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UNITED NATIONS JURIDICAL YEARBOOK

2014

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

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



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Chapter II

TREATIES CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERNMENTAL ORGANIZATIONS*

A. TREATIES CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS

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

In 2014, no States acceded to the Convention. As at 31 December 2014, there were 160 States parties to the Convention.***

2. Agreements relating to missions, offices and meetings

(a) Agreement between the Organisation for the Prohibition of Chemical Weapons (OPCW), the United Nations and the Government of the Syrian Arab Republic concerning the status of the Joint OPCW–United Nations Mission for the Elimination of Syrian Chemical Weapons. Damascus, 5 February 2014****

Without prejudice to the sovereignty of the Syrian Arab Republic;

Further to the proposals made by the Organisation for the Prohibition of Chemical Weapons (hereinafter “the OPCW”) and the United Nations in their letters of 16 October 2013, 13 November 2013, 10 January 2014 and 23 January 2014;

And in order to ensure the timely, safe and secure conduct of the mandate set out in decision EC-M-33/DEC.1 of the Executive Council of the OPCW, dated 27 September 2013, and United Nations Security Council resolution 2118 (2013), adopted on 27 September 2013, and any subsequent decision or resolution of the relevant organs of the OPCW or

* 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 States parties to the Convention, see *Multilateral Treaties Deposited with the Secretary-General*, available on the website <http://treaties.un.org>.

**** Entered into force provisionally on 5 February 2014 by signature and definitively on 7 April 2014, in accordance with the provisions of article 59.

the United Nations relevant to, and relating specifically to, the elimination of the Syrian chemical weapons programme;

Noting that the foregoing constitutes an integral part of this Agreement;

The OPCW, the United Nations and the Syrian Arab Republic (hereinafter “the Parties”) have agreed on the following:

I. DEFINITIONS AND COMPOSITION

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

(a) “Joint Mission” means the Joint OPCW–United Nations Mission established by the Director-General of the OPCW and the Secretary-General of the United Nations to implement OPCW Executive Council decision EC-M-33/DEC.1, dated 27 September 2013, and United Nations Security Council resolution 2118 (2013), adopted on 27 September 2013, and any subsequent decision or resolution of the relevant organs of the OPCW or the United Nations relevant to, and relating specifically to, the elimination of the Syrian chemical weapons programme. Subject to the normal liquidations period and subject to the completion of Syria’s obligations under the aforementioned decisions and resolutions within the first half of 2014, all Joint Mission personnel and assets should be out of the Syrian Arab Republic three months following completion of its mandate. All references to the “Joint Mission” shall be understood to include the following integral parts thereof.

- (i) The “Special Coordinator” appointed by the Secretary-General of the United Nations, in consultation with the Director-General of the OPCW. Any reference to the Special Coordinator in this Agreement shall, except in paragraph 26 below, include any member of the Joint Mission to whom he or she delegates a specified function or authority. It shall also include, including in paragraph 26 below, any member of the Joint Mission whom the Secretary-General of the United Nations may designate as acting Special Coordinator, successor or designated assign, in the event of the death, resignation or incapacity of the Special Coordinator.
- (ii) An “OPCW Component” consisting of the OPCW officials and of other persons assigned by the Director-General of the OPCW to carry out the activities under the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on their Destruction (hereinafter the “Chemical Weapons Convention”), and as provided in OPCW Executive Council Decision EC-M-33/DEC.1 and United Nations Security Council resolution 2118 (2013);
- (iii) A “UN Component” consisting of United Nations officials and of other persons assigned by the Secretary-General of the United Nations to serve with the Joint Mission or assist the Special Coordinator.

The Joint Mission may act through either: (i) the UN Component; (ii) the OPCW Component or (iii) jointly through the Special Coordinator and/or both Components and shall include personnel, services, equipment, provisions, supplies, materials or other goods, including spare parts and means of transport, including vehicles, aircraft and vessels provided by contributing States or organizations to the Joint Mission or for the Joint Mission;

(b) A “member of the Joint Mission” means the Special Coordinator and any member of the OPCW or UN Components of the Joint Mission;

(c) “The Government” means the Government of the Syrian Arab Republic;

(d) “The territory” means the territory of the Syrian Arab Republic;

(e) A “contributing State or organization” means a Member State of the United Nations which is a State Party to the Chemical Weapons Convention or an organization providing personnel, equipment, services, provisions, supplies, materials or other goods, including spare parts and means of transport, including vehicles, aircraft and vessels, to the Joint Mission or for the Joint Mission;

(f) “The Chemical Weapons Convention” means the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on their Destruction, adopted on 3 September 1992, to which the Syrian Arab Republic is a Party;

(g) “The UN 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 the Syrian Arab Republic is a Party;

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

(i) “Vehicles” means civilian and military vehicles in use by the United Nations or the OPCW and operated by members of the Joint Mission, contributing States or contractors in support of OPCW or United Nations activities;

(j) “Aircraft” means civilian and military aircraft in use by the United Nations or OPCW and operated by members of the Joint Mission, contributing States or contractors in support of Joint Mission activities;

(k) “Vessels” means civilian and military vessels in use by the United Nations or OPCW and operated by members of the Joint Mission, contributing States or contractors in support of Joint Mission 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, facility or concession granted to the Joint Mission or to any member thereof or to contractors thereunder shall apply in the Syrian Arab Republic only.

III. APPLICATION OF THE UN GENERAL CONVENTION

3. The Joint Mission, its property, funds and assets, and its members shall enjoy the privileges and immunities specified in the present Agreement, as well as those provided for in the UN General Convention without prejudice to any privileges and immunities that may be conferred to the OPCW Component under the Chemical Weapons Convention.

4. Article II of the UN General Convention shall apply to the Joint Mission and to the property, funds and assets of contributing States used in connection with the Joint Mission and its OPCW and UN Components.

IV. STATUS OF THE JOINT MISSION

5. The Joint Mission shall enjoy such status and such privileges and immunities as are necessary to ensure the independent exercise of its activities and the fulfilment of its purposes. The Joint Mission 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. The Joint Mission and its members shall respect all local laws and regulations. The Special Coordinator and the Heads of the OPCW and UN Components shall take all appropriate measures to ensure the observance of those obligations.

6. The Government undertakes to respect the exclusively international nature of the Joint Mission, including the OPCW and UN Components thereof.

Flags, markings and identification

7. The Government recognizes the right of the United Nations and the OPCW to display within the Syrian Arab Republic the United Nations and OPCW flags on the headquarters of the Joint Mission, its camps and its other premises and on vehicles, aircraft vessels and otherwise as decided by the Special Coordinator. Other flags or pennants may be displayed only in exceptional cases. In such cases, the Joint Mission shall give sympathetic consideration to observations or requests of the Government.

8. Vehicles, aircraft and vessels of the Joint Mission shall carry a distinctive United Nations and/or OPCW identification, which shall be notified to the Government.

Communications

9. In addition to the privileges and immunities enjoyed by the UN and the OPCW respectively under the UN General Convention and the Chemical Weapons Convention, the Joint Mission shall enjoy in the territory for its official communications treatment not less favourable than that accorded by the Government of the Syrian Arab Republic to any other government including its diplomatic mission in the matter of priorities, rates and taxes on its communications by mail, telephone, electronic mail, facsimile, radio, satellite or other means of communication and press rates for information to the media, including press and radio. No censorship shall be applied to the official correspondence and other official communications of the Joint Mission. All communications directed to the Joint Mission and all outward communications of the Joint Mission, by whatever means or whatever form transmitted, shall be unrestricted and inviolable. The Joint Mission shall have the right to use codes and to dispatch and receive its correspondence and other official communications by courier or in bags, in prior coordination with the Government, which shall have the same immunities and privileges as diplomatic couriers and bags.

10. Subject to the provisions of paragraph 9:

(a) The Joint Mission shall have the right to establish, install and operate United Nations radio stations under its exclusive control to disseminate information

relating to its mandate to, and promote understanding of its role among, the public in the Syrian Arab Republic. Programmes broadcast on such stations shall be under the exclusive editorial control of the Joint Mission and shall not be subject to any form of censorship. The Joint Mission shall make the broadcast signal of such stations available to the Syrian national broadcaster upon request to further dissemination through the Syrian national broadcasting system. Such United Nations radio stations shall be operated in accordance with the International Telecommunication Convention and Regulations. The frequencies on which such stations may operate shall be decided upon in prior coordination with the Government. If no decision has been reached five (5) working days after the matter has been raised by the Special Coordinator with the Government, the Government shall immediately allocate suitable frequencies for use by such stations. The Joint Mission shall be exempt from any taxes on and fees for the allocation of frequencies for use by such stations, as well as from any taxes on or fees for their use.

(b) The Joint Mission shall have the right to disseminate to the public in the Syrian Arab Republic and to the public abroad information relating to its mandate and its role through electronic media, including websites, social media, webcasts, data feeds and on-line and messaging services. The content of data disseminated through such media shall be under the exclusive editorial control of the Joint Mission and shall not be subject to any form of censorship. The Joint Mission shall be exempt from any prohibitions or restrictions regarding the production and dissemination of such data, including any requirement that permits be obtained or issued for such purposes.

(c) The Joint Mission shall have the right to disseminate to the public in the Syrian Arab Republic information relating to its mandate and its role through official printed documents and publications, which the OPCW or the United Nations may produce themselves or through private publishing companies in the Syrian Arab Republic. The content of such documents and publications shall be under the exclusive editorial control of the OPCW and/or the United Nations and shall not be subject to any form of censorship. The Joint Mission shall be exempt from any prohibitions or restrictions regarding the production or the publication or dissemination of such official documents and publications, including any requirement that permits be obtained or issued for such purposes. This exemption shall also apply to private publishing companies in the Syrian Arab Republic which the OPCW and/or the United Nations may use for the production, publication or dissemination of such materials or publications.

(d) The Joint Mission shall have the right to install and operate radio sending, receiving and repeater stations, as well as satellites systems, in order to connect appropriate points within the territory of the Syrian Arab Republic with each other and with OPCW and United Nations offices in other countries, and to exchange telephone, voice, facsimile and other electronic data with the OPCW and United Nations global telecommunication networks. 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 five (5) working days after the matter has been raised by the Special Coordinator with the Government, the Government shall immediately allocate suitable frequencies to the Joint Mission for this purpose. The Joint Mission shall be exempt from any taxes on, and fees for, the allocation of frequencies for this purpose, as well as from any and all taxes on, and from any and all fees for, their use.

(e) The Joint Mission shall enjoy, within the territory of the Syrian Arab Republic, 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 the Joint Mission or of the OPCW and United Nations respectively, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The sites on which sending, receiving and repeater stations may be erected (if not on the afore-mentioned premises) shall be decided upon in cooperation with the Government and shall be allocated expeditiously. The Government shall, within five (5) working days of being so requested by the Special Coordinator, allocate suitable frequencies for this purpose. The Joint Mission shall be exempt from any taxes on and fees for their use. Connections with the 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 shall be charged at the most favourable rate.

(f) The Joint Mission may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the Joint Mission. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of the Joint Mission, its Components or its members. In the event that postal arrangements applying to private mail of members of the Joint Mission are extended to transfers 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

11. The Joint Mission, 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 the Joint Mission, shall enjoy full and unrestricted freedom of movement without delay throughout the Syrian Arab Republic by the most direct route possible, without the need for travel permits or prior authorization or notification, except in the case of movements by air, which will be governed by paragraph 11(b) below.

(a) This freedom of movement shall, with respect to large movements of personnel, stores, vehicles, vessels or aircraft through airports or on railways or roads used for general traffic or navigable waterways within the Syrian Arab Republic, be coordinated with the Government to the extent possible.

(b) Not later than five (5) working days after this Agreement enters into force, the Government shall inform the Special Coordinator of the standing diplomatic clearance number for the aircraft of the Joint Mission, including aircraft of contractors used exclusively in the performance of services for the Joint Mission. When using its own aircraft, including aircraft of contractors used exclusively in the performance of services for the Joint Mission, the Joint Mission shall provide the Government with a flight plan prior to entering the airspace of the Syrian Arab Republic, in accordance with applicable international standards, and the Government shall ensure that the above-mentioned flight plan is approved not less than three (3) hours before the scheduled departure of the Joint Mission

from the last airfield prior to entering the airspace of the Syrian Arab Republic, unless the Joint Mission has given less than three (3) hours notice of its flight's departure.

12. The Government shall, where necessary, provide the Joint Mission 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 the Joint Mission's movements and ensuring the safety and security of its members and contractors.

13. The Joint Mission's vehicles, aircraft and vessels, including vehicles, aircraft and vessels of contractors used exclusively in the performance of services for the Joint Mission, shall not be subject to registration or licensing by the Government, it being understood that all vehicles, aircraft and vessels shall carry third party insurance. The Joint Mission shall provide the Government, from time to time, with updated lists of the Joint Mission's vehicles, aircraft and vessels. Upon request, the Government shall provide parking, servicing and fuel as required by the Joint Mission for its vehicles, aircraft and vessels, including vehicles, aircraft and vessels of contractors used exclusively in the performance of services for the Joint Mission. Without prejudice to paragraph 14 below, the Joint Mission shall bear the cost of such fuel and services, if any.

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

15. The Joint Mission shall enjoy such status and such privileges and immunities as necessary to ensure the independent exercise of its activities and the fulfilment of its purposes. As provided for in paragraph 4 of the present Agreement, the Joint Mission, its property, funds and assets, wherever located and by whomsoever held, and its members shall enjoy the privileges and immunities specified in the present Agreement, as well as those defined in the UN General Convention without prejudice to any privileges and immunities that may be conferred to the OPCW Component under the Chemical Weapons Convention. Its Contractors shall enjoy the facilities provided for in this Agreement. The Government recognizes in particular:

(a) The inviolability and immunity from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action, of the premises, property and assets of the Joint Mission, including, subject to the provisions of the Chemical Weapons Convention, the equipment and samples carried by the Joint Mission members and any information generated, received, stored or processed by the Joint Mission;

(b) The Joint Mission, including its Components may, free of any duty, taxes, fees and charges and free of other prohibitions and restrictions, transfer funds and currencies

to or from the Syrian Arab Republic, to or from any other State, or within the Syrian Arab Republic, and convert any currency held by it into any other currency;

(c) The right of the Joint Mission, as well as of its contractors, to import, by the most convenient and direct route by land, sea, air or waterway, 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 the Joint Mission. For this purpose, the Government agrees to expeditiously establish, at the request of the Joint Mission, temporary customs clearance facilities for the Joint Mission, and its contractors at locations in the Syrian Arab Republic convenient for the Joint Mission not previously designated as official ports and points of entry to the Syrian Arab Republic;

(d) The right of the Joint Mission as well as of its contractors, to clear ex customs and excise warehouse, free of duty, taxes and fees 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 the Joint Mission;

(e) The right of the Joint Mission, as well as of its contractors, to re-export or otherwise dispose of all items of 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 to the Syrian Arab Republic 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, mutually satisfactory procedures, including documentation, shall be agreed between the Joint Mission and the Government at the earliest possible date.

V. FACILITIES FOR THE JOINT MISSION AND ITS CONTRACTORS

Premises required for conducting the operational and administrative activities of the Joint Mission

16. The Government shall provide, without cost to the Joint Mission, in agreement with the Special Coordinator, the Head of the OPCW Component and/or the Head of the United Nations Component and for as long as may be required, such areas for headquarters, camps, working space, including equipment storage space, lodging, or other premises as may be necessary for the conduct of the operational and administrative activities of the Joint Mission, including the establishment of the necessary facilities for maintaining communications in accordance with paragraph 10 of the present Agreement and for target practice. Without prejudice to the fact that all such premises remain territory of the Syrian Arab Republic, they shall be inviolable and subject to the exclusive control and authority of the United Nations and the OPCW acting individually or through the Joint Mission. The Government shall guarantee unimpeded access to such premises.

17. The Government undertakes to assist the Joint Mission, in obtaining and by making available, where applicable, water, sewerage, electricity and other utilities free of charge, or, where this is not possible, at the most favourable rate, and free of duties, fees and taxes, including value-added tax. Where such utilities and facilities are not provided

free of charge, payment shall be made by the Joint Mission on terms to be agreed with the competent authority. The Joint Mission 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 within its powers, the same priority to the needs of the Joint Mission as to essential government services.

18. The Joint Mission, shall have the right, where necessary, to generate, within its premises, electricity for its use and to transmit and distribute such electricity. It shall also have the right, where necessary, to construct water wells and waste water treatment systems within its premises for its own use in coordination with the Government.

19. Any government official or any other person seeking entry to the Joint Mission premises shall seek and obtain the prior permission of the Special Coordinator or a member of the Joint Mission with delegated authority therefrom who alone may grant that permission. Entry into the Joint Mission premises shall be subject to the applicable security, safety and confidentiality rules and procedures of the Joint Mission.

Provisions, supplies and services, and sanitary arrangements

20. The Government shall grant promptly 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 the Joint Mission, including in respect of import by contractors, free of any prohibitions and restrictions and without the payment of monetary contributions or duties, fees 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 prohibitions and restrictions without the payment of monetary contributions, duties, fees, charges or taxes.

21. The Government shall assist the Joint Mission, to the extent 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 the Joint Mission or by contractors for the official and exclusive use of the Joint Mission, the Government shall make appropriate administrative arrangements for the remission of any excise, tax or monetary contribution payable as part of the price. The Government shall exempt the Joint Mission and contractors from general sales taxes in respect of all local purchases for official use. In making purchases on the local market, the Joint Mission shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy.

22. For the proper performance of the services provided by contractors, other than Syrian nationals resident in the Syrian Arab Republic, in support of the Joint Mission, the Government agrees to provide such contractors with facilities for their entry into and departure from the Syrian Arab Republic, without delay or hindrance, as well as for their repatriation in times of crisis. For this purpose, the Government shall promptly issue to contractors, free of charge and without any restrictions and within four (4) working days of application, all necessary visas, permits, registrations and licenses. Contractors, other than Syrian nationals resident in the Syrian Arab Republic, shall be accorded exemption from taxes and monetary contributions in the Syrian Arab Republic on services, equipment,

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

23. The Joint Mission and the Government shall cooperate with respect to the 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. In particular, the Government shall provide the Joint Mission with full information on the specific health and safety hazards prevailing in the territory and the likely risks associated with those hazards.

Recruitment of local personnel

24. The Joint Mission may recruit locally such personnel as it requires. Upon the request of the Special Coordinator, the Head of the OPCW Component and/or the Head of the UN Component, the Government undertakes to facilitate the recruitment of qualified local staff by the Joint Mission and to accelerate the process of such recruitment.

Currency

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

VI. STATUS OF THE MEMBERS OF THE JOINT MISSION

Privileges and immunities

26. The Special Coordinator, the Head of the OPCW Component and the Head of the UN Component and such high-ranking members of the Special Coordinator's staff as may be agreed upon with the Government shall have the status specified in Sections 19 and 27 of the UN General Convention, provided that the privileges and immunities referred to therein shall be those accorded to diplomatic envoys by international law, in addition to any privileges and immunities that the OPCW Component may otherwise enjoy pursuant to the Chemical Weapons Convention and any agreements concluded pursuant to paragraph 50 of article VIII of the Chemical Weapons Convention.

27. Officials of the United Nations assigned to the United Nations Component to serve with the Joint Mission shall remain officials of the United Nations entitled to the privileges and immunities of articles V and VII of the UN General Convention. In addition to their privileges and immunities under Part II of the Verification Annex of the Chemical Weapons Convention, the Officials assigned to the OPCW Component to serve with the Joint Mission, shall enjoy the privileges and immunities set out in Sections 18, 24 and 25 of the UN General Convention.

28. Without prejudice to the privileges and immunities that they may otherwise enjoy under Part II of the Verification Annex of the Chemical Weapons Convention, the experts of the OPCW assigned to the OPCW Component to serve with the Joint Mission, and other persons and experts, engaged by the Joint Mission, other than United Nations

officials, whose names are for that purpose notified to the Government by the Special Coordinator shall be considered as experts on mission within the meaning of article VI of the UN General Convention and shall enjoy the privileges, immunities, exemptions and facilities set out in that article and in article VII of the UN General Convention.

29. Locally recruited personnel of the Joint Mission shall enjoy the immunities 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 UN General Convention. It is understood that locally recruited personnel are only exempt from national service obligations for the period of their service with the Joint Mission and can, therefore, fulfil their national service obligations after they have completed their service with the Joint Mission.

30. Members of the Joint Mission shall be exempt from taxation in respect of salaries and emoluments paid to them by the OPCW or the United Nations or from a contributing State and any income received from outside the Syrian Arab Republic. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

31. Members of the Joint Mission shall have the right to import free of any customs duties or related charges their personal effects in connection with their arrival in the Syrian Arab Republic required by them by reason of their presence in the Syrian Arab Republic with the Joint Mission. Special facilities shall be granted by the Government for the speedy processing of entry and exit for the Syrian Arab Republic for all members of the Joint Mission upon prior written notification by, and in coordination with, the Special Coordinator, the Head of the United Nations Component or the OPCW Component, the United Nations Secretariat or the OPCW Technical Secretariat. On departure from the Syrian Arab Republic, members of the Joint Mission may take with them such funds that were received by them in pay and emoluments from the OPCW or the United Nations, any unspent funds that the members of the Mission have brought into the Syrian Arab Republic in connection with the conduct of activities for the Joint Mission, or any funds from a contributing State and are a reasonable residue thereof.

Entry and departure

32. The Special Coordinator and members of the Joint Mission shall, whenever so required, have the right to enter into and depart from the Syrian Arab Republic.

33. The Government undertakes to facilitate the entry into and departure from the Syrian Arab Republic, without delay or hindrance, of the Special Coordinator and members of the Joint Mission and shall be kept informed of such movement. For that purpose, the Special Coordinator and members of the Joint Mission shall be exempt from passport and visa regulations and immigration inspection and restrictions, as well as from payment of any fees or charges on entering into or departing from the Syrian Arab Republic.

34. For the purpose of such entry or departure, members of the Joint Mission shall only be required to have: (a) an individual or collective movement order issued by, or under the authority of, the Secretary-General of the United Nations, the Director-General of the OPCW, the Special Coordinator; and (b) a personal identity card issued in accordance with paragraph 35 of the present Agreement, except in the case of first entry, when the United Nations *laissez-passer*, national passport, or personal identity card issued by the OPCW or the United Nations shall be accepted in lieu of the said identity card.

Identification

35. The Special Coordinator shall issue to each member of the Joint Mission before or as soon as possible after such member's first entry into the Syrian Arab Republic, 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 34 of the present Agreement, that identity card shall be the only document required of a member of the Joint Mission for the purpose of identification.

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

Uniforms and arms

37. Military liaison officers of the Joint Mission may wear, while performing official duties, the national military 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 the Joint Mission may be authorized by the Special Coordinator at other times. Military liaison officers of the Joint Mission, as well as United Nations Security Officers and United Nations close protection officers designated by the Special Coordinator, 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. Apart from officers on close protection missions, Joint Mission officers who are authorized to carry weapons while on official duty must be in uniform at all times when armed, unless otherwise authorized by the Special Coordinator.

Permits and licenses

38. The Government agrees to accept as valid, without tax or fee, a permit or license issued by the Special Coordinator for the operation by any member of the Joint Mission, including locally recruited personnel, of any of the Joint Mission's vehicle and for the practice of any profession or occupation in connection with the functioning of the Joint Mission, 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 national license.

39. The Government agrees to accept as valid, and where necessary 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 the Joint Mission on the understanding that such licenses and certificates meet international standards and practices. 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.

40. Without prejudice to the provisions of paragraph 37 above, the Government further agrees to accept as valid, without tax or fee, permits or licenses issued by the Special Coordinator to the military liaison officers of the Joint Mission and the United Nations Security Officers and United Nations close protection officers designated by the Special

Coordinator in accordance with paragraph 37 above, and in prior coordination with the Government, for the carrying or use of firearms or ammunition in connection with the functioning of the Joint Mission.

Arrest and transfer of custody, and mutual assistance

41. The Special Coordinator shall take all appropriate measures to ensure respect for local laws and regulations and the maintenance of discipline and good order among members of the Joint Mission, including locally recruited personnel.

42. Subject to the provisions of paragraphs 26 and 28, officials of the Government may take into custody any member of the Joint Mission only when so requested by the Secretary-General of the United Nations or the Director-General of the OPCW, as communicated by the Special Coordinator.

43. When a person is arrested or taken into custody under paragraph 42, the Joint Mission 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 will be made available upon request to the arresting authority for further interrogation.

44. The Joint Mission 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, however, 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 paragraph 42.

Safety and security

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

(i) the Government shall ensure the safety, security and freedom of movement on the territory of the Syrian Arab Republic, of the Joint Mission, its members and associated personnel and their property and assets and take all appropriate measures to that end. It shall take all appropriate steps to protect members of the Joint Mission and its associated personnel and their equipment and premises from any attack or action that would prevent them from performing their duties in the implementation of OPCW Executive Council decision EC-M-33/DEC.1 and United Nations Security Council resolution 2118(2013) and any subsequent decision or resolution of the relevant organs of the OPCW or the United Nations relevant to, and relating specifically to, the elimination of the Syrian chemical weapons programme. This is without prejudice to the fact that all premises of the Joint Mission are inviolable and subject to the exclusive control and authority of the OPCW and the United Nations;

(ii) if members of the Joint Mission 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 the OPCW or the United Nations or to the Joint Mission or other appropriate authorities. Pending their release, such personnel shall be treated in accordance with universally recognized standards of human rights and, where relevant, the principles and spirit of the Geneva Conventions of 1949;

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

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

(iv) the Government shall establish its jurisdiction over the crimes set out in paragraph 45(iii) above:

- (a) when the crime was committed on the territory of the Syrian Arab Republic;
- (b) when the alleged offender is a national of the Syrian Arab Republic;
- (c) when the alleged offender, other than a member of the Joint Mission, is present in the territory of the Syrian Arab Republic, unless it has extradited such a person to the State on whose territory the crime was committed, or to the State of his or her nationality, or to the State of his or her habitual residence if he or she is a stateless person, or to the State of the nationality of the victim;

(v) the Government shall ensure the prosecution, without exception and without delay, of persons accused of acts described in paragraph 45(iii) above who are present in the territory of the Syrian Arab Republic (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 the Joint Mission 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.

46. Upon the request of the Special Coordinator, the Government shall provide such security, as necessary, to protect the Joint Mission, its members and associated personnel and their equipment during the exercise of their functions.

Jurisdiction

47. In addition to any privileges and immunities that they may otherwise enjoy, all members of the Joint Mission, including OPCW and United Nations experts and 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 the Joint Mission and after the expiration of the other provisions of the present Agreement. It is understood that such privileges and immunities are granted in the interests of the OPCW, the United Nations and their Joint Mission and not for the personal benefit of the individuals themselves. The Director-General of the OPCW and the Secretary-General of the United Nations shall have the right and the duty to waive the immunity of their respective personnel in any case where, in their respective opinion, the immunity would impede the course of justice and can be waived, in accordance with the Chemical Weapons Convention and the UN General Convention, without prejudice to the interests of the OPCW and the United Nations.

48. Should the Government consider that any member of the Joint Mission has committed a criminal offence, it shall promptly inform the Special Coordinator and present to him or her any evidence available to it. Subject to the provisions of paragraph 26, the Special Coordinator shall conduct any necessary supplementary inquiry, including any determination concerning immunities by the Secretary-General of the United Nations or the Director-General of the OPCW, 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 54 of the present Agreement. In the event that criminal proceedings are instituted in accordance with the present Agreement, the courts and authorities of the Syrian Arab Republic shall ensure that the member of the Joint Mission 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 (hereinafter “the Covenant”), to which Syria is a party, and that, in the event that he or she is convicted, the death penalty shall not be required or pronounced; the Syrian authorities further undertake that, where the death penalty may apply and in the event that such penalty is imposed, it will not be executed, but will be commuted to life imprisonment or any lesser appropriate sentence.

49. If any civil claim is lodged against a member of the Joint Mission before any court in the Syrian Arab Republic, the Special Coordinator shall be notified immediately and, subject to a determination by the Secretary-General of the United Nations or the Director-General of the OPCW, he or she shall certify to the court whether or not the proceeding is related to the official duties of such member.

(a) If the Special Coordinator certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 53 of the present Agreement shall apply.

(b) If the Special Coordinator certifies that the proceeding is not related to official duties, the proceeding may continue. In that event, the courts and authorities of the Syrian Arab Republic shall grant the member of the Joint Mission 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 Coordinator certifies that a member of the Joint Mission 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 incapacity, but for no more than ninety (90) days. Property of a member of the Joint Mission that is certified by the Special Coordinator 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 judgment, decision or order. The personal liberty of a member of the Joint Mission shall not be restricted in a civil proceeding, whether to enforce a judgment, decision or order, to compel an oath or for any other reason.

Deceased members

50. The Special Coordinator, the Director-General of the OPCW 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 property located within the Syrian Arab Republic, in accordance with relevant OPCW or United Nations procedures.

VII. LIMITATIONS ON LIABILITY

51. The Government shall be responsible for dealing with, and hold the OPCW and the United Nations harmless in respect of any claims, including third-party claims, relating to damages to the environment, and/or to public health caused by the destruction of the Syrian chemical weapons programme, and arising from the implementation of OPCW Executive Council decision EC-M-33/DEC.1 and United Nations Security Council resolution 2118(2013) and any subsequent decision or resolution of the relevant organs of the OPCW or the United Nations relevant to, and relating specifically to, the elimination of the Syrian chemical weapons programme.

52. The Government shall also be responsible for dealing with, and hold the OPCW and the United Nations harmless in respect of any other claims, including third party claims, arising from the implementation of OPCW Executive Council decision EC-M-33/DEC.1 and United Nations Security Council resolution 2118 (2013) and any subsequent decision or resolution of the relevant organs of the OPCW or the United Nations relevant to, and relating specifically to, the elimination of the Syrian chemical weapons programme, unless the relevant Organisation agrees that such claims arise from or are directly attributable to the gross negligence or wilful misconduct of that Organisation, its officials or experts on mission. In that event, third party claims for property loss or damage and for personal injury, illness or death arising from or directly attributed to the gross negligence or wilful misconduct of the OPCW or the United Nations, their respective officials or experts on mission, shall be settled through the procedures provided in paragraph 53 below, provided that the claim is submitted within six (6) months following the occurrence of the loss, damage or injury, within six (6) months from the time he or she had discovered the loss, damage or injury, but in any event not later than one year after the termination of the mandate of the Joint Mission. Upon determination of liability as provided in this Agreement, the OPCW or 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, which shall apply, *mutatis mutandis*, to the OPCW and its officials and experts on mission.

53. Subject to paragraph 52 above, any third party claim of a private law character, not resulting from the operational necessity of the Joint Mission, to which the Joint Mission

or any member thereof is a party and over which the courts of the Syrian Arab Republic do not have jurisdiction because of any provision of the present Agreement, shall be settled in accordance with the applicable procedures of the OPCW and the United Nations for the settlement of disputes.

VIII. SETTLEMENT OF DISPUTES

54. Subject to paragraphs 51 and 52 above, all other disputes between the Joint Mission and the Government arising out of the interpretation or application of the present Agreement will be amicably settled by negotiations between the United Nations, the OPCW and the Government. All disputes that are not settled by negotiation shall, unless otherwise agreed by the parties to this Agreement, be submitted to a tribunal of three arbitrators. The Director-General of the OPCW or the Secretary-General of the United Nations or both jointly, as the case may be, shall appoint one arbitrator and the Government shall appoint one arbitrator of the tribunal and the chairman shall be appointed by joint agreement by the Director-General or the Secretary-General and the Government. If no agreement is reached as to the chairman's appointment within thirty (30) days of the appointment of the first arbitrator of the tribunal, the President of the International Court of Justice may, at the request of either the Director-General, the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the tribunal shall be filled by the same method prescribed for the original appointment, and the 30-day period prescribed above shall start as soon as there is a vacancy for the chairmanship. The tribunal shall determine its own procedures, provided that any three members shall constitute a quorum for all purposes (except for a period of 30 days after the creating of a vacancy) and all decisions shall require the approval of any two members. The awards of the tribunal shall be final. The awards of the tribunal shall be notified to the parties and, if against a member of the Joint Mission, the Special Coordinator, the Director-General of the OPCW or the Secretary-General of the United Nations shall use his or her best endeavours to ensure compliance. The decisions of the tribunal shall be final and binding on the parties.

55. All differences between the United Nations and the Government arising out of the interpretation or application of the present arrangements concerning the UN General Convention shall be dealt with in accordance with the procedure set out in Section 30 of that Convention. All differences between the OPCW and the Government arising out of the interpretation or application of the present arrangements concerning the Chemical Weapons Convention shall be dealt with in accordance with the procedure set out in article XIV of that Convention.

IX. SUPPLEMENTARY ARRANGEMENTS

56. The Secretary-General of the United Nations, the Director-General of the OPCW and/or the Special Coordinator and the Government may conclude supplementary arrangements to the present Agreement, including on the provision of medical services and emergency medical evacuation services.

X. LIAISON

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

XI. MISCELLANEOUS PROVISIONS

58. Wherever the present Agreement refers to privileges, immunities and rights of the Joint Mission and to facilities that the Syrian Arab Republic undertakes to provide to the Joint Mission, the Government shall have the ultimate responsibility for the observance, implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities.

59. The present Agreement shall apply provisionally upon signature and enter into force on the date of receipt of the Government's written notification to the Director-General of the OPCW and the Secretary-General of the United Nations of the completion by the Syrian Arab Republic of its relevant internal procedures.

60. The present Agreement shall remain in force until the departure of the final element of the Joint Mission from the Syrian Arab Republic upon completion of the Joint Mission's mandate within the Syrian Arab Republic upon completion by the Syrian Arab Republic of its relevant internal procedures.

(a) The provisions of paragraphs 47, 50, 51, 52 and 53 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 paragraphs 54 have been settled.

61. Without prejudice to existing agreements regarding their legal status and operations in the Syrian Arab Republic, 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 Syrian Arab Republic and perform functions in relation to the Joint Mission.

62. Without prejudice to existing agreements regarding their legal status and operations in the Syrian Arab Republic, the provisions of the present Agreement may, as appropriate, be extended to 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 Syrian Arab Republic and perform functions in relation to the Joint Mission, provided that this is done with the written consent of the Special Coordinator, 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 OPCW and the United Nations, have, on behalf of the Parties, signed the present Agreement.

This Agreement shall be concluded in the English and Arabic languages which are equally authentic on the undersigned that, in the event of a difference in interpretation, the English text shall prevail.

Done at Damascus in three original copies in each of the English and Arabic languages, on 5 February 2014.

For the Organisation for
the Prohibition of Chemical
Weapons

[Signed] JULIAN TANGAERE
Head of OPCW Component
Deputy Head of Mission

For the United Nations

[Signed] ABDULLAH FADIL
Head of UN Component
Deputy Head of Mission

For the Government of the
Syrian Arab Republic

[Signed] BASHAR JAʿAFARI
Permanent Representative of
the Syrian Arab Republic to
the United Nations

(b) Supplementary Agreement to the Agreement between the United Nations and the United Republic of Tanzania Concerning the Headquarters of the International Residual Mechanism for Criminal Tribunals, for the Premises of the Mechanism. Dar es Salaam, 5 February 2014*

Whereas article 3 of the Statute of the International Residual Mechanism for Criminal Tribunals (hereinafter the “Mechanism”), attached as Annex 1 to Security Council resolution 1966 (2010) adopted on 22 December 2010, provides that the branch of the Mechanism for the International Criminal Tribunal for Rwanda (hereinafter the “ICTR”) shall have its seat in Arusha;

Whereas the Agreement between the United Nations and the United Republic of Tanzania concerning the Headquarters of the International Residual Mechanism for Criminal Tribunals (hereinafter the “Headquarters Agreement”) was signed in Dar es Salaam on 26 November 2013;

Whereas the Government of the United Republic of Tanzania (hereinafter the “Government”) offered to provide land in Arusha at no cost to the United Nations for the premises of the branch of the Mechanism for the ICTR;

Whereas the General Assembly of the United Nations, by resolution 67/244 B of 12 April 2013, has authorised the activities related to all phases of the construction of the premises of the Mechanism in Arusha;

Whereas, in connection with the Headquarters Agreement, the United Nations and the Government wish to provide for the terms and conditions for a grant of land in Arusha to the United Nations for the premises of the branch of the Mechanism for the ICTR;

Now therefore, the United Nations and the United Republic of Tanzania (hereinafter the “Parties”) agree as follows:

Article 1 Grant of Right of Occupancy in Respect of Land

1. The Government hereby agrees to grant to the United Nations and the United Nations accepts, free of any charges, taxes, levies or other imposts, a ninety-nine (99) year exclusive right of occupancy to the parcel of land, described and delineated in the map

* Entered into force on 5 February 2014 by signature, in accordance with the provisions of article 12.

attached as Annex I* to this Agreement, measuring approximately 6.549 Hectares (corresponding to approximately 16.17 acres) in Arusha in an area known as Lakilaki (hereinafter the "Land"), inclusive of the rights set forth in this Agreement including the right to construct and own buildings, structures and other improvements now or hereafter placed thereon (hereinafter the "Right of Occupancy").

2. The Land shall be used by the United Nations as the premises of the Mechanism including all ancillary facilities required, as determined by the United Nations, for the immediate and future requirements of the Mechanism and may be transferred, assigned or sublet by the United Nations, in whole or in part, to other United Nations or United Nations-related organs, programmes, funds, institutes, agencies, commissions, committees, tribunals, missions, departments, or offices.

3. The Government shall promptly issue a certificate of occupancy in respect of the Land, in the name of the United Nations, and shall convey evidence of such certification within thirty (30) days from the date of the entry into force of this Agreement, provided, however, that failure to do so shall have no effect on the rights of the United Nations to use the Land as set forth in this Agreement, including, but not limited to, in article 4. The certificate of occupancy shall be consistent with the terms of this Agreement, and shall not impose any additional obligations or requirements upon the United Nations.

4. In accordance with the Headquarters Agreement, all buildings and other structures and improvements on the Land shall be exempt from any and all charges, levies, taxes and other imposts.

Article 2 Warrant of Title and Intended Use

The Government hereby warrants and covenants as follows:

(a) That it is the absolute and exclusive owner of the Land and has the power to convey a full and effective Right of Occupancy in respect thereof as provided under this Agreement;

(b) That the Land is now and shall remain free of any and all claims, encumbrances, liens, rights or interests of third parties;

(c) That, to the Government's knowledge, the Land is suitable for its intended use by the United Nations;

(d) That, to the Government's knowledge, there are no known hazardous materials or environmental contaminants on, in or under the Land; and

(e) That the United Nations shall have no obligation to pay any compensation for third party claims, whether past, present or future, in respect of the Land and, should any such claim be brought against the United Nations, the Government shall indemnify and hold the United Nations harmless.

Article 3 Clearance of the Land and other obligations relating to the Land

1. The Government shall, within thirty (30) days from the date of the entry into force of this Agreement, relocate any and all persons or livestock occupying or using the Land and remove any and all buildings and other structures standing on it.

* The annex is not reproduced herein.

2. The Government shall provide suitable temporary access roads up to the boundary of the Land and provide temporary electrical and water supply to the main points of entry (hereinafter “MPOEs”) on the Land for use during the construction of the buildings and facilities no later than 1 September 2014.

3. The Government shall ensure the Land’s permanent connection to the national electricity grid and other utilities networks by constructing facilities such as mains, conduits and power lines to provide water, gas, electricity, telephone and internet service to the MPOEs on the Land for each service in accordance with the United Nations’ design and construction schedule and with sufficient time for testing and commissioning prior to expected occupancy.

4. The Government shall maintain, extend or modify permanent public roads so as to provide permanent and efficient public access to the boundary of the Land and as otherwise required for use of the Land for the purposes set forth herein no later than three (3) months after the completion of construction, as determined by the United Nations. The United Nations shall notify the Government in writing at least three months prior to the date on which the United Nations expects construction to be complete for the purpose of this provision.

5. With respect to the Government’s obligations in paragraphs 2, 3, and 4 of this article, the geographic placement for the roads and MPOEs for all utilities shall be determined in consultation with the United Nations and in accordance with the United Nations’ design.

6. All of the obligations under this article shall be at the Government’s own expense.

Article 4 Possession and rights accruing to the United Nations

1. Immediately upon the entry into force of this Agreement, the United Nations shall take possession of the Land. The United Nations shall have and enjoy full, quiet and undisturbed possession of the Land and the Improvements (as defined below) on it without diminution of title or possession.

2. The United Nations shall have the right to:

(a) Connect roads on the Land to adjacent public roads;

(b) Connect to public utilities and sewage systems;

(c) Construct and/or install all buildings, other structures and improvements (including to construct fences to enclose the Land or any part thereof) and all facilities as may be necessary for the purposes of the Mechanism or other United Nations or United Nations-related entities as determined by the United Nations and to install infrastructure, equipment, ancillary amenities and connections for utilities and sewage systems, and to make such alterations, additions or other improvements to the Land or as it deems necessary for its purposes (hereinafter, collectively, the “Improvements”); and

(d) Use for its purposes other than commercial exploitation air, water or other natural resources, excluding minerals, under, on, above or appurtenant to the Land.

3. The United Nations undertakes:

(a) To provide to the Government of Tanzania the information that would otherwise be required in the ordinary course in connection with design and construction of the Improvements, while not formally required to comply with the planning, building

and permitting requirements, including, but not limited to, limitations on buildable area, function, setbacks, zoning, plannable areas or size; and

(b) To comply with the substantive requirements of applicable building and fire safety laws, and the height restrictions necessary for the safe operation of aircraft as notified by the Government of Tanzania promptly following signature of this Agreement.

Article 5 Amenities

The Government shall ensure that the use made of the land and buildings in the vicinity of the Land shall not diminish the amenities of the Land or otherwise adversely affect its usefulness for the purposes for which it is used by the United Nations.

Article 6 Right to Dispose

Except as otherwise provided in this Agreement, the United Nations shall not in any manner dispose of all or any part of the Land or transfer title to any building or buildings and facilities constructed therein by the United Nations.

Article 7 Reversion and Compensation

1. Upon notice by the United Nations to the Government that the Land and Improvements have ceased to be used for the aforesaid purposes, the United Nations shall execute an appropriate conveyance in order for title to the use and occupation of the Land to revert to the Government, subject to payment by the Government of fair and reasonable compensation for Improvements on the Land owned by the United Nations based on the fair value of such Improvements, as determined by the Government and the United Nations. Any dispute concerning the amount of compensation payable hereunder to the United Nations shall be settled in accordance with article 44 of the Headquarters Agreement.

2. In the event that the Government fails promptly to compensate the United Nations as provided in paragraph 1, above, the United Nations may otherwise dispose for value of its Right of Occupancy hereby created, and, for that purpose, the United Nations may lawfully pass title to use and occupation of the Land and ownership of the Improvements to a purchaser, subject to the approval of the purchaser by the Government, which approval shall not unreasonably be withheld, and upon payment by the United Nations of fair and reasonable compensation to the Government for the remaining term of the Right of Occupancy of the Land in an unimproved state. Any dispute concerning the amount of compensation payable hereunder to the Government shall be settled in accordance with article 44 of the Headquarters Agreement.

Article 8 Facilities and Exemptions for the Design, Construction and Maintenance of Improvements

In relation to the design, construction or maintenance of Improvements, the Government shall ensure:

(a) That the United Nations or any agent thereof (which agency shall be evidenced by written documentation signed by a duly authorized representative of the United Nations) shall be permitted to import into Tanzania all materials, equipment, supplies and

other goods and services necessary for the purposes of or relating to the Land and/or the Improvements, and that such materials, equipment, supplies, goods and services shall be exempt from all taxes, duties, levies and other charges and imposts imposed by the Government, including but not limited to import duties;

(b) That the imported materials, equipment, supplies, goods and services shall be cleared expeditiously through customs;

(c) That all goods and services purchased by or provided to the United Nations or any of its contractors (including such contractor's sub-contractors) for the exclusive use of the United Nations shall be free from the imposition of value-added tax;

(d) That there will be no hindrances or encumbrances on the transportation of the imported or domestically-sourced materials, equipment, supplies, goods and services from the port of entry or point-of-sale to the Land in accordance with construction requirements as determined by the United Nations; and

(e) That all personnel, including experts, consultants or contractors of the United Nations, and their employees involved in the construction of the Improvements or in connection thereto, shall be provided with multiple entry visas without charge and their entry into and departure from the United Republic of Tanzania shall not be unduly delayed or hindered.

Article 9 Settlement of Disputes

Any dispute between the Parties concerning or relating to the interpretation or application of this Agreement shall be settled in accordance with article 44 of the Headquarters Agreement.

Article 10 Privileges and Immunities

1. The provisions of 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 United Republic of Tanzania acceded on 29 October 1962, and the provisions of the Headquarters Agreement shall prevail over any provisions conflicting therewith of any acts or laws of the United Republic of Tanzania that might otherwise be applicable to the grant of land to the United Nations for the seat of the Mechanism and the use of the Land.

2. Nothing in this Agreement shall be construed as a waiver, express or implied, of the privileges and immunities of the United Nations, including the Mechanism.

Article 11 Amendment or Termination

1. This Agreement may be amended or terminated at any time upon the mutual written consent of the Parties.

2. No amendment or termination of this Agreement or other related document concerning the title to the Land shall have any effect or force on the property rights of the United Nations unless expressly agreed by the United Nations and documented in an appropriate legal conveyance and in accordance with article 7, paragraph 2, above.

Article 12 Entry into Force

This Agreement shall enter into force upon signature by both Parties.

Article 13 Application

This Agreement shall be applied and interpreted consistently with the Headquarters Agreement.

In witness whereof, the respective representatives of the Parties have signed this Agreement.

Done at Dar es Salaam on this 5th day of February 2014 in duplicate in the English language, both texts being equally authentic.

For the United Nations

For the Government of the United
Republic of Tanzania

[Signed] STEPHEN MATHIAS
Assistant Secretary-General for Legal
Affairs

[Signed] RAJAB H. GAMAHA
Deputy Permanent Secretary of the
Ministry of Foreign Affairs and
International Cooperation

(c) Agreement between the United Nations and the Government of the Independent State of Samoa relating to the arrangements for the third international conference on Small Island Developing States, to be held in Apia, Samoa, from 28 August to 4 September 2014. New York, 24 February 2014*

THIRD INTERNATIONAL CONFERENCE ON SMALL ISLAND DEVELOPING STATES

The present agreement is made between the Government of the Independent State of Samoa (hereinafter referred to as the “Government”) and the United Nations

Whereas the General Assembly of the United Nations, by its resolution 66/288 of 11 September 2012, is desirous to convene a third international conference on Small Island Developing States (“SIDS”) in recognition of the importance of coordinated, balanced and integrated actions to address the sustainable development challenges faced by SIDS in 2014;

Whereas the Government has agreed to host the Third International Conference on Small Island Developing States (hereinafter referred to as the “Conference”);

Now therefore, United Nations and the Government (collectively hereinafter referred to as the “Parties” and individually as the “Party”) hereby agree as follows:

* Entered into force on 24 February 2014 by signature, in accordance with article XVI.

Article I Venue of the Conference

1. The Conference shall be held in Apia, Samoa at the Faleata Sports Complex at Tuana'imato from 1 to 4 September 2014, to be preceded by activities related to the Conference from 28 to 30 August 2014.

2. The Government shall provide venues within the Faleata Sports Complex for the use by all States Members of the United Nations, members of specialized agencies, the International Atomic Energy Agency as well as relevant stakeholders, including associate members of the regional commissions, organizations and bodies of the United Nations, international financial institutions and major groups identified in Agenda 21, for exhibitions, seminars, meetings, cultural activities and other incidental activities related to the Conference.

Article II Participation in the Conference

1. Participation in the Conference and its Preparatory Committee shall be open to the following:

- (a) Representatives of SIDS;
- (b) Representatives of United Nations organs;
- (c) Representatives of specialized or related agencies;
- (d) Observers from intergovernmental, nongovernmental and other organizations invited by the United Nations to participate in the Conference including alternative representatives or observers, advisers, experts and assistants;
- (e) Associate members of regional commissions;
- (f) Other persons invited by the United Nations;
- (g) Officials of the United Nations Secretariat;
- (h) All other persons invited by the United Nations in consultation with the Government on official business incidental to the Conference.

2. The Secretary-General of the Conference 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 as soon as possible prior to the commencement of the Conference.

3. The Secretary-General of the Conference shall designate the officials of the United Nations to attend the Conference for the purpose of servicing activities related to the Conference. The Secretary-General of the Conference shall provide to the Government a list of such personnel and their functions in relation to the Conference no later than one month after the signing of this Agreement. This list shall form Annex I of this Agreement.* Should there be any changes to the list the United Nations shall provide the Government with an updated list.

4. 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.

* Annex not reproduced herein.

Article III Premises, equipment, utilities and supplies

1. The Government shall provide at its own expense, for as long as required for the purposes of the Conference the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities, utilities and supplies. The Government and the United Nations shall, no later than one month after the signing of this Agreement, agree on these requirements which shall form 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 throughout the duration of the Conference. The premises and facilities shall be available to the United Nations one (1) week prior to the commencement of the Conference and five (5) days after the conclusion as the United Nations in consultation with the Government shall deem necessary for the settlement of any outstanding matter 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.

4. The Government shall bear the cost for the transport and insurance charges from any established United Nations Office to the Conference Venue and vice versa of all United Nations equipment and supplies required for the successful operation of the Conference, at least one week prior to the opening of the Conference. The morning after the conclusion of the conference, the Government shall provide a freight forward company who will aid in the preparation of the air shipment of the United Nations' equipment and supplies used for the operation of the Conference back to United Nations Headquarters. The shipping agent shall provide any necessary materials and logistical needs to ensure that the materials leave the conference centre that day.

5. The United Nations shall determine the mode of shipment of such equipment and supplies in consultation with the Government.

6. Premises and facilities provided in accordance with this article may be made available in an appropriate manner, to the observers including those groups referred to in article II for the purpose of conducting activities related to the Conference.

Article IV Medical facilities

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

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

Article V Accommodation

The Government shall 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 identified by the Secretary-General of the Conference as per paragraphs 1 and 2 of article II.

* Annex not reproduced herein.

Article VI Transport

1. The Government shall ensure the availability of transportation at reasonable commercial rates for all participants between the airport, the principal hotels and the Conference premises.

2. The Government shall provide adequate and safe means of transportation to and from the designated airports to the principal hotels as well as the Conference premises at least three days prior and two days after the close of the conference to all servicing United Nations staff members and participants.

3. The Government shall endeavour to ensure that the United Nations Transportation Officer along with the Chief of Protocol receive the proper airport credentials in order to be able to gain access to key areas such as: Customs area, baggage area, VIP lounges, parking, and the airport tarmac, if needed in the Host Country. In addition, the Government shall make the necessary arrangements to make available the following: a designated Diplomatic Visa lane for the purpose of expediting and clearing staff members travelling with United Nations *Laissez-Passers*, and an on-site Conference hospitality/liaison desk at Faleolo International Airport.

4. The Government, in consultation with the United Nations, shall provide at its own expense, a sufficient number of vehicles, qualified drivers and sufficiently adequate designated parking facilities, as well as such other local transportation as is required by the Secretariat in connection with the Conference. Supplemental transportation may be required to facilitate extended hours of operations for United Nations staff servicing the Conference during non-normal working hours. The distribution of the vehicles shall be determined by the United Nations Transportation Officer based on the specific requirements of each United Nations department.

Article VII Police Protection and Security

1. The Government shall, provide such police protection and security as may be required to ensure the effective operation of the Conference in an atmosphere of security 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. The designated officer shall work in close cooperation with the senior security officer appointed by the United Nations Department of Safety and Security for this purpose.

2. 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 by the relevant Government security authorities.

Article VIII Local Personnel for the Conference

1. The Government shall appoint an official who 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 local personnel as agreed between the United Nations and the Government for the purposes of carrying out duties relating to the Conference as identified by the Government

and United Nations. The Government and the United Nations shall, no later than one month after the signing of this Agreement, agree on these requirements, which shall form Annex III of this Agreement.*

3. The Government shall arrange at the request or on behalf of the Secretary-General of the Conference local personnel referred to in paragraph 2 above, to be available before, during and five (5) days after the Conference or any date agreed to by the Parties in order to assist with the settlement of any outstanding matter connected with the Conference. Such personnel shall carry out duties relating to the Conference over-time and provide night services as may be required by the United Nations in consultation with the Government.

Article IX Financial Arrangements

1. The Government and the United Nations shall, no later than one month after the signing of this Agreement, agree on the sum of funds to be deposited with the United Nations covering the estimated costs referenced in paragraph 4 below. These requirements shall form Annex IV of this Agreement.* The Government shall deposit with the United Nations the agreed sum no later than two months after such agreement on the amount is concluded. If necessary, the Government shall make further advances as requested by the United Nations so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

2. The Government will assist the United Nations in opening bank account(s) in the Host Country and in facilitating payments to meeting participants.

3. The deposit and the advances required by paragraph 1 above shall be used only to pay the obligations of the United Nations in respect of the Conference.

4. In addition to its financial responsibility provided for elsewhere in this Agreement the Government shall, in accordance with the United Nations General Assembly resolution 47/202, bear the actual additional costs directly or indirectly involved in holding the Conference and the activities related to the Conference from 28 to 30 August 2014. Such additional costs shall include, but not restricted to:

(a) Additional costs of travel and of staff entitlements of the United Nations officials assigned by the Secretary-General of the Conference to undertake preparatory visits to the host country and to attend the Conference;

(b) The costs of shipment of any necessary equipment and supplies required by the United Nations for the successful operation of the Conference;

(c) Arrangements for travel and shipment that shall be made by the Secretariat of the Conference in accordance with the Staff Regulations and Rules of the United Nations in regard to travel standards, baggage allowances, subsistence payments and terminal expenses. The list of United Nations officials required to service the Conference and the related travel costs shall be reflected in Annex IV of this Agreement.*

5. At 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

* Annex not reproduced herein.

shall be expressed in United States currency (“USD”) using the United Nations official rate of exchange at the time the United Nations paid the costs.

- i. The United Nations, on the basis of this detailed set of accounts shall return to the Government any unspent funds of all deposits or advances made by the Government, within one (1) month of receipt of the detailed accounts.
- ii. Should the additional costs exceed the total amount deposited the Government shall remit the outstanding balance within one (1) month of receipt of the detailed accounts from the Secretariat to the Conference.
- iii. The final accounts will be subject to auditing 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 arising out of:

(a) Injury to persons or damage to or loss of property in the Conference venue provided by or under the control of the Government;

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

(c) The employment of personnel provided or arranged for by the Government for the Conference.

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 Government and the United Nations that such action, claim or demand arises from gross negligence or wilful misconduct of such persons.

Article XI Privileges and immunities

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946 (hereinafter “the Convention”), shall be applicable only in respect of the Conference for the duration of the Conference. Persons enjoying diplomatic privileges and immunities pursuant to this Agreement shall enjoy such privileges and immunities in accordance with the Vienna Convention on Diplomatic Relations, which was brought into effect in Samoa by the 1978 Diplomatic Privileges and Immunities Act. In particular:

a. The representatives of States and of the intergovernmental organs referred to in article II, paragraph 1 (a), (b) and (e) shall enjoy the privileges and immunities provided under article IV of the Convention;

b. Officials of the United Nations participating in or performing functions in connection with the Conference referred to in article II, paragraphs 1 (g) and 3 shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

c. Any experts on mission for the United Nations in connection with the Conference shall enjoy the privileges and immunities provided under articles VI and VII of the Convention;

d. The representatives or observers referred to in article II, paragraph 1 (d), (f), and (h), 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; The personnel provided by the Government under article VIII, above, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Conference; and

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

f. The representatives of the information media referred to in article II, paragraph 4, shall be accorded the appropriate facilities necessary for the independent exercise of their functions in connection with the Conference.

2. All persons referred to in article II shall have the right of entry into and exit from Samoa, and no impediment shall be imposed on their transit to and from the conference area. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted free of charge, as speedily as possible. Arrangements shall also be made to ensure that visas for the duration of the Conference are delivered at airport to participants who were unable to obtain them prior to their arrival.

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

5. All persons referred to in article II, above, shall have the right to take out of Samoa at the time of their departure, without any restriction, any unexpended portions of the funds/allowance they brought in to Samoa in connection with the Conference.

Article XII Co-operation with the appropriate Government authorities

1. Without prejudice to the privileges and immunities accorded by under this Agreement, it is the duty of all persons enjoying such privileges and immunities to comply with the laws and regulations of the host country. They also have a duty not to interfere in the internal affairs of the host country.

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

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

3. Where the Government considers there has been an abuse of the privileges or immunities conferred by this Agreement, consultations will be held between the Government and the Secretary-General of the Conference to determine whether any such abuse has occurred.

Article XII Import duties and tax

The United Nations, its equipment including but not limited to technical equipment accompanying representatives of the information media, and all other property for the purposes of the Conference shall be exempt from all direct and indirect taxes and import duties levied by national or local authorities or otherwise. The Government agrees to issue without undue delay any necessary import and export permits for this purpose. Such equipment or property related to the Conference shall be sent back to the United Nations Headquarters after the conclusion of the Conference, unless alternative arrangements have been made with the agreement of the Government.

Article XIV Settlement of disputes

1. Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement or of any supplementary Agreement, except for a dispute subject to Section 30 of the Convention or to any other applicable agreement, which is not settled by negotiations or other agreed mode of settlement, shall be referred for final decision at the request of either Party, to a tribunal of three arbitrators: one to be chosen by the Secretary-General of the United Nations, one to be chosen by the Minister for Foreign Affairs and Trade of the Government and the third, who shall be Chairperson of the tribunal, to be chosen by the first two arbitrators.

2. If either party fails to appoint an arbitrator within 60 days of the appointment by the other party, or if these two arbitrators fail to agree upon the third arbitrator within 60 days of their appointment, such third arbitrator shall be chosen by the President of the International Court of Justice at the request of the Secretary-General of the United Nations or the Government.

3. The arbitral tribunal shall determine its own procedure; and any expenses incurred from the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral tribunal shall reach its decision by a majority of votes and shall in its final written decision set out its reasoning. Such decision shall be accepted as final by both Parties.

Article XV Annexes

1. The Annexes to this Agreement as specified in article II (3), article III (1), article VIII (2), article IX (1) and article IX(4)(c) shall form an integral part of the Agreement.** The exact number of items listed in the Annexes may be subject to modifications as agreed to by the United Nations and the Government in writing.

2. Notwithstanding paragraph 1 of this article, the standards and number of items listed in the Annexes to this Agreement shall be considered minimum standards and

* Numbering as in the original.

** Annexes not reproduced herein.

numbers. If the Government wishes to provide higher standards or more items than requested by the United Nations, the Government may do so after consultation with the United Nations.

Article XVI Final provisions

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

2. This Agreement shall enter into force upon the date of the last signature and shall continue in force for the duration of the Conference and for such a period thereafter as is necessary for all matters relating to any of its provisions to be settled.

Done in New York on the 24th day of February, 2014, in duplicate in the English language.

For the United Nations

For the Independent State of Samoa

[Signed] WU HONGBO
Secretary-General for the Third
International Conference on Small
Island Developing States

[Signed] Hnourable TUILAEPA
LUPESOLIAI NEIOTI AIONO
SAILELE MALIELEGAOI
Prime Minister

(d) Agreement between the United Nations and the Government of the Federal Republic of Somalia concerning the status of the United Nations Assistance Mission in Somalia. Mogadishu, 26 February 2014*

I. DEFINITIONS

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

(a) “UNSOM” means the United Nations Assistance Mission in Somalia, established by the Security Council resolution 2102 (2013) of 1 May 2013;

(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 UNSOM to whom he or she delegates a specified function or authority. It shall also include, including in paragraph 24, any member of UNSOM whom the Secretary-General may designate as acting Head of Mission of UNSOM following the death or resignation of the Special Representative or in the event of his or her incapacity;

(c) “member of UNSOM” means:

(i) the Special Representative;

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

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

* Entered into force on 26 February 2014 by signature, in accordance with paragraph 66.

- (iv) other persons assigned to perform missions for UNSOM, including United Nations civilian police advisers and United Nations military advisers;
- (d) “the Government” means the Government of the Federal Republic 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 UNSOM, engaged by the United Nations, including juridical as well as natural persons and their employees and sub-contractors, to perform services for UNSOM or to supply equipment, provisions, supplies, fuel, materials or other goods, including spare parts and means of transport, in support of UNSOM 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 UNSOM or contractors in support of UNSOM activities;
- (i) “aircraft” means aircraft in use by the United Nations and operated by members of UNSOM or contractors in support of UNSOM activities;
- (j) “vessels” means vessels in use by the United Nations and operated by members of UNSOM or contractors in support of UNSOM 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 UNSOM or to any member of UNSOM or to its contractors shall apply in Somalia only.

III. APPLICATION OF THE CONVENTION

3. UNSOM, 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 UNSOM

4. UNSOM 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. UNSOM 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 UNSOM.

United Nations flag, markings and identification

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

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

Communications

8. UNSOM 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) UNSOM shall have the right to establish, install and operate United Nations radio stations under its exclusive control to disseminate to the public in Somalia information relating to its mandate and promote understanding among the public of UNSOM's role. Programmes broadcast on such stations shall be under the exclusive editorial control of UNSOM and shall not be subject to any form of censorship. UNSOM will make the broadcast signal of such stations available to the state broadcaster upon request for further dissemination through the state broadcasting system. Such United Nations radio stations shall be operated in accordance with the International Telecommunication Convention and Regulations. The frequencies on which such stations may operate shall be decided upon in cooperation with the Government. If no decision has been reached fifteen (15) working days after the matter has been raised by UNSOM with the Government, the Government shall immediately allocate suitable frequencies for use by such stations. UNSOM shall be exempt from any taxes on and fees for the allocation of frequencies for use by such stations, as well as from any taxes on or fees for their use. However, UNSOM 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) UNSOM shall have the right to disseminate to the public in Somalia and to the public abroad information relating to its mandate through electronic media, including websites, social media, webcasts, data feeds and online and messaging services. The content of data disseminated through such media shall be under the exclusive editorial control of UNSOM and shall not be subject to any form of censorship. UNSOM shall be exempt from any prohibitions or restrictions regarding the production or dissemination of such data, including any requirement that permits be obtained or issued for such purposes.

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

Somalia which UNSOM may use for the production, publication or dissemination of such materials or publications.

(d) UNSOM 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 if no decision has been reached fifteen (15) working days after the matter has been raised by UNSOM with the Government, the Government shall immediately allocate suitable frequencies to UNSOM for this purpose. UNSOM 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 from any and all fees for, their use. However, UNSOM 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.

(e) UNSOM 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 the right to establish the necessary facilities for maintaining such communications within and between premises of UNSOM, 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. The Government shall, within fifteen (15) working days of being so requested by UNSOM, allocate suitable frequencies to UNSOM for this purpose. UNSOM 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 from any and all fees for, their use. However, UNSOM 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 UNSOM shall be charged at the most favourable rate.

(f) UNSOM may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNSOM. The Government shall be informed of the nature of such arrangements and shall not interfere with or apply censorship to the mail of UNSOM or its members. In the event that postal arrangements applying to private mail of members of UNSOM 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. UNSOM, 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 UNSOM, 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 UNSOM's mandate and without the need for travel permits or prior authorization or notification, except in the case of movements by air, which will comply with the generally applicable procedural requirements for flight planning and operations within the airspace of Somalia as promulgated, and as specifically notified to UNSOM, by the civil aviation authority of Somalia. The Government shall, where necessary, provide UNSOM with available 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 UNSOM'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 UNSOM to the civil aviation authority of Somalia and that all vehicles, aircraft and vessels shall carry third party insurance.

12. UNSOM 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 UNSOM, may use roads, bridges, canals and other waterways, 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 and compulsory pilotage charges. However, UNSOM 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 UNSOM

13. UNSOM, 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 UNSOM, as well as of its 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 UNSOM or for resale in the commissaries provided for in subparagraph (b). For this purpose, the Government agrees expeditiously to establish, at the request of UNSOM, temporary customs clearance facilities for UNSOM and its contractors at locations in Somalia convenient for UNSOM and its contractors not previously designated as official ports of entry for Somalia;

(b) The right of UNSOM to establish, maintain and operate commissaries at its headquarters and other premises for the benefit of members of UNSOM, 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, 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 UNSOM. He or she shall give due consideration to observations or requests by the Government concerning the operation of the commissaries;

(c) The right of UNSOM, as well as of its contractors, to clear ex 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 UNSOM or for resale in the commissaries provided for in subparagraph (b);

(d) The right of UNSOM, 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 ex customs and excise warehouse or purchased locally for the exclusive and official use of UNSOM and which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of Somalia or to an entity or entities 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 UNSOM and the Government at the earliest possible date.

V. FACILITIES FOR UNSOM AND ITS CONTRACTORS

Premises required for conducting the operational and administrative activities of UNSOM

14. The Government shall provide, without cost to UNSOM, in agreement with the Special Representative and for as long as may be required, such areas for the headquarters and other premises as may be necessary for the conduct of the operational and administrative activities of UNSOM, 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 the 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 UNSOM 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 UNSOM on terms to be agreed with the competent authority. UNSOM 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 UNSOM as to essential government services.

16. UNSOM shall have the right, where necessary, to generate, within its premises, electricity for its use and to transmit and distribute such electricity. It shall also have the right, where necessary, to construct water wells and waste water treatment systems within its premises for its own use.

17. Any government official or any other person seeking entry to UNSOM 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 UNSOM 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 UNSOM, 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 UNSOM'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 UNSOM 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 UNSOM or by its contractors for the official and exclusive use of UNSOM, 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 UNSOM and its contractors from general sales taxes in respect of all local purchases for the exclusive and official use of UNSOM. In making purchases on the local market, UNSOM 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 UNSOM provided by its contractors, other than Somali nationals resident in Somalia, 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 and within forty-eight (48) hours (two (2) business days) of application, all necessary visas, licenses and permits. UNSOM's contractors, other than Somali nationals resident in Somalia, 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 UNSOM, including corporate, income, social security and other similar taxes arising directly from or related directly to the provision of such services or goods.

21. UNSOM 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. UNSOM 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 UNSOM and to accelerate the process of such recruitment.

Currency

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

VI. STATUS OF THE MEMBERS OF UNSOM

Privileges and immunities

24. The Special Representative, the Deputy Special Representatives of the Secretary-General, the Chief of Staff, the Director of Mission Support and such other members of UNSOM of equivalent ranks as may be notified to the Government 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 UNSOM 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 UNSOM shall be assimilated to officials of the United Nations assigned to serve with UNSOM 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 UNSOM 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 UNSOM, including locally recruited personnel, shall be exempt from taxation on the pay and emoluments received from the United Nations. Members of UNSOM 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 UNSOM 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 UNSOM. The Government shall, as far as possible, give priority for the speedy processing of entry and exit formalities for all members of UNSOM upon prior written notification. On departure from Somalia, members of UNSOM 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 UNSOM.

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

Entry, residence and departure

32. The Special Representative and members of UNSOM 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 UNSOM and shall be kept informed of such movement. For the Special Representative and members of UNSOM holding a valid United Nations *laissez-passer* or a United Nations travel certificate, entry into and departure from Somalia shall be granted upon the presentation of the same. For members of UNSOM not holding a valid *laissez-passer* or travel certificate, entry into and departure from Somalia shall be granted upon presentation of a valid national passport and, where visas are required, such members shall be issued with a one-year multiple entry visas, free of charge, upon arrival at the airport or other port of entry. The Special Representative and members of UNSOM shall be exempt from prohibitions, restrictions or procedures that may obstruct or cause delay or hindrance to their entry into Somalia, including immigration inspection and restrictions. They shall also be exempt from payment of any taxes, fees or charges on entering into or departing from Somalia, including airport and departure taxes. The Government shall establish special facilities where possible at airports to facilitate such entry and departure. Members of UNSOM 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.

Identification

34. The Special Representative shall issue to each member of UNSOM, before or as soon as possible after such member's first entry into Somalia, as well as to all locally recruited personnel and to UNSOM'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 UNSOM.

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

Uniforms and arms

36. 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 and other items of military and policing equipment, including global positioning devices,

while on official duty in accordance with their orders. When doing so, they must wear their respective uniforms except as otherwise provided in paragraph 37.

37. United Nations close protection officers and United Nations Security Officers serving in close protection details may carry firearms and ammunition and other items of military and policing equipment, including global positioning devices, and wear civilian clothes while performing their official functions.

38. UNSOM 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.

39. UNSOM shall inform the Government, on a regular basis, the number of United Nations security officers, close protection officers, United Nations civilian police officers and United Nations military advisers.

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 UNSOM, including locally recruited personnel, of any UNSOM vehicle and for the practice of any profession in connection with the functioning of UNSOM, provided that no such permit or license shall be issued to any member of UNSOM 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 UNSOM. 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 36 and 37, the Government further agrees to accept as valid, without tax or fee, permits or licenses issued by the Special Representative to members of UNSOM for the carrying or use of firearms or ammunition in connection with the functioning of UNSOM.

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

44. The personnel mentioned in paragraph 43 above may take into custody any person on the premises of UNSOM. 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 UNSOM:

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

(b) When such a member of UNSOM 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 UNSOM, 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), UNSOM 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. UNSOM 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 UNSOM 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 UNSOM. In order to facilitate 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 UNSOM 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 UNSOM 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.

50. 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 UNSOM 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 UNSOM and its associated personnel. It shall take all appropriate steps to protect members of UNSOM and its associated personnel, 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 UNSOM are inviolable and subject to the exclusive control and authority of the United Nations;

(b) if members of UNSOM or its associated personnel 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 UNSOM or its associated personnel;
- (ii) a violent attack upon the official premises, the private accommodation or the means of transportation of any member of UNSOM 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 its jurisdiction over the crimes set out in subparagraph (c) above: (i) when the crime was committed on the territory of Somalia; (ii) when the alleged offender is a national of Somalia; (iii) when the alleged offender, other than a member of UNSOM, 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;

^{*} The numbering of paragraphs corresponds to the original of the Agreement.

(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 UNSOM 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.

Jurisdiction

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

55. Should the Government consider that any member of UNSOM 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 UNSOM 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 UNSOM before any court of Somalia, the Special Representative shall be notified immediately and he or she 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 UNSOM 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 UNSOM 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 UNSOM 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 UNSOM

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 UNSOM 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 UNSOM 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 60 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 (1) 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 UNSOM 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 (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 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 UNSOM, 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 in accordance [with] the regulations and rules of the United Nations.

61. All other disputes between UNSOM 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 UNSOM and to facilities the Government of the Federal Republic of Somalia undertakes to provide to UNSOM, 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 UNSOM 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) shall remain in force until the release or return to the United Nations of any and every member of UNSOM 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) shall remain in force until the prosecutions mentioned in that paragraph are completed.

68. This Agreement shall apply *mutatis mutandis* to the United Nations Support Office for AMISOM (UNSOA), its property, funds and assets and its officials and experts on mission that are deployed in Somalia.

69. 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 UNSOM.

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

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

Done at Mogadishu, on 26th day of February 2014, in two original copies in the English language.

For the United Nations

[*Signed*] Mr. NICHOLAS KAY
Special Representative of the
Secretary-General for Somalia

For the Federal Government of Somalia

[*Signed*] H.E. ABDIRAHMAN DUALE BEYLE
Minister of Foreign Affairs and
International Cooperation

(e) Exchange of letters constituting an agreement between the United Nations and the Government of the Federal Republic of Germany concerning the organization of the High-level Symposium and a series of side events, to be held in Berlin from 19 to 21 March 2014, in preparation of the 2014 Development Cooperation Forum focusing on “Accountable and effective development cooperation in a post-2015 era”. New York, 17 March 2014*

I

17 March 2014

Excellency,

I have the honour to refer to the arrangements concerning the High-level Symposium and a series of side events in preparation of the 2014 Development Cooperation Forum (DCF) focusing on “Accountable and effective development cooperation in a post-2015 era” (hereinafter referred to as “the Symposium”).

The Symposium is co-organized by the United Nations, represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”) and the Government of the Federal Republic of Germany (hereinafter referred to as “the Government”) and will be held in Café Moskau, Berlin, Germany from 20 to 21 March 2014, with a series of side-events on 19 March 2014.

The Symposium is within the scope of General Assembly Resolution 61/16 on the strengthening of the Economic and Social Council.

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

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

(a) up to 160 representatives from governments, UN system organizations and other multilateral institutions, civil society, academia, parliaments, local governments and the private sector;

(b) the President of the United Nations Economic and Social Council (ECOSOC);

(c) 6 officials and 1 individual contractor from the United Nations; and

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

2. The total number of participants will be up to 200. The list of participants will be determined by the United Nations together with the Government prior to the holding of the Symposium.

3. The Symposium will be conducted in English, French and Spanish.

4. The United Nations will be responsible for:

(a) the provision of substantive support before and during the Symposium, including the preparation of the appropriate documentation and the report of the Symposium in consultation with the Government;

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

* Entered into force on 17 March 2014 by the exchange of the said letters.

(c) the payment of terminal expenses and daily subsistence allowance in accordance with the prevailing United Nations rates for up to 46 funded participants from among the participants as specified in sub-paragraph 1(a), the President of ECOSOC as specified in sub-paragraph 1(b) and 6 officials and 1 individual contractor from the United Nations as specified in sub-paragraph 1(c) as agreed between the Government and the United Nations; and

(d) the issuance of round trip air tickets for up to 6 officials and 1 individual contractor from the United Nations as specified in sub-paragraph 1(c).

5. The Government will provide a contribution of up to 85,914.80 US\$ (eighty-five thousand nine hundred fourteen dollars and eighty cents), inclusive of the United Nations standard programme support costs, to finance the terminal expenses and daily subsistence allowance in accordance with prevailing United Nations rates for participants as specified in sub-paragraph 4(c), and air tickets for participants as specified in sub-paragraph 4(d). The aforesaid contribution shall be administered in accordance with the United Nations Financial Regulations and Rules.

6. Furthermore, the Government will be responsible for and provide at its cost the following:

(a) the issuance of round trip air tickets for up to 46 participants from among the participants as specified in sub-paragraph 1(a) and the President of ECOSOC as specified in sub-paragraph 1(b), as agreed between the Government and the United Nations;

(b) local staff to assist with the planning and any necessary administrative and technical support during the meeting, including for (i) set-up of Symposium rooms (technical and audio components, nameplates, seating arrangements etc.); (ii) reproduction of meeting materials before and during the Symposium; (iii) set-up for a Press Conference; and (iv) registration of participants, issuance of badges and other related secretarial and conference services;

(c) Symposium premises and facilities as well as interpretation in English, French and Spanish and audio recording of all Symposium proceedings, including one large conference room; three small break-out rooms, one multifunctional room and one room for the closing reception;

(d) office space for use by the secretariat of the United Nations and the President of ECOSOC (2 separate rooms with computers, printers, internet access, email, international telephone lines, photocopying equipment and stationery);

(e) hospitality during the Symposium (including coffee breaks and sit-down luncheons);

(f) hotel accommodation for all international participants specified in sub-paragraph 4 (c);

(g) hotel reservation arrangements for participants attending at their own expense (details on specific deadlines are communicated with the 'logistical note');

(h) security measures for the venue for the duration of the Symposium; and

(i) transportation arrangements between the airport and the hotel for mutually agreed high-level participants.

7. The costs of air fares, terminal expenses, daily subsistence allowance, accommodation and local transportation for those not covered in sub-paragraphs 4(c), 4(d), 6(a), 6(f) and 6(i) will be the responsibility of the participants or their respective organizations.

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

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

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

(c) 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 Symposium;

(d) All participants and all persons performing functions in connection with the Symposium shall have the right of unimpeded entry into and exit from Germany in accordance with procedures established under relevant domestic and EU legislation. The United Nations shall advise all participants that they may be required to apply for a visa. Any such visa applications shall be processed free of charge and as speedily as possible. To ensure that visas are issued in time, participants should file their applications no later than four weeks before the Symposium is due to commence;

(e) For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital, and the necessary transport shall be constantly available on call. The cost of any hospitalization shall be solely borne by the patient.

9. The Government shall, at its own expense, provide such police protection as may be required to ensure the safety of the participants and the effective functioning of the Symposium with appropriate security and free from interference of any kind. While such arrangements shall be under the direct supervision and control of a senior officer provided by the Government, this officer shall work in close co-operation with a designated senior official of the United Nations.

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

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

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

(c) the employment for the Symposium of personnel provided or arranged for 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 except where the Government and the United Nations agree that such demand, loss or injury is caused by the gross negligence or willful misconduct of the United Nations or its officials.

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

12. If the Government of the Federal Republic of Germany agrees to the proposals contained in paragraphs 1 to 11 above, this letter and your Excellency's letter in reply thereto expressing your Government's agreement shall constitute an Agreement between the United Nations and the Government of the Federal Republic of Germany regarding the hosting of the High-level Symposium in preparation of the 2014 Development Cooperation Forum (DCF), focusing on "Accountable and effective development cooperation in a post-2015 era" which shall be concluded in the English and German languages, both texts being equally authentic. This Agreement shall enter into force on the date of your Note in reply and shall remain in force for the duration of the Symposium from 20 to 21 March 2014 and the side events on 19 March 2014, and for such additional period as is necessary for its preparation, completion of its work, and for the resolution of any matters arising out of the Agreement.

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

[Signed] WU HONGBO
Under-Secretary-General
Secretary-General for the
International Conference on
Small Island Developing States

II

New York, March 17th, 2014

Excellency, Dear Under Secretary General Wu Hongbo,

I have the honor to confirm receipt of your Note No. DESA-14/00305 of March 17, 2014 proposing on behalf of the United Nations the conclusion of an Arrangement between the United Nations and the Government of the Federal Republic of Germany concerning the High-level Symposium and a series of side events in preparation of the 2014 Development Cooperation Forum (DCF) focusing on “Accountable and effective development cooperation in a post-2015 era”.

I have the honor to inform you that my Government agrees to the proposals contained in your Note. Your Note and this Note in reply thereto shall thus constitute an Arrangement between the United Nations and the Government of the Federal Republic of Germany, which shall enter into force on the date of this Note.

Please accept, Excellency, the assurances of my highest consideration and best personal regards.

[Signed] HARALD BRAUN

**(f) Exchange of letters constituting an agreement between the United Nations and the Government of Austria for the hosting of the United Nations Global Training-of-Trainers Course on Protection of Civilians and Child Protection, to be held in Stagtschlaining, Austria, from 5 to 16 May 2014.
New York, 23 April 2014 and 29 April 2014***

I

23 April 2014

Excellency, *cher* Martin,

I have the honour to refer to General Assembly resolutions 46/48 of 9 December 1991, 48/42 of 10 December 1993 and 49/37 of 9 February 1995, concerning peacekeeping training requirements.

These resolutions provide, *inter alia*, that training of peacekeeping personnel is primarily the responsibility of the Member States; that an established focal point for peacekeeping training in the United Nations Department of Peacekeeping Operations (DPKO) should act as a coordinator between the United Nations and national/regional training facilities, and that these institutions should be used for the development of various peacekeeping training programmes.

In response to these resolutions, the United Nations, represented by the Department of Peacekeeping Operations (hereinafter referred to as the “United Nations”) is very

* Entered into force on 29 April 2014 by the exchange of the said letters, in accordance with their provisions.

grateful to the Republic of Austria (hereinafter the “Government”) for the offer to host a United Nations Global Training-of-Trainers Course on Protection of Civilians and Child Protection (hereinafter the “Course”). In this regard, the United Nations wishes to accept the Government’s offer to organise the Course, which will be held from 5 to 16 May 2014 at the Austrian Study Centre for Peace and Conflict Resolution (ASPR) located in the Peace Castle in Stadtschlaing, Austria.

Following our previous correspondence and discussions, and in order to proceed with the planning and organization of this Course, the United Nations wishes to obtain your Government’s acceptance of the following:

1. The Course will be attended by the following participants invited by the United Nations:

- (a) Up to 28 representatives of Member States who will participate as students;
- (b) Up to two representatives from the host Member State who will participate as students;
- (c) Up to four United Nations Officials as instructors and facilitators;
- (d) Up to one United Nations Official to support the training event;
- (e) Up to one international consultant;
- (f) The total number of participants will be up to 36.

2. The Course will be conducted in English.

3. The logistic arrangements for the Course will be shared as follows:

- (a) The United Nations will be responsible for:
 - i. Preparing the course programme, appointing instructors and presenters, selecting international students, conducting the course, and preparing the final report;
 - ii. Arranging the travel for all international participants;
 - iii. Providing soft copies of the United Nations training material and course certificates;
 - iv. Covering the cost associated with the activities mentioned in sub-paragraph 3(a), and 3(b) ii for participants listed in 1(c), (d), and (e).
- (b) The Government will be responsible for:
 - i. Arranging the provision of one plenary conference room, three working group rooms, one secretariat office, one coffee break area, and one plenary dining room;
 - ii. Arranging the provision of meals and accommodation for all the participants;
 - iii. Arranging the provision of internet, including wireless access, telephone access, reproduction of course materials, office equipment and installations, course facility set up, stationary, and office supplies;
 - iv. Arranging the provision of one heavy duty photocopier, three computers, two projectors with screens, one whiteboard, six flipcharts, one public address system, and one telephone;

- v. Providing opening and closing ceremonies, cultural and social programmes, local transportation, first aid, course picture, and reception at the point of entry;
- vi. Providing United Nations and Host Country flags, personal identification tags for participants, country name for desks, and signs for the conference room and course offices;
- vii. Appointing one liaison officer, one administrative staff, and clerk, covering the cost associated with the activities mentioned in sub-paragraph 3(b) with the exception of 3(b)ii, where costs will be only covered for the participants listed in 1(a) and 1(b).

(c) Invitations to participants will be sent by the United Nations and will indicate that the Course is being co-sponsored by the Government and the United Nations. The selection of nominees, with the exception of the participants from the host Member State, which will be decided upon jointly, will be solely for the United Nations.

4. I wish to propose that the following terms will apply to the Course:

(a) The Agreement between the Republic of Austria and the United Nations Regarding the Seat of the United Nations in Vienna signed in Vienna on 29 November 1995 applies *mutatis mutandis* to the participants of the Course. All participants of the Course who are neither representatives of States or of intergovernmental organizations, nor officials of the United Nations are considered as experts on mission;

(b) Without prejudice to subparagraph 4(a) above, the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946 (“the Convention”), to which the Government is a party, will be applicable in respect of the Course, in particular, articles IV, V, VI and VII. Officials of the Specialized Agencies of the United Nations participating in the Course will 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;

(c) The entry into and exit from the Republic of Austria will be dealt with in accordance with the Agreement between the Republic of Austria and the United Nations regarding the Seat of the United Nations in Vienna. To facilitate any visa provision a detailed list of all international participants will be made available to the Government no later than 25 April 2014 containing the name, first name, date of birth, nationality, function in the home country, living address, number of passport, travel dates, name and address of the authority the visa was requested.

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

6. Any dispute concerning the interpretation or implementation of this arrangement, except for a dispute subject to Section 30 of the Convention or to any other applicable agreement, will be resolved by negotiations or other agreed mode of settlement.

I further propose that upon receipt of your Government's confirmation in writing of the above, this exchange of letters will constitute an arrangement between the United Nations and the Government of Austria regarding the hosting of the Course, which will become effective on the date of your reply and will remain effective for the duration of the Course and for such additional period as is necessary for its preparation and for the completion of its work, and for the resolution of any matters arising out of the arrangement.

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

[Signed] HERVÉ LADSOUS
Under-Secretary-General for
Peacekeeping Operations

II

New York, 29th April 2014

Excellency,

I have the honour to refer to your letter dated 23rd April 2014 regarding the planning and organization of a "United Nations Global Training-of-Trainers Course on Protection of Civilians and Child Protection" which is going to be held from 5 to 16 May 2014 at the Austrian Study Center for Peace and Conflict Resolution (ASPR) in Stadtschlaining.

I [woul]d like to confirm that the Government of the Republic of Austria accepts the arrangements for the course contained therein.

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

[Signed] MARTIN SAJDIK
Ambassador
Permanent Representative

3. Other agreements

(a) Exchange of letters constituting an agreement between the Organization for the Prohibition of Chemical Weapons, the United Nations and the Government of the Syrian Arab Republic concerning the multinational maritime transport operation for the removal and transport of Syrian chemical agents. The Hague, 5 January 2014, New York, 5 January 2014, and Damascus, 6 January 2014^{*}

I

5 January 2014

Excellency,

We have the honour to refer to decision EC-M-34/DEC.1, adopted on 15 November 2013, by which the Executive Council of the Organization for the Prohibition of Chemical Weapons (hereinafter, the “OPCW”) set forth the detailed requirements for the destruction of Syrian chemical weapons, including for the removal of such chemical weapons from the territory of the Syrian Arab Republic.

In furtherance of the implementation of that decision and United Nations Security Council resolution 2118 (2013), the Governments of the Kingdom of Denmark and the Kingdom of Norway (hereinafter, “Denmark and Norway”) have offered to carry out a joint multinational operation for the maritime transport of the chemical agents to be identified by the OPCW for removal from the territory of the Syrian Arab Republic for destruction elsewhere.

Having regard to the role of the OPCW and the United Nations in facilitating and coordinating international assistance for the timely implementation of the elimination of Syrian chemical weapons in the safest and most secure manner, the OPCW and the United Nations hereby seek your Government’s confirmation of the following understandings.

1. Personnel and assets (which hereinafter include all vessels, vehicles, aircraft, equipment, supplies, fuel, and any other goods and materials, including spare parts) of Denmark and Norway, as well as the nationals and assets of other States Parties to the Chemical Weapons Convention assisting Denmark and Norway (hereinafter, “personnel and assets of the multinational maritime transport operation”) shall have unhindered entry to and exit from, as well as freedom within and above, Syrian territorial waters and relevant port facilities on Syrian territory for the sole purpose of carrying out the multinational maritime transport operation in a timely, safe and secure manner.

2. In particular, the Government of the Syrian Arab Republic shall exempt the personnel and assets of the multinational maritime transport operation from passport and visa regulations and any other immigration restrictions, as well as from payment of any fees or charges on entering into or departing from the Syrian Arab Republic. The personnel and assets of the multinational maritime transport operation shall also be exempt from any applicable permit, licensing and registration requirements and from the payment of any form of monetary contributions, dues, tolls, user fees, including parking and storage fees or port fees or charges, including wharfage charges. It is, however, understood that

^{*} Entered into force on 7 January 2014, in accordance with the provisions of the said letters.

the personnel and assets of the multinational maritime transport operation would not be exempt from charges that are in fact charges for services rendered, it being understood that such charges shall be charged at the most favourable rates.

3. Without prejudice to any other privileges and immunities that they may otherwise enjoy under international law and relevant treaties, Denmark and Norway, and the personnel and assets of the multinational maritime transport operation including civil vessels used for non-commercial purposes, shall, irrespective of the vessels' ownership, be considered as used only on government non-commercial service and shall enjoy State immunity from the jurisdiction of any State other than the flag State. In particular, Denmark and Norway have the right to invoke full protections pursuant to the 1926 International Convention for the Unification of Certain Rules Concerning the Immunity of State-Owned Ships and its 1934 Additional Protocol, to which Denmark, Norway and the Syrian Arab Republic are parties. To the extent that they are parties to the United Nations Convention on the Law of the Sea, and notwithstanding that the Syrian Arab Republic is not a party thereto, the three Governments shall enjoy the rights and obligations provided for in that Convention including its articles 30, 31, 32, 96 and 236, and other applicable instruments.

4. Without prejudice to the Government of the Syrian Arab Republic's responsibility for the safety and security of the personnel and assets of the multinational maritime transport operation, within the territory of the Syrian Arab Republic and its territorial waters, the Government of the Syrian Arab Republic recognizes that Denmark and Norway, within their inherent right of self-defence, have the right to take appropriate action to protect the personnel and assets of the multinational maritime transport operation.

We look forward to receiving your written confirmation that the Government of the Syrian Arab Republic accepts and will ensure respect for the foregoing understandings.

We propose that our letter and your response thereto constitute an Agreement between the United Nations, the OPCW and the Syrian Arab Republic, that shall enter into force upon entry of the first element of the personnel and assets of the multinational maritime transport operation in the Syrian territorial waters. This Agreement shall terminate when the final element of the personnel and assets of the multinational maritime transport operation has departed from the Syrian territorial waters and, in any event, not before all chemical agents identified by the OPCW for removal have been removed from the territory of the Syrian Arab Republic. Denmark and Norway as well as the personnel and assets of the multinational maritime transport operation are intended to be third party beneficiaries of such agreement which shall be without prejudice to the tripartite Agreement concerning the Status of the Joint OPCW–United Nations Mission for the Elimination of Syrian Chemical Weapons to be concluded between the OPCW, the United Nations and the Government of the Syrian Arab Republic.

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

For the United Nations:

[Signed] BAN KI-MOON
Secretary-General

For the Organization for the Prohibition
of Chemical Weapons:

[Signed] AHMET ÜZÜMCÜ
Director-General

II

Date: 06/01/2014

Ref: 4

To: His Excellency Ban Ki-moon, Secretary-General of the United Nations

His Excellency Mr. Ahmet Üzümcü, Director General, Organization for the Prohibition of Chemical Weapons (OPCW).

Following up the positive commitment of the Government of the Syrian Arab Republic with regard to implementing the decision of the Executive Council of the OPCW EC-M-34/DEC.1 of 27 September 2013 and the UN Security Council Resolution S/RES/2118 (2013),

I have the honour to refer to your letter dated 5 January 2014, attached with the United Nations (OPCW-UN) Joint Mission letter Ref.OPCW-UN-/OCOS/2014/L002 dated 6 January 2014,

I would like to announce the acceptance of the Government of the Syrian Arab Republic to the contents of the letter and would like you to consider this reply as an acceptance of its terms for all the parties involved in the maritime transport operation. The Syrian Government undertakes to implement the contents of the letter.

Please accept the assurances of my highest consideration.

[Signed] DR. FAISAL MIQDAD,
Deputy Minister of Foreign Affairs
and Expatriates
Head of the National Committee

(b) Supplementary Arrangement pursuant to Article XIV of the Agreement concerning the relationship between the United Nations and the Organization for the Prohibition of Chemical Weapons.

The Hague, 2 May 2014, and New York, 5 May 2014*

I

The Hague, 2 May 2014

L/ODG/191089/14

Excellency,

I refer to my letter to Your Excellency, dated 25 April 2014, in which I requested the continued support and cooperation of the United Nations, pursuant to paragraphs 1 and 2(f) of article II of the Agreement Concerning the Relationship between the United Nations and the Organization for the Prohibition of Chemical Weapons ("OPCW"), in relation to the fact-finding mission that will soon travel to the Syrian Arab Republic in order to establish the facts surrounding recent allegations into the use of chlorine in several parts

* Entered into force on 5 May 2014, in accordance with its provisions.

of the Syrian Arab Republic (“OPCW fact-finding mission”). Specifically, I requested the United Nations to provide security and logistical support and to assist with liaising and coordinating with the representatives of the opposition for ensuring safe access and movement of OPCW personnel within the areas to be visited for purposes of establishing the facts of the situation. Your Excellency’s agreement to provide the requested support is appreciated.

Having regard to the above and the imminent dispatch of the OPCW fact-finding mission, I propose that the following terms govern the modalities for the cooperation between the United Nations and the OPCW in relation to the OPCW fact-finding mission (“Arrangement”).

Purpose

1. The Arrangement is intended to establish the modalities for cooperation between the United Nations and the OPCW in relation to the OPCW fact-finding mission.

2. In carrying out the OPCW fact-finding mission, each Organization’s procedures, internal rules, regulations, policies, administrative procedures and practices shall apply, as appropriate, to its own personnel. OPCW’s procedures, internal rules, regulations, policies, administrative procedures and practices shall apply, as appropriate, to determining the OPCW fact-finding mission’s team composition, operations, equipment and taking, transporting and analyzing samples.

3. The OPCW shall ensure the host and transit arrangements with the Syrian Arab Republic and other States Parties concerned, including for access, status, privileges and immunities consistent with the Convention on the Prohibition of the Development, Production, Stockpiling and Use of Chemical Weapons and on their Destruction (the “Chemical Weapons Convention”) and to the extent applicable, the 1946 Convention on the Privileges and Immunities to the United Nations.

4. In accordance with the Memorandum of Understanding between the United Nations and the OPCW Regarding Coordination of Security Arrangements, the OPCW shall provide to the United Nations, on a timely basis, such information as the location, date, time and nature of the fact-finding activities, the number of OPCW personnel involved as well as any attendant risks of which the OPCW may be aware and will comply with the safety and security instructions of the United Nations Designated Official for Security (“UNDOS”).

5. The Secretary-General shall, in consultation, as appropriate, with the Director-General:

(a) provide safety and security support and advice to the OPCW during the OPCW fact-finding mission without derogating from the OPCW’s responsibility for taking adequate measures to safeguard its personnel and for protecting its property against sabotage, damage or thefts of equipment and supplies;

(b) provide any logistical support, as required;

(c) assist with liaising and coordinating with the Syrian Arab Republic and, in particular, with opposition representatives on the security, logistical and operational aspects of the OPCW fact-finding mission, as may be required, for the safe access and movement of OPCW personnel, any accompanying United Nations personnel, and their equipment and

samples within the areas to be visited in the Syrian Arab Republic, including liaising with the opposition representatives for the purposes of making available persons for interviews.

Implementation

6. Any collaborative activity and undertaking as outlined in the Arrangement, shall be evaluated on a case-by-case basis and shall be provided subject to the circumstances of a particular request and the availability of sufficient resources for that purpose, as well as the programme of work, priority activities, internal rules, regulations, policies, administrative procedures and practices of each Organization.

7. The functional units in the secretariats of each Organization that will be responsible for the coordination and practical implementation of activities under the Arrangement on behalf of the Secretary-General and the Director-General, respectively, shall be designated and communicated by each Party to the other Party.

Financial Aspects

8. The OPCW shall be responsible on a reimbursable basis for the costs incurred by the OPCW fact-finding mission, including any costs incurred by the United Nations. The Secretary-General and the Director-General, or their designated representatives, shall agree upon the costs and modalities for reimbursement.

9. Each Organization shall be subject to its own Financial Regulations and Rules.

Liability

10. Except insofar as provided in the Arrangement, and subject to paragraph 11 below, each Organization shall be solely responsible for the manner in which it carries out its part of the collaborative activities under the Arrangement and/or any subsequent arrangements. Thus, neither Organization shall be liable for any loss, accident, damage or injury suffered or caused by the other Organization, or by that other Organization's staff, consultants or other contractors, in connection with, or as a result of the collaborative activities under the Arrangement and/or any subsequent arrangements.

11. The OPCW will ensure that OPCW personnel and other persons, other than UN personnel, involved in the OPCW fact-finding mission complete and sign General Releases from Liability, prior to availing of any United Nations-provided ground or air transportation and will ensure that its personnel and any other persons are made aware that neither the United Nations, nor any of its officials, experts on missions or contractors shall be liable for any loss, damage, injury or death that may be sustained by OPCW personnel and other persons during or as a result of the provision of air and/or ground transportation by the United Nations.

Protection of Confidentiality

12. Nothing in the Arrangement shall be so construed as to require the Parties to furnish any material, data and information whose disclosure could in each Party's judgement require it to violate any obligation(s) under its constituent instrument or policy on confidentiality.

13. Any release to the other Party of classified material, data and information shall be for official use only and shall be subject to the applicable rules and procedures of the releasing Party governing the protection, control and release of such classified information.

Duration, Amendments and Dispute Settlement

14. The Arrangement shall become effective upon the OPCW receiving the United Nations' written confirmation of the acceptance of provisions herein, if there is more than one date of signature, the latest date shall be the date from which the Arrangement shall become effective. Any Party may terminate the Arrangement at any time, provided reasonable written notice of termination is given.

15. The Arrangement may be amended at any time by mutual written agreement between the Parties. Any notice of termination or proposals for amendment shall be made in writing and shall be between the Secretary-General and the Director-General.

16. Any dispute concerning the interpretation or implementation of the Arrangement shall be settled amicably.

I would propose that this letter containing the Arrangement and Your Excellency's reply shall constitute a Supplementary Arrangement pursuant to article XIV of the Agreement Concerning the Relationship between the United Nations and the OPCW.

I look forward to receiving Your Excellency's confirmation of the acceptance by the United Nations of the foregoing proposal.

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

Warm regards,

[Signed] AHMET ÜZÜMCÜ

II

5 May 2014

Excellency,

I refer to your letters of 2 May and 25 April 2014 to the Secretary-General requesting the continued support and cooperation of the United Nations, pursuant to paragraphs 1 and 2(f) of Article II of the Agreement concerning the Relationship between the United Nations and the Organization for the Prohibition of Chemical Weapons (OPCW), in relation to the fact-finding mission that will soon travel to the Syrian Arab Republic in order to establish the facts surrounding recent allegations into the use of chlorine in several parts of the Syrian Arab Republic (OPCW fact-finding mission). Specifically, you have requested the United Nations to provide security and logistical support and to assist with liaising and coordinating with the representatives of the opposition for ensuring the access and movement of OPCW personnel within the areas to be visited for purposes of establishing the facts of the situation.

I am pleased to inform you that the Secretary-General has decided to provide the requested support. I am also pleased to advise you of our acceptance of the terms proposed

in your letter regarding the modalities for the cooperation between the United Nations and the OPCW in relation to the OPCW fact-finding mission (Arrangement).

Finally, I wish to confirm that your letter of 2 May 2014 and this letter constitute a Supplementary Arrangement pursuant to Article XIV of the Agreement concerning the Relationship between the United Nations and the OPCW.

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

[Signed] SUSANA MALCORRA
Chef de Cabinet

4. United Nations High Commissioner for Refugees

(a) Headquarters Cooperation Agreement between the Office of the United Nations High Commissioner for Refugees (UNHCR) and the Government of Niger. Geneva, 8 May 2014^{*}

PREAMBLE

Whereas the United Nations High Commissioner for Refugees was created by United Nations General Assembly resolution 319 (IV) on 3 December 1949;

Whereas the Statute of the [Office of the] United Nations High Commissioner for Refugees, adopted by the General Assembly in its resolution 428 (V) of 14 December 1950 provides, *inter alia*, that the High Commissioner, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the Statute and of seeking permanent solutions for the problem of refugees by assisting Governments and, subject to the approval of the Governments concerned, private organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within new national communities;

Whereas the Office of the United Nations High Commissioner for Refugees, a subsidiary organ set up by the General Assembly pursuant to Article 22 of the United Nations Charter, is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946;

Whereas the Statute of the Office of the United Nations High Commissioner for Refugees provides in its article 16 that the High Commissioner shall consult the Governments of the countries of residence of refugees as to the need for appointing representatives therein and that, in any country recognizing such need, there may be appointed a representative approved by the Government of that country;

^{*} Entered into force on 8 May 2014 by signature, in accordance with the provisions of article XVII (Original in French).

Whereas the Office of the United Nations High Commissioner for Refugees and the Government of Niger wish to establish the terms and conditions under which the Office, within its mandate, shall be represented in the country;

Now therefore, the Office of the United Nations High Commissioner for Refugees and the Government of the Republic of Niger, in a spirit of friendly cooperation, have entered into this Agreement:

Article I Definitions

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

(a) “UNHCR” means the Office of the United Nations High Commissioner for Refugees;

(b) “High Commissioner” means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on his behalf;

(c) “Government” means the Government of the Republic of Niger;

(d) “Host country” or “country” means the Republic of Niger;

(e) “Parties” means UNHCR and the Government;

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

(g) “UNHCR office” means all the offices and premises, facilities and services occupied or maintained by UNHCR in the country;

(h) “UNHCR Representative” means the UNHCR official in charge of the UNHCR office in the country;

(i) “UNHCR officials” means all members of the staff of UNHCR Employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates as provided for in General Assembly resolution 76 (I);

(j) “Experts on mission” means persons, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR;

(k) “Persons performing services on behalf of UNHCR” means natural and juridical persons and their employees, other than nationals of the host country, retained by UNHCR to execute or assist in the carrying out of its programmes;

(l) “UNHCR personnel” means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.

Article II Purpose of this Agreement

This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government, open an office or offices in the country, and carry out its international protection and humanitarian assistance functions in favour of refugees and other persons of its concern in the host country.

Article III Cooperation between the Government and UNHCR

1. Cooperation between the Government and UNHCR in the field of International protection of, and humanitarian assistance to, refugees and other persons of concern to UNHCR, including in particular stateless persons, returning refugees, internally displaced persons (IDPs) and returning IDPs, shall be carried out on the basis of the Statute of UNHCR, of other relevant decisions and resolutions concerning UNHCR adopted by United Nations organs and of article 35 of the Convention relating to the Status of Refugees of 1951, article 2 of the Protocol relating to the Status of Refugees of 1967 and article VIII of the OAU Convention of 1969 Governing the Specific Aspects of Refugee Problems in Africa.

2. The UNHCR office shall maintain consultations and cooperation with the Government with respect to the preparation and review of projects for refugees and other persons of concern.

3. For any UNHCR funded projects to be implemented by the Government, the terms and conditions, including the commitment of the Government and the High Commissioner with respect to the furnishing of funds, supplies, equipment and services, or other assistance for refugees, shall be set forth in project agreements to be signed by the Government and UNHCR.

4. The Government shall at all times grant UNHCR personnel unimpeded access to refugees and other persons of concern to UNHCR and to the sites of UNHCR projects, in order to monitor all phases of their implementation.

Article IV UNHCR office

1. The Government welcomes that UNHCR establishes and maintains an office or offices in the country for providing international protection and humanitarian assistance to refugees and other persons of concern to UNHCR.

2. UNHCR may designate the UNHCR office in the country to serve as a regional/area office.

3. The Government shall assure UNHCR that its office in the country, and the UNHCR personnel posted there, will be treated no less favourably by the Government than those of other United Nations agencies, funds and programmes present in the country.

4. The UNHCR office will exercise functions as assigned by the High Commissioner in relation to his mandate for refugees and other persons of his concern, including the establishment and maintenance of relations between UNHCR and other approved governmental or non-governmental organizations functioning in the country.

Article V UNHCR personnel

1. UNHCR may assign to the office in the country such officials or other personnel as UNHCR deems necessary for carrying out its international protection and humanitarian assistance functions.

2. The categories of officials and the names of the officials included in these categories, and of other personnel as assigned to the office in the country, shall from time to time be made known to the Government.

3. UNHCR officials, experts on mission, and persons performing services on behalf of UNHCR shall be provided by the Government with an identity card certifying their status under this Agreement.

4. UNHCR may designate officials to visit the country for purposes of consulting and co-operating with the corresponding officials of the Government or other parties involved in refugee work in connection with:

(a) The review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes;

(b) The shipment, receipt, distribution or use of the supplies and equipment and other materials furnished by UNHCR;

(c) Seeking permanent solutions for the problem of refugees; and

(d) Any other matters relating to the application of this Agreement.

Article VI Facilities for implementation of UNHCR humanitarian programmes

1. The Government, in agreement with UNHCR, shall take any measure which may be necessary to exempt UNHCR officials, experts on mission, and persons performing services on behalf of UNHCR from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees and other persons of concern to UNHCR in the country; such measures shall include the provision of communication facilities in accordance with article IX of this Agreement; the granting of air traffic rights and the exemption from aircraft landing fees and royalties of freight for emergency relief cargo flights, transportation of refugees and other persons of concern to UNHCR and/or UNHCR personnel.

2. The Government, in agreement with UNHCR, shall help UNHCR officials to find appropriate premises for use as offices.

3. The Government shall ensure that the UNHCR office is at all times supplied with the necessary public services and that such public services are supplied on equitable terms.

4. The Government shall take all necessary measures to ensure the protection and security of UNHCR and associated personnel. In particular, the Government shall take all necessary measures to protect UNHCR and associated personnel, their equipment and their premises from any actions or interference which could prevent them from carrying out their duties. This article shall apply without prejudice to the fact that UNHCR premises are inviolable and subject to the exclusive authority and control of UNHCR.

5. The Government shall facilitate the location of suitable housing accommodation for UNHCR personnel recruited internationally.

Article VII Privileges and immunities

1. The Government shall apply to UNHCR, to its property, funds and assets, and to its officials and its experts on mission, the relevant provisions of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946, to which Niger became a Party on 25 August 1961; the Government shall also accept to grant UNHCR and

its personnel the additional privileges and immunities that may become necessary in order for UNHCR to carry out its duties of international protection and humanitarian assistance.

2. Without prejudice to paragraph 1 of this article, the Government shall in particular extend to UNHCR and its personnel the privileges, immunities, rights and facilities set forth in articles VIII to X of this Agreement.

Article VIII UNHCR office, property, funds and assets

1. UNHCR, its property, funds and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except insofar as in any particular case it has expressly waived its immunity; it being understood that this waiver shall not extend to any measure of execution.

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

3. The archives of UNHCR, and in general all documents belonging to it or held by it, shall be inviolable.

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

(a) Any form of direct taxation, provided that UNHCR will not claim exemption from charges for public utility services;

(b) Customs duties and prohibitions and restrictions on articles imported or exported by UNHCR for its official use, provided that articles imported under such exemption will not be sold in the country, except under conditions agreed upon with the Government;

(c) Customs duties and prohibitions and restrictions in respect of the import and export of its publications.

5. While UNHCR will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable or immovable property that form part of the price to be paid (such as value added tax), nevertheless, when UNHCR is making purchases for official use of property on which such duties and taxes are chargeable, the Government will grant exemption therefrom.

6. Any materials imported, exported or purchased in the country by UNHCR, and by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance to refugees, shall be exempt from all customs duties, prohibitions and restrictions, as well as from direct and indirect taxation.

7. UNHCR shall not be subject to any financial controls, regulations or moratoriums and may freely:

(a) Acquire from authorized commercial agencies, hold and use negotiable currencies, maintain foreign currency accounts, and acquire through authorized institutions, hold and use funds, securities and gold;

(b) Bring funds, securities, foreign currencies and gold into the host country from any other country, use them within the host country or transfer them to other countries.

8. UNHCR shall enjoy the most favourable rate of exchange.

Article IX Communication facilities

1. UNHCR shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government, including its diplomatic missions, or to other intergovernmental and international organizations, in matters of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex and other communications, as well as rates for information to the press and radio.

2. The Government shall secure the inviolability of the official communications and correspondence of UNHCR and shall not apply any censorship to its communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

3. UNHCR shall have the right to use codes and to dispatch and receive correspondence by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

4. The Government shall ensure that UNHCR is exempted from all taxes and duties and enabled to effectively operate its radio and other telecommunications equipment, including satellite communications systems, on networks using the frequencies allocated by or co-ordinated with the competent national authorities under the applicable International Telecommunication Union regulations and norms currently in force.

Article X UNHCR officials

1. The UNHCR Representative and Deputy Representative, and other senior officials, shall enjoy, while in the country, in respect of themselves, their spouses and dependent relatives, the privileges and immunities, exemptions and facilities normally accorded to diplomatic envoys. For this purpose, the Ministry of Foreign Affairs shall include their names in the Diplomatic List. However, without prejudice to UNHCR's privileges and immunities, UNHCR must take measures to ensure that perpetrators of breaches of criminal law do not remain unpunished and must inform the Government of the Republic of Niger thereof.

2. UNHCR officials, while in the country, shall enjoy the following facilities, privileges and immunities:

(a) Immunity from personal arrest or detention in respect of acts performed by them in the exercise of their functions;

(b) Immunity from legal process in respect of acts performed by them in their official capacity (including words spoken or written by them), such immunity to continue even after termination of employment with UNHCR;

(c) Immunity from inspection and seizure of their official baggage;

(d) Exemption from any military service obligations or any other obligatory service;

(e) Exemption, with respect to themselves, their spouses, their relatives dependent on them and other members of their households, from immigration restrictions and alien registration;

(f) Access to the labour market with respect to their spouses and their relatives dependent on them forming part of their household;

(g) Exemption from taxation in respect of salaries and all other remuneration paid to them by UNHCR;

(h) Exemption from any form of taxation on income derived by them from sources out-side the country;

(i) Prompt clearance and issuance, without cost, of visas, licences or permits, if required, and free movement within, to or from the country to the extent necessary for the carrying out of UNHCR's international protection and humanitarian assistance programmes;

(j) Freedom to hold or maintain within the host country, foreign exchange, foreign currency accounts and movable property and the right, upon termination of service with UNHCR, to take out of the host country their funds for the lawful possession of which they can show good cause;

(k) The same protection and repatriation facilities with respect to themselves, their spouses, family members dependent on them and other members of their households as are accorded in time of international crisis to diplomatic envoys;

(l) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on import, including two motor vehicles per household within six months following their arrival in Niger:

- i. Their furniture and personal effects, including means of transport;
- ii. Reasonable quantities of certain articles for personal use or consumption and not for gift or sale;

3. UNHCR officials who are nationals of, or permanent residents in, the host country shall enjoy those privileges and immunities provided for in the above-mentioned General Convention.

Article XI Locally recruited personnel assigned to hourly rates

1. Persons recruited locally and assigned to hourly rates to perform services for UNHCR shall enjoy immunity from legal process in respect of words spoken and written and any act performed by them in their official capacity.

2. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations resolutions, regulations and rules.

Article XII Experts on mission

1. Experts performing missions for UNHCR shall be accorded such facilities, privileges and immunities as are necessary for the independent exercise of their functions. In particular they shall be accorded:

- (a) Immunity from personal arrest or detention;
- (b) Immunity from legal process in respect of words spoken or written and acts done by them in the course of the performance of their mission;
- (c) This immunity shall continue to be accorded even after they have ceased to be on missions for UNHCR;
- (d) Inviolability of all papers and documents;

(e) For the purposes of their official communications, the right to use codes and to receive papers and correspondence by courier or in sealed bags;

(f) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions;

(g) The same immunities and facilities, including immunity from inspection and seizure of their personal baggage, as are accorded to diplomatic envoys.

Article XIII Persons performing services on behalf of UNHCR

1. Except as the Parties may otherwise agree, the Government shall grant to all persons performing services on behalf of UNHCR, other than nationals of the host country employed locally, the privileges and immunities specified in article V, paragraph 18 of the General Convention. In addition they shall be granted:

(a) Facilities for the prompt processing and issuance, without cost, of visas, licences or permits necessary for the effective exercise of their functions;

(b) Freedom of movement within, to or from the country, to the extent necessary for the implementation of the UNHCR humanitarian programmes.

Article XIV Crimes against UNHCR personnel

1. The Government shall take all necessary measures to bring to justice the perpetrators, co-perpetrators and accomplices involved in the following acts, and to inform UNHCR thereof; those acts are:

(a) Murder, kidnapping or other attack upon the person or liberty of any member of the UNHCR personnel;

(b) A violent attack upon the official premises, the private accommodation or the means of transportation of any member of UNHCR personnel, likely to endanger his or her personal liberty;

(c) Any threat of such attack with the objective of coercing a natural or juridical person to commit or refrain from committing any act;

(d) Any attempt to commit such attack;

(e) Participating as an accomplice in any such attack, or in an attempt to commit such attack, or intentionally organizing or ordering others to commit such attack.

2. The Government shall establish its jurisdiction over the crimes set out in paragraph 1 above when the crime was committed in its territory and the alleged offender, other than a member of UNHCR personnel, is present in its territory, unless it has extradited such person to the State of his or her nationality, or, in the case of a stateless person, the State of his or her habitual residence, or to the State of nationality of the victim.

3. The Government shall ensure that a person accused of one of the crimes set out in paragraph 1, as well as any person subject to its criminal jurisdiction accused of other acts against UNHCR or its personnel which, had they been committed in relation to the government forces or against the local civilian population, would have been subject to criminal prosecution, is handed over to its competent authorities for the institution of criminal proceedings in accordance with its domestic legal procedure.

Article XV Waiver of immunity

Privileges and immunities are granted to UNHCR personnel in the interests of the United Nations and UNHCR and not for the personal benefit of the individuals concerned. The Secretary General of the United Nations may waive the immunity of any UNHCR personnel where, in his opinion, that immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations and UNHCR.

Article XVI Settlement of disputes

Any disputes between UNHCR and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairperson. If, within 30 days of the request for arbitration, either Party has not appointed an arbitrator or if, within 15 days of the appointment of the two arbitrators, the third arbitrator has not been appointed; either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

Article XVII Final provisions

1. This Agreement shall enter into force on the date of its signature by both Parties and shall continue to be in force until terminated under paragraph 5 of this article.

2. This Agreement shall be interpreted in light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently and to attain its humanitarian objectives in the country.

3. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

4. Consultations with a view to amending this Agreement may be held at the request of the Government or UNHCR. Amendments shall be made by joint written agreement;

5. This Agreement shall cease to be in force six months after either of the Contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country or the disposal of its property in the country.

In witness whereof the undersigned, being duly appointed representatives of the United Nations High Commissioner for Refugees and the Government respectively, have signed this Agreement on behalf of the Parties.

Done at Niamey on 8 May 2014.

For the Office of the United Nations
High Commissioner for Refugees:

[Signed] KARL STEINACKER
Representative of UNHCR in the
Republic of Niger

[Official seal]

For the Government of the Republic of
Niger:

[Signed] MOHAMED BAZOUM
General Secretary, Ministry of
Foreign Affairs, Cooperation, African
Integration and Nigeriens Abroad

[Official seal]

(b) Agreement between the Office of the United Nations High Commissioner for Refugees (UNHCR) and the Government of the Republic of Malta relating to the establishment of UNHCR's Liaison Office to the European Asylum Support Office (EASO). Geneva, 20 June 2014*

Whereas on 25 November 2009 the Office of the United Nations High Commissioner for Refugees and the Government of the Republic of Malta established the terms and conditions under which the Office, within its mandate, shall co-operate with the Government, open and/or maintain an office or offices in the country, and carry out its international protection and humanitarian assistance functions in favour of refugees and other persons of its concern in the host country;

Whereas the Office of the United Nations High Commissioner for Refugees and the Government of the Republic of Malta now wish to establish the terms and conditions under which the Office, within its mandate, shall be represented through a Liaison Office at the European Asylum Support Office located in the country;

Now therefore, the Office of the United Nations High Commissioner for Refugees and the Government of the Republic of Malta, in spirit of friendly cooperation, have entered into this Agreement,

Article I Purpose of this Agreement

1. This Agreement embodies the basic conditions under which the Office of the United Nations High Commissioner for Refugees (UNHCR) shall establish and maintain a Liaison Office to the European Asylum Support Office (EASO) in Malta.

2. In recognition of their close cooperation and in pursuit of their shared humanitarian goals, it is understood by the Parties to the Agreement between the Government of the Republic of Malta and UNHCR, dated 25 November 2009 (Country Agreement) that the Country Agreement shall apply *mutatis mutandis* to the Liaison Office and its Personnel.

3. It is understood that the Liaison Office shall be considered as a UNHCR Office within the meaning of articles I (g) and IV of the Country Agreement, that the individuals assigned to perform tasks at or on behalf of the Liaison Office shall be considered as

* Entered into force on 20 June 2014 by signature, in accordance with the provisions of article II.

UNHCR Personnel within the meaning of articles I (l) and V, and that the Head of the Liaison Office shall be considered as a Head of a UNHCR Office within the meaning of article X (l) of the Country Agreement. Activities carried out by or on behalf of the Liaison Office shall be considered as within the international protection and humanitarian assistance mandate prescribed in articles II and IV.3 of the Country Agreement.

4. It is understood that the facilities, rights, privileges and immunities as conferred upon UNHCR and its Personnel, and as confirmed in the Country Agreement shall equally apply to the Liaison Office and UNHCR Personnel assigned to it.

Article II General provisions

1. This Agreement shall enter into force on the date of its signature by both Parties and shall continue to be in force until terminated under paragraph 5 of this Article.

2. This Agreement shall be interpreted in light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently and to attain its humanitarian objectives in the country.

3. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph.

4. Consultations with a view to amending this Agreement may be held at the request of the Government or UNHCR. Amendments shall be made by joint written agreement.

5. This Agreement shall cease to be in force either six months after either of the contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, or with the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country, whichever occurs first.

In witness whereof the undersigned, being duly appointed representatives of the United Nations High Commissioner for Refugees and the Government of the Republic of Malta, respectively, have on behalf of the Parties signed this Agreement.

Done at Geneva this 20th day of June 2014

For the Office of the United Nations
High Commissioner for Refugees

[Signed]

For the Government of the Republic of
Malta

[Signed]

5. United Nations Population Fund

Exchange of letters constituting an agreement between the Government of the Lao People's Democratic Republic ("the Government") and the United Nations Population Fund (UNFPA) on the application *mutatis mutandis* of the Basic Assistance Agreement between the Government and the United Nations Development Programme signed on 10 October 1988, to the activities and personnel of UNFPA in the Lao People's Democratic Republic. New York, 21 January 2014, and Vientiane, 4 April 2014*

I

New York, 21 January 2014

Excellency,

I have the honour to refer to the presence of the United Nations Population Fund ("UNFPA"), a subsidiary organ of the United Nations established by the General Assembly pursuant to resolution 3019 (XXVII) of 18 December 1972, in the Lao People's Democratic Republic. UNFPA is cooperating with the Government of the Lao People's Democratic Republic with respect to the formulation, adoption and implementation of its population policies and development strategies.

I have the further honour to refer to the Agreement between the United Nations Development Programme ("UNDP") and the Lao People's Democratic Republic concluded on 10 October 1988 (the "UNDP basic agreement"), which sets out the basic conditions under which UNDP and its Executing Agencies shall assist the Government of the Lao People's Democratic Republic in carrying out its development activities.

In this connection, I have the honour to propose that the UNDP basic agreement shall apply *mutatis mutandis* to the activities and personnel of UNFPA in the Lao People's Democratic Republic.

I further propose that upon receipt of your acceptance of the above proposal in writing, this exchange of letters shall constitute an Agreement between the Government of the Lao People's Democratic Republic and UNFPA on the matter, as of the date of your reply.

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

[Signed] DR. BABATUNDE OSOTIMEHIN
Under-Secretary General

* Entered into force on 4 April 2014 by exchange of the said letters, in accordance with their provisions.

II

Vientiane, 4 April 2014

Excellency,

I have the honour to refer to your letter dated 21 January 2014, which provides as follows:

[See letter I, above]

I wish to confirm that I am in agreement with your proposal. On that basis, I have the honour to confirm that your letter dated 21 January 2014 and my reply conveyed herein, should, therefore, be regarded as constituting an Agreement between the Government of the Lao People's Democratic Republic and UNFPA on the matter, as of the date of this reply.

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

[Signed] THONGLOUN SISOULITH

6. United Nations University

Agreement between the United Nations University and the Portuguese Republic on the establishment, operation and locations of the United Nations University, Operating Unit on Policy-Driven Electronic Governance in Guimarães, Portugal. Lisbon, 23 May 2014*

Whereas the United Nations University (hereinafter referred to as “UNU” or “the University”) was established as a subsidiary organ of the United Nations by General Assembly resolution 2951 (XXVII) of 11 December 1972;

Whereas the Council of the University decided at its 61st session in Rome, Italy on 12–13 May 2014 to establish the United Nations University Operating Unit on Policy-Driven Electronic Governance as a research and training programme of the University, in Guimarães, Portugal;

Whereas the Operating Unit on Policy-Driven Electronic Governance is an integral part of the University in accordance with its Charter;

Whereas the University and the Portuguese Republic have concluded an Agreement concerning the Operating Unit on Policy-Driven Electronic Governance on 23 May 2014 (hereinafter referred to as the “Host Country Agreement”);

Whereas the University and the Portuguese Republic desire to give effect to the establishment, location and operation of the Operating Unit on Policy-Driven Electronic Governance (also to be known as “UNU-EGOV” and hereinafter referred to as “the Operating Unit”);

The United Nations University and the Portuguese Republic (hereinafter referred to collectively as “the Parties”),

* Entered into force on 30 September 2015, in accordance with article 13.

Have agreed as follows:

Article 1 Purposes and activities

1. The central purpose of the Operating Unit shall be to support the United Nations system and member states of the United Nations in transforming the mechanisms of governance and building effective governance capabilities through strategic applications of Information and Communication Technologies (hereinafter referred to as “ICT”) to contribute to inclusive social development, inclusive economic development, environmental sustainability, and peace and security.

2. Specifically, the Operating Unit shall:

- (a) carry out policy-relevant research;
- (b) translate research findings into relevant policy instruments;
- (c) build capacity in localizing and applying such instruments within and among governments, the United Nations system, academic and other relevant organizations;
- (d) build and maintain research and policy networks to share the lessons learnt, foster mutual learning, and bridge research and policy worlds; and
- (e) monitor, evaluate and disseminate the outcomes and impact of its research, development, capacity-building and network-building activities.

3. Pursuant to the foregoing, the Operating Unit shall:

- (a) conduct electronic governance-related multi-disciplinary research and policy-oriented studies;
- (b) ensure that its research, policy advice, capacity building, network building, monitoring, evaluation and dissemination activities are relevant to the current needs and priorities facing the United Nations system and member states of the United Nations;
- (c) promote close collaboration with and among governments, civil society, private sector, the United Nations system, academic and other relevant organizations;
- (d) award fellowships for research, development and advanced training in electronic governance, including but not limited to researchers, government officials, policy and decision makers, technology strategists and community leaders;
- (e) carry out specific electronic governance projects involving research, development, training and advisory and consultancy services, as may be financed by national or international funding sources;
- (f) organize conferences, workshops, schools, expert group meetings, seminars, panels and other relevant events;
- (g) co-operate within the framework of its purposes, with the research and training centres and programmes, and activities of the University; and
- (h) do and perform all other acts that may be considered necessary, suitable and proper for the attainment of any or all of its purposes.

Article 2 Location and legal status

The Operating Unit shall be located at the University of Minho, Guimarães, Portugal. The Operating Unit shall have, within the territory of the Portuguese Republic, the legal

status necessary for the realization of its purposes and activities, pursuant to article 2 of the Host Country Agreement.

Article 3 Contributions

1. The Portuguese Republic shall make available and raise core funding for the Operating Unit of US\$5.0 million, to be paid in instalments of US\$1.0 million per annum during the period 2014–2018. The initial operating contribution in the sum of US\$1.0 million shall be paid to the University on or before 30th June 2014. All subsequent operating contributions shall be paid annually on or before 1st April of the respective year throughout the period of validity of this Agreement.

2. The Portuguese Republic shall endeavour to raise US\$1.0 million, within a period of five years, in capital contributions earmarked for the Operating Unit which is meant to ensure its long-term viability. The said capital contributions shall be placed in the University's Endowment Fund. If the said capital contributions are not realized during the said period, the Operating Unit shall cease to operate.

3. The operating and capital contributions for the Operating Unit shall be complemented by in-kind contributions provided by the University of Minho comprising premises, including security, maintenance, equipment and running costs, personnel, infrastructure and accommodation for students. The estimated value of such contributions shall not be less than US\$500,000 per year.

4. Project funding for the Operating Unit shall include grants raised from, *inter alia*, governments and institutions, international institutions, regional organizations, government development agencies, industries and public or private foundations. The Operating Unit and the Portuguese Republic shall cooperate in raising such additional income to supplement amounts received under this Agreement and to support the programme of the Operating Unit.

5. If the contributions referred to in this Article are reduced or unavailable for budgetary reasons, it is understood that such reduction or unavailability may affect the implementation of the activities of the Operating Unit.

6. All contributions to the Operating Unit shall be administered by the University in accordance with the Financial Regulations and Rules, and administrative issuances of the United Nations, applicable to the University.

7. As it is the intention of the Parties to see the transition of the Operating Unit into a fully-fledged UNU institute, it is understood that the required minimum annual operating contribution to be made available and raised by the Portuguese Republic shall be no less than US\$2.0 million per annum. In addition, a further capital contribution of US\$1.0 million would be required to be paid into the UNU Endowment Fund earmarked for the Institute.

8. In the event that the Operating Unit ceases to operate, the capital contributions paid into the UNU Endowment Fund and earmarked for the Institute shall be disposed of by mutual agreement between the Parties.

Article 4 Eligibility to compete for research funding

The Operating Unit shall be eligible, as with other universities in the Portuguese Republic, to apply for support from competitive research funding programmes.

Article 5 Premises and facilities

1. The Portuguese Republic shall, through the University of Minho, make available to the University permanent premises for the occupation and use of the Operating Unit free of charge on the Campus de Couros of the University of Minho, as of 1 June 2014, as described in the following table:

<i>Location</i>	<i>Structure</i>	<i>Total Floor Area (square metres)</i>
Campus de Couros Universidade do Minho 4810-430 Guimarães Portugal	Building: PostGraduate Center (1st Floor)	200 m ² (eight (8) offices), including free access to lecture/meeting rooms available within the building as well as to all common infrastructures

The extent of the premises shall be as delineated in Annex 1 hereto. [Images omitted].

2. The Portuguese Republic, shall through the University of Minho, and at its expense, provide for the security service, maintenance and running costs of the premises of the Operating Unit. It shall also provide, in the same manner, all moveable furnishings, fitting and equipment for the premises and shall be responsible for their repair and maintenance. A list of the requirements and items corresponding to the equipping of the premises shall be agreed upon by the Working Group set up in accordance with article 12, paragraph 2 below.

3. Matters related to the major maintenance of the premises shall be discussed and agreed upon by the Working Group set up in accordance with article 12, paragraph 2 below.

4. A list of the personnel to be provided by the University of Minho to the Operating Unit, as well as the terms and conditions of the accommodation for students to be also provided by the same University according to article 3, paragraph 3 above, shall be agreed upon by the Working Group set up in accordance with article 12, paragraph 2 below.

5. The right of occupation and use of the premises shall vest exclusively in the University for as long as the Operating Unit continues its operations in the Portuguese Republic.

6. The occupation and use of the premises shall be in accordance with the provisions of this Agreement and the Host Country Agreement.

7. The University shall not be liable for any loss or damage to the furnishings, fittings and equipment, or for personal injuries to third parties or property damage occurring to the facilities except that the University shall be liable for injury or damage resulting from gross negligence or wilful misconduct by the personnel or officials of the Operating Unit.

8. The University shall take reasonable preventive measures to protect the life and property of third parties using the premises.

Article 6 Protection of intellectual property rights

The protection of intellectual property rights shall be consistent with international agreements binding on the Portuguese Republic.

Article 7 Review

1. An independent review and evaluation of the work of the Operating Unit shall be undertaken by the Rector every three years. The first review shall take place three years from the commencement of activities of the Operating Unit.

2. The results of such review and evaluation shall be submitted by the Rector to the Council of the University for consideration and appropriate action.

3. A copy of the review and evaluation report shall be made available to the Portuguese Republic within three months from the date of its completion.

4. The Portuguese Republic may submit its comments on the report to the Council of the University and the Council shall take such comments into account in its consideration of the report.

Article 8 Notice

1. All notices and communications to the Portuguese Republic concerning this Agreement shall be addressed to the Ministry for Foreign Affairs of the Portuguese Republic.

2. All notices and communications to the University concerning this Agreement shall be addressed to the United Nations University, Tokyo, Japan.

Article 9 Amendment

1. Either Party may request in writing to the other Party a revision, amendment or modification of all or any part of this Agreement. Any revision, amendment or modification shall be mutually agreed upon by the Parties and shall be set forth in writing and shall form part of this Agreement. Such revision, amendment or modification shall enter into force on such date as may be determined by the Parties.

2. Any revision, amendment or modification shall be without prejudice to the rights and obligations arising from or based on this Agreement before or up to the entry into force of such revision, amendment or modification.

Article 10 Settlement of disputes

Any differences or disputes between the Parties arising out of the interpretation or implementation of this Agreement shall be settled in accordance with article 17 of the Host Country Agreement.

Article 11 Supplemental agreements

The Portuguese Republic and the University may enter into such supplemental agreements as may be necessary.

Article 12 General provisions

1. This Agreement shall be read together with the Host Country Agreement and neither shall have the effect of limiting the provisions of the other.
2. A Working Group will be set up in Guimarães to facilitate the establishment of the Operating Unit and will commence work on a date to be agreed upon by the Parties.
3. This Agreement shall be without prejudice to the United Nations regulations, rules and directives applicable to the University.

Article 13 Entry into force, duration and termination

1. This Agreement and any amendments thereto, shall enter into force when the Parties have notified each other by exchange of letters that the respective formal procedures have been completed. Notwithstanding the retroactivity of the Agreement to the date of its signature, the Agreement shall be implemented through the adoption of the necessary acts as of the said date.
2. This Agreement shall cease to be in force:
 - (a) by mutual consent of the Portuguese Republic and the University in writing which shall state the effective date of termination; or
 - (b) if the mandate for the creation of the Operating Unit is terminated or if it is removed from the territory of the Portuguese Republic, on the understanding that the relevant provisions in connection with the orderly termination of the operations of the Operating Unit in the Portuguese Republic and the disposal of its property therein shall remain applicable as long as necessary.
3. The termination of this Agreement shall not affect the implementation of any ongoing activities or programmes, which have been agreed upon before the date of termination of this Agreement.

In witness whereof, the representatives, being duly authorized thereto, have signed this Agreement, in duplicate in the English and Portuguese languages, both texts being equally authentic, in Lisbon, Portugal on 23 May 2014.

For the United Nations University

For the Portuguese Republic

[Signed] DAVID M. MALONE
Rector

[Signed] LUÍS MIGUEL POIARES PESSOA MADURO
Minister in the Cabinet of the Prime Minister
and for Regional Development

**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 2014, Qatar and Samoa 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>
Qatar**	10 January 2014	ILO, FAO (second revised text of annex II), ICAO, UNESCO, IMF, IBRD, WHO (third revised text of annex VII), UPU, ITU, IMO (second revised text of annex XII), WIPO, UNWTO
Samoa	17 December 2014	ILO

As at 31 December 2014, there were 126 States parties to the Convention.**

2. International Labour Organization

On 25 February 2014, an agreement for extension of the “Supplementary Understanding and its Minutes of the Meeting dated 28th February, 2007”¹ was concluded and entered into force with the Government of Myanmar. This agreement extends the Supplementary Understanding relating to the role of the Liaison Officer with respect to forced labour complaints channelled through him/her.²

* United Nations, *Treaty Series*, vol. 33, p. 261.

** See also Chapter I.

*** For the list of the States parties to the Convention, 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>.

¹ International Labour Office, Developments concerning the question of the observance by the Government of Myanmar of the Forced Labour Convention, 1930 (No. 29), document GB.298/5/1, appendix. Available at http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---relconf/documents/meetingdocument/wcms_gb_298_5_1_en.pdf (accessed on 15 January 2018).

² The Supplementary Understanding is available at http://www.ilo.org/dyn/legprot/en/f?p=2200:10002:10633554624592::NO:10002:P10002_COUNTRY_ID:103159:NO (accessed on 15 January 2018).

3. Food and Agriculture Organization

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

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN AND THE FOOD AND AGRICULTURE ORGANIZATION FOR THE UNITED NATIONS (FAO) FOR THE ESTABLISHMENT OF THE FAO REPRESENTATION IN THE REPUBLIC OF UZBEKISTAN. TASHKENT, 5 JUNE 2014^{*}

The Government of the Republic of Uzbekistan (hereafter referred to as the “Government”) and the Food and Agriculture Organization of the United Nations (hereafter referred to as “FAO”), hereinafter referred to as the “Parties”;

Intending to create the necessary conditions for the accomplishment of FAO’s objectives and goals in the Republic of Uzbekistan;

Desiring to conclude an Agreement in order to set terms and conditions for the establishment of the FAO Representation in the Republic of Uzbekistan;

have agreed as follows:

Article I Goals and objectives of the FAO Representation

The main goals and objectives of the FAO Representation in the Republic of Uzbekistan are, in line with FAO Strategic Objectives and Regional Priorities, to assist the country in:

- improving the nutrition quality and living standards of the population;
- increasing the efficiency of agricultural and food products production;
- enhancing education and governance in agriculture;
- conserving natural resources and adopting advanced methods of agricultural production.

Article II Legal Status of the FAO Representation

1. The FAO Representation shall possess juridical personality and legal capacity:

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

2. The Government recognizes the right of FAO to convene meetings in the Republic of Uzbekistan, organized in concurrence with the Ministry of Foreign Affairs of the Republic of Uzbekistan. At meetings convened by FAO, the Government shall take all

^{*} In 2014, FAO concluded two other similar agreements, namely the Agreement between the Government of the Republic of Moldova and the Food and Agriculture Organization of the United Nations (FAO) for the establishment of an FAO Representation in the Republic of Moldova (concluded on 7 April 2014), and the Agreement between the Council of Ministers of the Republic of Albania and the Food and Agriculture Organization of the United Nations (FAO) for the establishment of an FAO Representation in the Republic of Albania (concluded on 1 December 2014). Supplementary agreements confirming the legal status and the privileges and immunities of FAO were also concluded in 2014 with the Republic of Turkey, the Kingdom of Spain, and the Republic of Ghana. These five agreements are not reproduced herein.

proper steps to ensure that no impediment is placed in the way of full freedom of discussion and decision.

Article III *FAO presence in the Republic of Uzbekistan*

1. The Sub-Regional Coordinator for Central Asia, residing in Turkey, shall serve as FAO Representative to the Republic of Uzbekistan, and FAO will assign to his/her office, other staff as necessary to perform his/her functions, including an Assistant FAO Representative. The FAO Representative would visit the Republic of Uzbekistan approximately four times a year to liaise with authorities in the Republic of Uzbekistan and supervise FAO activities.

2. When a new Sub-Regional Coordinator for Central Asia is appointed, FAO shall submit, at least a month before, his/her name, curriculum vitae and other relevant related data to the Government for information.

3. FAO shall provide to the Government relevant information on all expatriate staff which it proposes to assign to the FAO Representation in a timely manner. FAO shall notify the Government of the names of the staff, their family members and changes in the status of such persons.

4. The Government shall grant free of charge to FAO, and FAO shall accept, as from the entry into force and during the life of this Agreement, the use and occupancy of premises and the use of installations, office furniture and other facilities suitable for the operations of the FAO Representation, as indicated in Annex,* which forms an integral part of this Agreement.

5. The Government shall facilitate transit and, in accordance with the section 9 of article III of the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947) shall grant exemption from customs duties and from prohibitions and restrictions on imports and exports in respect of articles or any items imported by FAO for the proper functioning of the FAO Representation.

6. In a spirit of close cooperation with FAO, the Government shall take all necessary measures to facilitate the entry into the territory of the Republic of Uzbekistan, the sojourn and the departure from this territory of all FAO personnel as well as of other persons invited to the FAO Representation in the Republic of Uzbekistan on official business, as long as the travel is carried out in connection with FAO activities.

7. The FAO Representative shall be responsible for all aspects of the FAO's activities in the Republic of Uzbekistan, within the limits of the authority that is delegated to him/her, and ensure liaison with other offices of FAO, including headquarters, the Regional Office for Europe and Central Asia and the Subregional Office for Central Asia.

8. For the effective performance of his/her functions, the FAO Representative shall cooperate, in accordance with the established procedures in the Republic of Uzbekistan, with Government bodies concerned with agriculture, fishery and forestry sectors, as well as other sectors of the national economy related to these domains.

* Not reproduced herein.

9. The FAO Representation and its personnel, that are not nationals of the Republic of Uzbekistan, are accredited in accordance with the established procedures in the Republic of Uzbekistan, under the Ministry of Foreign Affairs of the Republic of Uzbekistan.

Article IV Property and assets

1. The Government shall apply to FAO's property, funds and assets, the provisions of article III of the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947).

2. Any goods and articles acquired in or imported to the Republic of Uzbekistan by the FAO Representation under exemptions provided in the paragraph 1 of this Article may be disposed of in the Republic of Uzbekistan subject to terms agreed with the Government.

Article V Communications

Regarding facilities in respect of communications, the Government shall apply to FAO the provisions of article IV of the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947).

Article VI FAO Representative

In addition to the privileges and immunities specified in Article VII of this Agreement, the Government shall grant to the FAO Representative, privileges and immunities not less favorable than those accorded to members of the diplomatic staff of the diplomatic missions of comparable rank accredited in the Republic of Uzbekistan. For this purpose, his/her name shall be incorporated in the diplomatic list. His/her spouse and dependents shall enjoy the privileges and immunities given to the spouses and dependants of the members of the staff of the diplomatic missions accredited in the Republic of Uzbekistan.

Article VII FAO Officials

1. The Government shall apply to FAO Officials, the provisions of article VI of the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947). Internationally recruited FAO Officials, that are not nationals of the Republic of Uzbekistan, will have the right to import a motor vehicle free of customs and excise duties, including value-added tax, in accordance with existing regulations of the Republic of Uzbekistan applicable to members of diplomatic missions of comparable ranks.

2. The Government will provide identification cards to FAO Officials to certify that they are entitled to the privileges, immunities, and exemptions provided for in this Agreement.

Article VIII Experts on mission

Experts performing missions for FAO, including persons performing services on behalf of FAO shall be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of their missions, including the time spent on journeys in connection with their mission. In particular, they shall be accorded the provisions of paragraph 2 of annex II of the Convention on the Privileges and Immunities of the Specialized Agencies (21 November 1947).

Article IX Laissez passer

1. The Government shall recognize United Nations *laissez-passers* issued to FAO Officials as a valid travel document equivalent to a passport. Applications for visas from the holders of United Nations *laissez-passer* shall be dealt with as speedily as possible.

2. Similar facilities to those specified in paragraph 1 of this Article shall be accorded to experts on mission and other persons who, though not being holders of United Nations *laissez-passer*, have a certificate that they are travelling on FAO business.

Article X General Provisions

1. The privileges, immunities, exemptions and facilities accorded in this Agreement are granted in the interests of FAO, and not for the personal benefit of the persons concerned. The FAO Director-General shall have the duty to waive the immunity of any person enjoying privileges and immunities under this Agreement in any case where, in his opinion, such immunity may be waived without prejudice to the overriding interests of FAO.

2. FAO shall cooperate at all times with the Government to facilitate the proper administration of justice and prevent the occurrence of any abuse in connection with the privileges, immunities and facilities accorded under the Agreement.

3. Assistance under this Agreement being provided for the benefit of the Republic of Uzbekistan, the Government shall 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 FAO, their officials or other persons performing services for FAO, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. This provision shall not apply where the Parties are agreed that a claim or liability arises from the gross negligence or willful misconduct of above-mentioned individuals.

4. All persons enjoying privileges and immunities in accordance with this Agreement shall, without prejudice to their privileges and immunities, respect the legislation of the Republic of Uzbekistan.

Article XI Supplemental Agreements

The Government and FAO may enter into such Supplemental Agreements as may be necessary within the scope of this Agreement.

Article XII Settlement of disputes

Any dispute between FAO and the Government concerning the interpretation or application of this Agreement or any Supplemental Agreements, or any question affecting the FAO Representation or the relationship between FAO and the Government which is not settled by negotiation or other agreed mode of settlement, shall be referred for final decision to arbitration of three arbitrators: one to be chosen by the FAO Director-General, one to be chosen by the Government and the third, who shall be Chairman of the arbitration, to be chosen by the first two arbitrators. Should the first two arbitrators fail to agree upon the third, such third arbitrator shall be chosen by the President of the International Court of Justice of the United Nations.

Article XIII Final Provisions

1. This Agreement shall enter into force upon signature and shall continue in force until terminated under paragraph 3 of this Article.

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. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party.

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 shall survive the termination of this Agreement to the extent necessary to permit orderly withdrawal of personnel, funds and property of FAO under this Agreement.

In witness whereof the undersigned, duly appointed representative of the Government of the Republic of Uzbekistan and of the Food and Agriculture Organization of the United Nations, respectively, have, on behalf of the Parties, signed the present Agreement in two copies in Russian and English languages, both equally authentic, at Tashkent this 5th day of June 2014.

For the Food and Agriculture
Organization of the United Nations:

For the Government of the Republic of
Uzbekistan:

[Signed]

[Signed]

(b) Agreements for hosting meetings of FAO Bodies

Agreements concerning international conferences and meetings of FAO bodies outside FAO Headquarters, containing provisions on privileges and immunities of FAO and participants based on the standard Memorandum of Responsibilities,^{*} were concluded in 2014 with the Governments of the following countries: Belgium, Cameroon, Chile, Côte d'Ivoire, Croatia, Guatemala, Greece, Indonesia, Japan, Lebanon, Malta, Mauritania, Morocco, the Netherlands, Norway, Peru, Russia, the United Arab Emirates and the United States of America.

(c) Agreements for hosting and/or sharing premises with other intergovernmental organizations

On 14 August 2014, FAO and the International Fund for Agricultural Development (IFAD) concluded an agreement for the provision by FAO of premises, administrative and logistic support to IFAD in Sierra Leone. The agreement contains provisions on privileges and immunities of FAO, IFAD, and their staff members.

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

4. United Nations Educational, Scientific and Cultural Organization

Agreement between the Kingdom of Spain and the United Nations Educational, Scientific and Cultural Organization (UNESCO) regarding the establishment of the “International Centre on Mediterranean Biosphere Reserves, Two Coastlines United by their Culture and Nature” as a category 2 centre under the auspices of UNESCO. Barcelona, 4 April 2014^{*}

The Kingdom of Spain and the United Nations Educational, Scientific and Cultural Organization, hereinafter referred to as the “Parties”,

Having regard to the resolution whereby the UNESCO General Conference seeks to favour international cooperation through the establishment of an International Centre on Mediterranean Biosphere Reserves, Two Coastlines United by their Culture and Nature, Spain;

Considering that the Director-General has been authorized by the UNESCO General Conference to conclude with the Kingdom of Spain an agreement in conformity with the draft which was submitted to the UNESCO General Conference;

Desirous of defining the terms and conditions governing the contribution that shall be granted to the said Centre in this Agreement;

Have agreed as follows:

Article 1 Definitions

1. In this Agreement, “UNESCO” refers to the United Nations Educational, Scientific and Cultural Organization.
2. “Spain” refers to the Kingdom of Spain.
3. “Centre” means International Centre on Mediterranean Biosphere Reserves, Two Coastlines United by their Culture and Nature located within the premises of the Abertis Foundation, Castellet I la Gomal, Kingdom of Spain, in accordance with the Protocol signed by Abertis Foundation and the Autonomous Authority for National Parks under the Spanish Ministry of Agriculture, Food and Environment on July 11th 2011.

Article 2 Establishment

Spain shall agree to take, in the course of the year 2014, any measures that are necessary for the establishment of the Centre under the auspices of UNESCO, as provided for under this Agreement, herein after referred to as the “International Centre on Mediterranean Biosphere Reserves, Two Coastlines United by their Culture and Nature”.

Article 3 Purpose of the Agreement

The purpose of this Agreement is to define the terms and conditions governing cooperation between UNESCO and Spain, as well as the rights and obligations of the Parties stemming therefrom.

^{*} Entered into force on 17 February 2015 in accordance with article 14.

Article 4 Legal Status

4.1 The Centre shall be independent of UNESCO.

4.2 The Centre shall have, on the territory of Spain, the functional autonomy necessary for the implementation of its activities as well as the legal capacity to:

- contract;
- institute legal proceedings; and,
- acquire and dispose of movable and immovable property.

Article 5 Constitutive Act

The Constitutive Act of the Centre must include provisions concerning:

a) the legal status granted to the Centre, within the national legal system of Spain, the legal capacity necessary to exercise its functions and to receive funds, to obtain payments for services rendered, and to acquire and dispose of property necessary for its functioning;

b) a governing structure for the Centre allowing UNESCO representation within its governing body.

Article 6 Functions/Objectives

The primary objectives of the Centre shall be to:

1. Collect, structure, synthesize and disseminate the experience acquired by biosphere reserves in the Mediterranean area, especially the Spanish ones, but also from other reserves in coastal countries and in the World Network of Biosphere Reserves.

2. Stimulate exchanges between Mediterranean biosphere reserves and facilitate their relationship with other networks. Create tools for exchanging previously acquired knowledge through dissemination, informative and training activities and demonstrations, following in the footsteps of the work of the World Network of Biosphere Reserves.

3. Help in the training of managers, scientific teams and researchers interested in biosphere reserve management.

The Centre shall undertake the following activities:

Support developing countries in the following areas:

1. those that will be helpful to developing countries in achieving sustainable development and economic growth;

2. those that will contribute to the fulfilment of international agenda and initiatives, such as Millennium Development Goals;

3. those that will promote a multidisciplinary and integrated approach to integrated nature protection and sustainable development; and,

4. other ones related to AECID (Spanish Agency for International Development Cooperation) projects of Spain and/or international development projects.

The Centre should cover the following functions:

a) determine and apply procedures to collect the most significant knowledge on biosphere reserves and other relevant networks of protected areas at both the national and international levels;

b) process collected knowledge so that it can be presented in different ways and can be used to elaborate different communication material;

c) produce and disseminate appropriate material for different beneficiaries and for the media used;

d) hold meetings and events which consider: the exchange of experiences, the systematization of knowledge, supporting the decision-making related to biosphere reserves, and the establishment of agreements in order to develop cooperation projects, mainly in the Mediterranean realm;

e) reinforce, through intellectual creation, a global dimension of the MAB Programme and of biosphere reserves, highlighting their links to the Rio+20 United Nations Conference on Sustainable Development resolutions, "The Future we Want", and to the United Nations Millennium Development Goals; and,

f) prepare publications on successful case studies and best practice guidelines to support the implementation of the sustainable management of biosphere reserves.

Article 7 Governing Board

1. The Centre's activities shall be guided and coordinated by a Governing Board, renewed every three years and whose members do not exceed nine in number, which shall be composed of:

a) one representative of the Government of Spain, belonging to the Autonomous Authority for National Parks (OAPN);

b) the director of the Centre or his/her substitute (as a non-voting member);

c) one representative of the Abertis Foundation;

d) representatives of Member States, which have sent to the Centre notification for membership and have expressed interest in being represented on the Board;

e) one representative of the Director-General of UNESCO;

f) one representative of the Scientific Board of the Spanish MAB Committee (as a nonvoting member)

Other representatives from OAPN, the Abertis Foundation and the Spanish MAB Committee may participate in the Governing Board as observers without voting rights.

2. The Governing Board shall:

a) approve the medium and long-term programmes of the Centre;

b) approve the annual work plan and budget of the Centre, including the staffing and personnel table;

c) examine the annual reports submitted by the Director of the Centre, including a biennial self-assessment of the Centre's contribution to UNESCO's programme objectives, to be presented to UNESCO;

d) adopt the rules and regulations as well as determine the financial, administrative and personnel management procedures, for the Centre in accordance with the laws of the Kingdom of Spain;

e) monitor compliance with relevant laws and regulations; and,

f) decide on the participation of regional intergovernmental organizations and international organizations in the work of the Centre and the question of their membership.

3. The Governing Board shall meet in ordinary session at regular intervals, at least once every calendar year; it shall meet in extraordinary session if convened by its Chairperson, either on his or her own initiative or at the request of the UNESCO Director-General or the majority of the members of the Governing Board.

4. The Governing Board shall adopt its own rules of procedure. For its first meeting, the procedure shall be established by the Parties.

Article 8 UNESCO's Contributions

1. UNESCO may provide assistance, as needed, in the form of technical assistance for the programme activities of the Centre, in accordance with the strategic goals and objectives of UNESCO by:

a) providing the assistance of its experts in the specialized fields of the Centre;

b) engaging in temporary staff exchanges, whereby the staff concerned will remain on the payroll of the dispatching organizations; and,

c) seconding members of its staff temporarily, as may be decided by the Director-General and on an exceptional basis, if justified by the implementation of a joint activity/project within a strategic programme priority area.

2. In the cases listed in paragraph 1 of this Article, such assistance shall not be undertaken except within the provisions of UNESCO's programme and budget, and UNESCO will provide Member States with accounts relating to the use of its staff and associated costs.

Article 9 Contributions by the Government

1. The Government of Spain shall provide all the resources, either financial or in-kind, required for the administration and proper functioning of the Centre through the Abertis Foundation under the Protocol of Collaboration signed between OAPN and the Abertis Foundation on 11 July 2011 (Ref. 1018-110851-00). Spain shall take appropriate measures in accordance with the laws and regulations of Spain, which may be required for the Centre to receive adequate funds.

2. The Centre's resources shall derive from the sums allotted by the Abertis Foundation, either financial or in-kind, required for the administration and proper functioning of the Centre, namely:

a) provide the Centre with appropriate office space, equipment and facilities;

b) entirely assume the maintenance of the premises as well as cover the cost of communications and utilities;

c) organize and cover the expenses of holding sessions of the Governing Board;

- d) make available to the Centre the administrative staff necessary for its functions, which shall include the implementation of research, studies, training and publication activities, complementing the contributions from other sources; and,
- e) finance the activities of the Centre and the renewal review assessment

Article 10 Participation

1. The Centre shall encourage the participation of Member States and Associate Members of UNESCO which, by their common interest in the objectives of the Centre, desire to cooperate with the Centre.

2. Member States and Associate Members of UNESCO wishing to participate in the Centre's activities, as provided for under this Agreement, shall send to the Centre notification to this effect. The Director shall inform the Parties to the Agreement and other Member States of the receipt of such notifications.

Article 11 Responsibility

As the Centre is legally separate from UNESCO, the latter shall not be legally responsible for the acts or omissions of the Centre, and shall not be subject to any legal process, and bear no liabilities of any kind, be they financial or otherwise, with the exception of the provisions expressly laid down in this Agreement.

Article 12 Evaluation

1. UNESCO may, at any time, carry out an evaluation of the activities of the Centre in order to ascertain:

- a) whether the Centre makes a significant contribution to the strategic goals of UNESCO; and,
- b) whether the activities effectively pursued by the Centre are in conformity with those set out in this Agreement.

2. UNESCO undertakes to submit to Spain, at the earliest opportunity, a report on any evaluation conducted.

3. Following the results of an evaluation, referred to in paragraph 2 of this Article, each of the contracting Parties shall have the option of requesting a revision of its contents or of denouncing the Agreement as envisaged in Articles 16 and 17.

Article 13 Use of UNESCO Name and Logo

1. The Centre may mention its affiliation with UNESCO. It may, therefore, use after its title the mention "under the auspices of UNESCO".

2. The Centre is authorized to use the UNESCO logo or a version thereof on its letter-headed paper and documents, including electronic documents and web pages, in accordance with the conditions established by the governing bodies of UNESCO.

Article 14 Entry into Force

This Agreement shall enter into force following its signature by the contracting parties and when they have informed each other, in writing, that all the formalities required

to that effect by the domestic law of Spain and by UNESCO's internal regulations have been completed. The date of receipt of the last notification shall be deemed to be the date of entry into force of this Agreement.

Article 15 Duration

This Agreement is concluded for a period of 4 years as from its entry into force, and shall be extended for further 4-year periods, subject to the results of the renewal review assessment and unless otherwise expressly denounced by either Party as provided for in Article 16.

Article 16 Denunciation

1. Each of the Contracting Parties shall be entitled to denounce this Agreement unilaterally.
2. The denunciation shall take effect within 30 days following receipt of the notification sent by one of the Contracting Parties to the other.

Article 17 Revision

This Agreement may be revised by consent between Spain and UNESCO.

Article 18 Settlement of Disputes

1. Any dispute between the Parties concerning the interpretation or application of this Agreement, if not settled by negotiation or any other appropriate method agreed to by the Parties, shall be submitted for final decision to an arbitration tribunal composed of three members, one of whom shall be appointed by a representative of Spain, another by the UNESCO Director-General and a third, who shall preside over the tribunal, shall be chosen by the first two. If the two arbitrators cannot agree on the choice of a third, the appointment shall be made by the President of the International Court of Justice.

The Tribunal's decision shall be final.

In witness whereof, the undersigned have signed this Agreement,

Done in Barcelona, on the 5th of April of 2014 in two original copies, in the Spanish and English languages, and all texts are equally authentic.

For The Kingdom of Spain:

For the United Nations
Educational, Scientific and
Cultural Organization:

[Signed] JUAN MANUEL DE BARANDICA Y LUXÀN
Ambassador, Permanent Delegate of Spain to
UNESCO

[Signed] IRINA BOKOVA
Director General of UNESCO

AGREEMENTS RELATING TO CONFERENCES, SEMINARS AND OTHER MEETINGS

For the purpose of holding international conferences on the territory of its member States, the United Nations Educational, Scientific and Cultural Organization (UNESCO) entered into several agreements containing 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 of property caused by the fault of staff members or agents of the Organization.

5. International Fund for Agricultural Development

Agreement between the Republic of India and the International Fund for Agricultural Development (IFAD) on the establishment of the IFAD's Country Office, signed on 27 March 2014 and 3 April 2014^{*}

Whereas the International Fund for Agricultural Development (IFAD), a Specialised Agency of the United Nations Organisation, wishes to establish a Country Office in the Republic of India to support its operation, including supervision of projects, consolidate its cooperation and linkages; be close to its partners and programmes; and manage knowledge.

Whereas the Government of the Republic of India agrees to permit the establishment of such an office.

^{*} In 2014, IFAD concluded three other similar agreements, namely *Accord entre la République du Niger et le Fonds International de Développement Agricole relative à l'établissement d'un bureau de pays* (5 March 2014), *Accord de siège entre le Fonds International de Développement Agricole (FIDA) et le Gouvernement du Burkina Faso* (7 April 2014), and General Agreement between the Ministry of Foreign Affairs, Government of Nepal and the International Fund for Agricultural Development concerning the establishment of IFAD's Country Office in Kathmandu, Nepal (29 August 2014). These three agreements are not reproduced herein.

Whereas the Republic of India acceded on 10 February 1949 to the Convention on the Privileges and Immunities of the Specialised Agencies, 1947.

Whereas the Republic of India ratified on 28 March 1977 the Agreement Establishing IFAD.

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

Article I Definitions

For the purpose of this Agreement:

- (a) "Government" means the Government of the Republic of India;
- (b) "the Fund" or "IFAD" means the International Fund for Agricultural Development;
- (c) "Office" means the International Fund for Agricultural Development's Country Office located in the Republic of India;
- (d) "IFAD officials" means the Country Representative and all other officials as specified by IFAD in accordance with article VI, section 18 of the Convention on the Privileges and Immunities of the Specialized Agencies, 1947.

Article II Juridical personality of the Fund

1. The Government recognizes the juridical personality of the Fund, and in particular its capacity:
 - (i) to contract;
 - (ii) to acquire and dispose of movable and immovable property; and
 - (iii) to be a party to 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 Republic of India.

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

6. The competent authorities of the Republic of India 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.

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

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

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

(b) exempt from custom duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the Country Office for its official use; it is understood, however, that articles imported under such exemption will not be sold in India except under conditions agreed to with the Government of the Republic of India;

2. While the IFAD's Country Office will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which forms part of the price to be paid, nevertheless if the IFAD's Country Office in India makes important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the Republic of India agrees to, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

Article VII Financial facilities

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

(a) acquire currencies and funds, hold them, use them, and have accounts in the Republic of India in Indian rupee (INR) 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 Republic of India.

Article VIII Social security

Since IFAD's officials are covered by the Fund's social security scheme or a similar scheme, the Office shall not be required to contribute to any social security scheme in the Republic of India, and the Government shall not require any member of the Office covered by the Fund's scheme to join such a scheme.

Article IX Entry, travel and sojourn

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

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

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

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

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

- (a) the Country Representative and other IFAD's officials;
- (b) all other persons invited by the Office.

6. In accordance with section 25 2.(II) of the Convention, no order to leave the country shall be issued against the persons referred to in paragraph 5 above, other than the approval of the Minister of Foreign Affairs, and such approval shall be given only after consultation of the President of IFAD; and, if expulsion proceedings are taken against an official, the President of IFAD shall have the right to appear in such proceedings on behalf of the person against whom they are instituted .

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 Republic of India:

(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 income taxation on salaries and emoluments paid by IFAD;

(c) immunity, together with their spouses and other dependents, for immigration restrictions and alien registration;

(d) exemption, together with their spouses and other dependents, from national service obligations and any other compulsory service;

(e) right to import free of duty their furniture and effects within six (6) months after first taking up their functions in the Republic of India;

(f) admission, upon their arrival or subsequently, of a motor vehicle, subject to existing regulations. Sale of such vehicles will also be governed by applicable Indian laws;

(g) the same repatriation facilities in time of international crisis as officials of comparable rank of diplomatic mission, together with their spouses and relatives dependent on them;

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

2. In addition to the immunities and privileges specified in Article XI-1, the executive head of the International Fund for Agricultural Development, including any official acting on his behalf during his absence from duty, shall be accorded in respect of himself, his spouse and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys, in accordance with international law.

Article XII General provisions

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

2. The privileges and immunities provided for in this Agreement are not designed to secure personal advantage for their beneficiaries; they are designed exclusively to ensure

that the Office may operate freely in all circumstances, and to safeguard the complete independence of the persons to whom they are granted.

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

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 Republic of India.

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

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

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 established 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. If any provision of this Agreement is inconsistent with a provision of the Convention or of the Agreement Establishing IFAD, the provision of the Convention or of the Agreement Establishing IFAD shall govern.

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

3. 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.

4. 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.

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

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

Article XIV Entry into force and revision

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

2. This Agreement will remain in force while the Office remains established in the Republic of India and may be terminated by either party upon giving six (6) months period notice of its intention to terminate the Agreement.

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

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

In witness whereof the undersigned duly authorised representatives of the Government and the Fund respectively have, on behalf of both parties, signed the present Agreement in English in two original copies.

For the Government of the Republic of
India

[Signed]

ARVIND MAYARAM

Secretary, Department of Economic
Affairs, Ministry of Finance

Date: 27.3.2014

For the International Fund for
Agricultural Development

[Signed]

KANAYO F. NWANZE

President of the International Fund for
Agricultural Development

Date: 03.04.2014

6. United Nations Industrial Development Organization

The United Nations Industrial Development Organization (UNIDO) concluded various agreements which came into force in 2014 that contained provisions relating to the legal status, privileges and immunities of UNIDO.

(a) Contribution agreement between the United Nations Industrial Development Organization and the European Union regarding the implementation of a project entitled “West Africa Quality System—Support for the implementation of the quality policy of ECOWAS”, Abuja and Vienna on 11 and 27 August 2014^{*}

Article 1 Purpose

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

ANNEX II GENERAL CONDITIONS APPLICABLE TO EUROPEAN UNION CONTRIBUTION AGREEMENTS WITH INTERNATIONAL ORGANIZATIONS

Article 3 Liability

3.1 The Organization shall have sole responsibility for complying with all legal obligations incumbent on it.

3.2 The Contracting Authority may not under any circumstances or for any reason whatsoever be held liable for damage or injury sustained by the staff or property of the Organization while the Action is being carried out, or as a consequence of the Action. Therefore, the Contracting Authority may not accept any claim for compensation or increases in payment in connection with such damage or injury.

3.3 Subject to the rules governing the Organization’s privileges and immunities, the Organization shall assume sole liability towards third parties, including liability for damage or injury of any kind sustained by them in respect of or arising out of the Action. The Organization shall discharge the Contracting Authority of all liability associated with any claim or action brought as a result of an infringement by the Organization or the Organization’s employees or individuals for whom those employees are responsible for rules or regulations, or as a result of violation of a third party’s rights.

Article 13 Settlement of Disputes

13.1 The Parties shall endeavour to settle amicably any dispute or complaint relating to the interpretation, application or fulfilment of this Agreement, including its existence,

^{*} Entered into force on 27 August 2014.

^{**} Not entirely reproduced herein.

^{***} Not reproduced herein.

validity or termination. In default of amicable settlement, any Party may refer the matter to arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organisations and States in force at the date of conclusion of this Agreement.

13.2 The appointing authority shall be the Secretary General of the Permanent Court of Arbitration following a written request submitted by either Party. The Arbitrator's decision shall be binding on all Parties and there shall be no appeal.

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

(b) Financial procedures agreement between the United Nations Industrial Development Organization and the International Bank for Reconstruction and Development, as Trustee of the Special Climate Change Fund, signed on 23 September 2014*

Article XIII Dispute Resolution

Section 13.1 This Agreement has been developed and finalized in a spirit of mutual cooperation and assistance. If any dispute arising out of or relating to this Agreement cannot be settled by agreement of the Trustee and UNIDO, the Trustee and UNIDO, in consultation with the CEO, will inform the SCCF Council and may seek the SCCF Council's advice with respect to a resolution.

(c) Letter of agreement between the United Nations Industrial Development Organization and the Government of the Lao People's Democratic Republic regarding the implementation of a project entitled "Strengthening national quality infrastructure and industrial statistics in the Lao People's Democratic Republic", signed in Vienna on 9 and 27 October 2014**

11. *Privileges and Immunities.* The Government shall apply to the Agency, including its organs, property, funds and assets, and to its officials, including the Agency's Representative in Lao People's Democratic Republic, and his or her staff in the country, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies accessed by the Lao People's Democratic Republic on 9 August 1960. In addition, the Government agrees to apply *mutatis mutandis* to the Agency and, in particular, to the activities detailed in Annex III hereto,*** the provisions of the Agreement concerning assistance by the United Nations Development Programme to the Government of the Lao People's Democratic Republic Government of 10 October 1988. Nothing in this LOA shall be deemed a waiver of any privileges and immunities of the Agency.

* Entered into force on 23 September 2014.

** Entered into force on 27 October 2014.

*** Not reproduced herein.

(d) Administrative agreement between the United Nations Industrial Development Organization and the Norwegian Ministry of Foreign Affairs regarding the implementation of a project in Sudan entitled “Building institutional capacities for the sustainable management of the marine fishery in the Red Sea State”, signed Khartoum and Vienna on 8 and 10 December 2014*

Project Document

H. Legal Context

The present project is governed by the provisions of the Standard Basic Cooperation Agreement between the Government of the Republic of Sudan and UNIDO, signed on 8 March 1988.

* Entered into force on 10 December 2014.