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UNITED NATIONS JURIDICAL YEARBOOK

2015

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**

Timor-Leste and Saudi Arabia acceded to the Convention on 23 January 2015 and 3 September 2015, respectively. As at 31 December 2015, there were 162 States parties to the Convention.***

2. Agreements relating to missions, offices and meetings

(a) Agreement between the United Nations and the Government of the Republic of Liberia on the Status of the United Nations Mission for Ebola Emergency Response****

I. DEFINITIONS AND COMPOSITION

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

(a) “The Mission” means the United Nations Mission for Ebola Emergency Response (UNMEER) established by the Secretary-General of the United Nations in his identical letters to the Presidents of the Security Council and the General Assembly of 17 September 2014 and welcomed by the General Assembly in its resolution 69/1 of 19 September 2014.

(i) The “Secretary-General’s Special Envoy” means the Special Envoy appointed by the Secretary-General of the United Nations, in consultation with the Director-General of the World Health Organization (hereinafter, “WHO”);

* 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 12 January 2015 by signature, in accordance with article XI. United Nations registration no. I-52478.

(ii) The “Special Representative of the Secretary-General means the Special Representative appointed by the Secretary-General (hereinafter, the “SRSG”) who shall also be the Head of the Mission. Any reference to the SRSG in this Agreement shall, except in paragraph 29 below, include any member of the Mission to whom he or she delegates a specified function or authority. It shall also include, including in paragraph 29 below, any member of the Mission whom the Secretary-General of the United Nations may designate as acting SRSG.

(b) A “member of the Mission” means the Special Representative of the Secretary-General and any member of the Mission including officials, experts on mission and other personnel of the United Nations and its funds and programmes, or of United Nations System Organizations;

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

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

(e) “The United Nations 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 Republic of Liberia is a Party;

(f) “The Specialized Agencies Convention” means the Convention on the Privileges and Immunities of the Specialized Agencies^{**} adopted by the General Assembly of the United Nations on 21 November 1947;

(g) A “contributing State or organization” means a Member State of the United Nations or an intergovernmental organization (other than a United Nations System Organization), or a nongovernmental organization designated by the SRSG, providing personnel, equipment, services, provisions, supplies, materials or other goods, including spare parts and means of transport, including vehicles, aircraft and vessels, as well as medical items, equipment or supplies, to or for the purposes of the Mission; Such contributing States and organizations shall not be considered third party beneficiaries to this Agreement;

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

(i) “Vehicles” means civilian and military vehicles in use by or for purposes of the Mission and operated by members of the Mission, contributing States or organizations or contractors in support of the activities and purposes of the Mission;

(j) “Aircraft” means civilian and military aircraft in use by or for purposes of the Mission and operated by members of the Mission, contributing States or organizations or contractors in support of the activities and purposes of the Mission;

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

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

(k) “Vessels” means civilian and military vessels in use by or for purposes of the Mission and operated by members of the Mission, contributing States or organizations or contractors in support of the activities and purposes of the Mission;

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 and for purposes of the Mission or to any member thereof or to contractors thereunder shall apply in the Republic of Liberia.

3. Without prejudice to existing agreements regarding their legal status and operations in the Republic of Liberia, 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 perform functions in relation to or for purposes of the Mission.

4. Without prejudice to existing agreements regarding their legal status and operations in the Republic of Liberia, the provisions of the present Agreement shall apply to the United Nations System Organizations, their property, funds and assets and their officials and experts on mission that perform functions in relation to or for purposes of the Mission.

5. Without prejudice to existing agreements regarding their legal status and operations in the Republic of Liberia, the provisions of the present Agreement, where so provided, shall also apply, *mutatis mutandis*, to contributing States or other organizations, their personnel, services, equipment, provisions, supplies, materials or other goods, including spare parts and means of transport, including vehicles, aircraft and vessels provided to or for the purposes of the Mission.

III. APPLICATION OF THE UNITED NATIONS GENERAL CONVENTION

6. The 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 United Nations General Convention in addition to any privileges and immunities that may be conferred to the WHO and other specialized agencies under the Specialized Agencies Convention. In addition, the Secretary-General’s Special Envoy as well as the SRSG and all members of the Mission shall be accorded the same repatriation facilities in time of international crisis as diplomatic envoys.

7. Article II of the United Nations General Convention shall apply to the Mission and to the property, funds and assets of contributing States and organizations used for purposes of the Mission.

IV. STATUS OF THE MISSION

8. The 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 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 Mission and its members shall respect all local laws and regulations. The SRSG shall take all appropriate measures to ensure the observance of these obligations.

9. The Government undertakes to respect the exclusively international nature of the Mission. Flags, markings and identification

10. The Government recognizes the right of the United Nations and the United Nations System Organizations to display their respective flags on the headquarters of the Mission and its other premises and on vehicles, aircraft and vessels and otherwise as decided by the SRSG. Other flags or pennants may be displayed only in exceptional cases. In such cases, the Mission shall give sympathetic consideration to observations or requests of the Government.

11. Vehicles, aircraft and vessels of the Mission shall carry a distinctive United Nations identification and/or United Nations System Organization identification, which shall be notified to the Government.

Communications

12. In addition to the privileges and immunities enjoyed by the United Nations and the other United Nations System Organizations respectively under the United Nations General Convention and the Specialized Agencies Convention, the Mission shall enjoy in the territory for its official communications treatment not less favourable than that accorded by the Government 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 Mission. All communications directed to the Mission and all outward communications of the Mission, by whatever means or whatever form transmitted, shall be unrestricted and inviolable. The Mission shall have the right to use codes and to dispatch and receive its correspondence and other official communications by courier or in bags, which shall have the same privileges and immunities as diplomatic couriers and bags.

13. Subject to the provisions of paragraph 12:

(a) The 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 Republic of Liberia and abroad. Programmes broadcast on such stations shall be under the exclusive editorial control of the Mission and shall not be subject to any form of censorship. The Mission shall make the broadcast signal of such stations available to the national broadcaster upon request for further dissemination through the 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 cooperation with the Government. If no decision has been reached two (2) working days after the matter has been raised by the SRSG with the Government, the Government shall immediately allocate suitable frequencies for use by such stations. The 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 Mission shall have the right to disseminate to the public in the Republic of Liberia and to the public abroad information relating to its mandate and its role through any means, including electronic media, websites, social media, webcasts, data feeds and

online and messaging services, including short messaging services (SMS) as well as through radio and television programmes. The content of data disseminated through such media shall be under the exclusive editorial control of the Mission and shall not be subject to any form of censorship. The Mission 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) The Mission shall have the right to disseminate to the public in the Republic of Liberia and to the public abroad information relating to its mandate and its role through official printed documents and publications, which it may produce itself or through private publishing companies in the Republic of Liberia. The content of such documents and publications shall be under the exclusive editorial control of the United Nations and shall not be subject to any form of censorship. The 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 Republic of Liberia which the Mission may use for the production, publication or dissemination of such materials or publications.

(d) The Mission shall have the right to install and operate radio sending, receiving and repeater stations, as well as satellite systems, in order to connect appropriate points within the territory of the Republic of Liberia with each other and with United Nations and United Nations System offices in other countries, and to exchange telephone, voice, facsimile and other electronic data with United Nations and United Nations System global telecommunications 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 two (2) working days after the matter has been raised by the SRSG with the Government, the Government shall immediately allocate suitable frequencies to the Mission for this purpose. The 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 Mission shall enjoy, within the territory of the Republic of Liberia, 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 Mission or of the United Nations and United Nations System Organizations 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 aforementioned premises) shall be decided upon in cooperation with the Government and shall be allocated expeditiously. The Government shall, within two (2) working days of being so requested by the SRSG, allocate suitable frequencies for this purpose. The Mission shall be exempt from any taxes on and fees for the allocation of frequencies for this purpose, as well as from any taxes on and fees for their use. Connections with the local telephone and electronic data systems

* League of Nations, *Treaty Series*, vol. 151, p. 5.

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 Mission may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the 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 Mission or its members. In the event that postal arrangements applying to private mail of members of the 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

14. The 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 Mission or of contributing States or organizations for purposes of the Mission, shall enjoy full and unrestricted freedom of movement without delay throughout the Republic of Liberia 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 14(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 Republic of Liberia, be coordinated with the Government to the extent possible.

(b) Not later than two (2) working days after this Agreement enters into force, the Government shall inform the SRSG of the standing diplomatic clearance number for the aircraft of the Mission, including aircraft of contractors used exclusively in the performance of services for the Mission or of contributing States or organizations for purposes of the Mission. When using its own aircraft, including aircraft of contractors used exclusively in the performance of services for the Mission, the Mission shall provide the Government with a flight plan prior to entering the airspace of the Republic of Liberia, 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 Mission from the last airfield prior to entering the airspace of the Republic of Liberia, unless the Mission has given less than three (3) hours notice of its flight's departure.

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

16. The Mission's vehicles, aircraft and vessels, including vehicles, aircraft and vessels of contractors used exclusively in the performance of services for the Mission or of contributing States and organizations for purposes of the Mission, shall not be subject to registration or licensing by the Government, provided that all vehicles, aircraft and vessels shall carry third party insurance. The Mission shall provide the Government, from time to time, with updated lists of the Mission's vehicles, aircraft and vessels. Upon request, the Government shall provide parking, servicing and fuel as required by the Mission for its

vehicles, aircraft and vessels, including vehicles, aircraft and vessels of contractors used exclusively in the performance of services for the Mission. Without prejudice to paragraph 17 below, the Mission shall bear the cost of such fuel and services, if any.

17. The 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 Mission or of contributing States or organizations for purposes of the 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 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 Mission

18. The 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. As provided for in paragraph 6 of the present Agreement, the 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 United Nations General Convention and the Specialized Agencies Convention respectively. Its Contractors as well as contributing States and organizations shall enjoy the facilities provided for in specific provisions of 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 Mission, including the equipment and samples carried by the Mission members and any information generated, received, stored or processed by the Mission;

(b) The Mission may, free of any duty, taxes, fees and charges and free of other prohibitions and restrictions, transfer funds and currencies to or from the Republic of Liberia, to or from any other State, or within the Republic of Liberia, and convert any currency held by it into any other currency;

(c) The right of the Mission, as well as of its contractors and of contributing States and organizations, 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 Mission or in the case of contributing States and organizations for purposes of the Mission. For this purpose, the Government agrees to expeditiously establish, at the request of the Mission, temporary customs clearance facilities for the Mission, and its contractors as well as for contributing States and organizations, at locations in the Republic of Liberia convenient for the Mission not previously designated as official ports and points of entry to the Republic of Liberia;

(d) The right of the Mission as well as of its contractors as well as of contributing States and organizations, 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 or for purposes of the Mission;

(e) The right of the Mission, as well as of its contractors as well as of contributing States and organizations, 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 of the Republic of Liberia 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 Mission and the Government at the earliest possible date.

V. FACILITIES FOR THE MISSION AND ITS CONTRACTORS

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

19. The Government shall provide, to the extent possible without cost to the Mission, in agreement with the SRSG, 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 Mission, including the establishment of the necessary facilities for maintaining communications in accordance with paragraph 13 of the present Agreement. Without prejudice to the fact that all such premises remain territory of the Republic of Liberia, they shall be inviolable and subject to the exclusive control and authority of the United Nations. The Government shall guarantee unimpeded access to such premises.

20. The Government undertakes to assist the 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 are not provided free of charge, payment shall be made by the Mission on terms to be agreed with the competent authority. 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 the Mission as to essential government services.

21. The 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.

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

Provisions, supplies and services, and sanitary arrangements

23. 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 as well as medical items, equipment and supplies, used in support of or for purposes of the Mission, including in respect of import by contractors and by contributing States and organizations, 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 and without the payment of monetary contributions, duties, fees, charges or taxes.

24. The Government shall assist the Mission 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 Mission or by contractors for the official and exclusive use of the 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 Mission and contractors from general sales taxes in respect of all local purchases for official use. In making purchases on the local market, the 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.

25. For the proper performance of the services provided by contractors and contributing States and organizations, other than Liberian nationals resident in the Republic of Liberia, in support of or for purposes of the Mission, the Government agrees to exempt them from any necessary visas, permits, registrations and licenses and to provide them with facilities for their entry into and departure from the Republic of Liberia, without delay or hindrance, as well as for their repatriation in times of crisis. Contractors, other than Liberian nationals resident in the Republic of Liberia, as well as contributing States and organizations, shall be accorded exemption from taxes and monetary contributions in the Republic of Liberia on services, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport, provided to or for purposes of the Mission, including corporate, income, social security and other similar taxes arising directly from or related directly to the provision of such services or goods.

26. The Mission 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. In particular, the Government shall provide the 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

27. The Mission may recruit locally such personnel as it requires. Upon the request of the SRSG, the Government undertakes to facilitate the recruitment of qualified local staff by the Mission and to accelerate the process of such recruitment.

Currency

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

VI. STATUS OF THE MEMBERS OF THE MISSION

Privileges and immunities

29. The Secretary-General's Special Envoy as well as the SRSG and such other high-ranking members of the Mission as may be agreed upon with the Government shall have the status specified in Sections 19 and 27 of the United Nations General Convention, including the privileges and immunities, exemptions and facilities accorded to diplomatic envoys, in accordance with international law.

30. Officials of the United Nations assigned to serve with the Mission, as well as United Nations Volunteers, who shall be assimilated thereto, shall remain officials of the United Nations entitled to the privileges and immunities of Articles V and VII of the United Nations General Convention. Officials of the United Nations System Organizations shall remain officials of their respective specialized agency entitled to the privileges and immunities of Articles VI and VIII of the Specialized Agencies Convention.

31. Without prejudice to the privileges and immunities that they may otherwise enjoy under the Specialized Agencies Conventions, the experts on mission of the United Nations Systems Organizations whose names are for that purpose notified to the Government by the SRSG shall be considered as experts on mission within the meaning of Article VII of the United Nations General Convention and shall enjoy the privileges, immunities, exemptions and facilities set out in that Article and in Article VIII of the United Nations General Convention.

32. Other persons and experts, engaged by the Mission, other than United Nations officials, whose names are for that purpose notified to the Government by the SRSG shall be considered as experts on mission within the meaning of Article VI of the United Nations General Convention and shall enjoy the privileges, immunities, exemptions and facilities set out in that Article V and in Article VII of the United Nations General Convention.

33. Locally recruited personnel of the Mission, with the exception of those assigned to hourly rates, 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 United Nations General Convention.

34. Members of the Mission shall be exempt from taxation in respect of salaries and emoluments paid to them by the United Nations or from their respective United Nations System Organization and any income received from outside the Republic of Liberia. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

35. Members of the 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 Republic of Liberia required by them by reason of their presence in the Republic of Liberia with the

Mission. Special facilities shall be granted by the Government for the speedy processing of entry and exit for the Republic of Liberia for all members of the Mission upon prior written notification by the SRSG. On departure from the Republic of Liberia, members of the Mission may take with them such funds that were received by them in pay and emoluments from the United Nations or from their respective United Nations System Organization, any unspent funds that the members of the Mission have brought into the Republic of Liberia in connection with the conduct of activities for the Mission.

Entry and departure

36. Subject to paragraph 38, the Secretary-General's Special Envoy as well as the SRSG and members of the Mission shall, whenever so required, have the right to enter into and depart from the Republic of Liberia.

37. The Government undertakes to facilitate the entry into and departure from the Republic of Liberia, without delay or hindrance, of the Secretary-General's Special Envoy, the SRSG and members of the Mission and shall be kept informed of such movement. For that purpose, the SRSG and members of the 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 Republic of Liberia.

38. For the purpose of such entry or departure, members of the 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 Executive Head of any United Nations System Organization, or the SRSG; and (b) a personal identity card issued in accordance with paragraph 40 of the present Agreement, except in the case of first entry, when the United Nations *laissez-passer*, national passport, or personal identity card issued by the United Nations or any United Nations System Organization shall be accepted in lieu of the said identity card.

39. The Government undertakes to also facilitate the entry into and departure from the Republic of Liberia, without delay or hindrance, of the contractors as well as contributing States and organizations and their respective personnel travelling for purposes of the Mission.

Identification

40. The SRSG shall issue to each member of the Mission before or as soon as possible after such member's first entry into the Republic of Liberia, 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 38 of the present Agreement, that identity card shall be the only document required of a member of the Mission for the purpose of identification.

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

Uniforms and arms

42. Military personnel of contributing States supporting the mission shall wear, while performing official duties, the national military uniform of their respective States

with appropriate United Nations or UNMEER accoutrements. Solely for the purpose of their inherent right of self-defence, military personnel may possess and carry arms, ammunition as well as military and other related equipment, while on official duty in accordance with their orders. United Nations Security Officers and Field Service officers may wear the United Nations uniform. The wearing of civilian dress by the afore-mentioned members of the Mission may be authorized by the SRSG at other times. United Nations Security Officers and United Nations close protection officers designated by the SRSG, as well as contractors providing security services to the Mission, if any, 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, 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 SRSG. The SRSG may also authorize military or police advisers assigned to serve with the Mission, if any, to wear uniforms and/or to carry arms.

Permits and licenses

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

44. 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 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.

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

Arrest and transfer of custody, and mutual assistance

46. The SRSG shall take all appropriate measures to ensure the maintenance of discipline and good order among members of the Mission, including locally recruited personnel.

47. Subject to the provisions of paragraphs 29 to 33, officials of the Government may take into custody any member of the Mission only when so requested by the Secretary-General of the United Nations or the SRSG.

48. When a person is arrested or taken into custody under paragraph 47, the 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.

49. The 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 47.

Safety and security

50. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel^{*} are applied to and in respect of the Mission, 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 Republic of Liberia, of the 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 Mission and its associated personnel and their equipment and premises from any attack or action that would prevent them from performing their duties. This is without prejudice to the fact that all premises of the Mission are inviolable and subject to the exclusive control and authority of the United Nations;

(ii) if members of the 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 United Nations or to the 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 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 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 50 (iii) above:

^{*} United Nations, *Treaty Series*, vol. 2051, p. 363.

- (a) when the crime was committed on the territory of the Republic of Liberia;
- (b) when the alleged offender is a national of the Republic of Liberia;
- (c) when the alleged offender, other than a member of the Mission, is present in the territory of the Republic of Liberia, 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 50 (iii) above who are present in the territory of the Republic of Liberia (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 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.

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

Jurisdiction

52. In addition to any privileges and immunities that they may otherwise enjoy, all members of the Mission, including 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 Mission and after the expiration of the other provisions of the present Agreement.

53. Should the Government consider that any member of the Mission has committed a criminal offence, it shall promptly inform the SRSG and present to him or her any evidence available to it. Subject to the provisions of paragraphs 29 to 33, the SRSG shall conduct any necessary supplementary inquiry, including any determination concerning immunities by the Secretary-General of the United Nations or the Executive Head of the relevant United Nations System Organization, 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 58 of the present Agreement. In the event that criminal proceedings are instituted in accordance with the present Agreement, the courts and authorities of the Republic of Liberia shall ensure that the member of the 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 Covenant⁷), to which the Republic of Liberia is a party, and that, in the event that he or she is convicted, the death penalty shall not be required or pronounced; the authorities of the Republic of Liberia 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.

54. If any civil claim is lodged against a member of the Mission before any court in the Republic of Liberia, the SRSG shall be notified immediately and, subject to a

determination by the Secretary-General of the United Nations or the Executive Head of the relevant United Nations System Organization, 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 SRSG certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 57 of the present Agreement shall apply.

(b) If the SRSG certifies that the proceeding is not related to official duties, the proceeding may continue. In that event, the courts and authorities of the Republic of Liberia shall grant the member of the 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 SRSG certifies that a member of the 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 Mission that is certified by the SRSG 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 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

55. The SRSG 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 the Mission who dies in the Republic of Liberia, as well as that member's personal property located within the Republic of Liberia, in accordance with relevant United Nations procedures including any relevant procedures to which the United Nations has agreed in the context of the Incident Management Team.

VII. LIMITATIONS ON LIABILITY

56. The Government shall be responsible for dealing with, and hold the United Nations, its funds and programmes and the United Nations Systems Organizations harmless in respect of any claims, including third-party claims, relating to the Ebola virus disease.

57. Subject to paragraph 56 above, The Government shall also be responsible for dealing with, and hold the United Nations, its funds and programmes and the United Nations Systems Organizations harmless in respect of any claims, including third party claims, unless the relevant Organization agrees that such claims arise from or are directly attributable to the gross negligence or wilful misconduct of that Organization, 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 United Nations, its funds and programmes and the United Nations Systems Organization, their respective officials or experts on mission, shall be settled through the procedures provided in paragraph 58 below, 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, 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 Mission. Upon determination of liability as provided in this Agreement, the United Nations or the relevant United Nations System Organization 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 Organizations of the United Nations System and their officials and experts on mission.

58. Subject to paragraph 56 and 57 above, any third party claim of a private law character, not resulting from the operational necessity of the Mission, to which the Mission or any member thereof is a party and over which the courts of the Republic of Liberia do not have jurisdiction because of any provision of the present Agreement, shall be settled in accordance with the applicable procedures of the United Nations or the relevant United Nations System Organization for the settlement of disputes.

VIII. SETTLEMENT OF DISPUTES

59. Subject to paragraphs 56 to 58 above, all other disputes between the 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 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 Secretary-General of the United Nations, in consultation with the relevant United Nations System Organizations, shall appoint one arbitrator and the Government shall appoint one arbitrator of the tribunal and the two arbitrators shall agree on the third who shall be the chairman. 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 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 creation 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 Mission, the SRSG 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.

60. All differences between the United Nations and the Government arising out of the interpretation or application of the present arrangements concerning the United Nations General Convention shall be dealt with in accordance with the procedure set out in Section 30 of that Convention. Any differences between the United Nations and/or a United Nations System Organization and the Government arising out of the interpretation or application of the present arrangements concerning the Specialized Agencies Convention shall be dealt with in accordance with the procedure set out in Section 32 of that Convention.

IX. SUPPLEMENTARY ARRANGEMENTS

61. The United Nations and the Government may conclude supplementary arrangements to the present Agreement.

X. LIAISON

62. The SRSB and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

XI. MISCELLANEOUS PROVISIONS

63. Wherever the present Agreement refers to privileges, immunities and rights of the Mission and to facilities that the Government or the Republic of Liberia undertakes to provide, 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.

64. The present Agreement shall enter into force immediately upon signature by or for the Government and the Secretary-General of the United Nations. If there is more than one date of signature, the latest date shall be the date from which this Agreement shall become effective.

65. The present Agreement shall remain in force until the departure of the final element of the Mission from the Republic of Liberia, except that:

(a) The provisions of paragraphs 52,55,56,57 and 58 shall remain in force;

(b) The provisions of paragraphs 59 and 60 shall remain in force until all claims made in accordance with the provisions of paragraph 59 have been settled.

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 Monrovia, in two original copies in the English language, on 12 January 2015.

For the United Nations

For the Government of the Republic
of Liberia

[Signed] PETER GRAAFF

[Signed] AUGUSTINE KPEHE NGAFUAN

Ebola Crisis Manager

Minister of Foreign Affairs

Liberia Office of the United Nations Mission
for Ebola Emergency Response

Government of the Republic of Liberia

(b) Agreement between the United Nations and Burundi concerning the status of the United Nations Electoral Observation Mission in Burundi (MENUB)*

PREAMBLE

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

Having regard to Security Council resolution 2137 (2014) dated 13 February 2014 on the situation in Burundi,

Recalling that, in that resolution, the Security Council took note of the request of the Government of Burundi for a United Nations electoral observer mission before, during and after the 2015 elections in Burundi; requested the Secretary-General to establish such a mission to follow and report on the electoral process in Burundi immediately at the end of the mandate of the United Nations Office in Burundi (BNUB); and required that mission to report to the Secretary-General and the Secretary-General to the Security Council before, during and after the 2015 elections,

Reaffirming that the said Mission shall be objective, impartial, neutral and independent,

Have agreed as follows:

DEFINITIONS

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

(a) "Mission" means the United Nations electoral observer mission in Burundi, entrusted with following the electoral process, established by the United Nations Secretary-General pursuant to Security Council resolution 2137 (2014) dated 13 February 2014, and consisting of:

(i) The "Special Envoy and Head of Mission" designated by the United Nations Secretary-General. Except in paragraph 20 below, any mention of the Special Envoy in this Agreement shall refer exclusively to the head, not the other members, of the electoral Mission;

The powers of the Mission and of its members shall be limited to electoral observation.

(ii) The United Nations officials assigned by the Secretary-General to the service of the Mission;

(iii) United Nations volunteers assigned to the Mission;

(iv) Persons other than United Nations officials performing tasks for the Mission;

(b) "Members of the Mission" means the Special Envoy and the other members referred to in paragraphs 1 (a), (ii), (iii) and (iv);

(c) "Government" means the Government of the Republic of Burundi;

* Entered into force 21 January 2015 by signature, in accordance with paragraph 54. United Nations registration no. I-52474.

(d) “Territory” means the territory of the Republic of Burundi;

(e) “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 Burundi is a party;

(f) “Contractors” means individuals and legal entities and their employees, other than members of the Mission, that the United Nations engages, through contracts signed in due form in line with United Nations rules, to perform services or provide equipment, provisions, supplies, materials and other goods in support of the activities of the Mission. Such contractors shall not be considered as third parties enjoying benefits conferred to them legally under the terms of this Agreement;

(g) “Vehicle” means the vehicles used by the Mission and operated by the Mission or its members;

(h) “Covenant” means the International Covenant on Civil and Political Rights,^{*} adopted by the General Assembly of the United Nations on 16 December 1966 and to which the Republic of Burundi is a party.

IMPLEMENTATION OF THIS AGREEMENT

2. Unless specifically provided otherwise, the provisions of this Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to the Mission or any member thereof or to contractors shall apply in the territory of Burundi.

IMPLEMENTATION OF THE CONVENTION

3. The Mission, its property, funds and assets, and its members shall enjoy the privileges and immunities specified in this Agreement as well as those provided for in the Convention, to which Burundi is a party.

STATUS OF THE MISSION

4. The 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 this Agreement. They shall respectfully the laws and regulations of the host country. The Special Envoy, who exercises authority over the members of the Mission, shall take all appropriate measures to ensure the observance of these obligations.

5. The Government shall respect the exclusively international status of the Mission.

Privileges and immunities of the Mission

6. The Government shall recognize the right of the Mission to display within Burundi the United Nations flag and to affix identifying signs of the United Nations on the Mission’s premises. Vehicles in the service of the Mission shall carry a distinctive United Nations identification, which shall be notified to the Government.

^{*} United Nations, *Treaty Series*, vol. 999, p. 171 and vol. 1057, p. 407.

7. The Mission shall enjoy the facilities in respect to communications specified in article III of the Convention. Issues with respect to communications which may arise and which are not specifically provided for in this Agreement shall be dealt with pursuant to the relevant provisions of the Convention.

8. Subject to the provisions of paragraph 7:

(a) The Mission shall have the right to install and operate radio sending and receiving stations, relay stations, microwave telecommunication systems and satellite systems, in order to connect appropriate points within the territory of Burundi 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 United Nations telecommunication services shall be operated in accordance with the International Telecommunication Convention and the Radiocommunications regulations. The frequencies on which such stations and systems may operate shall be decided upon in cooperation with the Government. If no decision has been reached 15 working days after the matter has been raised by the Mission with the Government, the Government shall immediately allocate frequencies that are suitable for the exploitation of the stations and the systems. The Mission shall be exempt from any taxes on and fees for the allocation of frequencies to these stations or their use.

(b) The Mission shall enjoy, in the territory of Burundi, 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 its premises, including the laying of cables and land lines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The radio frequencies used shall be decided upon in cooperation with the Government and attributed promptly. It is understood that connections with the local telephone, fax and other electronic data transmission networks may be made only after consultation with the Government. The Mission shall be exempt from any taxes on and fees for the allocation or use of frequencies. Connections with the local telephone and electronic data transmission networks may be made only after consultation with the Government and in accordance with arrangements agreed upon in common. Use of the said networks shall be billed at the most favourable rates.

(c) The Mission may make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of the 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 Mission or its members. In the event that postal arrangements applying to private mail of members of the Mission 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.

9. The Mission, its members and contractors, together with their vehicles, including contractors' vehicles used exclusively in the performance of services for the Mission, and the relevant equipment shall enjoy freedom of movement without delay in the Burundian territory as a whole. The Government recognizes that the Mission and its members accredited by the National Independent Electoral Commission of Burundi (NIEC) as electoral observers shall have the right to access all premises of NIEC and its departments subject to prior request to the Office of NIEC. The Government shall provide the Mission with any

necessary maps or other information, relating in particular to the location of minefields or other dangers and impediments, which may facilitate the Mission's movements.

10. Vehicles shall not be subject to registration or licensing by the Government, it being understood that all vehicles shall carry civil liability insurance required under international law, including compulsory vehicle liability insurance. Other compensation methods for cases not covered by such insurance shall be provided for within the framework of United Nations substantive law in accordance with paragraph 45 of this Agreement.

11. The Mission and its members and contractors, subject to presentation of the contracts signed with the Mission, including those used exclusively in the performance of services for the Mission, may use roads and bridges without payment of any fees, tolls or charges. The Mission shall not claim exemption from charges which are in fact charges for services rendered, it being understood that such payments shall be calculated at the going market rates.

12. As an entity representing the United Nations, the Mission shall enjoy the status, privileges and immunities of the United Nations in accordance with the Convention. In particular, the Government shall recognize:

(a) The right of the Mission and the contractors in possession of contracts duly concluded with the Mission to import, free of customs and subject to no prohibition or restriction, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport and telecommunications equipment referred to in paragraphs 8 (a) and (b), intended for exclusive and official use by the Mission;

(b) The right of the Mission and the contractors to import and clear through customs, free of customs and subject to no prohibition or restriction, equipment, provisions, supplies, fuel, materials and other goods, including spare parts and means of transport and the telecommunications equipment referred to in paragraphs 8 (a) and (b), intended for exclusive and official use by the Mission.

(c) The right of the Mission and the contractors to re-export, free of customs and subject to no prohibition or restriction, or to transfer in another manner, any goods and equipment, including spare parts, means of transport and telecommunications equipment, insofar as they are still usable, and all unconsumed provisions, supplies, materials, fuel and other goods so imported or cleared through customs which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of Burundi or to an entity designated by them. The Mission shall communicate to the Government beforehand a list of the materials and items referred to in this provision.

The Mission and the Government shall, as soon as possible, agree upon a mutually satisfactory procedure, including documentation so that such importation, clearances, transfer or exportation may be effected with the least possible delay.

13. If the Mission faces difficulties in securing premises, the Government, at the request of the Mission, shall make every effort to help the Mission to secure such premises as maybe necessary for the conduct of its operational and administrative activities. Although located in the territory of Burundi, all premises of the Mission shall be inviolable and subject to the authority of and exclusive control by the United Nations. The Government shall guarantee free access to such premises. Solely the Special Envoy shall be entitled to authorize Government officials or any other person who is not a member of the Mission to enter the premises in question.

14. The Government shall make every effort to assist the Mission in securing water, electricity and other necessary facilities at the most favourable rates and, in the event of interruption of service or a threat thereof, take steps to ensure that the needs of the Mission are met, as far as possible, at the same level of priority as that of essential government services. It is understood that the Mission shall pay the relevant amounts due on a basis to be determined in agreement with the competent authorities. The Mission shall be responsible for the maintenance of the facilities thus provided.

15. Where appropriate, the Mission shall have the right to generate the electricity it needs in its own premises and transmit and distribute it.

16. The Government shall issue as soon as possible all authorizations, permits and licences necessary for the import, export, or acquisition of equipment, provisions, supplies, fuel, materials and other goods, including spare parts, means of transportation and the telecommunications equipment referred to in paragraphs 8 (a) and (b) above, used exclusively in support of the Mission, even where imported, exported or purchased by contractors, subject to no prohibition or restriction and free of all fees, costs, charges, imposts and taxes or licences, including value added tax.

17. The Government shall, as far as possible, assist the Mission in obtaining from local sources the equipment, provisions, supplies, fuel, materials and other goods and services necessary required for its subsistence and operations. With regard to equipment, provisions, supplies, materials and other goods purchased officially on the local market by the Mission or its contractors for their exclusive use, the Government shall make the necessary administrative arrangements to refund, or to exempt Mission and contractors from, any duties or taxes included in the price.

The Government shall exempt from sales tax any purchases made officially on the local market by the Mission or its contractors. On the basis of observations made and information provided by the Government in that connection, the Mission shall avoid any negative impact of purchases from local sources on the local economy.

18. In order to enable contractors, other than nationals of Burundi, to provide services in support of the Mission in an adequate manner, the Government agrees to provide contractors with facilities for their entry into and departure from Burundi and for their repatriation in time of crisis. For that purpose, the Government shall promptly issue to contractors, free of charge and without any restrictions, all necessary visas, licenses, permits and authorizations. Contractors, other than nationals of Burundi, shall be exempt from taxes on services provided to the Mission, including corporate, income, social security and other similar taxes arising directly from such services.

19. Against reimbursement in mutually acceptable currency, the Government shall make available to the Mission the local currency that it needs, particularly in order to pay the wages of its members, at the rate of exchange applicable to the Mission.

STATUS OF THE MEMBERS OF THE MISSION

Privileges and immunities

20. The Special Envoy and such high-ranking members as may be agreed upon with the Government shall have the status specified in sections 19 and 27 of the Convention,

provided that the privileges and immunities referred to therein shall be those accorded to diplomatic envoys by international law.

21. Officials of the United Nations assigned to the service of the Mission shall be entitled to the privileges and immunities of articles V and VII of the Convention. Locally recruited members of the Mission shall enjoy the immunities concerning official acts and exemption from taxation and immunity from national service obligations provided for in sections 18 (a), (b) and (c) of the Convention.

22. United Nations volunteers assigned to the service of the Mission shall enjoy the privileges and immunities of United Nations officials under articles V and VII of the Convention. Locally recruited United Nations volunteers shall enjoy the privileges and immunities provided for in sections 18 (a), (b) and (c) of the Convention.

23. Persons other than officials of the United Nations entrusted with tasks for the Mission shall enjoy the privileges and immunities of United Nations staff provided for under article VI and article VII, section 26, of the Convention.

Entry, residence and departure

24. The Special Envoy and members of the Mission shall, whenever so required by the Special Envoy, have the right to enter, reside in and leave Burundi.

25. The Government shall facilitate the entry into and departure from Burundi, without delay or hindrance, of the Special Envoy and members of the Mission and shall be kept informed of such movements. For that purpose, the Special Envoy and members of the 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 or leaving Burundi. They shall also be exempt from any regulations governing the residence of aliens in Burundi, particularly registration, but shall not be considered as acquiring any right to permanent residence or domicile in Burundi.

26. For the purpose of such entry into or departure from the territory, members of the Mission shall present for information and verification, but not surrender, only the personal identity card delivered in line with paragraph 27 of this Agreement, except upon first entry, for which the United Nations *laissez-passer*, the national passport or the certificate referred to in section 26 of the Convention may replace the identity card.

Identification

27. The Special Envoy shall issue to every member of the Mission, before or as soon as possible after his or her first entry into the territory, every member of locally recruited personnel and every contractor, a numbered identity card with his or her name and photograph. That card shall be the only document that a member of the Mission may be required to show, subject to the provisions of paragraph 26 above.

28. Members of the Mission and locally recruited personnel and contractors shall be required to present, but not to surrender, their Mission identity cards if so requested by a competent official of the Government.

Uniforms and arms

29. United Nations Security officers may wear the United Nations uniform. United Nations Security officers designated by the Special Envoy may possess and carry arms while on duty in accordance with the regulations applicable to them. In so doing, they shall wear the United Nations uniform except in the situations set out in paragraph 30.

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

Permits and licences

31. Mission vehicles shall be exempt from Burundian regulations regarding registration and certification. To enjoy such exemption, Mission vehicles must have United Nations registration and civil liability insurance. The Mission shall communicate the registration numbers of Mission vehicles to the Government.

32. The Government shall accept as valid, without tax or fee, a permit or licence issued by the Special Envoy for the operation by any member of the Mission, including locally recruited personnel, of any Mission vehicles and for the practice of any profession or occupation in connection with the functioning of the 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 license.

33. Without prejudice to the provisions of paragraphs 29 and 30, the Government shall accept as valid, without tax or fee, permits or licenses issued by the Special Envoy to members of the Mission to carry or use firearms or ammunition in connection with the functioning of the Mission.

Arrest, transfer of custody and mutual assistance

34. The Special Envoy shall take all appropriate measures to ensure discipline among members of the Mission and locally recruited personnel.

35. United Nations Security officials may take into custody any person on the premises of the Mission. That 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. Overall coordination activities concerning the United Nations system shall be incumbent upon the United Nations Development Programme (UNDP) in accordance with paragraph (4)(a) of the 1975 Agreement concerning assistance by the United Nations Development Programme to the Government of Burundi.

36. Subject to the provisions of paragraphs 20 and 23, officials of the Government may take into custody any member of the Mission:

(a) When so requested by the Special Envoy;

(b) When the person concerned is apprehended in the commission or attempted commission of a criminal offence. Such person shall be delivered immediately, together with any weapons or other item seized, to the nearest competent representative of the Mission, whereafter the provisions of paragraph 42 shall apply as appropriate.

37. When a person is taken into custody under paragraph 36 (b), the Mission or the Government, as the case may be, may proceed with a preliminary interrogation but not delay the transfer of custody to the competent authority of the Mission or the Government, as appropriate. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

38. The 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 be made subject to their return under terms specified by the authority delivering them. As regards traffic accidents involving a member of the Mission, the traffic police and the competent services of the Mission shall cooperate to establish the facts and to draw up the customary reports. Each authority shall notify the other of the decision taken in any case in whose outcome the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 35–37.

Security

39. The Government shall ensure that the provisions of the Convention on the Safety of United Nations and Associated Personnel are applied in respect of the Mission, its property and assets, and its members. In particular:

(i) The Government shall take all necessary measures to ensure the security of the Mission and its members. It shall take all appropriate steps to protect the members of the Mission and their equipment and premises from any attack or action which would prevent them from discharging their mandate, without prejudice to the fact that Mission premises are inviolable and subject to the exclusive authority of and control by the United Nations;

(ii) If they are arrested in the course of the performance of their duties and their identification has been established, members of the Mission shall not be subjected to interrogation but shall be promptly released and returned to United Nations or other appropriate authorities. Meanwhile such personnel shall be treated in accordance with the universally recognized standards of human rights. That obligation of the Government shall not affect its right to take measures, as part of the exercise of its national jurisdiction, with regard to any member of the Mission who violates the country's law and regulations, provided that such measures are compatible with the provisions of this Agreement and do not violate any other of the Government's international legal obligations;

(iii) The Government shall prosecute the following criminal offences on the basis of domestic law:

- (a) Murder, kidnapping or other attack upon the person or liberty of any member of the Mission;
- (b) Violent attack upon the official premises, private accommodation or means of transport of any member of the Mission, likely to endanger his or her person or liberty;
- (c) Threat to commit any such attack in order to compel an individual or a legal entity to do or to refrain from doing any act;
- (d) Attempt to commit such an attack;

- (e) Any act constituting participation as an accomplice in any such attack, in an attempt to commit such attack or in organizing or ordering others to commit such an attack;
- (iv) The Government shall establish its jurisdiction over criminal offences set out in paragraph (iii) above:
- (a) When they are committed in the territory in its territory;
 - (b) When the alleged offender is a national of Burundi;
 - (c) When the alleged offender, other than a member of the Mission, is present in the territory of Burundi and is not extradited to the State where the crime was committed; or to the State of which the alleged offender is a national; or, if the alleged offender is a stateless person, to the State in which that person has his or her habitual residence; or to the State of which the victim is a national.

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

40. At the request of the Special Envoy, the Government shall ensure appropriate security for the protection of the Mission, its property and its members during the performance of their duties.

Jurisdiction

41. All members of the Mission, 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 the Mission and after the expiration of the other provisions of this Agreement.

42. Should it consider that any member of the Mission has committed a criminal offence, the Government shall promptly inform the Special Envoy or the Secretary-General of the United Nations and present to him or her any evidence available to it. Subject to the provisions of paragraph 20, the Special Envoy or the Secretary-General 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 47 of this Agreement. In the event that criminal proceedings are instituted in accordance with this Agreement, the courts and authorities of Burundi shall ensure that the member of the 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 Covenant, and that capital punishment is not be imposed.

43. If any civil proceedings are instituted against a member of the Mission before any court of Burundi, the Special Envoy shall be notified immediately and certify to the court whether or not the proceedings are related to the official duties of such member.

(a) If the Special Envoy certifies that the proceedings are related to official duties, such proceedings shall be discontinued and the provisions of paragraph 47 of this Agreement shall apply, save in the event of basic disagreement as to the characterization of the act or fact in question, in which case the person concerned shall be judged and convicted so as to redress any damage caused and the Special Envoy shall facilitate the proceedings, particularly by waiving the immunity of that person;

(b) If the Special Envoy or the Secretary-General certifies that the proceedings are not related to official duties, the proceedings may continue. In that event, the courts and authorities of Burundi shall grant the Mission member concerned sufficient opportunity to safeguard his or her rights in accordance with due process of law and shall ensure that the proceedings respect the international rules of justice, equity and compliance with the regular procedures specified in the Covenant. If the Special Envoy or the Secretary-General certifies that a member of the Mission is unable, because of his or her official duties or authorized absence, to protect his or her interests in the proceedings, the court shall, at the defendant's request, suspend the proceedings up to the elimination of the inability but for no longer than 90 days. Property of a member of the Mission that is certified by the Special Envoy or the Secretary-General to be needed by the defendant for the fulfilment of his or her official duties shall be free from seizure in enforcement of a judgement, decision or order. The personal liberty of a member of the Mission shall not be restricted in connection with any civil proceedings, whether to enforce a judicial decision, to compel him or her to reveal any facts under oath or for any other reason.

Deceased members

44. The Special Envoy or the Secretary-General of the United Nations may take charge of the body of any member of the Mission who dies in Burundi and of that member's personal property located within Burundi, in accordance with United Nations procedures.

SETTLEMENT OF DISPUTES

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

46. Any dispute concerning the terms of employment and conditions of service of locally recruited personnel shall be settled through administrative procedures to be established by the Special Envoy or the Secretary-General of the United Nations in accordance with the principles adopted by the General Assembly in its resolution 63/253 of 24 December 2008.

47. Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement shall be settled by negotiation or by some other form of settlement that has been agreed upon. Any dispute that it has not been

possible to settle by negotiation, or by another form of settlement that has been agreed upon, shall be referred, by either party, for a final decision, to an arbitral tribunal consisting of three members: one arbitrator shall be appointed by the Secretary-General of the United Nations, another by the Government and the third, who shall preside over the court, by the other two arbitrators. If a party does not appoint an arbitrator within three months after receiving notification of the other party's appointment of an arbitrator, or if the two arbitrators appointed by the parties do not appoint a president within three months from the appointment of the second arbitrator, the third arbitrator shall be appointed, at the request of either party to the dispute, by the President of the International Court of Justice. The tribunal shall determine its own procedures, provides for the replacement of its members and decides by a two-thirds majority. The court's judgments on procedural and substantive issues shall be final and, even in the absence of one of the parties, shall be binding on all parties.

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

SUPPLEMENTAL ARRANGEMENTS AND AMENDMENTS

49. The Special Envoy and the Government may conclude supplemental arrangements to this Agreement.

VARIOUS AND FINAL PROVISIONS

50. The Government shall have the ultimate responsibility for the implementation and fulfilment of the privileges, immunities and rights granted to the Mission under this agreement by the competent local authorities of Burundi and for the related facilities that Burundi undertakes to provide to the Mission.

The United Nations shall ensure that the Mission and its members fulfil their obligations as specified in this Agreement

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

52. The Mission shall conclude its electoral observation tasks in Burundi six weeks after NIEC announces the last definitive results of the series of elections to be held in Burundi in 2015. It is understood that a small basic team of electoral observers may remain in Burundi after that date so as to finalize the report of the Mission to the Secretary-General of the United Nations and to meet with NIEC in order to evaluate the electoral process. The liquidation of the Mission shall be completed no later than 31 December 2015.

53. This Agreement shall remain in force until the departure of the last element of the Mission from Burundi, with the exception of the provisions of paragraphs:

(a) 41, 44, 47 and 48, which shall remain in force;

(b) 42, 43, 45 and 46, which shall remain in force until a decision is made on all claims and disputes formulated in accordance with the provisions of this paragraph.

In witness whereof, the undersigned, the duly authorized plenipotentiary of the Government and the official representative of the United Nations, signed this Agreement on behalf of the Parties.

Done at Bujumbura, on 12 December 2014, in duplicate, in French.

For the United Nations

For the Government of the Republic
of Burundi

[Signed]

[Signed]

The Under-Secretary-General for
Political Affairs

The Minister of Foreign Affairs and
International Cooperation

New York, 20 January 2015

Bujumbura, 21 January 2015

**(c) Protocol of Amendment of the text of the 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, 23 May 2015***

Whereas on 26 February 2014, the United Nations and the Government of the Federal Republic of Somalia concluded the 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 (the “Agreement”);

Whereas by resolution 2124 (2013), the Security Council took note of the Secretary-General’s intention to deploy an appropriate United Nations Static Guard unit to strengthen security at the United Nations Assistance Mission in Somalia (UNSOM) compounds;

Whereas the President of the Security Council in his letter dated 24 December 2013 addressed to the Secretary-General (S/2013/765) informed him that the Council took note of the arrangements proposed by the Secretary-General in his letter dated 20 December 2013 (S/2013/764) concerning the deployment of a static United Nations Guard Unit to strengthen the security of UNSOM;

Whereas the Government of the Federal Republic of Somalia has welcomed the deployment of the guard unit;

Now, therefore, the United Nations and the Government of the Federal Republic of Somalia hereby agree as follows:

1. The text of the Agreement shall be amended as follows:
 - (i) Paragraph 1 (c) shall be amended to read as follows:
 - (c) “members of UNSOM” means:

* Entered into force on 23 May 2015 by signature, in accordance with paragraph 2. United Nations registration no. A-51702. Text of Agreement in Chapter II.A (d) of the *United Nations Juridical Yearbook 2014* (United Nations Publication, Sales No. E.19.V.6).

- (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;
 - (iv) other persons assigned to perform missions for UNSOM, including United Nations civilian police advisers and United Nations military advisers;
 - (v) military personnel of national contingents assigned to UNSOM's guard unit;
- (ii) Paragraph 1 (*h*) shall be amended to read as follows:
- (*h*) "vehicle" means vehicle in use by the United Nations and operated by members of UNSOM, participating States or contractors in support of UNSOM activities
- (iii) Paragraph 1 (*i*) shall be amended to read as follows:
- (*i*) "aircraft" means aircraft in use by the United Nations and operated by members of UNSOM, participating States or contractors in support of UNSOM activities;
- (iv) Paragraph 1 (*j*) shall be amended to read as follows:
- (*j*) "vessels" means vessels in use by the United Nations and operated by members of UNSOM, participating States or contractors in support of UNSOM activities;
- (v) The following paragraph shall be added as paragraph 1 (*k*):
- (*k*) "participating State" means a State providing personnel, services, equipment, provisions, supplies, materials and other goods to the guard unit of UNSOM.
- (vi) The following paragraph shall be inserted after paragraph 3:
- 3 *bis*. Article II of the Convention, which applies to UNSOM, shall also apply to the property, funds and assets of participating States used in connection with UNSOM.
- (vii) The chapeau of paragraph 13 be amended to read as follows:
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 provisions of article II of the Convention which applies to UNSOM shall also apply to the property and funds and assets of Participating States used in Somalia in connection with the national contingents serving in UNSOM, as provided for in paragraph 3 *bis* of the present Agreement. The Government recognizes the right of UNSOM in particular:
- (viii) The following paragraph shall be inserted after paragraph 27:
- 27 *bis*. The military personnel of national contingents assigned to UNSOM's guard unit shall have the privileges and immunities specifically provided for in the present Agreement.

(ix) Paragraph 29 shall be amended to read as follows:

Members of UNSOM, including locally recruited personnel, shall be exempt from taxation on the pay and emoluments received from the United Nations or from a participating State and any income received from outside Somalia. 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.

(x) Paragraph 33 shall be amended to read as follows:

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 (other than military members of national contingent assigned to UNSOM's guard unit), 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 military personnel of national contingents assigned to UNSOM's guard unit shall be exempt from passport and visa regulations. They shall, however, complete and submit arrival and departure cards. For the purpose of such entry and departure, military personnel of national contingents assigned to UNSOM's guard unit shall only be required to have a personal numbered identity card issued by the Special Representative, showing the holder's full name, date of birth, job title and photograph, except in the case of first entry, when a national passport or a personal identity card issued by the appropriate authorities of the contributing State shall be accepted in lieu. The Special Representative and all 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.

(xi) Paragraph 36 shall be amended to read as follows:

United Nations Security Officers may wear the United Nations uniform. United Nations civilian police advisers, United Nations military advisers and military personnel of national contingents assigned to UNSOM's guard unit 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, United Nations military advisers and military personnel of national contingents assigned to UNSOM's guard unit may possess and carry firearms and am-munition 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 or specifically agreed with the Government.

(xii) Paragraph 39 shall be amended to read as follows:

UNSOM shall inform the Government, on a regular basis, of the number of United Nations security officers, close protection officers, United Nations civilian police officers, United Nations military advisers and military personnel of national contingents assigned to UNSOM's guard unit.

(xiii) Paragraph 55 shall be amended to read as follows:

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:

(a) If the accused is an official of the United Nations assigned to serve with UNSOM or a United Nations Volunteer assigned to serve with UNSOM or other persons assigned to perform missions for UNSOM, 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.

(b) Military personnel of national contingents assigned to UNSOM's guard unit shall be subject to the exclusive jurisdiction of their respective participating States in respect of any criminal offences which may be committed by them in Somalia.

(xiv) The following paragraph shall be inserted after paragraph 55.

55 *bis*. The Secretary-General of the United Nations will obtain assurances from Governments of Participating States that they will be prepared to exercise jurisdiction with respect to crimes or offences which may be committed by members of their national contingents serving with UNSOM. In the event of such a criminal offence being committed, the Secretary-General will take the necessary measures with a view to ensuring that the participating State concerned submits the case without delay to its competent national authorities for the purposes of prosecution through proceedings in accordance with the law of that State. The Special Representative will inform the Government of the steps taken by that State

2. This Protocol shall enter into force on the date of its signature by the Parties. The text of the Agreement as signed, shall as of that date be considered amended in accordance with Paragraph 1 of this Protocol.

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 23rd day of May 2015, in two original copies in the English language.

For the United Nations

For the Federal Government of Somalia

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

[Signed] EXCELLENCY ABDUSALAM H. OMER
Minister of Foreign Affairs

**(d) Agreement between the Government of Hungary and the
United Nations Children’s Fund about the establishment of the
United Nations Children’s Fund Global Shared Services Centre***

Whereas the United Nations Children’s Fund was established by the United Nations General Assembly on 11 November 1946;

Whereas the United Nations Children’s Fund’s 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 United Nations Children’s Fund has decided to outpost a number of administrative and operational support functions to a UNICEF Global Shared Services Centre to be located in Budapest, Hungary;

Whereas the Government of Hungary welcomes the establishment of the UNICEF Global Shared Services Centre in Hungary;

Whereas the Government of Hungary and the United Nations Children’s Fund wish to establish the terms and conditions under which the UNICEF Global Shared Services Centre, within its mandates, shall operate in Hungary;

Now therefore, the Government of Hungary and the United Nations Children’s Fund, in the spirit of friendly co-operation, have entered into this Agreement:

Article I—Definitions

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

- (a) “UNICEF” shall mean the United Nations Children’s Fund;
- (b) “Country” shall mean Hungary;
- (c) “Government” shall mean the Government of Hungary;
- (d) “Parties” shall mean UNICEF and the Government;

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

* Entered into force on 15 August 2015, in accordance with article XVII. United Nations registration no. I-52934.

(f) “Centre” shall mean the UNICEF Global Shared Services Centre located in the Country;

(g) “Centre premises” means a building or part of a building occupied permanently or temporarily by the Centre, and includes any land, buildings or platforms that may from time to time be included, in accordance with this Agreement or supplementary Agreements concluded between the Parties. For the avoidance of doubt, the Parties confirm that any other premises in the Country which may be used for meetings, seminars, training courses, symposiums, workshops and similar activities organized by UNICEF in connection with the activities of the Centre shall be temporarily regarded as being within the meaning of the “Centre premises” for the duration of such meetings, seminars, training courses, symposiums, workshops and similar activities; provided however that the provisions of Article III, paragraph (2) shall not apply to such other premises in the Country referred to in this sentence.

(h) “UNICEF archives” and “the archives of UNICEF” include but are not limited to all records in whatever form, including without limitation by reason of this enumeration correspondence, documents, manuscripts, computer records and all other electronic records, still and motion pictures, film and sound recordings, belonging to or held by UNICEF;

(i) “Head of Centre” shall mean the Manager of the Centre, and during his/her absence from duty, the Deputy Manager, or any official designated by him/her to act on his/her behalf;

(j) “UNICEF officials” shall mean all members of the staff of UNICEF employed under the Staff Regulations and Rules of the United Nations, regardless of nationality, with the exception of persons who are recruited locally and assigned to hourly rates as provided in General Assembly resolution 76 (I) of 7 December 1946;

(k) “Experts on mission” shall mean individuals, other than UNICEF officials, performing missions for UNICEF;

(l) “UNICEF personnel” shall mean UNICEF officials, experts on mission, and other personnel of UNICEF who are invited to the Centre by UNICEF on official business, and persons who are both recruited locally and assigned to hourly rates as provided in General Assembly resolution 76 (I) of 7 December 1946.

Article II—Co-operation between the Government and UNICEF

1. The Government assures UNICEF that the Centre, as well as the UNICEF personnel assigned to it and all other UNICEF personnel, will enjoy treatment not less favourable than that accorded by the Government to any other intergovernmental or international organizations or other United Nations agencies, funds or programmes present in the Country and their respective personnel.

2. The Government, in agreement with UNICEF, shall take any measure which may be necessary to exempt UNICEF personnel from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement or any supplementary Agreement concluded between the Parties, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of the work of the Centre.

Article III—The Centre and Government Contribution

1. The Government welcomes that UNICEF establishes and maintains the Centre in the Country for providing such administrative and operational support services as are assigned by UNICEF.

2. The Government shall provide to UNICEF:

(a) Free of charge, for a period of at least fifteen (15) years from the entry into force of this Agreement and for such further period as may be agreed between the Parties and approved through the required procedures of each Party, appropriate and adequate office premises for the Centre and its installations, together with office furniture and other facilities which the Parties agree are suitable for the operations of the Centre, all as indicated in a supplementary Agreement concluded between the Parties;

(b) To the extent requested by the Head of Centre, the supply of public services necessary for performing the work of the Centre, including, without limitation by reason of this enumeration, electricity, water, sewerage, fire protection, collecting refuse and gas, as indicated in a supplementary Agreement concluded between the Parties.

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

4. The Government shall take such effective and adequate action which may be required to ensure the appropriate security, safety and protection of persons referred to in this Agreement, indispensable for the proper functioning of the Centre free from interference of any kind.

5. In case of incidents or events resulting in a complete or partial disruption of the Centre's telecommunications or the utilities services mentioned above, the Centre shall, for the performance of its functions, be accorded the same priority given to essential governmental agencies and organs.

Article IV—UNICEF Personnel

UNICEF may assign to the Centre such UNICEF officials or other UNICEF personnel as it deems necessary for carrying out the particular functions assigned to the Centre.

Article V—Privileges and Immunities

1. The Government shall apply to UNICEF, its property, funds and assets, and to UNICEF personnel, the relevant provisions of the Convention to which the Government became a party on 30 July 1956. The Government also agrees to grant to UNICEF and UNICEF personnel such additional privileges and immunities as may be necessary for carrying out the particular functions assigned to the Centre.

2. Without prejudice to paragraph (1) of this Article, the Government shall in particular extend to UNICEF and its personnel the privileges, immunities, rights and facilities provided in articles VI to VIII of this Agreement.

3. Persons other than UNICEF officials, who are members of UNICEF missions, or who are invited to a UNICEF office by UNICEF on official business, shall be accorded the privileges and immunities specified in Article VIII below, except those specified in paragraphs (h), (j), (m), and (n) of paragraph (2) of that Article.

Article VI—Property, Funds and Assets

1. UNICEF, 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 Government recognizes the inviolability of the Centre, which shall be under the control and authority of UNICEF, as provided in this Agreement.

3. No officer or official of the Government, whether administrative, judicial, military or police or other person exercising any public authority within the Country, shall enter the Centre to perform any official duties therein except with the consent of, and under conditions agreed to by, the Head of Centre.

4. The property, funds and assets of UNICEF, 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.

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

6. The funds, assets, income and other property of UNICEF shall be exempt from:

(a) any form of direct taxation; it being understood, however, that UNICEF will not claim exemption from taxes which are, in fact, no more than charges for public utility services;

(b) customs duties and prohibitions and restrictions on articles imported or exported by UNICEF for its official use, provided that articles imported under such exemption will not be alienated 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, still and moving pictures, videos and films and sound recordings.

7. UNICEF shall be exempt from levies and duties on operations and transactions, and from excise duties, sales charges, and other indirect taxes when it is making purchases for official use by UNICEF of property on which such duties or taxes are normally chargeable. Exemption from value added tax and excise duty concerning acquisition of goods and services in the Country made by UNICEF is provided by means of tax refund, under terms and conditions foreseen for the diplomatic missions and their members.

8. Without being subject to any financial controls, regulations or moratoria of any kind, UNICEF:

(a) may acquire from authorised commercial agencies, hold and use any amount of funds, gold or currency of any kind and maintain foreign currency accounts in any currency;

(b) shall be free to transfer its funds, securities, gold or currency from one country to another or within the Country and to convert any currency held by it into any other currency.

Article VII—Communication Facilities

1. UNICEF 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, international organizations in the matter of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex and all other communications including electronic forms of communications.

2. The Government shall secure the inviolability of the official communications and correspondence to and from UNICEF and shall not apply any censorship to such communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, still and moving pictures, videos and films and sound recordings, regardless of their size and number.

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

4. UNICEF shall have the right to import and operate effectively, and free of license fees, radio telecommunications and satellite facilities, on UN registered frequencies, and those allocated by the Government, between its personnel, within and outside the Country.

Article VIII—UNICEF Officials

1. The Head of Centre and other senior officials—as determined and communicated by UNICEF to the Government—assigned to the Centre, 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 and Trade shall include their names in the Diplomatic List.

2. UNICEF officials, while in the Country, shall enjoy the following facilities, exemptions, privileges and immunities:

(a) Immunity from personal arrest and detention;

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

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

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

(e) Exemption, with respect to themselves, their spouses and dependent relatives, from immigration restrictions and alien registration;

(f) Exemption from any form of taxation on salaries and emoluments and all other remuneration paid to them by UNICEF;

(g) Exemption from any form of direct taxation on income derived by them from sources outside the Country;

(h) Exemption from the value added tax and excise duty included in the price of all articles and services acquired by the Head of Centre and those acquired by all other UNICEF officials assigned to the Centre in the Hungarian market, such exemption to be implemented by way of refunds from the tax authorities according to the processes established for the reimbursement of the value added tax and excise duty to diplomatic missions and their members;

(i) Prompt clearance and issuance, without cost, of visas, licenses or permits, if required and free movement within, to or from the Country to the extent necessary for the carrying out of their official functions;

(j) Access while in the Country, for their spouses whose status has been recognized by the United Nations and dependent relatives forming part of their household, to the labour market without requiring a work permit;

(k) Freedom to hold or maintain within the Country, foreign exchange, foreign currency accounts, movable and immovable property and the right upon termination of employment with UNICEF to take out of the Country their funds for the lawful possession of which they can show good cause;

(l) The same protection and repatriation facilities with respect to themselves, their spouses whose status has been recognized by the United Nations and dependent relatives, as are accorded in time of international crisis to diplomatic envoys;

(m) The right to import for personal use and free of duty;

(i) furniture and personal effects in one or more separate shipments upon arrival in the Country and additions to the same thereafter, including motor vehicles, according to the processes established for diplomatic representatives accredited in the Country and/or resident members of international organizations;

(ii) articles for personal use or consumption and not for gift or sale;

(n) The right to employ private servants in accordance with the terms and conditions foreseen for members of diplomatic missions in force in the Country.

3. UNICEF officials who are nationals of or permanent residents in the Country shall enjoy only those privileges and immunities provided for in the Convention.

Article IX—Locally recruited personnel assigned to hourly rates

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

2. The terms and conditions of employment for the persons referred to in paragraph (1) of this Article IX shall be in accordance with the relevant United Nations resolutions, Regulations and Rules and those of UNICEF.

Article X—Social Security and Pension

1. Because of the social security scheme established by or conducted under the authority of the United Nations, UNICEF, officials of UNICEF and other UNICEF personnel (if any) to whom the above-mentioned scheme applies shall be exempt from mandatory coverage and all compulsory contribution payments to the social security system of the Country.

2. Pensions paid from the United Nations Joint Staff Pension Fund, whether by lump sum or by periodic payments, and whether to beneficiaries or surviving spouses or other beneficiaries, shall be exempt from taxes in the Country. In accordance with the Convention, withdrawal benefits (i.e., payments other than the payments referred to in the preceding sentence) paid by the United Nations Joint Staff Pension Fund upon withdrawal from the United Nations Joint Staff Pension Fund shall be exempt from taxes in the Country when, upon receipt, such withdrawal benefits are transferred to any of the following Hungarian pension accounts of the person withdrawing from the United Nations Joint Staff Pension Fund: Voluntary Mutual Pension Fund, or Occupational Retirement Institution as supplementary payment, or to an Individual Retirement Account or a pension insurance contract.

3. The provisions of paragraph (1) above shall apply, *mutatis mutandis*, to the spouses whose status has been recognized by the United Nations and dependent relatives forming part of the households of persons referred to in paragraph (1) above, unless they are employed or self-employed in the Country or receive social security benefits from the Country.

Article XI—Experts on mission

Experts on mission 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 missions. In particular they shall be accorded:

(a) Immunity from personal arrest or detention and from seizure of their personal baggage;

(b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed on missions for UNICEF;

(c) Inviolability for all papers and documents;

d) For the purpose of their official communications, including any electronic forms of communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

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

(f) The same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys.

Article XII—Notification

1. UNICEF shall notify the Ministry of Foreign Affairs and Trade of the names of UNICEF officials, and of any change in the status of such individuals.
2. UNICEF officials shall be provided with a temporary certificate or a special identity card by the Government certifying their status under this Agreement.

Article XIII—Waiver of Immunity

1. Privileges and immunities are granted to UNICEF personnel in the interests of the United Nations and UNICEF and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations shall have the right and the duty to waive the immunity of any UNICEF personnel in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations and UNICEF.
2. UNICEF shall cooperate at all times with the appropriate Hungarian authorities to facilitate the proper administration of justice, to secure the observance of police regulations and to prevent the occurrence of any abuses in connection with the privileges, immunities and facilities accorded by this Agreement.

Article XIV—Laissez-Passer

1. The Government shall recognize and accept the United Nations *laissez-passer* issued to UNICEF officials, as a valid travel document equivalent to a passport. Applications for visas (if required) from the holders of United Nations *laissez-passer* shall be dealt with as speedily as possible.
2. The Government shall take all necessary measures to facilitate the entry into, sojourn in and departure from the Country, of other persons invited to the Centre on official business, irrespective of their nationalities.

Article XV—Supplementary Agreements

The Government and UNICEF may enter into one or more supplementary Agreements for the implementation of this Agreement as may be found desirable. The supplementary Agreements may be amended as necessary and agreed by the Government and UNICEF.

Article XVI—Settlement of Disputes

Any dispute between the Government and UNICEF arising out of or relating to this Agreement or any supplementary 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 thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. 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. The Parties hereto shall notify each other that their respective internal procedures required for the entry into force of this Agreement have been complied with. This Agreement shall enter into force fifteen (15) calendar days after the receipt of the last notification and remains in force for fifteen (15) years. After fifteen (15) years this Agreement shall continue to be in force for further successive periods of ten (10) years each unless terminated under paragraph (4) of this Article.

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

3. Consultations with a view to amending this Agreement may be held at the request of the Government or UNICEF. Amendments shall be made by joint written agreement and will enter into force according to paragraph (1) of this Article.

4. This Agreement and any supplementary Agreements concluded between the Government and UNICEF pursuant to this Agreement shall cease to be in force two (2) years after either of the Parties gives notice in writing to the other of its decision to terminate this Agreement, except as for such provisions as may be applicable in connection with the orderly termination of the operations of UNICEF at its Centre and the disposition of the property therein. In the event of a decision to terminate the Agreement, the Parties shall engage in consultations regarding the appropriate steps to be taken by each Party to facilitate the orderly termination of the operations of the Centre.

In witness whereof the Government and UNICEF have signed this Agreement, in duplicate, in the Hungarian and English languages, both texts being equally authentic. In case of any discrepancy between the texts, the English text shall prevail.

Done at New York, on 15 June 2015

On behalf of the Government of Hungary

On behalf of the United Nations
Children's Fund

[Signed] DR. ISTVAN MIKOLA
Minister of State

[Signed] ANTHONY LAKE
Executive Director

(e) Technical Agreement between the United Nations, represented by the Department of Peacekeeping Operations, and the Minister of Defence of the French Republic concerning operational support to the United Nations Operation in Côte d'Ivoire (UNOCI) by the French forces in Côte d'Ivoire within the framework of Security Council Resolution 2226 (2015)*

1. PREAMBLE

The United Nations Security Council established the United Nations Operation in Cote d'Ivoire (UNOCI) in its resolution 1528 (2004) with the mandate set out in resolution 2226 (2015);

Acting under Chapter VII of the Charter of the United Nations, the Security Council authorized UNOCI to use all necessary means to carry out its mandate, within its capabilities and its areas of deployment;

The Security Council, in operative paragraph 28 of resolution 2226 (2015), also decided to extend until 30 June 2016, its authorization to the French forces in Cote d'Ivoire in order to support UNOCI, within the limits of their deployment and their capabilities, to UNOCI until 30 June 2016;

UNOCI and the French forces in Cote d'Ivoire shall respect the relevant rules and principles of international humanitarian, human rights and refugee law;

Further to resolution 2226 (2015), the United Nations, represented by the Department of Peacekeeping Operations, and the Minister of Defense of the French Republic, hereinafter referred to as the "Parties", hereby agree as follows.

2. DEFINITIONS

"UNOCI" means the United Nations Operation in Cote d'Ivoire, established in accordance with Security Council resolution 1528 (2004) with the mandate set out in resolution 2226 (2015);

"Force Commander" means the UNOCI Force Commander who functions under the overall authority of the Special Representative of the Secretary-General (Special Representative) for Cote d'Ivoire and Head of Mission of UNOCI as defined in Security Council resolution 2226 (2015), including with respect to requests for the support of the French forces under this technical agreement.

"Members of UNOCI" means the Special Representative and any member of the military, police or civilian components;

"Elements of UNOCI" means all components and members of UNOCI as well as UN personnel in the Cote d'Ivoire contributing to UNOCI's mandate;

"French forces in Cote d'Ivoire" means the French forces referred to in operative paragraph 28 of Security Council resolution 2226 (2015);

* Entered into force on 6 November 2015 by signature, in accordance with article 11. United Nations registration no. I-53085.

3. PURPOSE

The purpose of this technical agreement (TA) is to establish and define the necessary provisions between UNOCI and the French forces in Cote d'Ivoire regarding the operational support by the French forces to UNOCI in the framework of operative paragraph 28 of Security Council resolution 2226 (2015), and the cooperation between the parties.

4. OPERATIONAL RESPONSIBILITIES AND SUPPORT

4.1 In the framework of operative paragraph 28 of Security Council resolution 2226 (2015), the Secretary General, as delegated to the Special Representative and the Force Commander, may request the French forces to provide operational support to UNOCI as described in paragraphs 4.2 through 4.4 below.

4.2 Before requesting French forces assistance, UNOCI shall first seek to utilize its own capacities and resources prior to seeking the support of the French forces.

4.3 In accordance with the provision of this TA and in the framework of operative paragraph 28 of Security Council resolution 2226 (2015), the French forces would provide support in the following circumstances:

- 4.3.1 Where there is clear indication of an imminent and serious threat to UNOCI elements, premises, or property;
- 4.3.2 Any other circumstance where it is mutually agreed that there is an imminent and serious threat to UNOCI elements;
- 4.3.3 Where it is mutually agreed that the operational support of the French forces is necessary to enable UNOCI to carry out its mandate;

4.4 French forces shall provide the requested operational support subject to the limits of their deployment and their capabilities. This operational support shall include the following:

- 4.4.1 Provide direct or indirect, ground or air, support;
- 4.4.2 In case of emergency, provide tactical medical evacuation of elements of UNOCI and related medical interventions;
- 4.4.3 Provide emergency evacuation of isolated UNOCI elements endangered by a serious and imminent threat;
- 4.4.4 Sharing of intelligence and intelligence products.

5. OPERATIONAL COMMAND AND CONTROL

5.1 UNOCI, including any French contingents thereof, shall not place any of its elements under the command and control of the French forces; shall at all times remain under unified United Nations command and control; and shall operate under its own rules of engagement and directives on the use of force as issued by the Under-Secretary-General of the Department of Peacekeeping Operations.

5.2 The French forces shall not place any of its elements under the command and control of UNOCI, excluding those French contingents or FPU's pursuant to specific arrangements between UNOCI and France as a Troop or Police Contributing Country; shall

at all times remain under the French command structure; and shall operate under their own rules of engagement as per national law.

6. PLANNING, COORDINATION AND LIAISON

6.1 UNOCI and the French forces shall coordinate and de-conflict their operations, including with respect to supporting operations of the armed forces of Cote d'Ivoire ("*Forces Republicaines de Cote d'Ivoire*").

6.2 UNOCI and the French forces shall maintain liaison arrangements to facilitate exchange of information, communication, and coordination between them.

7. FINANCIAL PROVISIONS

The operational support provided by the French forces in paragraph 4.4 above shall be on a cost-reimbursable basis, on the basis of rates and financial implementation procedures to be determined by the Parties within a reasonable time frame from the date of the request for support, taking into consideration the nature of the support requested.

8. CLAIMS

8.1 Each Party shall be liable for, and be responsible for dealing [with], and will hold the other Party harmless in respect of, all claims for injury or death suffered by its personnel and for damage to or loss or destruction of its property, or the property of its personnel, arising out of, or in connection with, the implementation of this TA, except where such injury, death, damage, loss or destruction is due to the negligence, reckless omission, reckless act or willful misconduct of the other Party, its personnel or agents.

8.2 Without prejudice to the international agreements concluded by either the United Nations or the Government of France, each Party shall be responsible for claims brought by third parties for death, personal injury or illness, or for loss or destruction of or damage to third-party property to the extent that such claims arise from or in connection with the acts or omissions of that Party, its personnel or agents.

9. SETTLEMENT OF DISPUTES

All disputes between the Parties concerning the interpretation or application of the present TA or any supplementary arrangement shall be settled amicably by consultation or negotiation between the Parties.

10. AMENDMENT AND SUPPLEMENTARY ARRANGEMENTS

10.1 This TA may be amended by mutual written consent of the Parties.

10.2 The Parties may conclude supplementary arrangements not inconsistent with this TA.

11. ENTRY INTO FORCE, DURATION AND TERMINATION

11.1 This TA shall enter into force on the date of signature.

11.2 This TA shall remain in effect for the duration of UNOCI's mandate.

11.3 The Parties can terminate this TA at any time by mutual written consent.

11.4. This TA can be terminated at any time by any of the Parties. This termination shall come into effect 30 days after written notice to the other Party.

11.5. The termination of this TA will not affect the application of paragraphs 7, 8, and 9.

Done in New York on 6 November 2015 in French and English, both versions being equally authentic.

[Signed]

Under Secretary General for Peacekeeping
Operations

HARVÉ LADSOUS

[Signed]

Minister of Defence of the French
Republic

JEAN-YVES LE DRIAN

(f) Supplementary Arrangement concerning the implementation of the United Nations Security Council Resolution 2235 (2015) between the United Nations and the Organization for the Prohibition of Chemical Weapons*

Recalling the Agreement concerning the Relationship between the United Nations and the Organization for the Prohibition of Chemical Weapons (hereinafter the “OPCW”), approved by the General Assembly of the United Nations on 7 September 2001 and by the Conference of the States Parties of the Organization on 17 May 2001 (hereinafter the “Agreement”);

Recognising that the OPCW is an independent, autonomous international organization, established by the Chemical Weapons Convention** (hereinafter the “Convention”) to achieve its object and purpose, to ensure the implementation of its provisions, including those for international verification of compliance with the Convention, and to provide a forum for consultation and cooperation among States Parties;

Recalling that, pursuant to Security Council resolution 2235 (2015), the United Nations Secretary-General (hereinafter the “Secretary-General”) is requested, in coordination with the OPCW Director-General (hereinafter the “Director-General”), to undertake the steps, measures, and arrangements necessary for the speedy establishment and full functioning of an OPCW-United Nations Joint Investigative Mechanism (hereinafter the “JIM”) to identify to the greatest extent feasible individuals, entities, groups, or governments who were perpetrators, organisers, sponsors, or otherwise involved in the use of chemicals as weapons, including chlorine or any other toxic chemical, in the Syrian Arab Republic where the OPCW Fact-Finding Mission (herein-after the “FFM”) determines or has determined that a specific incident in the Syrian Arab Republic involved or likely involved the use of chemicals as weapons, including chlorine or any other toxic chemical;

Recalling that, in accordance with operative paragraph 9 of Security Council resolution 2235 (2015), the Security Council requested the FFM to collaborate with the JIM from the commencement of the JIM’s work to provide full access to all of the information and evidence obtained or prepared by the FFM, including but not limited to, medical records,

* Entered into force 20 November 2015 by signature, in accordance with article IX. United Nations registration no. B-1240.

** United Nations, *Treaty Series*, vol. 1975, p. 45.

interview tapes and transcripts, and documentary material, and requested the JIM, with respect to allegations that are subject to investigation by the FFM, to work in coordination with the FFM to fulfil its mandate;

Recalling that, in accordance with operative paragraph 5 of Security Council resolution 2235 (2015), the Security Council authorised the recommendations, including elements of Terms of Reference, regarding the establishment and operation of the JIM, submitted by the Secretary-General in coordination with the Director-General, by letters dated 27 August 2015 and 9 September 2015;

Recalling that, according to Article II, paragraph 3, of the Agreement, the OPCW, within its competence and in accordance with the provisions of the Convention, shall cooperate with the Security Council by furnishing it, at its request, such information and assistance as may be required in the exercise of its responsibilities under the United Nations Charter;

Recognising that, pursuant to Article XIV of the Agreement, the Secretary-General and the Director-General may enter into such supplementary arrangements and develop such practical measures for the implementation of the Agreement as may be found desirable;

Now therefore, the Secretary-General and the Director-General on behalf of the United Nations and the OPCW, respectively (hereinafter jointly referred to as the “Parties” and separately referred to as a “Party”), have agreed, pursuant to Article XIV of the Agreement, on the following modalities of cooperation in the context of the implementation of Security Council resolution 2235 (2015):

Article I. Purpose of the supplementary arrangement and principles governing operation

1. Pursuant to Security Council resolution 2235 (2015), the Secretary-General is requested, in coordination with the Director-General, to undertake the steps, measures, and arrangements necessary for the speedy establishment and full functioning of the JIM. This Supplementary Arrangement is intended to establish the framework for such coordination between the United Nations and the OPCW. All references to the FFM and the JIM in this Agreement, insofar as they give rise to any legal rights or obligations and/or liabilities, shall be interpreted as referring to the OPCW and the United Nations, respectively.

2. The United Nations and the OPCW shall operate in the areas of their particular, respective competencies.

3. The Parties shall cooperate for the implementation of Security Council resolution 2235 (2015) and the terms of this Supplementary Arrangement in accordance with their own constituent instruments; any relevant decisions of their respective policy-making organs; and any regulations, rules, policies, and procedures of the United Nations and the OPCW applicable thereto.

4. The JIM and the FFM shall cooperate closely under the overall coordination of the Assistant Secretary-General leading the JIM and the Director-General to promote the implementation of Security Council resolution 2235 (2015).

Article II. Logistical aspects

1. The Parties shall cooperate in the area of logistics and security, as required.

2. The OPCW and the United Nations shall conclude arrangements for (i) the JIM's use of office space, equipment, and information technology infrastructure in the OPCW Headquarters in The Hague; and (ii) administrative, logistical, and other support, as required.

Article III. Staffing of the JIM

1. The OPCW shall take such measures it deems appropriate to assist its personnel in taking up positions with the JIM and where relevant returning to positions with the OPCW.

2. The OPCW and the United Nations shall make administrative arrangements to facilitate currently serving OPCW staff members to join the JIM, where appropriate.

Article IV. Access to information and protection of confidentiality

1. The JIM and the OPCW shall develop the procedures and systems necessary for the safe and confidential exchange and retention of information and material referenced in operative paragraphs 9 and 12 of Security Council resolution 2235 (2015).

2. Any release to the other Party of confidential material and information shall be for official use only and shall be done in accordance with the applicable rules and procedures of the releasing Party governing the protection, control, and release of such information.

Article V. Reporting aspects

1. The Secretary-General and the Director-General shall coordinate as required with respect to the reports referenced in operative paragraph 10 of Security Council resolution 2235 (2015).

2. The OPCW Executive Council shall be informed of the reports pursuant to operative paragraphs 10 and 11 of Security Council resolution 2235 (2015) through the Director-General.

Article VI. Financial aspects

1. Except as may be otherwise agreed, each Party shall bear its own costs, if any, arising out of the implementation of this Supplementary Arrangement and/or subsequent arrangements.

2. To the extent that any activity under Article I above may give rise to undertakings that entail additional legal or financial obligations not provided for in this Supplementary Arrangement, these shall be subject to separate arrangements between the Parties prior to such activity being undertaken.

3. Each Party shall be subject to its own Financial Regulations and Rules.

Article VII. Liability

1. The OPCW shall be responsible for dealing with, and shall hold the United Nations harmless in respect of, any claims, proceedings, or suit by their officials, experts on mission, or contractors, arising from or related to the activities of the OPCW under this Supplementary Arrangement and/or any subsequent arrangements, except where the Parties agree that any loss, damage, injury, or death suffered by the OPCW, its officials, or experts on mission is due to the gross negligence or willful misconduct of the United Nations officials or experts on mission or of its contractors.

2. The United Nations shall be responsible for dealing with, and shall hold the OPCW harmless in respect of, any claims, proceedings, or suit by their officials, experts on mission, or contractors, arising from or related to the activities of the United Nations under this Supplementary Arrangement and/or any subsequent arrangements, except where the Parties agree that any loss, damage, injury, or death suffered by the United Nations, its officials, or experts on mission is due to the gross negligence or willful misconduct of the OPCW officials or experts on mission or of its contractors.

3. Without prejudice to paragraphs 1 and 2 above, each Party shall be liable for, and shall be responsible for dealing with, all third party claims arising from its own acts or omissions or those of its officials, experts on mission, or contractors in connection with, or as a result of, the implementation of the activities under this Supplementary Arrangement and/or any subsequent arrangements, except where the Parties agree that any loss, damage, or injury suffered by one Party is due to the gross negligence or willful misconduct of the other Party, its officials, experts on mission, or its contractors.

4. The OPCW and the United Nations shall closely cooperate in the handling of any proceedings, claims, demands, losses, and liability brought by any third party against either Party, arising out of the implementation of this Supplementary Arrangement and/or any subsequent arrangements.

Article VIII. Privileges and immunities

Nothing in or related to this Supplementary Arrangement shall be deemed to constitute any waiver, express or implied, of the immunities, privileges, exemptions, and facilities enjoyed by the United Nations and the OPCW.

Article IX. General provisions

1. This Supplementary Arrangement shall become effective upon signature by both Parties. If there is more than one date of signature, the latest date shall be the date from which this Supplementary Arrangement shall become effective. Any Party may terminate this Supplementary Arrangement at any time without cause with six (6) months prior written notice.

2. This Supplementary 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.

3. Any dispute arising out of or relating to the interpretation or implementation of this Supplementary Arrangement shall be settled amicably by negotiation between the United Nations and the OPCW.

In witness whereof, the representatives of the Parties sign this Supplementary Arrangement in duplicate.

For the Secretary-General of the
United Nations

For the Organization for the
Prohibition of Nuclear Weapons

[Signed]

[Signed]

KIM WON-SOO

AHMET UZUMCU

Under-Secretary-General, Acting High
Representative for Disarmament Affairs
United Nations Office for
Disarmament Affairs
New York, 18 November 2015

Director-General
Organization for the Prohibition of
Chemical Weapons
The Hague, 20 November 2015

**(g) Exchange of letters constituting an agreement between the United Nations
and the Government of the Republic of Tunisia regarding the urgent temporary
relocation of UNSMIL from Libya to Tunisia***

I

30 November 2015

Sir,

I have the honour to refer to the activities of the United Nations Support Mission in Libya (UNSMIL), which was established pursuant to Security Council resolution 2009 (2011) of 16 September 2011.

The United Nations is hereby requesting the assistance and support of the Government of Tunisia to facilitate the temporary relocation of UNSMIL from Libya to Tunisia in the event of an emergency that temporarily affects the ability of UNSMIL, in whole or in part, to continue to carry out its mandate in Libya.

Accordingly, I am seeking your Government's approval of the following provisions:

(i) To grant members of UNSMIL, upon their initial relocation from Libya, the right to enter Tunisia and, within two weeks following their arrival, to leave without delay or hindrance and free of all duties, taxes and fees on entry into or departure from the territory. To this end, to exempt members of UNSMIL from passport and visa regulations and immigration restrictions. To only require members of UNSMIL, upon their entry into Tunisia, to submit a United Nations *laissez-passer* or a United Nations certificate issued in accordance with article VII, section 26, of the Convention on the Privileges and Immunities of the United Nations or, for United Nations Volunteers, a valid national passport, as well as a certificate provided by the Special Representative of the Secretary-General and Head of UNSMIL (hereinafter "the Special Representative") stating that the person concerned is a member of UNSMIL;

* Entered into force on 30 November 2015 by the exchange of the said letters, in accordance with their provisions. United Nations registration no. I-53297.

(ii) To allow members of UNSMIL, if the United Nations decides that they must remain in Tunisia, to stay there until they are able to return to Libya to resume their work with UNSMIL in Libya or until the United Nations deploys them in another country and, to this end, to grant the members of UNSMIL, if necessary, a renewable multiple entry and exit visa for a period of six months preferably within the three days, and not later than six days, following the submission of the necessary documentation along with an official letter provided by UNSMIL;

(iii) To allow the members of UNSMIL who join the Mission, for the duration of the temporary relocation of UNSMIL in Tunisia, to enter and leave Tunisia, without delay or hindrance and free of all duties, taxes and fees on entry into or departure from the country and, to this end, to grant the members of UNSMIL, if necessary, a multiple entry and exit visa for a period of six months, renewable, within the three days following the submission of the necessary documentation along with an official letter provided by the United Nations;

(iv) To allow the United Nations to import into Tunisia or export from Tunisia, without delay or hindrance, without prohibition or restriction, and without duties, fees, charges or taxes, the property, funds and assets of UNSMIL, including transportation and telecommunications equipment. For this purpose, to promptly issue, free of charge, all necessary permits, authorizations or licences. However, UNSMIL shall not claim exemption from duties, fees, charges or taxes that are in fact charges for services rendered, it being understood that such fees shall be charged at the most favourable rate.

(v) To grant members of UNSMIL and the property, funds and assets of UNSMIL, including its vehicles and aircraft, freedom of movement in Tunisia, which in respect of military and security areas shall be coordinated jointly with the Government. In this regard, to allow UNSMIL and its members, as well as their vehicles and aircraft, to use roads, bridges, airfields and airspace free of charge. However, UNSMIL shall not claim exemption from fees which are in fact charges for services rendered, it being understood that such charges shall be charged at the most favourable rate. To provide UNSMIL, where necessary, with maps and other available information on the locations of dangers and impediments, which would facilitate the movement of UNSMIL and the safety of its members;

(vi) To allow UNSMIL to operate temporarily in Tunisia to carry out its mandate and, to that end, to grant it:

- (a) The right to communicate by radio, email, facsimile or any other means and to install and operate the necessary facilities to maintain such communications between UNSMIL staff in Tunisia and between the temporary UNSMIL facilities in Tunisia and United Nations offices in other countries, using the frequencies allocated by the Government without delay to that end. To expedite the import of telecommunications terminal equipment for use by UNSMIL and the radio terminal equipment that may or not be intended for connection to a public telecommunications network, such equipment shall, within 48 (forty-eight) hours, be verified by the authorities approved by the Government for compliance with Tunisian regulations adopted in accordance with the instruments and recommendations of the International Telecommunication Union. UNSMIL shall notify the Government by UNSMIL, within 48 (forty-eight) hours of installation, of any connection to a public telecommunications network, and export of such equipment; and

- (b) The freedom of movement of vehicles, imported under the temporary admission regime, bearing numbers attributed by UNSMIL, it being understood that all vehicles must carry third party insurance, and recognition by the Government, in this regard, of the validity of all permits or authorizations issued by the Special Representative to any member of UNSMIL and enabling the interested party to use any vehicle of UNSMIL, it being understood that no driving licence shall be issued to any person who is not already in possession of an appropriate and valid national licence;
- (vii) To the extent possible, to help UNSMIL to obtain and provide it with:
 - (a) Support to facilitate its settlement in its premises, including safety measures; and
 - (b) Materials and other goods and services required for its subsistence and the conduct of its operations from local sources. In this connection, the Government shall make appropriate administrative arrangements for the remission or return of any excise, tax or financial payment included in the price, and exempt from sales taxes all local purchases by UNSMIL.

(viii) To agree to accept as valid licenses and certificates already issued by the appropriate authorities of other States Members of the United Nations in respect of aircraft, in accordance with articles 1, 32 and 33 of the Convention on International Civil Aviation and its annexes.

(ix) To allow United Nations close protection officers to possess and carry firearms and ammunition and wear civilian clothes while performing their functions in Libya. In this regard, the Government agrees to accept as valid, without payment of any related tax or fee, the permits issued by the Special Representative to those officers empowering them to carry firearms and ammunition while performing their official duties. The Special Representative shall inform the Government of the identity of the officers to whom it has granted such permits. The Government shall issue licences for the import and re-export of firearms and ammunition expeditiously and without charge upon receiving a request from UNSMIL specifying the names and functions of the United Nations officials to be protected, the duration of their presence in Tunisia and the identity of the members of the close protection team assigned to their protection. The Tunisian authorities shall provide firearms and ammunition to the close protection officers concerned upon their entry into Tunisia or the entry of the person whom they are assigned to protect, whichever occurs first. Firearms and ammunition must be re-exported from Tunisia immediately following the departure of the staff members to be protected and their security details from Tunisia. Alternatively, they may be left for safekeeping with the Tunisian border authorities, in which case they shall be immediately delivered, upon the written request of UNSMIL, to close protection officers of the United Nations identified by UNSMIL when they or the person whom they are assigned to protect enter Tunisia, whichever occurs first. The Tunisian Government shall be responsible for such safekeeping as long as the firearms and ammunition are held by its authorities.

- (x) For the purposes hereof, “members of UNSMIL” includes:
 - (a) The Special Representative;
 - (b) United Nations staff members assigned to UNSMIL;

- (c) United Nations Volunteers assigned to UNSMIL; and
- (d) Other persons (other than United Nations staff members and United Nations Volunteers) who are assigned to carry out missions on behalf of UNSMIL whose names are for that purpose provided to the Government by the Special Representative

(xi) In addition, I propose that the Government extend to UNSMIL, its property, funds and assets and its members, the privileges and immunities, exemptions and facilities set forth in the Convention on the Privileges and Immunities of the United Nations, to which Tunisia is a party. In this regard, United Nations Volunteers shall be considered United Nations staff members and therefore shall enjoy the privileges and immunities under articles V and VII of the Convention.

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

Finally, I would like to recall that Tunisia is a party to the Convention on the Safety of United Nations and Associated Personnel adopted by the United Nations General Assembly on 9 December 1994. The United Nations expects the Government, of course, to take the necessary measures to ensure that the Convention is applied in respect of UNSMIL personnel and property and assets during the period of their temporary relocation in Tunisia.

If the foregoing provisions are acceptable to the Government of Tunisia, I propose that this letter, together with your reply to that effect, constitute an agreement between the United Nations and the Government of Tunisia regarding the urgent temporary relocation of UNSMIL from Libya to Tunisia, which will enter into force on the date of your reply.

MARTIN KOBLER

[Signed]

Special Representative of the Secretary-General
Head of UNSMIL

II

Tunis, 30 November 2015

Sir,

By letters dated 30 November 2015, you informed me of the following regarding the activities of the United Nations Support Mission in Libya (UNSMIL), established pursuant to the Security Council resolution 2009 (2011) of 16 September 2011.

[See letter I]

In response, I have the honour to inform you that the provisions mentioned above and contained in your letters, are acceptable to the Government of Tunisia. Your letters and this reply therefore constitute an agreement between Tunisia and the United Nations, which will enter into force from the date of this letter.

Accept, Sir, the assurances of my highest consideration.

TAIEB BACCOUCHE

[Signed]

(h) Agreement between the United Nations and the Syrian Arab Republic concerning the status of the United Nations Joint Investigative Mechanism established by Security Council Resolution 2235 (2015)*

Without prejudice to the sovereignty of the Syrian Arab Republic;

And in order to ensure the timely, safe and secure conduct of the mandate of the Joint Investigative Mechanism (the “JIM”) set out in United Nations Security Council resolution 2235 (2015) of 7 August 2015 and any subsequent decision or resolution of the United Nations relevant to, and relating specifically to, the JIM;

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

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) The “JIM” means the Joint Investigative Mechanism established by the United Nations Security Council in its resolution 2235 (2015) of 7 August 2015;

(b) The “Head of the JIM” means the person appointed by the Secretary-General to lead the JIM;

(c) A “member of the JIM” means the Head of the JIM and such persons who are assigned by the Secretary-General to serve as part of the JIM;

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

* Entered into force provisionally on 11 December 2015, in accordance with article XXI. United Nations registration no. I-53468.

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

(f) A “contributing State or organization” means a Member State of the United Nations or an organization providing support to the JIM, including but not limited to, personnel, equipment, services, provisions, supplies, materials or other goods, including spare parts and means of transport, including vehicles and other means of transport, if any, for the JIM;

(g) The “General Convention” means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which the Syrian Arab Republic is a Party;

(h) “Contractors” means persons, other than members of the JIM, engaged by the United Nations, including juridical as well as natural persons and their employees and subcontractors, to perform services for the United Nations and the JIM 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 JIM. Such contractors shall not be considered third party beneficiaries to this Agreement;

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 JIM or to any member thereof or to contractors thereunder shall apply in the Syrian Arab Republic only.

III. APPLICATION OF THE GENERAL CONVENTION

3. The JIM, 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 General Convention.

4. Article II of the General Convention shall apply to the JIM and to the property, funds and assets of contributing States used in connection with the JIM.

IV. STATUS OF THE JIM

5. The JIM 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 JIM 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 JIM and its members shall respect all local laws and regulations.

6. The Government undertakes to respect the exclusively international nature of the JIM.

V. FLAGS, MARKINGS AND IDENTIFICATION

7. The Government recognizes the right of the United Nations to display within the Syrian Arab Republic the United Nations flag on the premises of the JIM in Syria and on vehicles, aircraft and vessels and otherwise as decided by the Head of the JIM.

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

VI. COMMUNICATIONS

9. In addition to the privileges and immunities enjoyed by the United Nations under the General Convention, the JIM 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 JIM. All communications directed to the JIM and all outward communications of the JIM, by whatever means or whatever form transmitted, shall be unrestricted and inviolable. The JIM 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.

VII. TRAVEL AND TRANSPORT

10. The JIM, its members and contractors, together with their property, equipment, provisions, supplies, fuel, materials and other goods, including spare parts, as well as vehicles and other necessary means of transport, if any, 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.

11. The JIM shall inform the competent Syrian authorities of the movement of its personnel within the country as appropriate.

12. Within the framework of the mandate of the JIM, the Government shall, where necessary, provide the JIM 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 JIM's movements and ensuring the safety and security of its members and contractors.

13. The JIM's vehicles and other necessary means of transport, if any, including the vehicles of its contractors, and other necessary means of transport, if any, shall be notified to the Syrian government and shall not be subject to registration or licensing by the Government and shall be exempt from search and seizure.

14. The JIM shall promptly notify the competent Syrian authorities of the loss of a JIM vehicle and where appropriate shall authorize the Syrian authorities to recover any such vehicle.

VIII. PRIVILEGES AND IMMUNITIES GRANTED TO THE JIM

15. The JIM 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. As provided for in paragraph 3 of the present Agreement, the JIM, 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 General 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 JIM, including the equipment and any information generated, received, stored or processed by the JIM;

(b) The JIM 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 JIM, 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 including value-added tax 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 JIM.

IX. PREMISES REQUIRED FOR CONDUCTING THE OPERATIONAL AND ADMINISTRATIVE ACTIVITIES OF THE JIM

16. The Government shall assist the JIM in obtaining for as long as may be required, such areas for office space and facilities as may be necessary for the conduct of the investigation, in a manner that preserves the JIM's ability to carry out its mandated activities without jeopardizing health and safety, and without compromising its freedom of action and judgment. 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. The Government shall guarantee unimpeded access to the members of the JIM to such premises.

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

X. PROVISIONS, SUPPLIES AND SERVICES

18. 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 JIM, 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 and without the payment of monetary contributions, duties, fees, charges or taxes.

XI. RECRUITMENT OF LOCAL PERSONNEL

19. The JIM may recruit locally such personnel as it requires. Upon the request of the Head of the JIM, the Government undertakes to facilitate the recruitment of qualified local staff by the JIM and to accelerate the process of such recruitment.

XII. CURRENCY

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

XIII. STATUS, PRIVILEGES AND IMMUNITIES OF THE MEMBERS OF THE JIM

21. The Head of the JIM, the two deputies in charge of the political and investigative components of the JIM, respectively, and such high-ranking members of the JIM as may be agreed upon with the Government, shall have the status specified in Sections 19 and 27 of the General Convention, provided that the privileges and immunities referred to therein shall be those accorded to diplomatic envoys by international law.

22. Officials of the JIM shall be entitled to the privileges and immunities of Articles V and VII of the General Convention.

23. Experts assigned to serve with the JIM, whose names are for that purpose notified to the Government by the Head of the JIM, 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 General Convention.

24. Locally recruited personnel of the JIM, whose names are notified to the government, 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 General Convention. It is understood that locally recruited personnel are only exempt from national service obligations for the period of their service with the JIM and can, therefore, fulfil their national service obligations after they have completed their service with the JIM.

25. Members of the JIM shall be exempt from taxation in respect of salaries and emoluments paid to them by 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.

26. Members of the JIM 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 JIM. 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 JIM upon prior written notification by, and in coordination with, the Head of the JIM and the United Nations Secretariat. On departure from the Syrian Arab Republic, members of the JIM may take with them such funds that were received by them in pay and emoluments from the United Nations, any unspent funds that the members of the JIM have brought into the

Syrian Arab Republic in connection with the conduct of activities for the JIM, or any funds from a contributing State and are a reasonable residue thereof.

XIV. ENTRY AND DEPARTURE

27. The Head of the JIM and members of the JIM shall, whenever so required, have the right to enter into and depart from the Syrian Arab Republic.

28. The Government undertakes to facilitate the entry into and departure from the Syrian Arab Republic, without delay or hindrance, of the Head of the JIM and members of the JIM and shall be kept informed of such movement. For that purpose, the Head of the JIM and members of the JIM 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.

29. For the purpose of such entry or departure, members of the JIM shall only be required to have a United Nations laissez passer and/or a national passport with a certificate that they are travelling on the official business of the United Nations. In view of the Secretary-General's responsibility for the JIM and its members, in the event that an aircraft provided by the Government is not used for security or other compelling considerations, medical evacuations and other emergency flights shall be given prompt clearance and shall in any event be entitled to proceed as soon as the relevant authorities of the Government have been notified of the details of the flights, and the Government shall ensure the safe conduct of such flights within its airspace.

XV. SAFETY AND SECURITY

30. The JIM will arrange for security guards and related services without prejudice to the Government's responsibility for the security and safety of the JIM and its members.

31. Military liaison officers of the JIM 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 JIM may be authorized by the Head of the JIM at other times. Military liaison officers of the JIM, as well as United Nations Security Officers and United Nations close protection officers designated by the Head of the JIM, 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, JIM 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 Head of the JIM.

32. 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 JIM, its members and associated personnel and their equipment and premises. In particular:

(a) The Government shall ensure the safety, security and freedom of movement on the territory of the Syrian Arab Republic, of the JIM, 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 JIM 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 United Nations Security Council resolution 2235 (2015) and any subsequent decision or resolution of the relevant organs of the United Nations relevant to, and relating specifically to, the JIM. This is without prejudice to the fact that all premises of the JIM are inviolable and subject to the exclusive control and authority of the United Nations;

(b) If members of the JIM 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 United Nations or to the JIM 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.

33. Upon the request of the Head of the JIM, the Government shall provide such security, as necessary, to protect the JIM, its members and associated personnel and their equipment during the exercise of their functions.

XVI. SUPPORT FOR JIM ACTIVITIES

34. The Government shall provide such support as is requested by the JIM to facilitate the activities pursued by the JIM in the performance of its mandate in the Syrian Arab Republic. Such support, coordinated between the Government and the JIM in a manner consistent with paragraph 7 of resolution 2235 (2015), shall include, but not be limited to:

(a) Assuring the security and, upon request, provide transportation for the JIM and its members, their equipment, documents and other materials, including samples, required for their activities;

(b) Providing appropriate medical assistance and services as necessary to the JIM and its members and facilitate access to hospitals and related facilities in the event of the need to evacuate from the Syrian Arab Republic, for medical reasons, members of the JIM;

(c) Providing the JIM and its members full access to all locations, individuals, materials and other information that the JIM deems relevant to its investigation and where the JIM determines that there are reasonable grounds to believe access is justified based on its assessment of the facts and circumstances known to it at the time;

(d) Allowing the JIM to collect, remove and transport of any and all materials, including samples, required by the JIM for analysis and permitting the unhindered passage through agreed border crossings, without customs inspection, of the JIM's equipment, materials, including samples, and gear;

(e) Securing and preserving the sites where it is alleged that chemicals have been used as weapons, including chlorine or any other toxic chemical, as far as possible while also consistent with the protection of the surrounding population and the environment;

(f) Locating, identifying and, as appropriate, preserving, any material, such as samples of a suspected chemical substance, remnants of munitions, contaminated soil, vegetation or water, contaminated clothes, biomedical samples obtained from casualties as well as post-mortem samples or other articles.

XVII. LIMITATIONS ON LIABILITY

35. The Government shall be responsible for dealing with, and hold the United Nations harmless in respect of any claims, including third party claims, arising from the implementation of United Nations Security Council resolution 2235 (2015) and any subsequent decision or resolution of the relevant organs of the United Nations relevant to, and relating specifically to, the JIM, unless the United Nations agrees that such claims arise from or are directly attributable to the gross negligence or wilful misconduct of the United Nations, its officials or experts on mission.

XVIII. SETTLEMENT OF DISPUTES

36. Subject to paragraph 35 above, all other disputes between the JIM and the Government arising out of the interpretation or application of the present Agreement will be amicably settled by negotiations between the United Nations 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 Secretary-General of the United Nations 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 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 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 creation 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 JIM, the Head of the JIM 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.

37. All differences between the United Nations and the Government arising out of the interpretation or application of the present arrangements concerning the General Convention shall be dealt with in accordance with the procedure set out in Section 30 of that Convention.

XIX. SUPPLEMENTARY ARRANGEMENTS

38. The Secretary-General of the United Nations and/or the Head of the JIM and the Government may conclude supplementary arrangements to the present Agreement, including on the provision of medical services and emergency medical evacuation services.

XX. LIAISON

39. The Head of the JIM and the Government shall take appropriate measures to ensure close and reciprocal liaison at every appropriate level.

XXI. MISCELLANEOUS PROVISIONS

40. Wherever the present Agreement refers to privileges, immunities and rights of the JIM and to facilities that the Syrian Arab Republic undertakes to provide to the JIM, 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, in areas under its control.

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

42. The present Agreement shall remain in force until the departure of the final element of the JIM from the Syrian Arab Republic upon completion of the JIM's mandate within the Syrian Arab Republic, in accordance with Article I, paragraph 1(a) above, except that:

(a) The provisions of paragraph 35 shall remain in force;

(b) The provisions of paragraphs 36 and 37 shall remain in force until all claims made in accordance with the provisions of paragraph 36 have been settled.

43. 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 JIM.

44. 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 JIM, provided that this is done with the written consent of the Head of the JIM, 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.

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

Done at ... in two original copies in each of the English and Arabic languages, on

For the United Nations

For the Government of the Syrian
Arab Republic

[Signed]

[Signed]

VIRGINIA GAMBA

BASHAR JA'AFARI

Head

Permanent Representative of the

OPCW-UN, Joint Investigative Mechanism

Syrian Arab Republic to the United Nations

3. Other agreements

Exchange of letters between the United Nations and Cambodia concerning the loan of certain maps by the United Nations to the Royal Government of Cambodia

I

5 August 2015

Excellency,

I have the honour to refer to the letter dated 5 August 2015 from the Secretary-General to His Excellency Samdech Akka Moha Sena Padei Techo Hun Sen, Prime Minister of the Kingdom of Cambodia. A copy of that letter is attached for your information.*

Further to that letter, I wish to propose the conditions and understandings that are to apply to the loan of the maps in question by the United Nations Dag Hammarskjöld Library to your Government. These proposed conditions and understandings are set out in an attachment to this letter.

If these conditions and understandings meet with your approval, I would propose that this letter and your reply confirming your acceptance of these conditions and understandings shall constitute an agreement between the United Nations and Cambodia, which shall enter into force on the date of your reply.

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

[Signed]

CRISTINA GALLACH

Under-Secretary-General
for Communications and Public Information

CONDITIONS AND UNDERSTANDINGS APPLICABLE TO THE LOAN BY THE UNITED NATIONS OF CERTAIN MAPS TO THE GOVERNMENT OF THE KINGDOM OF CAMBODIA

1. The United Nations agrees to loan the original copies of the following maps that are in its possession (the “maps”) to the Government of the Kingdom of Cambodia (the “Government”):

[List not reproduced]

2. The maps shall be loaned by the United Nations to the Government for a period of up to 14 days, commencing from the date of their handover in Phnom Penh by a designated official of the United Nations to a designated official of the Government.

3. The designated official of the United Nations will transport the maps to and from Phnom Penh. He or she may be accompanied for this purpose by one other United Nations official. That/Those United Nations official(s) will remain in Cambodia for the duration of the loan.

* Copy of the letter omitted.

4. The designated official of the United Nations shall hand over the maps to the designated official of the Government on the day following his or her arrival in Phnom Penh at a time and place in Phnom Penh to be mutually agreed between them.

5. The designated official of the United Nations and the designated official of the Government shall sign two copies of a document confirming the handover of the maps by the United Nations to the Government. One copy of this document shall be kept by the United Nations and one by the Government.

6. The designated official of the United Nations and the designated official of the Government shall serve as liaison between the United Nations and the Government on all matters relating to the implementation of this exchange of letters throughout the period that the maps are on loan to the Government.

7. The United Nations and the Government shall inform each other of the identities of their respective designated officials in advance of the travel of the designated official of the United Nations to Phnom Penh.

8. The designated official of the United Nations shall have no functions in respect of or concerning the maps other than those that are specified in the present agreement.

9. During the period that the maps are on loan to the Government, the Government shall at all times keep them in its possession and control on Government premises. The location of those premises shall be notified to the designated official of the United Nations. Any change in the premises at which the maps are being kept shall be immediately notified to that designated official.

10. The Government agrees to take all necessary precautions and measures to ensure that the maps are preserved in their original state and to ensure that they are not destroyed, damaged, lost or undergo any form of deterioration while they are on loan to the Government. To these ends, the Government agrees to keep the maps in a secure environment that will ensure their protection from humidity, water, fire, natural disasters, theft or other causes that may destroy or damage, or result in the loss or deterioration of the maps.

11. The Government agrees to notify the United Nations of the precautions and measures that it will put in place for the purposes specified in the preceding paragraph in advance of the travel by the designated official of the United Nations to Phnom Penh.

12. In the event that the United Nations considers that the precautions and measures notified by the Government in accordance with the preceding paragraph are not sufficient for the purposes specified in paragraph 9, the United Nations may request that the Government put in place additional or different precautions and measures for those purposes. Upon receipt of any such request, the Government shall take the precautions and measures specified by the United Nations and inform the United Nations once this has been done. It is understood that the designated official of the United Nations will not transport the maps to Phnom Penh unless and until the United Nations is so notified.

13. The maps may only be handled and used by Government officials for official governmental purposes.

14. The Government may copy or electronically scan the maps. The means employed for such purpose shall be of such a nature that the maps will not be exposed to risk of destruction, loss, damage or any form of deterioration.

15. The designated official of the United Nations shall, upon request, be afforded full and immediate access to all of the maps and to inspect the conditions under which they are being kept and used.

16. In the event that the designated official of the United Nations considers that the maps are being kept or used in a manner that is not consistent with the terms of this agreement, he or she may, at any time, request the Government to take specified corrective measures or request that the maps be returned to the United Nations. Upon receipt of any such request, the Government shall immediately take the corrective measures specified or return the maps to the designated official of the United Nations.

17. Subject to the preceding paragraph, the maps shall be returned to the designated official of the United Nations no later than 14 days after their initial handover to the designated official of the Government, at a time and place in Phnom Penh to be mutually agreed between those two officials.

18. All the maps shall be returned to the designated official of the United Nations in their original condition.

19. The designated official of the United Nations and the designated official of the Government shall sign two copies of a document confirming that the maps have been returned by the Government to the United Nations. One copy of this document shall be kept by the United Nations and one by the Government.

20. All expenses related to the transportation of the maps by the United Nations official(s) to and from Cambodia and the stay of that or those official(s) in Cambodia shall be borne by the Government. The standard and costs of travel of, and the costs of the daily subsistence allowance payable to, such United Nations official(s) shall be determined and calculated in accordance with the applicable rules, regulations and rates of the United Nations.

21. Should any of the maps be destroyed or lost while they are on loan to the Government, the Government shall pay full compensation to the United Nations for their loss. Should any of the maps be damaged or undergo any form of deterioration while they are on loan to the Government, the Government shall pay compensation to the United Nations in the full amount necessary to defray all of the costs incurred by the United Nations for their repair, restoration or stabilization.

22. The maps shall remain the property of the United Nations at all times. They shall at all times enjoy the inviolability that is enjoyed by all documents belonging to the United Nations pursuant to Article 105 of the Charter of the United Nations and Article II, Section 4, of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946, to which the Kingdom of Cambodia is party. Nothing in or related to this exchange of letters shall be deemed to constitute a waiver, express or implied, of the privileges and immunities of the United Nations or of any of its officials.

23. The United Nations is not to be understood to officially endorse or accept the boundaries and names shown on the maps.

II

7 August 2015

Excellency,

I am pleased to inform you that the Royal Government of Cambodia is agreeable to the Conditions and Understandings applicable to the loan by the United Nations of certain maps to the Royal Government of Cambodia as stated in the attachment of your letter dated 5 August 2015.

On behalf of the Royal Government of Cambodia, I wish to confirm the Government's acceptance to the Conditions and Understandings, which shall constitute an official agreement between the Royal Government of Cambodia and the United Nations, and shall enter into force on the date of my reply.

[Details of designated officials and their arrangements omitted]

Once the maps are handed over, the Royal Government of Cambodia guarantees the security and protection of the maps which will be safely kept in the Peace Palace.

...

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

[Signed]

RY TUY

Ambassador and Permanent Representative
of Cambodia to the United Nations

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*

During 2015, the Comoros acceded to the Convention and a number of States 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>
Comoros	16 April 2015	ILO
France	6 November 2015	UNWTO
Lithuania	12 June 2015	UNWTO
Paraguay	11 November 2015	UNWTO
Seychelles	24 August 2015	UNWTO

As at 31 December 2015, there were 127 States parties to the Convention.**

2. International Labour Organization

On 25 February 2015, an agreement for extension of the “Supplementary Understanding and its Minutes of the Meeting dated 26 February 2007”*** 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.****

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

** 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>.

*** International Labour Office (ILO), Developments concerning the question of the observance by the Government of Myanmar of the Forced Labour Convention, 1930 (No. 29), document GB.298/5/1, Appendix. Available from <https://www.ilo.org/public/english/standards/relm/gb/docs/gb298/pdf/gb-5-1.pdf>.

**** Available from https://www.ilo.org/yanon/info/meetingdocs/WCMS_350060/lang--en/.

3. Food and Agriculture Organization

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

The legal status, privileges and immunities enjoyed by FAO representations, regional, country and liaison offices, their personnel and assets are set out in agreements concluded with the host States. In 2015, agreements concerning the establishment of FAO representations were concluded with the Argentine Republic (8 June 2015), the Republic of Azerbaijan (25 May 2015), the Republic of Cameroon (8 September 2015), the Republic of the Congo (1 November 2015), the Republic of Fiji (6 June 2015), the Republic of Kazakhstan (23 May 2015), the Russian Federation (5 February 2015), and Solomon Islands (11 May 2015). These confirm the applicability of the 1947 *Convention on the Privileges and Immunities of the Specialized Agencies* to the representation, FAO's personnel and its assets, as well as the activities carried out by FAO within that State.

(b) Agreements for hosting meetings of FAO Bodies

For the purpose of holding international conferences and meetings of FAO bodies outside FAO Headquarters and premises, FAO normally concludes agreements specifying the privileges and immunities and other facilities that the Organization and participants (delegations and observers) will enjoy for the purpose of the meeting. These agreements are based on a standard Memorandum of Responsibilities.* During 2015, Memoranda of Responsibilities were concluded with the Federative Republic of Brazil, the Kingdom of Cambodia, the People's Republic of China, the Republic of Colombia, the Republic of Cyprus, the Republic of Italy, the United Mexican States, the Kingdom of Morocco, and the United States of America.

(c) Agreements concerning FAO technical assistance activities

In accordance with Article XVI of the FAO Constitution, and in line with longstanding practice, a substantial number of agreements were concluded with FAO Members for the purpose of regulating technical assistance activities to be conducted within their jurisdictions. Generally, these agreements addressed the legal status of FAO, its privileges and immunities, and included provisions holding FAO harmless from any claim or liability arising from, or in connection with, the FAO activities within the State concerned.

(d) Resource mobilization and collaboration with other entities

FAO works with a variety of partners, including Member Nations, international financing institutions, the private sector and civil society organizations. Partners may provide financial support, as well as contribute their knowledge, expertise and networks to the implementation of activities under FAO's Strategic Framework. FAO also promotes partnership through South-South Cooperation. Various legal instruments are entered into by

* See Chapter II.B.2.(a) of the *United Nations Juridical Yearbook 1972* (United Nations Publication, Sales No. E.74.V.1).

FAO in the context of its collaboration with partners. The status of the individual partner will, to a large extent, inform the content of each legal instrument.

Agreements with resource partners are designed with a view to ensuring that the neutrality and impartiality of the Organization is maintained and its integrity, independence and reputation are not put at risk. Typically, these agreements will maintain the privileges and immunities of the Organization, confirm the non-applicability of any single national system of law, and establish specific dispute settlement procedures to be applied in the case of differences. In addition, in line with its mandate as a knowledge-sharing institution, intellectual property clauses will normally establish that FAO owns the copyright to outputs of activities funded by the resource partner to ensure that dissemination of information is possible. Moreover, agreements will reflect the requirement in the Financial Regulations that voluntary contributions do not draw upon the Organization's regular programme resources.^{*} During 2015, specific templates and framework agreements were negotiated and agreed with several partners.

Furthermore, FAO enters into general frameworks for cooperation with other inter-governmental organizations, including sister UN System entities, civil society organizations, private sector actors, academic and research institutions.^{**} Partnerships are memorialized in legal arrangements (e.g. Memoranda of Understanding or Exchanges of Letters), defining the rights and responsibilities of the Parties and safeguarding FAO's status and privileges and immunities. Typically, these instruments do not establish binding commitments in respect of resources; rather, they establish the general conditions for future collaboration, to be operationalized by supplementary agreements for specific activities.

(e) The Participation Contract of Expo Milano 2015

In 2015, the UN System entities participated in the exhibition *Expo Milano 2015*, which was held in Milan, Italy, from 1 May to 31 October (see Chapter III-B, Section (c) on *The participation of the United Nations System in Expo Milano 2015*).

The modalities of participation of the UN System in *Expo Milano 2016* were addressed in the *Participation Contract of Expo Milano 2015, Italy* concluded between the United Nations, including its Funds, Programmes and Specialized Agencies, and *Expo 2015 S.p.A.*. The *Participation Contract* defined the rights and responsibilities of the Parties, confirmed the privileges and immunities of the United Nations System as

^{*} FAO Financial Regulation 6.7, which provides that "Voluntary contributions, whether or not in cash, may be accepted by the Director-General, and Trust and Special Funds may be established by him to cover moneys made available to the Organization for special purposes, provided that the purposes of such contributions and moneys are consistent with the policies, aims and activities of the Organization. The purposes and limits of any Trust and Special Funds shall be clearly defined. The acceptance of any such contributions and moneys which directly or indirectly involves additional financial obligations for Member Nations and Associate Members shall require the consent of the Conference. Trust and Special Funds and voluntary contributions shall be administered in accordance with the Financial Regulations of the Organization, unless otherwise provided for by the Conference. Trust and Special Funds shall be reported to the Finance Committee". Available from <http://www.fao.org/3/a-mp046e.pdf>.

^{**} See the *Strategy for Partnerships with the Private Sector and the Strategy for Partnerships with Civil Society Organizations*, as adopted by the Council at its 146th Session in 2013, Report of the 146th Session (22–26 April 2013) (CL146/REP), paras. 14, 24–25 and Appendices C and F.

established in the 1946 *Convention on the Privileges and Immunities of the United Nations* and the 1947 *Convention on the Privileges and Immunities of the Specialized Agencies*, as well as in other agreements, laws or decrees of national or international character, as applicable to the Republic of Italy. The *Participation Contract* also included provisions holding the UN System and its officials harmless from any claim or liability arising out of, or relating to, the participation of the UN System in the exhibition.

4. United Nations Educational, Scientific and Cultural Organization

For the purpose of holding international conferences on the territory of Member States, UNESCO concludes various agreements that contained the provisions concerning the legal status of the Organization.*

However, in 2015, UNESCO encountered difficulties convincing Member States which hosted international conferences to sign such agreements to ensure the Organization's privileges and immunities.

5. International Fund for Agricultural Development

In 2015 the International Fund entered into a host country agreement with each of the following Member States: Indonesia (17 February 2015); Cote d'Ivoire (18 March 2015); Morocco (8 May 2015); and Cambodia (11 August 2015).

6. United Nations Industrial Development Organization

(a) Letter of agreement between the United Nations Industrial Development Organization and the Republic of Chad regarding the implementation of a project in Chad entitled "Project on building the commercial capacity of the Chadian gum arabic industry", signed on 2 and 14 April 2015**

“... ”

11. Privileges and Immunities

The Government agrees to accord the Agency, including its organs, property, funds and assets, its officials, and its staff and consultants in the country, the privileges and immunities stipulated in the Convention on the Privileges and Immunities of the United Nations adopted by the United Nations General Assembly on 13 February 1945, in the implementation of the activities specified in annex III. In addition, the Government undertakes to apply to the Agency, and in particular to the activities listed in annex III to this Agreement, *mutatis mutandis*, the provisions of the Basic Agreement between the Government and the United Nations Development Programme (UNDP) of 14 October 1977. Nothing in this LoA shall be considered as a waiver of the privileges and immunities of the Agency.”***

* For the text of the provisions, see Chapter II.B.3 of the *United Nations Juridical Yearbook 2013* (United Nations Publication, Sales No. E.17.V.3).

** Entered into force on 14 April 2015.

*** Unofficial translation by the Secretariat.

(b) Exchange of letters amending the basic cooperation agreement of 24 April 1989 between the United Nations Industrial Development Organization and the Government of the Republic of Cameroon, signed on 9 June and 6 July 2015*

... Considering that, during the phase of installation of the palm fruit processing equipment in the sheds built in the pilot sites, a dispute of a fiscal nature arose between a Cameroonian supplier of goods and services and the tax administration about the payment of VAT in the context of services provided on behalf of UNIDO, and in order to clarify the tax treatment of goods and services provided by service providers residing in the Republic of Cameroon and selected by UNIDO, the Government of Cameroon proposes to exempt UNIDO from:

(a) all customs duties, taxes and duties due on imports of goods and services directly related to any project involving UNIDO assistance to Cameroon; and

(b) VAT due on local purchases of goods and services directly related to any project involving UNIDO assistance to Cameroon;

It is further understood that the fees, duties and taxes referred to in subparagraphs (a) and (b) above, excluding service charges, shall be borne by the budget of the State.**

(c) Agreement between the United Nations Industrial Development Organization and the Swiss Agency for Development and Cooperation (SDC) regarding the implementation of a project entitled “Eastern azir: Support for enhancing the competitiveness of the rosemary value chain in the Oriental region”, signed on 28 August 2015***

17. Nothing in or relating to this Agreement shall be deemed a waiver of any of the privileges and immunities of the United Nations, its subsidiary organs and its specialized agencies including UNIDO, whether under the Convention on the Privileges and Immunities of the United Nations, or otherwise, and no provision of this Agreement shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

* Entered into force on 6 July 2015.

** Unofficial translation by the Secretariat.

*** Entered into force on 28 August 2016.

(d) Trust Fund Agreement between the United Nations Industrial Development Organization and the Ministry of Industry of the Republic of Sudan regarding the implementation of a project in Sudan entitled “Inclusive and sustainable industrial investment forum in the Republic of Sudan”, signed on 1 November 2015^{*}

ANNEX A—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 and entered into force on 7 March 1996.

(e) Delegation agreement between the United Nations Industrial Development Organization and the European Union regarding the implementation of a project entitled “Mitigating Toxic Health Exposures in Low- and Middle-Income Countries: Global Alliance on Health and Pollution”, signed on 16 and 22 December 2015^{}**

ANNEX II—GENERAL CONDITIONS FOR PA GRANT OR DELEGATION AGREEMENT

Article 14. Applicable law and settlement of disputes

14.1 The Parties shall endeavor to amicably settle any dispute or complaint relating to the interpretation, application or fulfilment of the Agreement, including its existence, validity or termination.

...

14.4 Where the Organization is an international organization:

(a) nothing in the Agreement shall be interpreted as a waiver of any privileges or immunities accorded to any Party by its constituent documents, privileges and immunities agreements or international law;

(b) in the absence of amicable settlement in accordance with Article 14.1 above, any dispute, controversy or claim arising out of or relating to the interpretation, application or performance of this Agreement, including its existence, validity or termination, shall be settled by final and binding arbitration in accordance with the Permanent Court of Arbitration Optional Rules for Arbitration Involving International Organizations and States, as in effect on the date of this Agreement. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitrator’s decision shall be binding on all Parties and there shall be no appeal.”

^{*} Entered into force on 1 November 2015.

^{**} Entered into force on 22 December 2015.

7. Organization for the Prohibition of Chemical Weapons

In 2015, agreements on the privileges and immunities of the Organization for the Prohibition of Chemical Weapons (OPCW) between the OPCW and the Republic of Kenya, the Republic of Burundi and the Government of Colombia entered into force on 19 February 2015, 30 April 2015 and 7 September 2015, respectively.*

8. International Criminal Court

Agreement on the Privileges and Immunities of the International Criminal Court

On 2 January 2015, the State of Palestine acceded to the Agreement on the Privileges and Immunities of the International Criminal Court.**

* The agreements are textually similar to the agreement published in Chapter II.B.6 of the 2013 *United Nations Juridical Yearbook* (United Nations Publication, Sales No. E.17.V.3) with the main exception that the agreement with the Government of Colombia applies to “spouses or permanent partners”, rather than only to “spouses”. The texts of the agreements are not reproduced in this volume.

** For an overview of States parties, see https://treaties.un.org/pages/ViewDetails.aspx?src=TREATY&mtdsg_no=XVIII-13&chapter=18&lang=en.