respect of all clearly identifiable direct costs that the United Nations or UNOCI may incur as a result of or in connection with providing services, facilities, cooperation, assistance or support pursuant to this MOU.

3. The Prosecutor shall not be required to reimburse the United Nations or UNOCI for or in respect of:

(a) costs that the United Nations or UNOCI would have incurred regardless of whether or not services, facilities, cooperation, assistance or support were provided to the Prosecutor pursuant to this MOU;

(b) any portion of the common costs of the United Nations or of UNOCI;

(c) depreciation in the value of United Nations or contingent owned equipment, vehicles, vessels or aircraft that might be used by the United Nations or UNOCI in the course of providing services, facilities, cooperation, assistance or support pursuant to this MOU.

## CHAPTER II. SERVICES, FACILITIES AND SUPPORT

### *Article 5. Administrative and logistical services*

1. Pending conclusion of an agreement between the United Nations and the Registry relating to administrative and logistical services, UNOCI is prepared, at the request of the Prosecutor, to provide administrative and logistical services to the Prosecutor, including:

(a) access to UNOCI's internet service in areas where available, subject to compliance with UNOCI's information technology protocols, policies and rules, in particular with respect to the use of external applications and the installation of software;

(b) with the prior written consent of the Government and on the understanding that the Prosecutor purchases compatible equipment for that purpose, access to UNOCI's internal telecommunications facilities (PABX) and its two-way radio security channels for the purpose of communications within Côte d'Ivoire;

(c) storage for items of equipment or property owned by the Office of the Prosecutor on a space-available basis, it being understood that risk of damage to, or deterioration or loss of, such equipment or property during its storage by UNOCI shall lie with the Office of the Prosecutor. The Office of the Prosecutor hereby agrees to release the United Nations, including UNOCI, and their officials, agents, servants and employees from any claim in respect of damage to, or deterioration or loss of, such equipment or property;

(d) provided that staff/officials of the Office of the Prosecutor are lawfully entitled to benefit from the same immigration formalities on their entry into and departure from Côte d'Ivoire as are members of UNOCI, assistance to staff/officials of the Office of the Prosecutor in completing those formalities when arriving or departing on flights that are also carrying members of UNOCI. It is understood that it is the Prosecutor's responsibility to ensure that his/her staff/officials are in possession of appropriate travel documents and that UNOCI is not in a position to resolve any travel, immigration or departure problems for staff/officials of the Office of the Prosecutor;

(e) on an exceptional basis and with the prior written consent of the Government, temporary or overnight accommodation for staff/officials of the office of the Prosecutor on UNOCI premises, it being understood that UNOCI will consider requests for such services on a case-by-case basis, taking duly into consideration the security of its own members and assets and the availability of alternative suitable accommodation in the vicinity. It

shall be a condition of the accommodation of any staff member/official of the Office of the Prosecutor on UNOCI premises that he or she first signs a waiver of liability as set out in annex A\* of this MOU. The Prosecutor shall advise his/her staff/officials concerned of this requirement and shall instruct them to complete and sign that waiver. UNOCI and the Prosecutor shall make practical arrangements for the transmittal to UNOCI of completed and signed waivers at least 5 (five) working days in advance of the arrival of the staff/officials concerned at the UNOCI premises at which they are to be accommodated. The United Nations shall not be responsible in any way for the safety or security of any staff/officials of the Office of the Prosecutor who are accommodated on UNOCI premises pursuant to a request by the Prosecutor.

2. The Prosecutor shall make requests for such services in writing, preferably on a quarterly basis but no less than 30 days before the service is required. In making such requests, the Prosecutor shall specify, the nature of the administrative or logistical services sought, when they are sought and for how long. UNOCI shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. In the event that it accedes to a request, UNOCI shall simultaneously inform the Prosecutor in writing of the date on which it is able to commence provision of the services concerned and of their estimated cost.

3. Should UNOCI, in its sole discretion, determine that the provision of the administrative or logistical services requested by the Prosecutor is beyond the staffing capabilities of UNOCI, UNOCI shall nevertheless provide such services if the Prosecutor first agrees to provide UNOCI with the funds needed by it to recruit and pay for the services of additional administrative support staff to assist UNOCI in performing the said administrative or logistical services and provides all related infrastructure and common services requirements necessary to accommodate such staff.

#### *Article 6. Medical services*

1. In the event of a medical emergency affecting staff/officials of the Office of the Prosecutor while they are present in UNOCI's areas of deployment, UNOCI undertakes, subject to availability and to the security of its own members and assets, to provide, on request by the Prosecutor:

(a) on-site medical support to the staff/officials of the Office of the Prosecutor concerned, and

(b) transportation to the nearest available appropriate medical facility, including emergency medical evacuation services to an appropriate country, it being understood that it is the Prosecutor's responsibility to arrange for subsequent hospitalisation and further medical treatment in that country,

it being further understood that, in the provision of such services, staff/officials of the Office of the Prosecutor shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

2. UNOCI shall provide Level I medical services for staff/officials of the Office of the Prosecutor at UNOCI's United Nations-owned medical facilities in Côte d'Ivoire on a space-available basis, it being understood that, in the delivery of such services, staff/

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\* The annexes are not reproduced herein.

officials of the Office of the Prosecutor shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

3. The Prosecutor shall advise his/her staff/officials travelling to Côte d'Ivoire on official business of the requirement to complete and sign a Release from Liability Form, as set out in annex 8 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 Côte d'Ivoire. UNOCI and the Prosecutor shall make practical arrangements for the transmittal to UNOCI of completed and signed forms in advance of the arrival of the staff/officials concerned in Côte d'Ivoire. Without prejudice to the foregoing, it is nevertheless understood that no staff member or official of the Court will be denied medical services provided for in this MOU solely on the grounds of his or her not having previously completed and signed a Release from Liability Form if, at the time of the medical emergency or of arrival at the medical facility, he or she is physically unable to complete and sign such a form.

#### *Article 7. Transportation*

1. At the request of the Prosecutor and subject to prior signature of a waiver of liability by the staff member/official of the Office of the Prosecutor concerned as set out in annex C of this MOU, UNOCI shall provide aircraft passenger services to staff/officials of the Office of the Prosecutor, on a space-available basis aboard its regular flights, it being understood that, in the provision of such services, staff/officials of the Office of the Prosecutor shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

2. UNOCI is prepared to give favourable consideration, when appropriate and on a case-by-case basis, to requests by the Prosecutor for additional ground time at landing sites subject to operational limitations.

3. UNOCI may provide special flights to the Office of the Prosecutor at the Prosecutor's request.

4. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may provide assistance to the Prosecutor by transporting on UNOCI aircraft, witnesses who are voluntarily cooperating with the Court. UNOCI will consider such requests on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, seat availability on UNOCI aircraft and the availability of alternative means of transportation, such as commercial flights. Neither UNOCI nor the United Nations shall be responsible for the security or safety of any witnesses whom UNOCI might transport on its aircraft in response to such requests. It shall be a condition to the transportation of any witness on UNOCI aircraft pursuant to such a request that the witness concerned first sign a waiver of liability as set out in annex D of this MOU and that a staff member/official of the Office of the Prosecutor accompany the witness during the entire period of his or her transportation by UNOCI. In the event that it is necessary to protect the identity of a particular witness, the Prosecutor and UNOCI shall consult with each other, at the Prosecutor's request, with a view to putting in place practical arrangements that will make

it possible for the witness concerned to complete the waiver of liability as set out in annex D of this MOU while at the same time protecting his or her identity.

5. At the request of the Prosecutor and subject to the signature of a waiver of liability by the staff member/official of the office of the Prosecutor concerned as set out in annex E of this MOU, UNOCI shall provide transportation in its motor vehicles to staff/officials of the Office of the Prosecutor on a space-available basis, it being understood that, in the provision of such services, staff/officials of the office of the Prosecutor shall be accorded the same priority as is accorded to officials of the specialized agencies and of the other related organizations of the United Nations.

6. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may provide assistance to the Prosecutor by transporting in UNOCI motor vehicles witnesses who are voluntarily cooperating with the Court. The provisions of paragraph 3 of this article shall apply in respect of such requests, *mutatis mutandis*, except that the waiver that is to be signed by any witness who may be transported by UNOCI pursuant to any such request shall be as set out in annex E of this MOU.

7. At the request of the Prosecutor, UNOCI shall provide air or ground transportation services for items of Court-owned equipment or property on a space-available basis, it being understood that, in the provision of such services, items of Court-owned equipment or property shall be accorded the same priority as is accorded to equipment or property of the specialized agencies and of the other related organizations of the United Nations. Risk of damage to, or loss of, items of Court-owned equipment or property during such transportation shall lie with the Prosecutor. The Prosecutor hereby agrees to release the United Nations, including UNOCI, from any claim in respect of damage to, or loss of, such equipment or property.

8. The Prosecutor shall make all requests regarding the provision of transportation by UNOCI under this article in writing. In making such requests, the Prosecutor shall specify for whom or what and the date on, and the locations between, which transportation is sought. UNOCI shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. If UNOCI accedes to a request, it shall simultaneously provide the Prosecutor with a written estimate of the cost of the transportation services chargeable to it.

9. Without prejudice to article 4 of this MOU, it is understood that costs that are reimbursable by the Court in connection with services provided pursuant to this article shall include, *inter alia*, those arising from the payment by the United Nations of any additional insurance premiums and of any increase in fees for the charter of aircraft and, in the case of any special flights provided pursuant to paragraph 2 of this article, the cost of fuel consumed by United Nations or contingent owned aircraft and of helicopter or aircraft flying hours.

10. UNOCI confirms to the Prosecutor that it is prepared, in principle, to give consideration to requests from the Government to assist the Government in the transportation of:

(a) suspects or accused persons, for the purpose of their transfer to the Court;

(b) witnesses who have received a summons from the competent authorities of Côte d'Ivoire to attend for questioning, for the purpose of their transfer to the location in Côte d'Ivoire identified in that summons.

*Article 8. Police and military support*

1. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may provide police and/or military support to the Prosecutor for the purpose of facilitating his or her investigations in areas where UNOCI military units are already deployed.

2. The Prosecutor shall make requests for such support in writing. When making such requests, the Prosecutor shall provide such information as the location, date, time and nature of the investigation that is to be conducted and the number of staff/officials of the Office of the Prosecutor involved, as well as an evaluation of the attendant risks of which he or she may be aware.

3. UNOCI will review such requests on a case-by-case basis, taking into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, the consistency of the support requested with its mandate and Rules of Engagement and the capacity of the Government to provide adequate security for the investigation concerned. UNOCI shall inform the Prosecutor in writing whether or not it accedes to such requests as soon as possible and in any event within 10 (ten) working days of their receipt.

4. In the event that UNOCI agrees to a request. UNOCI shall, on the basis of the information provided by the Prosecutor, determine in an operational order the extent, nature and duration of the military support to be provided, together with an estimate of the total reimbursable cost of the operation chargeable to the Prosecutor. The Prosecutor shall acknowledge in writing his or her agreement to that operational order.

5. Any military units and equipment that UNOCI might deploy pursuant to such an order shall remain exclusively and at all times under UNOCI's command and control.

6. Without prejudice to article 4 of this MOU, it is understood that the costs that are reimbursable by the Court in connection with support provided pursuant to this article shall include, *inter alia*, the cost of fuel consumed by United Nations or contingent owned vehicles, vessels or aircraft and of any helicopter or aircraft flying hours.

CHAPTER III. COOPERATION AND LEGAL ASSISTANCE

*Article 9. Access to documents and information held by UNOCI*

1. Requests by the Prosecutor for access to documents held by UNOCI are governed by article 18 of the Relationship Agreement.

2. Requests by the Prosecutor for access to such documents shall be communicated by the Prosecutor in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for Côte d'Ivoire.

3. Such requests shall identify with a reasonable degree of specificity the document or the category or categories of documents to which the Prosecutor wishes to be afforded access, shall explain succinctly how and why such document or documents or the information that they contain is relevant to the conduct of the Prosecutor's investigations and explain why that information cannot reasonably be obtained by other means or from some other source.

4. The Under-Secretary-General for Peacekeeping Operations shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

5. The United Nations, acting through the Under-Secretary-General for Peacekeeping Operations, may, on its own initiative make available to the Prosecutor documents held by UNOCI that the United Nations may have reason to believe may be of use to the Prosecutor in connection with his or her investigations.

6. The United Nations shall endeavour, wherever possible, to accede to the Prosecutor's requests by providing the document or documents to which the Prosecutor wishes to be afforded access and by not placing any conditions, limitations, qualifications or exceptions on their disclosure.

7. Where a document requested contains information the disclosure of which would:

- (a) endanger the safety or security of any person, or
- (b) prejudice the security or proper conduct of any operation or activity of the United Nations or of its specialised agencies or related organizations or of its implementing partners or executing agencies, or
- (c) violate an obligation of confidentiality owed by the United Nations to a third party, or
- (d) violate or interfere with the privacy of a third person, or
- (e) undermine or compromise the free and independent decision-making processes of the United Nations, or
- (f) endanger the security of any Member State of the United Nations,

the United Nations shall nevertheless endeavour, wherever possible, to provide the document concerned to the Prosecutor. To this end, the United Nations may request the order by the Court of appropriate measures of protection in respect of the document or, in the absence of such measures, may place conditions, limitations, qualifications or exceptions on the disclosure of the document or on specified parts of its contents, including the introduction of redactions, for the purpose of preventing the disclosure of information of one or other of the kinds described above in a manner that would endanger the safety or security of any person or be detrimental to the interests of the United Nations or its Member States or place the United Nations in violation of its obligations.

8. Where it considers there is no other practicable way in which it can respond positively to the Prosecutor's request, the United Nations may, on an exceptional basis, provide documents to the Prosecutor subject to the arrangements and protections provided for in article 18, paragraph 3, of the Relationship Agreement. In such an eventuality, the provisions set out in annex F to this MOU shall apply.

9. It is understood that, in the normal course of events, the United Nations will provide the Prosecutor with photocopies of documents held by UNOCI and not with original versions. The United Nations is, nevertheless, prepared, in principle, to make available to the Prosecutor, on a temporary basis, the original versions of specific documents, should the Prosecutor indicate that such original versions are needed for evidentiary or forensic reasons. Requests for such original versions shall be communicated by the Prosecutor



in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for Côte d'Ivoire. The United Nations undertakes to endeavour to accede to such requests whenever possible. It is nevertheless understood that the United Nations shall be free to decline any such request or to accede to it subject to such conditions, limitations, qualifications or exceptions as it might deem appropriate. It is further understood that the agreement of the United Nations to make available original versions of documents may only be given in writing, by the Under-Secretary-General for Peacekeeping Operations.

10. For the purposes of this article, documents are understood to include communications, notes and records in written form, including records of meetings and transcripts of audio or video-taped conversations, facsimile transmissions, electronic mail, computer files and maps, whether generated by members of UNOCI or received by UNOCI from third parties.

11. References in this article to documents are to be understood to include other recorded forms of information, which may be in the form, *inter alia*, of audiotapes, including audiotapes of radio intercepts, video recordings, including video recordings of crime scenes and of statements by victims and potential witnesses, and photographs.

12. Without prejudice to article 4 of this MOU, it is understood that costs that are reimbursable by the Court in connection with assistance provided pursuant to this article shall include, *inter alia*:

- (a) the costs of copying documents provided to the Prosecutor;
- (b) the costs of transmitting those copies to the Prosecutor;
- (c) costs incurred in, or necessarily incidental to, making available and transmitting to the Prosecutor original versions of documents pursuant to paragraph 9 of this article.

13. References in paragraphs 4, 5 and 9 of this article to the Under-Secretary-General for Peacekeeping Operations are to be understood to include the Assistant Secretary-General for Peacekeeping Operations.

14. References in this article to the Prosecutor are to be understood to include the Deputy Prosecutor and the Heads of Divisions.

#### *Article 10. Interview of members of UNOCI*

1. The United Nations undertakes to cooperate with the Prosecutor by taking such steps as are within its powers and capabilities to make available for interview by the Prosecutor members of UNOCI whom there is good reason to believe may have information that is likely to be of assistance to the Prosecutor in the conduct of his or her investigations and that cannot reasonably be obtained by other means or from some other source. It is understood that, in the case of interviews conducted on the territory of Côte d'Ivoire, UNOCI will only so cooperate with the prior written consent of the Government.

2. Requests by the Prosecutor to interview members of UNOCI shall be communicated in writing to the Under-Secretary-General for Peacekeeping Operations and simultaneously copied to the Legal Counsel of the United Nations and to the Special Representative of the Secretary-General for Côte d'Ivoire.

3. Such requests shall identify the member of UNOCI whom the Prosecutor wishes to interview, identify with a reasonable degree of specificity the category or categories of information that the Prosecutor believes that the member of UNOCI concerned might be able to provide, explain succinctly how and why such information is relevant to the conduct of the Prosecutor's investigations and explain why that information cannot reasonably be obtained by other means or from some other source.

4. The Under-Secretary-General for Peacekeeping Operations shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

5. It is understood that police or military members of national contingents assigned to the police or military component of UNOCI remain subject to the police or military rules, regulations and discipline of the State contributing the contingent to which they belong. The Prosecutor accordingly understands that, once he or she has obtained the response of the Under-Secretary-General for Peacekeeping Operations to a request to interview a police or military member of a national contingent assigned to UNOCI's police or military component, he or she may need to approach the competent authorities of the State contributing the contingent to which that member of UNOCI belongs with a view to arranging for him or her to be interviewed.

6. Whenever so requested by the Under-Secretary-General for Peacekeeping Operations, the Prosecutor shall accept the presence of a representative of the United Nations at and during the interview of a member of UNOCI. The Under-Secretary-General for Peacekeeping Operations shall provide reasons in writing for any such request.

7. The Prosecutor shall, as soon as possible after the interview of a member of UNOCI, provide both the Under-Secretary-General for Peacekeeping Operations and the member of UNOCI concerned with a written transcript of the interview or the interview record.

8. It is understood that, unless otherwise expressly stated by the Under-Secretary-General for Peacekeeping Operations, members of UNOCI who may be interviewed by the Prosecutor are not at liberty to disclose to the Prosecutor information the disclosure of which would:

- (a) endanger the safety or security of any person;
- (b) prejudice the security or proper conduct of any operation or activity of the United Nations or of its specialised agencies or related organizations or of its implementing partners or executing agencies;
- (c) violate an obligation of confidentiality owed by the United Nations to a third party;
- (d) violate or interfere with the privacy of a third person;
- (e) undermine or compromise the free and independent decision-making processes of the United Nations;
- (f) endanger the security of any Member State of the United Nations.

9. In the event that a member of UNOCI who is interviewed by the Prosecutor discloses to the Prosecutor during the interview without specific authorization from the Under-Secretary-General for Peacekeeping Operations information of one or other of the

kinds specified in the preceding paragraph, the Prosecutor, at the request of and in consultation with the Under-Secretary-General for Peacekeeping Operations, shall take the necessary measures to ensure the confidentiality of that information, to restrict its availability within his or her Office on a strictly “need to know” basis and, as necessary, to request that necessary measures be taken by the Court to prevent its onward disclosure. In the event that the Prosecutor him/herself has reason to believe that the member of UNOCI concerned has disclosed such information during the interview, he or she shall immediately so notify the Under-Secretary-General for Peacekeeping Operations and, pending his or her response, shall take necessary measures to ensure the confidentiality of that information.

10. It is understood that members of UNOCI who may be interviewed by the Prosecutor are not at liberty to provide the Prosecutor with copies of any confidential documents of the United Nations that might be in their possession. It is further understood that, if the Prosecutor wishes to obtain copies of such documents, he or she should direct any request to that end to the Under-Secretary-General for Peacekeeping Operations in accordance with article 9, paragraph 2, of this MOU. At the same time, it is understood that, unless otherwise specified by the Under-Secretary-General for Peacekeeping Operations, members of UNOCI are at liberty to refer to such documents and, subject to paragraph 8 of this article, to disclose their contents in the course of their interview.

11. The provisions of this article shall also apply with respect to the interview by the Prosecutor of:

- (a) former members of UNOCI;
- (b) contractors engaged by the United Nations or by UNOCI to perform services or to supply equipment, provisions, supplies, materials or other goods in support of UNOCI’s activities (“contractors”);
- (c) employees of such contractors (“employees of contractors”).

12. The Court shall bear all costs incurred in connection with the interview of members of UNOCI.

13. The provisions of this article shall not apply to cases in which the Prosecutor wishes to interview a member of UNOCI who the Prosecutor has reason to believe may be criminally responsible for a crime within the jurisdiction of the Court.

14. References in paragraphs 4, 5, 6, 8 and 9 of this article to the Under-Secretary-General for Peacekeeping Operations are to be understood to include the Assistant Secretary-General for Peacekeeping Operations.

15. References in this article to the Prosecutor are to be understood to include the Deputy Prosecutor and the Heads of Divisions.

#### *Article 11. Testimony of members of UNOCI*

1. Requests by the Prosecutor for the testimony of officials of the United Nations assigned to serve with UNOCI are governed by article 16 of the Relationship Agreement. That article shall also apply *mutatis mutandis* with respect to requests by the Prosecutor for the testimony of other members of UNOCI, including United Nations Volunteers, military observers, military liaison officers, civilian police, experts performing missions for the United Nations and military members of national contingents assigned to serve with UNOCI’s military component.

2. Requests by the Prosecutor for the testimony of members of UNOCI shall be communicated in writing to the Legal Counsel of the United Nations and shall be simultaneously copied to the Under-Secretary-General for Peacekeeping Operations and to the Special Representative of the Secretary-General for Côte d'Ivoire. The Legal Counsel of the United Nations or the Assistant Secretary-General for Legal Affairs shall respond to the Prosecutor in writing as soon as possible and in any event within 30 (thirty) days of the receipt of the request.

3. Requests shall identify the member of UNOCI whom the Prosecutor wishes to testify, identify with a reasonable degree of specificity the matter or matters on which the Prosecutor wishes the member of UNOCI concerned to testify, explain succinctly how and why such testimony is relevant to the Prosecutor's case and explain why testimony on the matter or matters concerned cannot reasonably be obtained from some other source.

4. It is understood that only the Legal Counsel of the United Nations or the Assistant Secretary-General for Legal Affairs may, on behalf of the Secretary-General, can execute the waiver contemplated in article 16 of the Relationship Agreement in respect of a member of UNOCI. It is further understood that any such waiver must be executed in writing.

5. It is understood that police or military members of national contingents assigned to the police or military component of UNOCI remain subject to the police and military rules, regulations and discipline of the State contributing the contingent to which they belong. The Prosecutor accordingly understands that, once he or she has obtained the response of the Legal Counsel of the United Nations or of the Assistant Secretary-General for Legal Affairs to a request for the testimony of a police or military member of a national contingent assigned to UNOCI's police or military component, he or she may need to approach the competent authorities of the State contributing the contingent to which that member of UNOCI belongs with a view to arranging for his or her testimony.

6. The provisions of this article shall also apply with respect to the testimony of:

- (a) former members of UNOCI;
- (b) contractors;
- (c) employees of contractors.

7. The Court shall bear all costs incurred in connection with the testimony of members of UNOCI.

8. The provisions of this article shall not apply to cases in which the Court seeks to exercise its jurisdiction over a member of UNOCI who may be alleged to be criminally responsible for a crime within the jurisdiction of the Court.

9. References in this article to the Prosecutor are to be understood to include the Deputy Prosecutor and the Heads of Divisions.

#### *Article 12. Assistance in tracing witnesses*

1. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may assist the Prosecutor by taking such steps as may be within its powers and capabilities to identify, trace and locate witnesses or victims not members of UNOCI whom the Prosecutor wishes to contact in the course of his or her investigations and who there is good reason to believe may be present in UNOCI's areas of deployment.

UNOCI will consider such requests by the Prosecutor on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities and the risks to victims or witnesses that may arise from any attempt by UNOCI to identify, trace or locate them, as well as any attendant risks to their families, dependants or third parties.

2. The Prosecutor shall make requests for assistance under this article in writing. When making such requests, he or she shall provide UNOCI in writing with an evaluation of the risks of which he or she is aware that are likely to be attendant on any attempt to identify, trace or locate the victims or witnesses concerned. UNOCI shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within ten (10) working days of its receipt.

3. UNOCI shall not be responsible for the safety or security of any witnesses or victims whom it may endeavour to identify and locate pursuant to this article, nor shall it be responsible for the safety or security of their families or dependants or of any third parties.

*Article 13. Assistance in respect of interviews*

1. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may agree to allow the Prosecutor to conduct on UNOCI premises interviews of witnesses who are not members of UNOCI and who are voluntarily cooperating with the Prosecutor in the course of his or her investigations. UNOCI will consider such requests by the Prosecutor on a case-by-case basis, taking duly into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities and the availability of suitable alternative locations for the conduct of such interviews.

2. The Prosecutor shall make requests for assistance under this article in writing. When making such requests, he or she shall explain in writing why the use of UNOCI premises is being sought and shall provide UNOCI in writing with an evaluation of the risks attendant on the interview of the witness concerned of which he or she may be aware. UNOCI shall inform the Prosecutor in writing whether or not it accedes to a request as soon as possible and in any event within ten (10) working days of its receipt.

3. It shall be a condition to the interview of any witness on UNOCI premises pursuant to this article that a staff member/official of the Office of the Prosecutor accompanies the witness throughout the time that he or she is present on UNOCI premises.

4. Neither UNOCI nor the United Nations shall be responsible for the security or safety of any staff/officials of the Office of the Prosecutor or of any witnesses while they are on UNOCI premises for the purpose of the conduct of interviews pursuant to this article.

*Article 14. Assistance in the preservation of physical evidence*

1. At the request of the Prosecutor and with the prior written consent of the Government, UNOCI may assist the Prosecutor, by storing items of physical evidence for a limited period of time in secure rooms, closets or safes on UNOCI premises.

2. The Prosecutor shall make such requests in writing. In making such requests, the Prosecutor shall specify the items of physical evidence whose storage is sought, where their storage is sought and for how long. UNOCI shall inform the Prosecutor in writing

whether or not it accedes to a request as soon as possible and in any event within 10 (ten) working days of its receipt. In the event that it accedes to a request, UNOCI shall simultaneously inform the Prosecutor of the date on which storage can be provided, where and for how long.

3. Notwithstanding UNOCI's previous accession to a request to store a particular item of evidence, UNOCI may, at any time and upon giving reasonable notice in writing, require the Prosecutor to remove that item from its premises.

4. It is understood that the risk of damage to, or deterioration or loss of items of physical evidence during their storage by UNOCI shall lie with the Prosecutor. The Prosecutor hereby agrees to release the United Nations, including UNOCI and their officials, agents, servants and employees from any claim in respect of damage to, or deterioration or loss of, such items of physical evidence.

*Article 15. Arrests, searches and seizures and securing of crime scenes*

1. UNOCI confirms to the Prosecutor that it is prepared, in principle and consistently with its mandate, to give consideration, on a case-by-case basis, to requests from the Government to assist the Government in:

- (a) carrying out the arrest of persons whose arrest is sought by the Court;
- (b) securing the appearance of a person whose appearance is sought by the Court;
- (c) carrying out the search of premises and seizure of items whose search and seizure are sought by the Court;

it being understood that UNOCI, if and when it accedes to such requests to assist the Government, does not in any way take over responsibilities that lie with the Government.

2. UNOCI confirms to the Prosecutor that it is prepared, in principle, and consistently with its mandate, to secure the scenes of possible crimes within the jurisdiction of the Court (crime scenes) which it may encounter in the course of carrying out its mandate, pending arrival of the relevant authorities of Côte d'Ivoire. UNOCI shall notify the Prosecutor as soon as possible of the existence of any such crime scene. UNOCI further confirms to the Prosecutor that it is prepared, in principle where consistent with its existing authorities and responsibilities, to give consideration to requests for assistance whether from the Prosecutor or the Government to assist the Government in securing and preserving the integrity of such crime scenes, pending arrival of staff/officials of the Office of the Prosecutor, and thereafter, if requested by the Government or the Prosecutor.

CHAPTER IV. SECURITY

*Article 16. Security arrangements*

1. The provisions of this article are supplemental and additional to those of the MOU on Security Arrangements and shall be understood to be without prejudice to, and not to derogate in any manner from, its terms. The Special Representative of the Secretary-General for Côte d'Ivoire is the Designated Official for Côte d'Ivoire within the meaning of that expression as it appears in the Memorandum of Understanding.

2. At the request of the Prosecutor, UNOCI shall, upon presentation of a valid form of identification, issue to staff/officials of the Office of the Prosecutor, identity cards grant-

ing them access to UNOCI facilities as official visitors for the duration of their mission in Côte d'Ivoire. The Prosecutor shall make such requests in writing, at least five (5) working days in advance of the arrival of the staff/officials concerned in Côte d'Ivoire.

3. UNOCI shall permit staff/officials of the Office of the Prosecutor to attend security-related briefings provided by UNOCI, as and when deemed appropriate by the Special Representative of the Secretary-General for Côte d'Ivoire.

4. UNOCI shall, in case of emergency, provide temporary shelter within UNOCI premises to staff/officials of the Office of the Prosecutor who present themselves at such premises and request protection, pending their emergency evacuation or relocation to another country, if necessary.

5. UNOCI confirms to the Prosecutor that, subject to the security of its own members and assets, it is prepared to provide temporary shelter within UNOCI premises to witnesses who are not members of UNOCI and who are cooperating with the Prosecutor in the course of his or her investigations in the event that they come under imminent threat of physical violence and present themselves at such premises and request protection.

6. At the request of the Prosecutor, UNOCI may undertake operations of a limited character to extract witnesses who are not members of UNOCI and who are cooperating with the Prosecutor in the course of his or her investigations in the event that they come under imminent threat of physical violence. UNOCI will review such requests on a case-by-case basis, taking into consideration the security of its own members and assets, the performance of its other mandated tasks and operational priorities, the consistency of the proposed operation with its mandate and Rules of Engagement and the capacity of the Government to provide security for the witnesses concerned. UNOCI shall inform the Prosecutor as soon as possible whether or not it accedes to his or her request.

7. Without prejudice to article 4 of this MOU, it is understood that the costs that are reimbursable by the Court in connection with support provided pursuant to the preceding paragraph shall include, *inter alia*, the cost of fuel consumed by United Nations or contingent owned vehicle, vessels or aircraft and of any helicopter or aircraft flying hours.

## CHAPTER V. IMPLEMENTATION

### *Article 17. Payments*

1. UNOCI shall submit invoices to the Prosecutor for the provision of services, facilities, cooperation, assistance and support under this MOU. It shall do so promptly and, in any event, within 60 (sixty) days of the date on which the services, facilities, cooperation, assistance or support concerned was provided.

2. The Prosecutor 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, by means of bank transfer made payable to the United Nations bank account specified on the invoice concerned.

### *Article 18. Communications*

1. UNOCI and the Prosecutor shall each designate official contact persons responsible:



(a) for making, receiving and responding to requests under articles 5, 7, 8, 12, 13, 14 and 16 of this MOU for administrative and logistical services, transportation, military support, assistance in tracing witnesses, assistance in respect of interviews, assistance in the preservation of physical evidence, the issuance of identity cards and the extraction of witnesses;

(b) for transmitting and receiving medical release forms under article 6, paragraph 4, of this MOU;

(c) for submitting and receiving invoices and for making and receiving payments under article 17 of this MOU.

These designated official contact persons shall be the exclusive channels of communication on these matters between UNOCI and the Prosecutor.

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, UNOCI, and the Prosecutor 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, it being understood that the Prosecutor may nevertheless share such requests with the Chambers on an ex parte basis, should this become necessary. The Parties 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 19. Consent of the Government*

It shall be the responsibility of the Prosecutor to obtain the prior written consent of the Government, as provided for in article 5 paragraph 1 (b) and (e), article 7, paragraphs 4 and 6, article 8, paragraph 1, article 10, paragraph 1, article 12, paragraph 1, article 13, paragraph 1, and article 14.

#### *Article 20. Planning*

The Prosecutor shall regularly prepare and submit to UNOCI a rolling work plan for the three months ahead, indicating the nature and scope of the services, facilities, cooperation, assistance and support that it anticipates requesting from UNOCI pursuant to articles 5, 7, 8, 9, 11, 13, 14 and 15 of this MOU, as well as the size, timing, location and duration of each of the missions that it anticipates sending to Côte d’Ivoire during that time.

#### *Article 21. 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 or in connection with the implementation of this MOU shall be settled by consultations between the Deputy Prosecutor and the Assistant-Secretary-General for Peacekeeping Operations. If such differences are not settled by such consultations, they shall be referred to the Prosecutor and to the Under-Secretary-General for Peacekeeping Operations for resolution.

*Article 22. 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 other 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 UNOCI, 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 Office of the Prosecutor, witnesses, victims, suspects and accused, convicted or sentenced persons or any other third parties, based on, arising 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 United Nations, including UNOCI, or their officials, agents, servants or employees.

CHAPTER VI. MISCELLANEOUS AND FINAL PROVISIONS

*Article 23. Assistance to UNOCI*

This MOU does not apply in respect of any activities that the Prosecutor might undertake, at the request of the Special Representative of the Secretary-General for Côte d'Ivoire, in order to assist UNOCI in conducting its own investigations into a particular matter or incident. The terms on which any such assistance is given shall be the subject of separate arrangements between the Prosecutor and UNOCI.

*Article 24. 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 indefinitely, notwithstanding the eventual termination of UNOCI's mandate.

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 duly authorized representatives of the Parties have affixed their signatures.

For and on behalf of the United Nations

[Signed] HERVÉ LADSOU  
Under-Secretary-General for Peace-keeping Operations

Date: 23 January 2012

[Signed] SUSANA MALCORRA  
Under-Secretary-General for Field Support

Date: 23 January 2012

For and on behalf of OTP

[Signed] LUIS MORENO-OCAMPO  
Prosecutor

Date: 20 January 2012

#### 4. United Nations Development Programme

##### (a) Agreement between the Republic of Nauru and the United Nations Development Programme. Suva, 3 February 2012\*\*

Whereas the General Assembly of the United Nations has established the United Nations Development Programme (hereinafter called “the UNDP”) 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; and

Whereas the Government of the Republic of Nauru (hereinafter called “the Government”) wishes to request assistance from the UNDP for the benefit of its people;

Now therefore the Government and the UNDP (hereinafter called “the Parties”) have entered into this Agreement in a spirit of friendly cooperation.

##### *Article I. Scope of this Agreement*

1. This Agreement embodies the basic conditions under which the UNDP and its Executing Agencies shall assist the Government in carrying out its development projects, and under which such UNDP-assisted projects shall be executed. It shall apply to all such UNDP assistance and to such project Documents or other instruments (hereinafter called “Project Documents”) as the Parties may conclude to define the particulars of such assistance and the respective responsibilities of the Parties and the Executing Agency hereunder in more detail in regard to such projects.

\* The annexes are not reproduced herein. For the text of the annexes, see United Nations, *Treaty Series*, No. II-1358.

\*\* Entered into force on 3 February 2012 by signature, in accordance with the provisions of article XIII.

2. Assistance shall be provided by the UNDP under this Agreement only in response to requests submitted by the Government and approved by the UNDP. Such assistance shall be made available to the Government, or to such entity as the Government may designate, and shall be furnished and received in accordance with the relevant and applicable resolutions and decisions of the competent UNDP organs, and subject to the availability of the necessary funds to the UNDP.

*Article II. Forms of assistance*

1. Assistance which may be made available by the UNDP to the Government under this Agreement may consist of:

(a) The services of advisory experts and consultants, including consultant firms or organizations, selected by and responsible to, the UNDP or the Executing Agency concerned;

(b) The services of operational experts selected by the Executing Agency, to perform functions of an operational, executive or administrative character as civil servants of the Government or as employees of such entities as the Government may designate under article I, paragraph 2, hereof;

(c) The services of members of the United Nations Volunteers (hereinafter called “volunteers”);

(d) Equipment and supplies not readily available in the country as agreed by the Government and listed in the project document concerned;

(e) Seminars, training programmes, demonstration projects, expert working groups and related activities;

(f) Scholarships and fellowships, or similar arrangements under which candidates nominated by the Government and approved by the Executing Agency concerned may study or receive training; and

(g) Any other form of assistance which may be agreed upon by the Government and the UNDP.

2. Requests for assistance shall be presented by the Government to the UNDP through the UNDP resident representative based in or for the Republic of Nauru (referred to in paragraph 4 (a) of this article), and in the form and in accordance with procedures established by the UNDP for such requests. The Government shall provide the UNDP with all appropriate facilities and relevant information to appraise the request, including an expression of its intent with respect to the follow-up of investment-oriented projects.

3. Assistance may be provided by the UNDP to the Government either directly, with such external assistance as it may deem appropriate, or through an Executing Agency, which shall have primary responsibility for carrying out UNDP assistance to the project and which shall have the status of an independent contractor for this purpose. Where assistance is provided by the UNDP directly to the Government, all references in this Agreement to an Executing Agency shall be construed to refer to the UNDP, unless clearly inappropriate from the context.

4. (a) The UNDP may maintain a permanent mission, headed by a resident representative, based in or for the Republic of Nauru to represent the UNDP therein and be the

principal channel of communication with the Government on all Programme matters. The resident representative shall have full responsibility and ultimate authority, on behalf of the UNDP Administrator, for the UNDP programme in all its aspects in the country, and shall be team leader in regard to such representatives of other United Nations organizations as may be posted in the country, taking into account their professional competence and their relations with appropriate organs of the Government. The resident representative shall maintain liaison on behalf of the Programme with the appropriate organs of the Government, including the Government's co-ordinating agency for external assistance, and shall inform the Government of the policies, criteria and procedures of the UNDP and other relevant programmes of the United Nations. The resident representative shall assist the Government, as may be required, in the preparation of UNDP country programme and project requests, as well as proposals for country programme or project changes, assure proper co-ordination of all assistance rendered by the UNDP through various Executing Agencies or its own consultants, assist the Government, as may be required, in coordinating UNDP activities with national, bilateral and multilateral programmes within the country, and carry out such other functions as may be entrusted to the resident representative by the Administrator or by an Executing Agency.

(b) The UNDP mission in the country shall have such other staff, as the UNDP may deem appropriate to its proper functioning. The UNDP shall notify the Government from time to time of the names of the members, and of the families of the members, of the mission and of changes in the status of such persons.

### *Article III. Execution of projects*

1. The Government shall remain responsible for its UNDP-assisted development projects and the realization of their objectives as described in the relevant Project Documents, and shall carry out such parts of such projects as may be stipulated in the provisions of this Agreement and such Project Documents. The UNDP undertakes to complement and supplement the Government's participation in such projects through assistance to the Government in pursuance of this Agreement and the Work Plan forming part of such Project Documents, and through assistance to the Government in fulfilling its intent with respect to investment follow-up. The Government shall inform UNDP of the Government Cooperating Agency directly responsible for the Government's participation in each UNDP-assisted project. Without prejudice to the Government's overall responsibility for its projects, the Parties may agree that an Executing Agency shall assume primary responsibility for execution of a project in consultation and Agreement with the Cooperating Agency, and any arrangements to this effect shall be stipulated in the project Work Plan forming part of the Project Document together with arrangements, if any, for transfer of such responsibility in the course of project execution to the Government or to an entity designated by the Government. Project Documents shall be formulated jointly and shall be executed by both parties.

2. Compliance by the Government with any prior obligations agreed to be necessary or appropriate for UNDP assistance to a particular project shall be a condition of performance by the UNDP and the Executing Agency of their responsibilities with respect to that project. Should provision of such assistance be commenced before such prior obligations

have been met, it may be terminated or suspended without notice and at the discretion of the UNDP.

3. Any Agreement between the Government and an Executing Agency concerning the execution of the UNDP-assisted project or between the Government and an operational expert shall be subject to the provisions of this Agreement.

4. As may be provided for in the project document, the Cooperating Agency shall as appropriate and in consultation with the UNDP and the Executing Agency assign a director for each project who shall perform such functions as are assigned to him by the Cooperating Agency. The Executing Agency shall as appropriate and in consultation with UNDP and the Government appoint a Project Coordinator responsible to the Executing Agency to oversee the Executing Agency's participation in the project at the project level. The Project Coordinator shall supervise and co-ordinate activities of experts and other Executing Agency personnel and be responsible for the on-the-job training of national Government counterparts. The Project Coordinator shall be responsible for the management and efficient utilization of all UNDP-financed inputs, including equipment provided to the project.

5. In the performance of their duties, advisory experts, consultants and volunteers shall act in close consultation with the Government and with persons or bodies designated by the Government, and shall comply with such instructions from the Government as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the UNDP and the Executing Agency concerned and the Government. Operational experts shall be solely responsible to, and be under the exclusive direction of, the Government or the entity to which they are assigned, but shall not be required to perform any functions incompatible with their international status or with the purposes of the UNDP or of the Executing Agency. The Government undertakes that the commencing date of each operational expert in its service shall coincide with the effective date of his contract with the Executing Agency concerned.

6. Recipients of fellowships shall be selected by the Executing Agency. Such fellowships shall be administered in accordance with the fellowship policies and practices of the Executing Agency.

7. Technical and other equipment, materials, supplies and other property financed or provided by the UNDP shall belong to the UNDP unless and until such time as ownership thereof is transferred, on terms and conditions mutually agreed upon between the Government and the UNDP, to the Government or to an entity nominated by it.

8. Patent rights, copyright rights, and other similar rights to any discoveries or work resulting from UNDP assistance under this Agreement shall belong to the UNDP. Unless otherwise agreed by the Parties in each case, however, the Government shall have the right to use any such discoveries or work within the country free of royalty or any charge of similar nature.

#### *Article IV. Information concerning projects*

1. The Government shall furnish the UNDP with such relevant reports, maps, accounts, records, statements, documents and other information as it may request concerning any UNDP-assisted project, its execution or its continued feasibility and sound-

ness, or concerning the compliance by the Government with its responsibilities under this Agreement or Project Documents.

2. The UNDP undertakes that the Government shall be kept currently informed of the progress of its assistance activities under this Agreement. Either party shall have the right, at any time, to observe the progress of operations on UNDP-assisted projects.

3. The Government shall, subsequent to the completion of a UNDP-assisted project, make available to the UNDP at its request information as to benefits derived from and activities undertaken to further the purposes of that project, including information necessary or appropriate to its evaluation or to evaluation of UNDP assistance, and shall consult with and permit observation by the UNDP for this purpose.

4. Any information or material which the Government is required to provide to the UNDP under this article shall be made available by the Government to an Executing Agency at the request of the Executing Agency concerned.

5. The Parties shall consult each other regarding the publication, as appropriate, of any information relating to any UNDP-assisted project or to benefits derived therefrom. However, any information relating to any investment-oriented project may be released by the UNDP to potential investors, unless and until the Government has requested the UNDP in writing to restrict the release of information relating to such project.

*Article V. Participation and contribution of Government in execution of project*

1. In fulfilment of the Government's responsibility to participate and cooperate in the execution of the projects assisted by the UNDP under this Agreement, it shall contribute the following in kind to the extent detailed in relevant Project Documents:

(a) Local counterpart professional and other services, including national counterparts to operational experts;

(b) Land, buildings, and training and other facilities available or produced within the country; and

(c) Equipment, materials and supplies available or produced within the country.

2. Whenever the provision of equipment forms part of UNDP assistance to the Government, the latter shall meet charges relating to customs clearance of such equipment, its transportation from the port of entry to the project site together with any incidental handling or storage and related expenses, and its installation and maintenance. The Government shall be responsible for any loss or damage after delivery to project site. UNDP shall have no responsibility therefor.

3. The Government shall also meet the salaries of Government trainees and Government recipients of fellowships during the period of their fellowships. Salaries of other trainees and recipients shall be met by UNDP out of the project budget.

4. If so provided in the Project Document, the Government shall pay, or arrange to have paid, to the UNDP or an Executing Agency the sums required, to the extent specified in the Project Budget of the Project Document, for the provision of any of the items enumerated in paragraph 1 of this article, whereupon the Executing Agency shall obtain the necessary items and account annually to the UNDP for any expenditures out of payments made under this provision.



5. Monies payable to the UNDP under the preceding paragraph shall be paid to an account designated for this purpose by the Secretary-General of the United Nations and shall be administered in accordance with the applicable financial regulations of the UNDP.

6. The cost of items constituting the Government's contribution to the project and any sums payable by the Government in pursuance of this article, as detailed in Project Budgets, shall be considered as estimates based on the best information available at the time of preparation of such Project Budgets. Such sums shall be subject to adjustment whenever necessary to reflect the actual cost of any such items purchased thereafter.

7. The Government shall as appropriate display suitable signs at each project identifying it as one assisted by the UNDP and the Executing Agency.

*Article VI. Assessed programme costs and other items payable in local currency*

1. In addition to the contribution referred to in article V above, the Government shall assist the UNDP in providing it with assistance by paying or arranging to pay for the following local costs or facilities, in such amounts as may be specified in the relevant Project Document or otherwise determined by the UNDP in pursuance of relevant decisions of its governing bodies, provided that due regard shall be paid to the Government's physical, human and financial resources:

- (a) The local living costs of advisory experts and consultants assigned to projects in the country;
- (b) Local administrative and clerical services, including necessary local secretarial help, interpreter-translators, and related assistance;
- (c) Transportation of personnel within the country; and
- (d) Postage and telecommunications for official purposes.

2. The Government shall also pay each operational expert, if any, directly the salary, allowances and other related emoluments which would be payable to one of its nationals if appointed to the post involved. It shall grant an operational expert the same annual and sick leave as the Executing Agency concerned grants its own officials, and shall make any arrangement necessary to permit him to take home leave to which he is entitled under the terms of his service with the Executing Agency concerned. Should his service with the Government be terminated by it under circumstances which give rise to an obligation on the part of an Executing Agency to pay him an indemnity under its contract with him, the Government shall contribute to the cost thereof the amount of separation indemnity which would be payable to a national civil servant or comparable employee of like rank whose service is terminated in the same circumstances.

3. The Government undertakes to furnish in kind the following local services and facilities:

- (a) The necessary office space and other premises;
- (b) Such medical facilities and services for international personnel as may be available to national civil servants;
- (c) Simple but adequately furnished accommodation to volunteers; and

(d) Assistance in finding suitable housing accommodation for international personnel, and the provision of such housing to operational experts under the same conditions as to national civil servants of comparable rank.

4. The Government shall also contribute towards the expenses of maintaining the UNDP mission in the Republic of Nauru by paying annually to the UNDP a lump sum mutually agreed between the Parties to cover the following expenditures:

(a) An appropriate office with equipment and supplies, adequate to serve as local headquarters for the UNDP in the country;

(b) Appropriate local secretarial and clerical help, interpreters, translators and related assistance;

(c) Transportation of the resident representative and his staff for official purposes within the country;

(d) Postage and telecommunications for official purposes; and

(e) Subsistence for the resident representative and his staff while in official travel status within the country.

5. The Government shall have the option of providing in kind the facilities referred to in paragraph 4, above, with the exception of items (b) and (e).

6. Monies payable under the provisions of this article, other than under paragraph 2, shall be paid by the Government and administered by the UNDP in accordance with article V, paragraph 5.

#### *Article VII. Relation to assistance from other sources*

In the event that assistance towards the execution of a project is obtained by either Party from other sources, the Parties shall consult each other and the Executing Agency with a view to effective co-ordination and utilization of assistance received by the Government from all sources. The obligations of the Government hereunder shall not be modified by any arrangements it may enter into with other entities cooperating with it in the execution of a project.

#### *Article VIII. Use of assistance*

The Government shall exert its best efforts to make the most effective use of the assistance provided by the UNDP and shall use such assistance for the purpose for which it is intended. Without restricting the generality of the foregoing, the Government shall take such steps to this end as are specified in the Project Document.

#### *Article IX. Privileges and immunities*

1. The Government shall apply to the United Nations and its organs, including the UNDP and United Nations subsidiary organs acting as UNDP Executing Agencies, their property, funds and assets, and to their officials, including the resident representative and other members of the UNDP mission in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations.

2. The Government shall apply to each specialized agency acting as an Executing Agency, its property, funds and assets, and to its officials, the provisions of the Conven-

tion on the Privileges and Immunities of the Specialized Agencies, including any annex to the Convention applicable to such specialized agency. In case the International Atomic Energy Agency (the IAEA) acts as an Executing Agency, the Government shall apply to its property, funds and assets, and to its officials and experts, the Agreement on the Privileges and Immunities of the IAEA.

3. Members of the UNDP mission in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise by the mission of its functions.

4. (a) Except as the Parties may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than Government nationals employed locally, performing services on behalf of the UNDP, a specialized agency or the IAEA who are not covered by paragraphs 1 and 2, above, the same privileges and immunities as officials of the United Nations, the specialized agency concerned or the IAEA under sections 18, 19 or 18 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the specialized agencies, or of the Agreement on the Privileges and Immunities of the IAEA.

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

- (1) All papers and documents relating to a project in the possession or under the control of the persons referred to in sub-paragraph 4(a), above, shall be deemed to be documents belonging to the United Nations, the specialized agency concerned, or the IAEA, as the case may be; and
- (2) Equipment, materials and supplies brought into or purchased or leased by those persons within the country for purposes of a project shall be deemed to be property of the United Nations, the specialized agency concerned, or the IAEA, as the case may be.

5. The expression "persons performing services" as used in articles IX, X and XIII of this Agreement includes 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. Nothing in this Agreement shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees in any other instrument.

#### *Article X. Facilities for execution of UNDP assistance*

1. The Government shall take any measures which may be necessary to exempt the UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNDP assistance. It shall, in particular, grant them the following rights and facilities:

(a) prompt clearance of experts and other persons performing services on behalf of the UNDP or an Executing Agency;

- (b) prompt issuance without cost of necessary visas, licenses or permits;
- (c) access to the site of work and all necessary rights of way;
- (d) free movement within or to or from the country, to the extent necessary for proper execution of UNDP assistance;
- (e) the most favourable legal rate of exchange;
- (f) any permits necessary for the importation of equipment, materials and supplies, and for their subsequent exportation;
- (g) any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of the UNDP, its Executing Agencies, or other persons performing services on their behalf, and for the subsequent exportation of such property; and
- (h) prompt release from customs of the items mentioned in sub-paragraphs (f) and (g), above.

2. Assistance under this Agreement being provided for the benefit of the Government and people of the Republic of Nauru, the Government shall, subject to the provisions of this paragraph, bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims which may be brought by third parties against the UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement, except where such claims or liabilities arise from gross negligence or wilful misconduct on the part of the UNDP, an Executing Agency, their officials or other persons performing services on their behalf.

#### *Article XI. Suspension of termination of assistance*

1. The UNDP, after consultation with the Government and the Executing Agency, may by written notice to the Government and to the Executing Agency concerned suspend its assistance to any project if in the judgement of the UNDP any circumstance arises which interferes with or threatens to interfere with the successful completion of the project or the accomplishment of its purposes. The UNDP may, in the same or a subsequent written notice, indicate the conditions under which it is prepared to resume its assistance to the project. Any such suspension shall continue until such time as such conditions are accepted by the Government and as the UNDP shall give written notice to the Government and the Executing Agency that it is prepared to resume its assistance.

2. If any situation referred to in paragraph 1 of this article shall continue for a period of fourteen days after notice thereof and of suspension shall have been given by the UNDP to the Government and the Executing Agency, then at any time thereafter during the continuance thereof, the UNDP may by written notice to the Government and the Executing Agency terminate its assistance to the project.

3. The provisions of this article shall be without prejudice to any other rights or remedies the UNDP or the Government may have in the circumstances, whether under general principles of law or otherwise.

*Article XII. Settlement of disputes*

1. Any disputes between the UNDP and the Government arising out of or relating to this Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed should appoint a third, 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. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

2. Any dispute between the Government and an operational expert arising out of or relating to the conditions of his service with the Government may be referred to the Executing Agency providing the operational expert by either the Government or the operational expert involved, and the Executing Agency concerned shall use its good offices to assist them in arriving at a settlement. If the dispute cannot be settled in accordance with the preceding sentence or by other agreed mode of settlement, the matter shall at the request of either Party be submitted to arbitration following the same provisions as are laid down in paragraph 1 of this article, except that the arbitrator not appointed by either Party or by the arbitrators of the Parties shall be appointed by the Secretary-General of the Permanent Court of Arbitration.

*Article XIII. General provisions*

1. This Agreement shall enter into force upon signature, and shall continue in force until terminated under paragraph 3, below. Upon the entry into force of this Agreement, it shall supersede existing Agreements concerning the provision of assistance to the Government out of UNDP resources and concerning the UNDP office in the country, and it shall apply as of entry into force to all assistance provided to the Government and to the UNDP office established in the country under the provisions of the Agreements now superseded.

2. 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.

3. This Agreement may be terminated by either Party by written notice to the other and shall terminate sixty days after receipt of such notice.

4. The obligations assumed by the Parties under articles IV (concerning project information) and VIII (concerning the use of assistance) hereof shall survive the expiration or termination of this Agreement. The obligations assumed by the Government under articles IX (concerning privileges and immunities), X (concerning facilities for project execution) and XII (concerning settlement of disputes) hereof shall survive the expiration or termination of this Agreement to the extent necessary to permit orderly withdrawal of

personnel, funds and property of the UNDP and of any Executing Agency, or of any persons performing services on their behalf under this Agreement.

In witness whereof the undersigned, duly appointed representatives of the United Nations Development Programme and of the Government, respectively, have on behalf of the Parties signed the present Agreement in the English language in two copies at Suva, Fiji this third day of February 2012.

For the United Nations Development  
Programme

[Signed] MR. KNUT OSTBY

UNDP Fiji Multi-Country Office for  
Federated States of Micronesia, Fiji,  
Kiribati, Marshall Islands, Nauru,  
Palau, Solomon Islands, Tonga,  
Tuvalu and Vanuatu  
UNDP Resident Representative

For the Government of the Republic  
of Nauru

[Signed] H.E. SPRENT DABWIDO

President of the Republic of Nauru

**(b) Agreement between the Republic of Singapore and the United Nations Development Programme concerning the establishment of the Global Centre for Public Service Excellence. New York, 25 September 2012\***

The Government of the Republic of Singapore (hereinafter referred to as the “Government”), as represented by the Ministry of Foreign Affairs, and the United Nations Development Programme (hereinafter referred to as “UNDP”), each hereinafter referred to as a “Party” and collectively as the “Parties”;

Desiring to establish favourable conditions for the establishment and operation of UNDP’s Global Centre for Public Service Excellence (hereinafter referred to as the “GCPSE” or “Office”) in the Republic of Singapore;

Wishing, in that connection, to affirm the legal status of the Office in the Republic of Singapore, as well as the undertakings of UNDP and the Government relating to the Office;

Now, therefore the Parties have entered into this Agreement in a spirit of friendly cooperation:

*Article I. Definitions*

For the purposes of this Agreement,

(a) “Host Country” means the Republic of Singapore;

(b) “Head of the Office” means the official who is the Head of the Office;

(c) “Officials of the Office” means all United Nations staff members, within the meaning of Article 97 of the Charter of the United Nations, whose employment and contractual relationship are defined by a letter of appointment subject to regulations prom-

\* Entered into force on 25 September 2012 by signature, in accordance with the provisions of article XXVI.

ulgated by the General Assembly pursuant to Article 101, paragraph 1, of the Charter assigned to service the Office, with the exception of those who are locally recruited and paid hourly rates, as provided for in United Nations General Assembly resolution 76(1) of 7 December 1946;

(d) “Service Contractors” means individuals hired by UNDP to provide secretarial, finance, IT, human resource and other administrative support services to the Office;

(e) “the General Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946, to which the Host Country is a Party;

(f) “Competent Authorities” means central, local and other authorities under the laws of the Host Country;

(g) “Premises of the Office” means a building or part of building occupied by the Office for the purposes of the Office, and includes any land, buildings or platforms that may from time to time be included, in accordance with this Agreement or supplementary agreements entered into with the Government. Any other premises 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 regarded as the Premises of the Office for the duration of such meetings, seminars, training courses, symposiums, workshops and similar activities organized by the Office;

(h) “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;

(i) “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.

### *Article II. Establishment of the Office*

The seat of the Office shall be established in the Host Country, with its primary functions being:

(a) A leading research hub, that draws upon the best quality material emanating from the various think-tanks, universities, and from on-going policy practice in the Host Country and other countries, supplementing UNDP’s existing knowledge and research capability; and

(b) A convening hub that maximizes the unique position of the Host Country to bring together and connect diverse experiences for promoting South-South collaboration, sharing, exchange and co-creation. UNDP’s global outreach and networks are expected to help the Office to become a global hub for all knowledge sharing and policy thinking on public service capacity for sustainable development.

### *Article III. Juridical personality*

1. The Office shall possess juridical personality in the Host Country. It shall have the capacity:



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

2. For the purposes of this Agreement, the Office shall be represented by the Head of the Office.

#### *Article IV. Purpose and scope of the Agreement*

1. This Agreement regulates the status of the Premises of the Office, officials of the Office, and Service Contractors in the Host Country.

2. This Agreement sets out the arrangements necessary for the effective discharge of the functions by the Office. It does not set out the relations and modalities of assistance rendered by UNDP to the Host Country as part of its mandate.

#### *Article V. Application of the General Convention*

The General Convention shall be applicable to the Office, Property of the Office, and to officials of the Office in the Host Country.

#### *Article VI. Inviolability of the Office*

1. (a) The Premises of the Office shall be inviolable.

(b) No officer or official of the Host Country or person exercising any public authority within the Host Country, shall enter the Premises of the Office to perform any duties therein except with the consent of, and under the conditions approved by the Head of the Office. In case of a fire or other emergency requiring prompt protection action, the consent of the Head of the Office to any necessary entry into the Premises of the Office 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, training courses, symposiums, workshops and other similar activities organized by the Office, the United Nations or principal and subsidiary organs as well as specialized agencies of the United Nations.

(d) The Premises of the Office shall not be used or be permitted to be used as a refuge for avoiding arrest or in any manner incompatible with the functions of the Office, as set forth in article II, as well as the purpose and scope of this Agreement as set forth in article IV.

2. 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 VII. Security and protection*

The Competent Authorities shall have the responsibility to provide appropriate security and protection of the Premises of the Office and Officials of the Office within the said premises that is equal and the same as that customarily afforded to international organizations in Singapore. Such security and protection includes alerting the Office where

there is a security threat on its premises and, where appropriate, enhancing patrols in the vicinity.

*Article VIII. Public services*

1. The Competent Authorities shall facilitate, upon request of the Head of the Office and under terms and conditions not less favourable than those accorded by the Government to any accredited foreign mission, access to the public services needed by the Office such as, but not limited to, utility, power and communications services.

2. In cases where public services referred to in paragraph 1 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 accredited foreign missions.

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

4. The provisions of this article shall not prevent the reasonable application of fire protection or sanitary regulations of the Host Country.

*Article IX. Communications facilities*

1. 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.

2. 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.

3. 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.

*Article X. Property of the Office*

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

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

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

(a) may hold and use funds, currency or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency;

(b) shall be free to transfer its funds or currency from the Host Country to another country or within the Host Country, to the United Nations or any other agency;

(c) may purchase, in exchange for any convertible currency, the national currency of the Host Country in such amounts as it may require for meeting its expenditures in the Host Country, at the official exchange rate no less favourable than that accorded to other international organizations or diplomatic missions in the Host Country.

*Article XI. Exemption from taxes, duties, import or export restrictions*

1. The Office and Property of the Office shall enjoy:

(a) Exemption from all direct taxes. For avoidance of doubt, direct taxation shall include property tax in relation to the Premises of the Office;

(b) Exemption from:

(i) Goods and services tax ("GST") on all imports (except vehicles) for the official use of the Office;

(ii) Stamp duty in relation to the Premises of the Office.

(c) Exemption from customs and excise duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Office for its official use. It is understood, however, that articles imported under such exemption will not be sold in the Host Country except under conditions agreed with the Government.

(d) Exemption from customs and excise duties and prohibitions and restrictions on imports and exports in respect of its publications.

2. Following the quarterly submission of claims for reimbursement of GST in respect of the local consumption of goods and services for the official use of the Office and Government tax on utility bills and telephone charges incurred by the Office, the Government shall promptly remit or return to UNDP the amount of tax.

*Article XII. Representatives of Members and participants in the United Nations meetings*

1. Representatives of Members of the United Nations and principal and subsidiary organs as well as specialized agencies 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 General Convention.

2. The Government, in accordance with relevant United Nations principles and practices and the present Agreement, shall respect the freedom of expression of the persons described in paragraph 1 of this article, where such expression is made in their capacity as participants during the activities described in paragraph 1.

*Article XIII. Officials of the Office*

1. Officials of the Office shall enjoy the following privileges, immunities and facilities in the Host Country:

(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 in force after termination of employment with the United Nations;

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

(c) Exemption from national service obligations in the Host Country;

(d) Exemption, for themselves and for their spouses and dependent members of their families, from immigration restrictions or alien registration procedures, and from visa application fees. Where required, all visa applications shall be processed by the Government without delay provided that the relevant documents are in order. For subsequent entries into the Host Country, officials of the Office, their spouses and dependent members shall not be required to obtain entry visas;

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

(f) 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;

(g) The same protection and repatriation facilities with respect to themselves, their spouses, and dependent members of their families as are accorded in time of international crisis to diplomatic envoys;

(h) Officials of the Office shall be exempted from import duties and GST for personal effects (i.e., furniture and household effects, but not extending to tobacco, liquor and vehicles) for the first six months after they take up their post in the Host Country. No new item imported into the Host Country by an official of the Office shall be disposed of by sale in the Host Country less than 12 months after the date of purchase, except with the prior written consent of the Government;

(i) Officials of the Office who are at Grade D1 and above and who are not citizens or permanent residents of the Host Country shall, in addition to the exemption stated in sub-paragraph (h) above, be exempted from customs and excise duty, certificates of entitlement, road tax, additional registration fees and GST in respect of a vehicle intended for personal use, provided that each concerned Official of the Office may avail himself of the exemption provided for in this sub-paragraph in respect of one vehicle in every four (4) year period;

(j) Officials of the Office shall be entitled, on the termination of their functions in the Host Country, to export their furniture and household effects, including motor vehicles, without duties and taxes.

2. For the purpose of this article, a 'spouse' is defined as one from a mixed-gender marriage. Children of the 'officials of the Office' who are above the age of 21 years or who are married shall not enjoy the privileges and facilities provided in this article.

3. In accordance with the provisions of section 17 of the General Convention, the Competent Authorities shall be periodically informed of the names of the officials of the Office.

#### *Article XIV. Head of the Office*

Without prejudice to the provisions of the above article, the Head of the Office shall enjoy during his or her residence in the Host Country, the privileges, immunities and facilities granted to heads of accredited foreign missions to the Host Country.

#### *Article XV. Service Contractors*

1. The Host Country will consider, where appropriate, according to specific individuals falling within the definition of Service Contractors immunity from legal process in respect of words spoken or written and acts done by them when exercising their functions in accordance with their contract with UNDP.

2. For the purpose of enabling the Host Country to assess whether such immunity may be accorded, the Head of the Office shall submit a list of persons engaged by the Office as Service Contractors. The Head of Office shall also provide, in writing, reasons why the immunity is necessary, and the duration of immunity requested for the individual Service Contractors.

3. Notwithstanding paragraph 1 of this article, Service Contractors who are citizens or permanent residents of the Host Country shall not enjoy any immunity whatsoever.

#### *Article XVI. Waiver of immunity*

1. Privileges and immunities referred to in articles XIII through XV above are granted in the interest 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 the relevant individual in any case where, in his/her opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

2. The UNDP shall cooperate at all times with the appropriate authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned above.

#### *Article XVII. Entry into, exit from, movement and sojourn within the Host Country*

1. 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, where required, have their visa applications processed by the Government without delay provided that the relevant documents are in order.

2. In the case of officials of the Office and their spouses and dependent members of their families, visa application fees, where applicable, shall be waived by the Government. In all other cases, the waiver of visa application fees may be granted at the discretion of the Government, provided that a request for waiver, which contains reasons in support of such waiver, is submitted to the Government prior to the entry into the Host Country of the person(s) concerned.

*Article XVIII. United Nations laissez-passer, certificates and visas*

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

2. In accordance with the provisions of section 26 of the General Convention, the Competent Authorities shall recognize and accept the United Nations certificate issued to experts and other persons travelling on the business of the United Nations.

3. Applications for visas, entry permits or licenses, where required, from holders of United Nations *laissez-passer*, when accompanied by a certificate or confirmation from the Office that they are travelling on the business of the United Nations, shall be dealt with as promptly as possible.

4. Similar facilities to those specified in paragraph 3 above, shall be accorded to experts on mission 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*

1. At the request of the Head of the Office, the Government shall issue identification cards to the officials of the Office certifying their status under this Agreement.

2. Upon the demand of an authorized official of the Competent Authorities, persons referred to in paragraph 1 above shall be required to present, but not to surrender, their identification cards.

*Article XX. Flags, emblems and markings*

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

*Article XXI. Social security*

1. The United Nations Joint Pension Fund shall enjoy legal capacity in the Host Country and shall enjoy the same exemptions, privileges and immunities as the United Nations itself. Benefits received from the Pension Fund shall be exempt from taxation.

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

3. The provisions of paragraph 1 above shall apply *mutatis mutandis* to the members of families forming part of the household of persons referred to in paragraph 1 above, unless they are employed or self-employed in the Host Country or receive social security benefits from the Host Country.

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

1. The Competent Authorities shall consider favourably applications, by spouses of officials of 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, to take employment in the Host Country in accordance with prevailing rules and regulations.

2. The Competent Authorities shall issue visas and residence permits and any other documents, where required, provided that the relevant documents are in order, to household employees of officials of the Office as speedily as possible.

*Article XXIII. Cooperation with the Competent Authorities*

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 respect the laws and regulations of the Host Country, and not to interfere in the internal affairs of the Host Country.

2. Without prejudice to the privileges and immunities referred to in this Agreement, the United Nations shall cooperate at all times with the Competent 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 XXIV. Supplemental agreements*

1. Arrangements of an administrative and financial nature concerning the Office may be made by supplemental Agreements, as appropriate.

2. The Parties may enter into any other supplemental Agreements as the Parties may deem appropriate.

*Article XXV. Settlement of disputes*

1. The United Nations shall make provisions for appropriate methods of settlement of:

(a) Disputes arising out of contracts and disputes of a private law character to which the Office is a party; and in consultation with the Government.

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

2. 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 arbitra-



tion, 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*

1. 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. In the event that either Party believes that the other Party has provided more favourable treatment to another similar entity than afforded to it in this Agreement, that Party may request that this Agreement be amended to incorporate comparable treatment and the other Party shall give full and sympathetic consideration to such proposal.

2. 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.

3. The obligations assumed by the Government shall survive the termination of this Agreement, to the extent necessary to permit orderly withdrawal of the Property of the Office and officials assigned to it by virtue of this Agreement.

4. This Agreement shall be subject to the signature of both Parties. It shall enter into force on the date of the last signature thereof.

In witness whereof, the undersigned, duly appointed representatives of the Parties, have signed the present Agreement at New York on this twenty-fifth day of September, 2012, in the English language, both equally authentic, in two originals.

For the Republic of Singapore

[Signed] K. SHANMUGAM

Minister for Foreign Affairs

For the United Nations Development  
Programme

[Signed] HELEN CLARK

Administrator

**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 2012, Angola, Honduras, Portugal and Switzerland acceded to the Convention and 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>
Angola	9 May 2012	ILO, FAO (second revised text of annex II), ICAO, UNESCO, IMF, IBRD, UPU, ITU, WMO, IMO (second revised text of annex XII), IFC, IDA, WIPO, IFAD, UNIDO, UNWTO
	26 July 2012	WHO
Honduras	16 August 2012	ILO, FAO (second revised text of annex II), ICAO, UNESCO, IMF, IBRD, WHO, UPU, ITU
Portugal	8 November 2012	ILO, FAO (second revised text of annex II), ICAO, UNESCO, IMF, IBRD, WHO (third revised text of annex VII), UPU, ITU, WMO, IMO (second revised text of annex XII), IFC, IDA, WIPO, IFAD, UNIDO, UNWTO
Switzerland	25 September 2012	ILO, FAO (second revised text of annex II), ICAO, UNESCO, IMF, IBRD, WHO (third revised text of annex VII), UPU, ITU, WMO, IMO (second revised text of annex XII), IFC, IDA, WIPO, IFAD, UNIDO, UNWTO

As at 31 December 2012, there were 122 States parties to the Convention.\*\*

\* 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>.

## 2. 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 [State] authorities shall be entitled to adopt appropriate measures to ensure the protection of the participants, particularly against fire and other risks, of the above-mentioned premises, facilities and furniture. The Government of [State] may also claim from UNESCO compensation for any damage to persons and property caused by the fault of staff members or agents of the Organization.

### **Agreement between the Government of the Federal Republic of Germany and the United Nations Educational, Scientific and Cultural Organization concerning the Fifth Session of the International Conference of Ministers and Senior Officials Responsible for Physical Education and Sport (MINEPS V). Paris, 10 August 2012\***

The Government of the Federal Republic of Germany and the United Nations Educational, Scientific and Cultural Organization,

having in mind the letter from Dr. Hans-Peter Friedrich, Federal Minister of the Interior, of 24 October 2011, in which the bid of the Government of the Federal Republic of Germany to host the fifth session of the International Conference of Ministers and Senior Officials Responsible for Physical Education and Sport (MINEPS V) was communicated to Ms Irina Bokova, Director-General of the United Nations Educational, Scientific and Cultural Organization (UNESCO),

having in mind that this bid was accepted by UNESCO in the letter from the Director-General of UNESCO of 30 March 2012 to Federal Minister Dr. Friedrich,

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\* Entered into force on 10 August 2012 by signature, in accordance with the provisions of article 8.

having in mind the fact that the Government of the Federal Republic of Germany and UNESCO have decided to hold the Conference in Berlin, the Federal Republic of Germany, from 28 to 30 May 2013,

have agreed as follows:

*Article 1. Date and venue of the meeting*

The Fifth Session of the International Conference of Ministers and Senior Officials Responsible for Physical Education and Sport (MINEPS V) shall take place at the Hotel Intercontinental in Berlin/Federal Republic of Germany from 28 to 30 May 2013.

*Article 2. Nature and scope of the meeting*

(1) MINEPS V shall be attended by around 500 participants representing governments, the United Nations system and other intergovernmental organizations, NGOs, sports organizations, the media and enterprises.

(2) The Ministers shall adopt a declaration on behalf of their governments on the following three themes which are to be discussed in three Commissions:

1. Access to sport as a fundamental right for all;
2. Promoting investment in sport and physical education programmes;
3. Preserving the integrity of sport.

(3) The declaration shall provide UNESCO Member States and stakeholders in physical education and sport in public administration and civil society at national and local level with key policy options on further developing physical education and sport while preserving its integrity and core values in the coming years.

(4) At the 14th session of its General Conference, UNESCO adopted the regulations for the general classification of the various categories of meetings convened by UNESCO, which were amended at the 18th, 25th and 33rd sessions. According to the said regulations, this session falls under “intergovernmental meetings other than international conferences of states” (category II).

*Article 3. Participants in the meeting*

(1) In accordance with decision 189EX/18 by the Executive Board of UNESCO, the following participants shall be invited to the meeting:

1. Chief participants:

The representatives of the member States and of the associate members of UNESCO.

2. Other participants and observers:

- a) the representatives of United Nations entities and United Nations specialized agencies with which UNESCO has not concluded mutual representation Agreements;
- b) the representatives of other intergovernmental organizations;
- c) the representatives of international non-governmental organizations which are official partners of UNESCO;
- d) the representatives of international non-governmental organizations which do not maintain official relations with UNESCO;

- e) the representatives of institutions and foundations;
  - f) the representatives of other intergovernmental organizations and non-governmental organizations which are engaged in this field.
- (2) The total number of participants, including the representatives, observers and members of the UNESCO Secretariat is expected to be approximately 500 persons.

*Article 4. Organization of the meeting*

- (1) Responsibility for the technical and material organization of the meeting shall be shared by the competent host authorities and UNESCO; the basis for this is the bid submitted by the Government of the Federal Republic of Germany (annex 1\*) and the enclosed Statement of Requirements (annex 2\*). Both annexes are integral parts of this Agreement.
- (2) All matters concerning the technical and material organization of the meeting shall be dealt with via the liaison officer appointed by the Government of the Federal Republic of Germany

*Article 5. Privileges and immunities*

- (1) The Government of the Federal Republic of Germany shall apply, in all matters relating to this meeting, the terms of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations, as well as annex IV thereto to which the Federal Republic of Germany has been a party since 10 October 1957. However, the representatives of the non-governmental organizations, which are not in relationship with the United Nations in accordance with Articles 57 and 63 of the United Nations Charter, shall not enjoy the privileges and immunities of the above-mentioned Convention.
- (2) All persons entitled to participate in the meeting shall have the right of entry into and exit from the Federal Republic of Germany according to national and EU regulations, and in line with the terms of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations.
- (3) Visas and entry permits, where required shall be granted as speedily as possible and free of charge.

*Article 6. Damage and accidents*

As long as the premises reserved for the meetings are at the disposal of UNESCO, the Government of the Federal Republic of Germany shall bear the risk of damage to the premises, facilities and furniture and shall assume and bear all responsibility and liability for accidents which may occur to persons present therein. The Government of the Federal Republic of Germany shall, however, not assume liability for damage caused by gross negligence or wilful misconduct on the part of the participants. The Government of the Federal Republic of Germany shall be entitled to take appropriate measures to ensure the protection of the above-mentioned premises, facilities and furniture as well as persons, particularly against fire and other risks. It 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.

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\* The annexes are not published herein.

*Article 7. Settlement of disputes*

Any dispute between the Government of the Federal Republic of Germany and UNESCO arising from the interpretation or application of this Agreement which is not settled by negotiation or another agreed settlement procedure, shall upon request by one of the Contracting Parties be referred to an arbitral tribunal for a final decision, comprising three arbitrators, of which one shall be appointed by the Government of the Federal Republic of Germany, one by the Director-General of UNESCO and the third, who shall be the chairman, shall be selected by the first two arbitrators; should one of the Contracting Parties fail to appoint its arbitrator within 60 days after the appointment by the other Contracting Party, or should these two arbitrators have failed to agree on a third arbitrator within 60 days of their appointment, the President of the International Court of Justice may upon request by one of the Contracting Parties make the necessary appointments. If such a dispute affects one of the matters regulated in the Convention on the Privileges and Immunities of the Specialized Agencies, however, it shall be handled in accordance with section 30 of the Convention.

*Article 8. Final provisions*

(1) This Agreement may be modified in writing by mutual agreement between the Government of the Federal Republic of Germany and UNESCO.

(2) This Agreement shall enter into force immediately after its signature by the Contracting Parties and shall remain in force for the duration of the Conference and as long as is necessary afterwards to settle all issues in connection with any of its provisions.

Done at Paris on 10 August 2012 in duplicate in the German and English languages, both texts being equally authentic.

For the Government of the Federal  
Republic of Germany  
[Signed]

For the United Nations Educational,  
Scientific and Cultural Organization  
[Signed]

### 3. International Fund for Agricultural Development

#### Agreement between the Government of the Lao People's Democratic Republic and the International Fund for Agricultural Development (IFAD) on the establishment of the IFAD's country office\*

The Government of the Lao People's Democratic Republic (hereinafter referred to as the Government) and the International Fund for Agricultural Development (hereinafter referred to as IFAD)

Whereas the IFAD, a specialised agency of the United Nations Organisation, wishes to establish a Country Office in the Lao People's Democratic Republic 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 Government of the Lao People's Democratic Republic agrees to permit the establishment of such an office.

Whereas the Government acceded on 9 August 1960 to the Convention on the Privileges and Immunities of the Specialised Agencies.

Whereas the Government ratified on 13 December 1978 the Agreement Establishing IFAD.

Have agreed as follows:

#### *Article I. Definitions*

For the purpose of this Agreement:

(a) "the Government" means the Government of the Lao People's Democratic Republic;

(b) "IFAD" means the International Fund for Agricultural Development;

(c) "Office" means the International Fund for Agricultural Development's Country Office located in the Lao People's Democratic Republic;

(d) "IFAD officials" means the Country Representative and all other officials including local staffs as specified by IFAD in accordance with article VI, section 18 of the Convention on the Privileges and Immunities of the Specialized Agencies, 1947;

(e) "Local staff" means Lao nationals who are working at IFAD Office.

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\* Concluded on 23 July 2012. In 2012, IFAD concluded five other textually similar agreements, namely the Agreement between the Government of the Republic of Burundi and the International Fund for Agricultural Development on the establishment of the IFAD's country office (concluded on 28 March 2012); Agreement between the Government of the Republic of Mali and the International Fund for Agricultural Development on the establishment of the IFAD's country office (concluded on 24 January 2012); Headquarters Agreement between the Federal Republic of Nigeria and the International Fund for Agricultural Development on the establishment of the IFAD's country office (concluded on 23 January 2012); Headquarters Agreement between the Republic of Peru and the International Fund for Agricultural Development on the establishment of the IFAD's country office (concluded on 16 January 2012); and Agreement between the Republic of Sierra Leone and the International Fund for Agricultural Development on the establishment of the IFAD's country office (concluded on 20 December 2012). These five agreements are not reproduced in this volume.



*Article II. Juridical personality of the Fund*

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

- (i) to contract;
- (ii) to acquire and dispose of movable and immovable property; and
- (iii) to be a party to judicial 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 Lao People's Democratic Republic.

5. The authorities, officials and agents of the Lao People's Democratic Republic 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 Lao People's Democratic Republic shall, to the extent possible, take all necessary measures to protect the Office against any intrusion or damage, to ensure that their tranquillity is not disturbed and to preserve their dignity.

7. The residences of IFAD's officials of the Lao People's Democratic Republic shall be entitled to the same inviolability and protection as the Office.

*Article IV. Public services*

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

2. In the case of interruption or threatened interruption of any such services, the competent authorities shall consider the Office's need for such services as important as that of any other international organisation 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 section 11 and 12 of the Convention on the Privileges and Immunities of the Specialised 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 Lao People's Democratic Republic, 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 Lao People's Democratic Republic except under conditions agreed with the Government;

(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 acquire currencies and funds, hold them, use them, and have accounts in the Lao People's Democratic Republic in Kip or any other currency and convert any currency held by it into any other currency.

2. The Office shall enjoy the same exchange facilities as other international organisations represented in the Lao People's Democratic Republic.

#### *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 Lao People's Democratic Republic, 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 Lao People's Democratic Republic, 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 Lao People's Democratic Republic 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.

#### *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 Specialised Agencies, IFAD's officials shall enjoy the following privileges and immunities in the Lao People's Democratic Republic:

- (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 emolument for IFAD Officials, except for local staffs both recruited locally and assigned to hourly rates;
- (c) exemption, together with their spouses and other dependents, for immigration restrictions and alien registration;
- (d) exemption, together with their spouses and 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 Lao People's Democratic Republic;

(f) every three (3) 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 and evacuation 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.

#### *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 Lao People's Democratic Republic.

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 Lao People's Democratic Republic. They also have the duty not to interfere in the internal affairs of the Lao People's Democratic Republic.

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 President of IFAD shall take all measures necessary to prevent any abuse of the privileges and immunities granted under this Agreement; to this end, the Fund 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 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 Lao People's Democratic Republic.

8. Should the Government find it necessary to apply paragraph 7 of this article, it shall enter into contract with the Country Representative as soon as circumstances permit with a view to determining with 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 Lao People's Democratic Republic.

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 fulfilment of such obligations.

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

1. This Agreement shall be interpreted in the lights 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 (6) 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 Lao People's Democratic Republic, 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 Lao People's Democratic Republic.

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 IFAD respectively have, on behalf of both parties, signed the present Agreement in English in two originals.

For the Government of the Lao People's  
Democratic Republic

[Signed] DR. THONGLOUN SISOULITH

Deputy Prime Minister,  
Minister of Foreign Affairs

Vientiane, 23 July 2012

For the International Fund for Agri-  
cultural Development

[Signed] KANAYO F. NWANZE

President of the International Fund  
for Agricultural Development

Rome, 23 July 2012

#### **4. United Nations Industrial Development Organization**

The United Nations Industrial Development Organization (UNIDO) concluded various agreements which came into force in 2012 that contained provisions relating to the legal status, privileges and immunities of UNIDO.

##### **(a) Memorandum of understanding between the United Nations Industrial Development Organization and Israel's Agency for International Development Cooperation, Ministry of Foreign Affairs (MASHAV), signed on 14 May 2012\***

###### *Article 7. Confidentiality, privileges and immunities*

1. Nothing in the Memorandum of understanding (MOU) shall be so construed as to require either party to furnish any material, data or information the furnishing of which could, in its judgment, require it to violate its policy regarding the confidentiality of such information.

2. Nothing in or relating to the MOU shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations Industrial Development Organization (UNIDO).

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\* Entered into force on 14 May 2012.

**(b) Implementation agreement between the United Nations Industrial Development Organization, the United Nations Environment Programme and the Ministry of Environment and Sustainable Development of Côte d'Ivoire regarding the implementation of a project in Côte d'Ivoire entitled "Reducing mercury risks from artisanal and small scale gold mining (ASGM) in Côte d'Ivoire", signed on 3, 19 and 26 October 2012\***

*Article 5. Status of personnel*

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

*Article 6. Dispute settlement*

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

**(c) Trust fund agreement between the United Nations Industrial Development Organization and the Innovation and Industrial Development Fund, Republic of Armenia regarding the implementation of a project in Armenia entitled "Establishment of a Centre for International Industrial Cooperation (CIIC) in Armenia", signed on 23 October and 5 November 2012\*\***

PROJECT DOCUMENT

I. LEGAL CONTEXT

The Government of the Republic of Armenia agrees to apply to the present project, *mutatis mutandis*, the provisions of the Standard Basic Assistance Agreement between the United Nations Development Programme and the Government, signed on 8 March 1995 and entered into force on 8 June 2000.\*\*\*

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\* Entered into force on 26 October 2012.

\*\* Entered into force on 5 November 2012.

\*\*\* United Nations, *Treaty Series*, vol. 1860, p. 183.



## 5. Organisation for the Prohibition of Chemical Weapons

### Agreement between the Organisation for the Prohibition of Chemical Weapons (OPCW) and the Czech Republic on the Privileges and Immunities of the OPCW\*

Whereas article VIII, paragraph 48, of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction provides that the OPCW shall enjoy on the territory and in any other place under the jurisdiction or control of a State Party such legal capacity and such privileges and immunities as are necessary for the exercise of its functions;

Whereas article VIII, paragraph 49, of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction provides that delegates of States Parties, together with their alternates and advisers, representatives appointed to the Executive Council together with their alternates and advisers, the Director-General and the staff of the Organisation shall enjoy such privileges and immunities as are necessary in the independent exercise of their functions in connection with the OPCW;

Whereas notwithstanding article VIII, paragraphs 48 and 49 of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction, the privileges and immunities enjoyed by the Director-General and the staff of the Technical Secretariat during the conduct of verification activities shall be those set forth in part II, section B, of the Verification Annex;

Whereas article VIII, paragraph 50, of the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on Their Destruction specifies that such legal capacity, privileges and immunities are to be defined in agreements between the Organisation and the States Parties,

Now, therefore, the Czech Republic and the Organisation for the Prohibition of Chemical Weapons have agreed as follows:

#### *Article 1. Definitions*

In this Agreement:

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

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\* Entered into force on 1 May 2012. In 2012, the OPCW concluded four textually similar agreements, namely the Agreement between the Organisation for the Prohibition of Chemical Weapons and the Republic of Albania on the privileges and immunities of the OPCW (entered into force on 16 April 2012); the Agreement between the Organisation for the Prohibition of Chemical Weapons and the Eastern Republic of Uruguay on the privileges and immunities of the OPCW (entered into force on 11 May 2012); the Agreement between the Organisation for the Prohibition of Chemical Weapons and the Republic of Estonia on the privileges and immunities of the OPCW (entered into force on 10 July 2012); and the Agreement between the Organisation for the Prohibition of Chemical Weapons and the Republic of Mauritius on the privileges and immunities of the OPCW (entered into force on 1 August 2012). These four agreements are not reproduced in this volume.

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

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

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

(e) “States Parties” means the States Parties to the Convention;

(f) “Representatives of States Parties” means the accredited heads of delegation of States Parties and/or to the Executive Council or the Delegates to other meetings of the OPCW;

(g) “Experts” means persons who, in their personal capacity, are performing missions authorised by the OPCW, are serving on its organs, or who are, in any way, at its request, consulting with the OPCW;

(h) “Meetings convened by the OPCW” means any meeting of any of the organs or subsidiary organs of the OPCW, or any international conferences or other gatherings convened by the OPCW;

(i) “Property” means all property, assets and funds belonging to the OPCW or held or administered by the OPCW, or any international conferences or other gatherings convened by the OPCW;

(j) “Archives of the OPCW” means all records, correspondence, documents, manuscripts, computer and media data, photographs, films, video and sound recordings belonging to or held by the OPCW or any official of the OPCW in an official function, and any other material which the Director-General and the Czech Republic may agree shall form part of the archives of the OPCW;

(k) “Premises of the OPCW” are the buildings or parts of buildings, and the land ancillary thereto if applicable, used for the purposes of the OPCW, including those referred to in part II, subparagraph 11(b), of the Verification Annex to the Convention.

## *Article 2. Juridical personality*

The OPCW shall possess juridical personality. It shall have the capacity:

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

## *Article 3. Privileges and immunities of the OPCW*

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

2. The premises of the OPCW shall be inviolable. The property of the OPCW, wherever located and by whomever held, shall be immune from search, requisition, confisca-

tion, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

3. The archives of the OPCW shall be inviolable, wherever located.

4. Without being restricted by financial controls, regulations or moratoria of any kind:

(a) the OPCW may hold funds, gold or currency of any kind and operate accounts in any currency;

(b) the OPCW may freely transfer its funds, securities, gold and currencies to or from the Czech Republic, to or from any other country, or within the Czech Republic, and may convert any currency held by it into any other currency.

5. The OPCW shall, in exercising its rights under paragraph 4 of this article, pay due regard to any representations made by the Government of the Czech Republic in so far as it is considered that effect can be given to such representations without detriment to the interests of the OPCW.

6. The OPCW and its property shall be:

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

(b) exempt from customs duties, import turnover taxes and prohibitions and restrictions on imports and exports in respects of articles imported or exported by the OPCW for its official use; it is understood, however, that articles imported under such exemption will not be sold in the Czech Republic, except in accordance with conditions agreed upon with the Czech Republic;

(c) exempt from duties, import turnover taxes and prohibitions and restrictions on imports and exports in respect of its publications.

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

*Article 4. Facilities and immunities in respect of communications and publications*

1. For its official communications the OPCW shall enjoy, in the territory of the Czech Republic and as far as may be compatible with any international conventions, regulations and arrangements to which the Czech Republic adheres, treatment not less favourable than that accorded by the Government of the Czech Republic to any other Government, including the latter's diplomatic mission, in the matter of priorities, rates and taxes for post and telecommunications, and press rates for information to the media.

2. No censorship shall be applied to the official correspondence and other official communications of the OPCW. The OPCW shall have the right to use codes and to dispatch and receive correspondence and other official communications by courier or in sealed bags, which shall have the same privileges and immunities as diplomatic couriers

and bags. Nothing in this paragraph shall be construed to preclude the adoption of appropriate security precautions to be determined by agreement between the Czech Republic and the OPCW.

3. The Czech Republic recognizes the right of the OPCW to publish and broadcast freely within the territory of the Czech Republic for purposes specified in the Convention.

4. All official communications directed to the OPCW and all outward official communications of the OPCW, by whatever means or whatever form transmitted, shall be inviolable. Such inviolability shall extend, without limitation by reason of this enumeration, to publications, still and moving pictures, videos, films, sound recordings and software.

#### *Article 5. Representatives of States Parties*

1. Representatives of States Parties, together with alternates, advisers, technical experts and secretaries of their delegations, at meetings convened by the OPCW, shall, without prejudice to any other privileges and immunities which they may enjoy, while exercising their functions and during their journeys to and from the place of the meeting, enjoy the following privileges and immunities:

- (a) immunity from personal arrest or detention;
- (b) immunity from legal process of any kind in respect of words spoken or written and all acts done by them, in their official capacity; such immunity shall continue to be accorded, notwithstanding that the persons concerned may no longer be engaged in the performance of such functions;
- (c) inviolability for all papers, documents and official material;
- (d) the right to use codes and to dispatch or receive papers, correspondence or official material by courier or in sealed bags;
- (e) exemption in respect of themselves and their spouses from immigration restrictions, alien registration or national service obligations while they are visiting or passing through the Czech Republic in the exercise of their functions;
- (f) the same facilities with respect to currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;
- (g) the same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

2. Where the incidence of any form of taxation depends upon residence, periods during which the persons designated in paragraph 1 of this article may be present in the territory of the Czech Republic for the discharge of their duties shall not be considered as periods of residence.

3. The privileges and immunities are accorded to the persons designated in paragraph 1 of this article in order to safeguard the independent exercise of their functions in connection with the OPCW and not for the personal benefit of the individuals themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the Czech Republic.

4. The provisions of paragraphs 1 and 2 of this article are not applicable in relation to a person who is a national of the Czech Republic.

*Article 6. Officials of the OPCW*

1. During the conduct of verification activities, the Director-General and the staff of the Technical Secretariat, including qualified experts during investigations of alleged use of chemical weapons referred to in part XI, paragraphs 7 and 8 of the Verification Annex to the Convention, enjoy, in accordance with article VIII, paragraph 51, of the Convention, the privileges and immunities set forth in part II, section B, of the Verification Annex to the Convention or, when transiting the territory of non-inspected States Parties, the privileges and immunities referred to in part II, paragraph 12, of the same Annex.

2. For other activities related to the object and purpose of the Convention, officials of the OPCW shall:

(a) be immune from, personal arrest or detention and from seizure of their personal baggage;

(b) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;

(c) enjoy inviolability for all papers, documents and official material, subject to the provisions of the Convention;

(d) enjoy exemption from taxation in respect of salaries and emoluments paid to them by the OPCW;

(e) be exempt, together with their spouses, from immigration restrictions and alien registration;

(f) be given, together with their spouses, the same repatriation facilities in time of international crises as officials of comparable rank of diplomatic missions;

(g) be accorded the same privileges in respect of exchange facilities as are accorded to members of comparable rank of diplomatic missions.

3. The officials of the OPCW shall be exempt from national service obligations, provided that, in relation to nationals of the Czech Republic, such exemption shall be confined to officials of the OPCW whose names have, by reason of their duties, been placed upon a list compiled by the Director-General of the OPCW and approved by the Czech Republic. Should other officials of the OPCW be called up for national service by the Czech Republic, the Czech Republic shall, at the request of the OPCW, grant such temporary deferments in the call-up of such officials as may be necessary to avoid interruption in the continuation of essential work.

4. In addition to the privileges and immunities specified in paragraphs 1, 2 and 3 of this article, the Director-General of the OPCW shall be accorded on behalf of himself and his spouse, the privileges and immunities, exemptions and facilities accorded to diplomatic agents on behalf of themselves and their spouses, in accordance with international law. The same privileges and immunities, exemptions and facilities shall also be accorded to a senior official of the OPCW acting on behalf of the Director-General during his absence from duty.

5. Privileges and immunities are granted to officials of the OPCW in the interests of the OPCW, and not for the personal benefit of the individual themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the Czech Republic. The OPCW shall have the right and the duty

to waive the immunity of any official of the OPCW in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the OPCW.

6. The OPCW shall cooperate at all times with the appropriate authorities of the Czech Republic to facilitate the proper administration of justice and secure the observance of local laws and regulations to prevent the occurrence of any abuse in connection with the privileges, immunities and facilities mentioned in this article.

7. In the event that the OPCW operates a system for the payment of pensions or annuities to former officials, the provision of paragraph 2, subparagraph (d) of this article shall not apply to such pensions or annuities.

#### *Article 7. Experts*

1. Experts shall be accorded the following privileges and immunities so far as is necessary for the effective exercise of their functions, including the time spent on journeys in connection with such functions.

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

(b) in respect of words spoken or written or acts done by them in the performance of their official functions, immunity from legal process of every kind, such immunity to continue notwithstanding that the persons concerned are no longer performing official functions of the OPCW;

(c) inviolability for all papers, documents and official material;

(d) for the purpose of their communications with the OPCW, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

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

(f) the same immunities and facilities in respect of their personal baggage as are accorded to members of comparable rank of diplomatic missions.

2. The privileges and immunities are accorded to experts in the interests of the OPCW and not for the personal benefit of the individuals themselves. It is the duty of all persons enjoying such privileges and immunities to observe in all other respects the laws and regulations of the Czech Republic. The OPCW shall have the right and the duty to waive the immunity of any expert in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the OPCW.

#### *Article 8. Abuse of privilege*

1. If the Czech Republic considers that there has been an abuse of a privilege or immunity conferred by this Agreement, consultations shall be held between the Czech Republic and the OPCW to determine whether any such abuse has occurred and, if so, to attempt to ensure that no repetition occurs. If such consultations fail to achieve a result satisfactory to the Czech Republic and the OPCW, the question whether an abuse of privilege or immunity has occurred, shall be settled by a procedure in accordance with article 10.

2. Persons included in one of the categories under articles 6 and 7 shall not be required by the territorial authorities to leave the territory of the Czech Republic on account of any activities by them in their official capacity. In the case, however, of abuse of privileges and immunities committed by any such person in activities outside official functions, the person may be required to leave by the Government of the Czech Republic, provided that the order to leave the country has been issued by the territorial authorities with the approval of the Foreign Minister of the Czech Republic. Such approval shall be given only after consultation with the Director-General of the OPCW. If expulsion proceedings are taken against the person, the Director-General of the OPCW shall have the right to appear in such proceedings on behalf of the person against whom they are instituted.

*Article 9. Travel documents and visas*

1. The Czech Republic shall recognise and accept as valid the United Nations *laissez-passer* issued to the officials of the OPCW, in accordance with special OPCW arrangements, for the purpose of carrying out their tasks related to the Convention. The Director-General shall notify the Czech Republic of the relevant OPCW arrangements.

2. The Czech Republic shall take all necessary measures to facilitate the entry into and sojourn in its territory and shall place no impediment in the way of the departure from its territory of the persons included in one of the categories under articles 5, 6 and 7 above, whatever their nationality, and shall ensure that no impediment is placed in the way of their transit to or from the place of their official duty or business and shall afford them any necessary protection in transit.

3. Applications for visas and transit visas, where required, from persons included in one of the categories under articles 5, 6 and 7, when accompanied by a certificate that they are travelling in their official capacity, shall be dealt with as speedily as possible to allow those persons to effectively discharge their functions. In addition, such persons shall be granted facilities for speedy travel.

4. The Director-General, the Deputy Director(s)-General and other officials of a rank not lower than head of division of the OPCW, travelling in their official capacity, shall be granted the same facilities for travel as accorded to members of comparable rank in diplomatic missions.

5. For the conduct of verification activities visas are issued in accordance with paragraph 10 of part II, section B, of the Verification Annex to the Convention.

*Article 10. Settlement of disputes*

1. The OPCW shall make provision for appropriate modes of settlement of:

(a) disputes arising out of contracts or other disputes of a private law character to which the OPCW is a party;

(b) disputes involving any official of the OPCW or expert who, by reason of his official position, enjoys immunity, if such immunity has not been waived in accordance with article 6, paragraph 5, or article 7, paragraph 2, of this Agreement.

2. Any dispute concerning the interpretation or application of this Agreement, which is not settled by mutual consultation, shall be referred for final decision to a tribunal of three arbitrators, at the request of either party to the dispute. Each party shall appoint



one arbitrator. The third, who shall be chairman of the tribunal, is to be chosen by the first two arbitrators.

3. If one of the parties fails to appoint an arbitrator and has not taken steps to do so within two months following a request from the other party to make such an appointment, the other party may request the President of the International Court of Justice to make such appointment.

4. Should the first two arbitrators fail to agree upon the third within two months following their appointment, either party may request the President of the International Court of Justice to make such appointment.

5. The tribunal shall conduct its proceedings in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States, as in force on the date of entry of this Agreement.

6. The tribunal shall reach its decision by a majority of votes. Such decision shall be final and binding on the parties to the dispute.

#### *Article 11. Interpretation*

1. The provisions of this Agreement shall be interpreted in the light of the functions which the Convention entrusts to the OPCW.

2. The provisions of this Agreement shall in no way limit or prejudice the privileges and immunities accorded to members of the inspection team in part II, section B, of the Verification Annex to the Convention or the privileges and immunities accorded to the Director-General and the staff of the Technical Secretariat of the OPCW in article VIII, paragraph 51, of the Convention. The provisions of this Agreement shall not themselves operate so as to abrogate, or derogate from, any provisions of the Convention or any rights or obligations which the OPCW may otherwise have, acquire or assume.

#### *Article 12. Final provisions*

1. This Agreement shall enter into force on the first day of the second month following the day on which the Czech Republic and the OPCW have notified each other in writing that their internal legal requirements for the entry of this Agreement into force have been complied with.

2. This Agreement shall continue to be in force for as long as the Czech Republic remains a State Party to the Convention.

3. The Czech Republic and the OPCW may enter into such supplementary agreements as may be necessary.

4. Consultations with respect to amendment of this Agreement shall be entered into at the request of the Czech Republic or the OPCW. Any such amendment shall be by mutual consent expressed in an agreement concluded by the Czech Republic and the OPCW.

Done in The Hague in duplicate on 15 June 2011, in the English Language.

For OPCW

[Signed] Ahmed Üzümcü

For the Czech Republic

[Signed]