

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

1969

Part One. Legal status of the United Nations and related inter-governmental organizations

Chapter II. Treaty provisions concerning the legal status of the United Nations and related inter-governmental organizations



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Chapter II

TREATY PROVISIONS CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTER-GOVERNMENTAL ORGANIZATIONS

A. Treaty provisions concerning the legal status of the United Nations

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE UNITED NATIONS.¹ APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 13 FEBRUARY 1946

The following States acceded to the Convention on the Privileges and Immunities of the United Nations in 1969:²

<i>State</i>	<i>Date of receipt of instrument of accession</i>
Lesotho	26 November 1969
Mauritius	18 July 1969 d ³

This brought up to 101 the number of States parties to the Convention.

2. AGREEMENTS RELATING TO MEETINGS AND INSTALLATIONS

Agreement between the United Nations and the United States of America regarding the Headquarters of the United Nations. Signed at Lake Success on 26 June 1947⁴

Second Supplemental Agreement⁵ between the United Nations and the United States of America regarding the Headquarters of the United Nations. Signed at New York on 28 August 1969

The United Nations and the United States of America,

Considering that the office space available within the Headquarters District, as defined in Annex 1 of the Agreement Regarding the Headquarters of the United Nations signed

¹ United Nations, *Treaty Series*, vol. 1, p. 15.

² The Convention is in force with regard to each State which deposited an instrument of accession with the Secretary-General of the United Nations, as from the date of its deposit.

³ The symbol d immediately following the date appearing opposite the name of a State denotes a declaration by that State recognizing itself bound, as from the date of its independence, by the Convention, the application of which had been extended to its territory by a State then responsible for the conduct of its foreign relations. The date shown is the date of receipt by the Secretary-General of the notification to that effect.

⁴ United Nations, *Treaty Series*, vol. 11, p. 12.

⁵ Came into force on the date of signature.

at Lake Success on 26 June 1947, and that referred to in the Supplemental Agreement of 9 February 1966 ⁶ as amended by the Exchange of Notes of 8 December 1966, ⁷ are inadequate and it has become necessary for units of the Secretariat of the United Nations to be provided with other premises outside the areas so delineated;

Considering that, for this purpose, the United Nations has acquired leases of certain office space in the Chrysler Building, 666 Third Avenue and in the building at 485 Lexington Avenue in the Borough of Manhattan, City of New York;

Considering that it is desirable that, with respect to those premises, the United Nations, officials of the United Nations, and representatives of the Members of the United Nations be accorded the necessary privileges and immunities as envisaged in Article 105 of the Charter of the United Nations and in the Headquarters Agreement; and

Desiring to conclude a Second Supplemental Agreement, in accordance with Section 1(a) of the Headquarters Agreement, in order to include those premises within the Headquarters District;

Have agreed as follows:

Article I

The Headquarters District, within the meaning of Section 1(a) of the Agreement between the United States of America and the United Nations regarding the Headquarters of the United Nations, signed at Lake Success on 26 June 1947, shall include, in addition to the area defined in Annex 1 to that Agreement and to those referred to in the Supplemental Agreement, as amended, as aforesaid, the following premises:

1. The entire second floor of the Chrysler Building located at 666 Third Avenue, New York City. Said premises shall include all offices, rooms, halls and corridors on the said second floor, but shall not include any stairways and elevators giving public access to other floors.
2. The entire twenty-second and twenty-third floors of the building at 485 Lexington Avenue, New York City. Said premises shall include all offices, rooms, halls and corridors on the said twenty-second and twenty-third floors but shall not include any stairways and elevators giving public access to other floors.
3. Any additional floor space in either building described in 1 and 2 above, provided that approval through an exchange of notes between the United Nations Secretary-General and the United States Permanent Representative to the United Nations has been obtained to the inclusion of such additional space in the Headquarters District. Extension of the Headquarters Agreement to such additional space will be effective on the date the United Nations takes possession or the date of the exchange of notes, whichever is later.

Article II

The Secretary-General of the United Nations shall notify the Permanent Representative of the United States to the United Nations immediately should any of the premises described in Article I, or any part of such premises, cease to be used for offices by the Secretariat of the United Nations. Such premises, or such part thereof, shall cease to be a part of the Headquarters District from the date of such notification.

⁶ *Juridical Yearbook*, 1966, p. 27.

⁷ *Ibid.*, p. 29.

Article III

This Second Supplemental Agreement shall enter into force upon its signature.

IN WITNESS WHEREOF the respective representatives have signed this Second Supplemental Agreement.

DONE in duplicate, in the English language, at New York this twenty-eighth day of August, 1969.

For the Government of the
United States of America
Charles W. YOST
*Permanent Representative of the
United States of America
to the United Nations*

For the United Nations

U THANT
Secretary-General

3. AGREEMENTS RELATING TO THE UNITED NATIONS CHILDREN'S FUND: REVISED MODEL AGREEMENT CONCERNING THE ACTIVITIES OF UNICEF⁸

Article VI

Claims against UNICEF

[See *Juridical Yearbook*, 1956, pp. 31 and 32]

Article VII

Privileges and immunities

[See *Juridical Yearbook*, 1965, p. 32]

- (a) Agreements between UNICEF and the Governments of Ceylon, Jordan, Guyana, Southern Yemen and Kuwait concerning the activities of UNICEF⁹. Signed respectively at Colombo on 27 January 1969, at Amman on 24 March 1969, at Georgetown on 2 July 1969, at Al-Cha'ab on 26 July 1969, and at Kuwait on 26 January 1969

These agreements contain articles similar to articles VI and VII of the revised model agreement.

- (b) Agreement between UNICEF and Singapore concerning the activities of UNICEF.¹⁰ Signed at Bangkok on 8 July 1969 and at Singapore on 31 July 1969

This agreement contains articles similar to articles VI and VII of an earlier version of the revised model agreement (see *Juridical Yearbook*, 1963, p. 26).

- (c) Agreement between UNICEF and Uruguay concerning the activities of UNICEF.¹¹ Signed at Montevideo on 18 December 1956

⁸ Revised January 1968.

⁹ Came into force respectively on 27 January 1969, 24 March 1969, 2 July 1969, 26 July 1969 and 13 August 1969.

¹⁰ Came into force on 31 July 1969.

¹¹ Came into force on 18 January 1969.

Article VII

Immunity from taxation

A. The Fund, its assets, property income and its operations and transactions of whatsoever nature, shall be immune from all taxes, fees, tolls, or duties imposed by the Government or by any political sub-division thereof or by any other public authority in Uruguay. The Fund shall also be immune from the liability for the collection or payment of any tax, fee, toll, or duty imposed by the Government or any political sub-division thereof or by any other public authority.

B. No tax, fee, toll, or duty shall be levied by the Government or any political sub-division thereof or any other public authority on or in respect of salaries or remunerations for personal services paid by the Fund to its officers, employees, or other Fund personnel who are not subjects of Uruguay or permanent residents thereof.

C. The Government shall take such action as is necessary for the purpose of giving effect to the foregoing provisions of this article. In addition, the Government shall take whatever other action may be necessary to ensure that supplies and services furnished by the Fund are not subjected to any tax, fee, toll, or duty in a manner which reduces the resources of the Fund.

D. The Government shall undertake to pay all taxes, fees, tolls, or duties referred to in the above three paragraphs of this article if its laws do not allow such exceptions.

Article VIII

Claims against the Fund

A. The Government shall assume full responsibility in respect to any claim asserted against the Fund, its employees and agents, arising in Uruguay in connection with any assistance which has been provided or may be provided by the Fund at the Government's request. The Government shall defend, at its own cost, the Fund, its employees and agents with respect to any such claim. In the event that the Government makes any payment under the terms of this article, the Government shall be entitled to exercise all the rights, claims and interest which the Fund could have exercised against third parties.

B. This article shall not apply with respect to any claim against the Fund for injuries incurred by a staff member of the Fund.

Article IX

Privileges and immunities

Until such time as the Government of the Republic of Uruguay ratifies the Convention on the Privileges and Immunities of the United Nations and the Convention on the Privileges and Immunities of the Specialized Agencies, the Government will extend to the Fund, its experts and employees, the privileges and immunities provided for in these Conventions.

4. AGREEMENTS RELATING TO THE TECHNICAL ASSISTANCE SECTOR OF THE UNITED NATIONS DEVELOPMENT PROGRAMME: REVISED STANDARD AGREEMENT CONCERNING TECHNICAL ASSISTANCE¹²

Article I

Furnishing of technical assistance

6. [See *Juridical Yearbook*, 1967, p. 73]

Article V

Facilities, privileges and immunities

[See *Juridical Yearbook*, 1963, pp. 27 and 28]

- (a) Revised Standard agreements between the United Nations, the ILO, FAO, UNESCO, ICAO, WHO, ITU, WMO, IAEA, UPU, IMCO and UNIDO, and the Governments of Southern Yemen, Equatorial Guinea and Swaziland concerning technical assistance.¹³ Signed respectively at Aden on 4 March 1969, at Santa Isabel on 18 June 1969 and at Mbabane on 18 August 1969

These agreements contain articles similar to articles I, 6 and V of the revised standard agreement.

- (b) Agreement between the United Nations, the ILO, FAO, UNESCO, ICAO, WHO, ITU, WMO, IAEA, UPU and IMCO, and Spain on technical assistance.¹⁴ Signed at Madrid on 3 May 1969

Article I, 6 of this agreement is similar to article I, 6 of the revised standard agreement. Article V reads as follows:

Facilities, privileges and immunities

1. The Government shall apply, in relation to United Nations Development Programme assisted projects, to the United Nations and its organs, including the United Nations Development Programme, and to the Organizations, to their property, funds and assets and to their officials, the provisions on privileges and immunities enumerated in this article.

2. The Government shall take any measures which may be necessary to exempt the United Nations Development Programme and the Organizations and their officials and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of projects. It shall, in particular, grant them the following rights and facilities:

- (a) the prompt issuance without cost of necessary visas, licenses or permits;
- (b) access to the site of work and all necessary rights of way;
- (c) free movement, whether within or to or from the country, to the extent necessary for proper execution of the project;

¹² United Nations Development Programme, *Field Manual*, Edition II (document DP/4), Section IX C (July 1969).

¹³ Came into force on the respective dates of signature.

¹⁴ Came into force on the date of signature.

- (d) the most favourable legal rate of exchange;
- (e) any permits necessary for the importation of equipment, materials, and supplies in connexion with this Agreement and for their subsequent exportation; and
- (f) any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of the United Nations Development Programme or of the Organizations and for the subsequent exportation of such property.

3. The United Nations Development Programme and the Organizations shall possess juridical personality. They shall have the capacity (a) to contract, (b) to acquire and dispose of immovable and movable property, (c) to institute legal proceedings.

4. The United Nations Development Programme and the Organizations, their property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case they have expressly waived their immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

5. The United Nations Development Programme and the Organizations may establish in Spain such premises as they consider necessary for conducting their operations. Premises shall be inviolable. The property and assets of the United Nations Development Programme and of the Organizations, 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.

6. The archives of the United Nations Development Programme and of the Organizations, and in general all documents belonging to them or held by them, shall be inviolable, wherever located.

7. The United Nations Development Programme and the organizations without being restricted by financial controls, regulations or moratoria of any kind:

- (a) may hold funds, gold or currency of any kind and operate accounts in any currency;
- (b) may freely transfer their funds, gold or currency from any country to Spain, or from Spain to any country or within Spain and convert any currency held by them into any other currency.

In exercising these rights, the United Nations Development Programme and the Organizations shall pay due regard to any representations made by the Government in so far as they consider that effect can be given to such representations without detriment to their interests.

8. The United Nations Development Programme and the Organizations, their assets, income and other property shall be:

- (a) exempt from all direct taxes; it is understood, however, that they will not claim exemption from taxes which are, in fact, no more than charges for public utility services;
- (b) exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by them for their official use. It is understood, however, that articles imported under such exemption will not be sold in Spain except under conditions agreed with the Government;
- (c) exempt from duties and prohibitions and restrictions on imports and exports in respect of their publications.

9. While the United Nations Development Programme and the Organizations will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid, nevertheless when

they are making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, the Government will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

10. The United Nations Development Programme and the Organizations shall enjoy in Spanish Territory, for their official communications, in accordance with provisions relating to United Nations of international Conventions in the field of telecommunications, treatment not less favourable than that accorded by the Government of Spain to any other Government, including the latter's diplomatic mission, in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications and press rates for information to the press and radio. Official correspondence and other official communications of the United Nations shall be inviolable.

11. The United Nations Development Programme and the Organizations shall have the right to use codes and to dispatch and receive correspondence by courier or in sealed bags, which shall have the same immunities and privileges as diplomatic couriers and bags.

12. The United Nations Development Programme and the Organizations will specify the categories of officials to which the provisions of paragraph 13 shall apply. The names of officials included in these categories shall from time to time be made known to the Government.

13. Officials of the United Nations Development Programme and of the Organizations shall:

- (a) be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (b) be exempt from taxation in respect of the salaries and emoluments paid to them by the United Nations Development Programme and the Organizations;
- (c) be immune from national service obligations with the exception of locally recruited personnel of Spanish nationality;
- (d) be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;
- (e) be accorded the same privileges in respect to exchange facilities as are accorded to officials of comparable rank of diplomatic missions;
- (f) be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crises as officials of comparable rank of diplomatic missions;
- (g) have the right to import free of duty their furniture and effects at the time of first taking up their post in Spain.

14. In addition to the immunities and privileges specified in paragraph 13, the Secretary-General and Under-Secretaries of the United Nations, the Executive Heads of the Specialized Agencies and of any other Executing Agency including any official acting on his behalf during his absence from duty, and other officials of the Specialized Agencies normally entitled to such treatment, shall, while in Spain in connexion with the United Nations Development Programme, be accorded in respect of themselves, their spouses and minor children, the privileges and immunities, exemptions and facilities accorded to diplomatic envoys, in accordance with international law.

15. Experts (other than officials coming within the scope of paragraph 12) performing missions for the United Nations Development Programme or the Organizations 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 connexion with their missions. In particular they shall be accorded:

- (a) immunity from personal arrest or detention and from seizure of their personal baggage;
- (b) in respect of words spoken or written and acts done by them in the course of the performance of their mission, immunity from legal process of every kind. This immunity from legal process shall continue to be accorded notwithstanding that the persons concerned are no longer employed on missions for the United Nations Development Programme or the Organization concerned;
- (c) inviolability for all papers and documents;
- (d) for the purpose of their communications with the United Nations Development Programme or the Organization concerned, 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 to their personal baggage as are accorded to diplomatic envoys.

16. Privileges and immunities are granted to officials and experts in the interests of the United Nations Development Programme and the Organizations only and not for the personal benefit of the individuals themselves. The United Nations Development Programme and the Organizations shall have the right and the duty to waive the immunity of any official or expert in any case where, in their opinion, the immunity would impede the course of justice and can be waived without prejudice to the interest of the United Nations Development Programme or the Organization.

17. The United Nations Development Programme and the Organizations shall cooperate at all times with the appropriate authorities of Spain to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuses in connexion with the privileges, immunities and facilities mentioned in this Agreement.

18. The Government recognizes and accepts the United Nations laissez-passer issued to officials of the United Nations Development Programme or the Organizations as valid travel documents.

The Administrator of the United Nations Development Programme, the executive heads of the Organizations and officials of either, of a rank not lower than head of department, travelling on United Nations *laissez-passer* on any business under this Agreement shall be granted the same facilities for travel as are accorded to officials of comparable rank in diplomatic missions accredited in Spain.

5. AGREEMENTS RELATING TO THE SPECIAL FUND SECTOR OF THE UNITED NATIONS DEVELOPMENT PROGRAMME: STANDARD AGREEMENT CONCERNING ASSISTANCE FROM THE UNITED NATIONS DEVELOPMENT PROGRAMME (SPECIAL FUND)¹⁵

Article VIII

Facilities, privileges and immunities
 [See *Juridical Yearbook*, 1963, p. 31]

¹⁵ United Nations Development Programme, *Field Manual*, Edition II, document DP/4, Section IX C (July 1969).

Article X

General provisions

...

4. ... [See *Juridical Yearbook*, 1963, p. 32]

- (a) Agreements between the United Nations Development Programme (Special Fund) and the Governments of Southern Yemen, Equatorial Guinea and Swaziland concerning assistance from the United Nations Development Programme (Special Fund).¹⁶ Signed respectively at Aden on 4 March 1969, at Santa Isabel on 18 June 1969 and at Mbabane on 18 August 1969

These agreements contain articles similar to articles VIII and X, 4 of the standard agreement.

- (b) Agreement between the United Nations Development Programme and Japan concerning assistance for the establishment and operation of the Asian Statistical Institute.¹⁷ Signed at New York on 9 September 1969

Article VIII

Facilities, privileges and immunities

1. The Government shall apply to the United Nations and its organs, including the UNDP, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the United Nations.

2. The Government shall apply to the Specialized Agencies of the United Nations engaged in the project, their property, funds and assets, and to their officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.

3. The Government shall take any measures which may be necessary to ensure that the UNDP and the Executing Agency and their officials could carry out without interference operations under this Agreement, and to grant them such other facilities as may be necessary for the speedy and efficient execution of the project. It shall, in particular, grant them in accordance with procedures prescribed in the Government's regulations, the following rights and facilities:

- (a) The prompt issuance without cost of necessary visas, licences or permits;
- (b) Access to the site of work and all necessary rights of way;
- (c) Free movement, whether within or to or from the country, to the extent necessary for proper execution of the project;
- (d) The most favourable legal rate of exchange;
- (e) Any permits necessary for the importation of equipment, materials and supplies in connection with this Agreement and for their subsequent exportation; and
- (f) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of the UNDP or of the Executing Agency and for the subsequent exportation of such property.

4. Without prejudice to the provisions of the Conventions on the Privileges and Immunities of the United Nations and the Specialized Agencies, the Government shall take necessary measures to ensure that all participants in the project including holders of project fellowships could exercise their functions in connection with the project.

¹⁶ Came into force on the respective dates of signature.

¹⁷ Provisionally came into force on 9 September 1969.

5. All participants in the project including holders of project fellowships who are not nationals of Japan shall be permitted, on the basis of national laws and regulations, to enter into and exit from Japan and to sojourn there for the period necessary for their training and be granted facilities for speedy travel. Visas, where required, shall be granted promptly and free of charge.

6. The Government shall be responsible for dealing with any claims which may be brought by third parties against the UNDP or the Executing Agency, or against the personnel of either, and shall hold the UNDP, the Executing Agency and the above-mentioned persons harmless in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Parties hereto and the Executing Agency that such claims or liabilities arise from the gross negligence or wilful misconduct of such persons.

Article X

General provisions

...

4. ... The obligations assumed by the Government under article VIII hereof shall survive the termination of this Agreement to the extent necessary to permit orderly withdrawal of personnel, funds and property of the UNDP and of the Executing Agency, and all participants in the project including holders of project fellowships.

This agreement is accompanied by the following exchange of letters.

I

Permanent Mission of Japan
to the United Nations
New York

9th September, 1969

Sir,

With reference to the Agreement between the Government of Japan and the United Nations Development Programme concerning assistance for the establishment and operation of the Asian Statistical Institute signed today, I have the honour to inform you of the following:

1. With regard to article VIII, paragraphs 1 and 2, these paragraphs are understood to apply "in regard to the execution of the project".
2. With regard to article VIII, paragraph 6:
 - (a) The claims referred to in the phrase "The Government shall be responsible for dealing with any claims which may be brought by third parties against the UNDP or the Executing Agency, or against the personnel of either, ..." are to be understood as meaning claims resulting from operations under this Agreement.
 - (b) It is further understood that the responsibility for dealing with such claims will not be interpreted as placing the obligation on the Government of Japan to become a party, or to act on behalf of a party, in litigation. However, the Government of Japan will make other arrangements to provide necessary legal services to the UNDP, the Executing Agency or their personnel.
 - (c) The expression "operations under this Agreement" means the "acts done by the United Nations Development Programme, the Executing Agency or the personnel

of either in the course of, or directly connected with, the performance of their mission”.

...
Accept, Sir, the assurances of my highest consideration.

Senjin TSURUOKA
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of Japan to the United Nations

Mr. Paul G. HOFFMAN
Administrator
United Nations Development Programme

II

Sir, 9th September 1969
I have the honour to acknowledge receipt of your letter of today, which reads as follows:

[See letter I]

It gives me pleasure to confirm the agreement of the UNDP to the understanding contained in your communication quoted above.

Accept, Sir, the assurances of my highest consideration.

Paul G. HOFFMAN
Administrator
United Nations Development Programme

His Excellency Mr. Senjin TSURUOKA
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of Japan to the United Nations

III

Permanent Mission of Japan
to the United Nations
New York

9th September 1969

Sir,
With reference to the Agreement between the Government of Japan and the United Nations Development Programme concerning assistance for the establishment and operation of the Asian Statistical Institute signed today, I have the honour to inform you of the following:

With regard to article VIII, paragraph 3(d), the basic rate of exchange of the Japanese currency is, according to the regulations of Japan, unitary for all kinds of transactions, but the actual rate of buying and/or selling may fluctuate within a narrow range around the basic rate. For example, the basic rate for one U.S. dollar is 360 yen. Around this basic rate, the authorized Foreign Exchange Banks are allowed to decide the actual commercial buying and/or selling rate within a certain range. To illustrate, the T.T. rate for one U.S. dollar is between 362.70 yen and 357.30 yen.”

I have further the honour to request you to be good enough to take note of the above explanation.

Very truly yours,

Senjin TSURUOKA
Ambassador Extraordinary and Plenipotentiary
Permanent Representative of Japan to the United Nations

Mr. Paul G. HOFFMAN
Administrator
United Nations Development Programme

9 September 1969

Sir,

I have the honour to acknowledge receipt of your letter of today, which reads as follows:

[See letter III]

It gives me pleasure to take note of the explanation contained in your communication quoted above.

Accept, Sir, the assurances of my highest consideration.

Paul G. HOFFMAN
Administrator

United Nations Development Programme

His Excellency Mr. Senjin TSURUOKA
*Ambassador Extraordinary and Plenipotentiary
Permanent Representative of Japan
to the United Nations*

6. AGREEMENTS RELATING TO OPERATIONAL ASSISTANCE: STANDARD AGREEMENT ON OPERATIONAL ASSISTANCE¹⁸

Article II

Functions of the officers

...

3. [See *Juridical Yearbook*, 1965, p. 37]

...

Article IV

Obligations of the Government

...

5. [See *Juridical Yearbook*, 1965, pp. 37 and 38]

6. [See *Juridical Yearbook*, 1968, pp. 46 and 47]

...

- (a) Standard agreements on operational assistance between the United Nations, the ILO, FAO, UNESCO, ICAO, WHO, ITU, WMO, IAEA, UPU and IMCO, and the Governments of Yemen and Chad.¹⁹ Signed respectively at Fort-Lamy on 17 February 1968 and at Sana'a on 23 April 1967

These agreements contain articles similar to articles II, 3 and IV, 5 and 6 of the standard agreement.

- (b) Standard agreements on operational assistance between the United Nations, the ILO, FAO, UNESCO, ICAO, WHO, ITU, WMO, IAEA, UPU, IMCO and UNIDO, and the Governments of Southern Yemen and Swaziland.²⁰ Signed respectively at Aden on 4 March 1969 and at Mbabane on 18 August 1969

¹⁸ United Nations Development Programme, *Field Manual*, Edition II, document DP/4, Section IX C (July 1969).

¹⁹ Came into force on the respective dates of signature.

²⁰ Came into force on the respective dates of signature.

These agreements contain articles similar to articles II, 3 and IV, 5 and 6 of the standard agreement.

- (c) Agreement between the United Nations including UNIDO, the ILO, FAO, UNESCO, ICAO, WHO, ITU, WMO, IAEA, UPU and IMCO, and Equatorial Guinea for the provision of executive and managerial assistance.²¹ Signed at Santa Isabel on 18 June 1969

This agreement contains articles similar to articles II, 3 and IV, 5 and 6 of the standard agreement.

- (d) Standard agreement on operational assistance to Surinam and the Netherlands Antilles between the United Nations (including UNIDO and UNCTAD), the ILO, FAO, UNESCO, ICAO, WHO, ITU, WMO, IAEA, UPU and IMCO, and the Netherlands.²² Signed at New York on 24 June 1969

This agreement contains articles similar to articles II, 3 and IV, 6 of the standard agreement; as to article IV, 5, it reads:

“The Government of the Kingdom and the Government of Surinam or the Netherlands Antilles shall apply to the Officers the provisions of article VI of the Convention on the Privileges and Immunities of the United Nations.”

B. Treaty provisions concerning the legal status of inter-governmental organizations related to the United Nations

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES.²³ APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947

In 1969, the following States acceded to the Convention or, if already parties, undertook by a subsequent notification to apply the provisions of the Convention, in respect of the specialized agencies indicated below:²⁴

<i>State</i>		<i>Date of receipt of instrument of accession or ratification</i>	<i>Specialized Agencies</i>
Brazil	Notification	11 February 1969	IMCO—Revised text of Annex XII ²⁵
Denmark	Notification	20 March 1969	IMCO—Revised text of Annex XII ²⁵
Finland	Notification	24 November 1969	IMCO—Revised text of Annex XII ²⁵
Kuwait	Notification	9 July 1969	IMCO—Revised text of Annex XII ²⁵

²¹ Came into force on the date of signature.

²² Applied provisionally from the date of signature.

²³ United Nations, *Treaty Series*, vol. 33, p. 261.

²⁴ The Convention is in force with regard to each State which deposited an instrument of accession and in respect of specialized agencies indicated therein or in a subsequent notification as from the date of deposit of such instrument or receipt of such notification.

²⁵ See *Juridical Yearbook*, 1968, p. 66.

<i>State</i>		<i>Date of receipt of instrument of accession or ratification</i>	<i>Specialized Agencies</i>
Lesotho	Accession	26 November 1969	WHO—Third revised text of Annex VII, ICAO, ILO, FAO—Second revised text of Annex II, ²⁶ UNESCO, Bank, Fund, UPU, ITU, WMO, IFC, IDA
Maldives	Accession	26 May 1969	WHO, UPU, ITU, IMCO
Malta	Notification	13 February 1969	Fund, IFC
Mauritius	Notification of succession ²⁷	18 July 1969	WHO—Third revised text of Annex VII, ICAO, ILO, FAO—Second revised text of Annex II, ²⁶ UNESCO, UPU, ITU, WMO, IMCO—Revised text of Annex XII ²⁵
Netherlands	Notification	29 October 1969	IMCO—Revised text of Annex XII ²⁵
New Zealand	Notification	6 June 1969	IMCO—Revised text of Annex XII ²⁵
Poland ²⁸	Accession	19 June 1969	WHO—Third revised text of Annex VII, ICAO, ILO, FAO—Second revised text of Annex II, ²⁶ UNESCO, UPU, ITU, WMO, IMCO—Revised text of Annex XII ²⁵
Yugoslavia	Notification	27 February 1969	FAO—Revised text of Annex II

As of 31 December 1969, 71 States were parties to the Convention.

²⁵ See *Juridical Yearbook*, 1968, p. 66.

²⁶ *Ibid.*, 1965, p. 43.

²⁷ By a communication received on 18 July 1969, the Government of Mauritius notified the Secretary-General of the United Nations that it considers itself bound by the present Convention, the application of which had been extended to its territory before the attainment of independence in respect of the specialized agencies indicated here.

²⁸ With the following reservation:

“Subject to the reservation, in respect of sections 24 and 32 of the Convention, that disputes arising out of the interpretation and application of the Convention shall be referred to the International Court of Justice only with the agreement of all parties to the dispute and that the Polish People’s Republic reserves the right not to accept the advisory opinion of the International Court of Justice as decisive.”

The Government of the United Kingdom of Great Britain and Northern Ireland has notified the Secretary-General that it is unable to accept these reservations because in its view they are not of the kind which intending parties to the Convention have the right to make.

2. INTERNATIONAL LABOUR ORGANISATION

- (a) Agreement between the International Labour Organisation and Trinidad and Tobago concerning the establishment of an Office of the Organisation in Port of Spain.²⁹ Signed at Port of Spain on 14 March 1969

Article 2

1. The Government will grant the privileges and immunities provided for in the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947 and in its Annex of 10 July 1948 relating to the International Labour Organisation to the Office of the International Labour Organisation in Port of Spain, to the staff of such Office as well as to any other person mentioned in the Convention or in its above-mentioned Annex whenever they go on official business to Trinidad and Tobago.

2. The Government will grant to the Office of the International Labour Organisation in Port of Spain and to all persons referred to in paragraph 1 above privileges and immunities not less favourable than those granted to any other inter-governmental organisation and its staff in Trinidad and Tobago.

Article 3

The Government will facilitate the entry into, sojourn in, and departure from Trinidad and Tobago of all persons having official business with the Office of the International Labour Organisation.

- (b) Agreement between the International Labour Organisation and Costa Rica concerning the establishment of an Office of the Organisation in San José.³⁰ Signed at San José on 9 May 1969

Article 2

1. The Government of Costa Rica, considering paragraph 1 of article V of the Agreement between the United Nations, the ILO and other United Nations Specialized Agencies and Costa Rica,³¹ which was approved by Act No. 3345 of 5 August 1964, shall grant the privileges and immunities provided for in the Convention of 21 November 1947 on the Privileges and Immunities of the Specialized Agencies and in its Annex of 10 July 1948 respecting the International Labour Organisation both to the ILO Office in San José and to the staff of the Organisation appointed to the said Office and all persons referred to in the above-mentioned Convention and Annex who have to enter the country for official purposes.

2. Without prejudice to the provisions of the preceding paragraph of this article, the Government of Costa Rica shall grant to the ILO Office in San José and to the persons to whom the preceding paragraph applies treatment not less favourable than that granted to any other intergovernmental organisation with offices in Costa Rica or to the staff of such offices.

3. Subject to the provisions of the preceding paragraphs, the Ministry for Foreign Affairs and Religion and the Ministry of Finance shall issue rules governing the exemptions

²⁹ Came into force on the date of signature.

³⁰ Came into force on the date of signature.

³¹ United Nations, *Treaty Series*, vol. 511, p. 211.

granted; they shall be empowered to limit the quantity of each article that may be imported by officials or experts under the said exemptions. In accordance with the terms of section 2 of the above-mentioned Act No. 3345, these exemptions shall in no case be granted to Costa Rican staff or to foreign staff domiciled in the country.

Article 3

The Government of Costa Rica shall grant to all persons invited to go to the ILO Office in San José for official purposes all the necessary facilities in respect of their entering, staying in and leaving the country.

3. UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

- (a) Agreement by exchange of letters between the Swiss Government and UNESCO defining the privileges and immunities which UNESCO will enjoy in Switzerland. Berne and Paris, 30 January and 25 February 1969

I

Letter from the Head of the Federal Political Department

Berne, 30 January 1969

Sir,

I have the honour to refer to the conversations which have taken place between the representatives of the Federal Council and your representatives concerning the agreement to be concluded on the privileges and immunities which the United Nations Educational, Scientific and Cultural Organization will enjoy in Switzerland as from 1 January 1969, on which date the Statutes of the International Bureau of Education adopted by the 15th session of the General Conference of UNESCO entered into force.³² Following these exchanges of views, I suggest that we should agree on the following arrangements:

1. Pending the conclusion of an agreement between the Federal Council and UNESCO, the agreement between the Federal Council and the World Health Organization to regulate the legal status of that Organization in Switzerland and the arrangement for the execution of that agreement, concluded on 31 August and 21 September 1948, shall be provisionally applicable, *mutatis mutandis*, to UNESCO, to its organs, to the representatives of the member States, to the experts and to the officials of the Organization.

2. The question of the premises which UNESCO will occupy in Geneva, bearing in mind the development of its activities and its needs, will be settled subsequently in an agreement. Pending the conclusion of that agreement, I confirm to you, in agreement with the cantonal authorities of Geneva, that so long as the building concerned remains, UNESCO may have the use, on the same terms, of the premises which the IBE occupied until 31 December 1968.

I should be obliged if you would let me know whether the arrangements proposed above meet with your approval. If so, this letter and your reply will constitute an agreement whose entry into force I suggest should be fixed retrospectively as 1 January 1969.

Accept, Sir, the assurances of my highest consideration.

Willy SPUHLER

³² See resolution 14.1 adopted by the General Conference of UNESCO on 16 November 1968 reproduced in the *Juridical Yearbook*, 1968, p. 153.

II

Letter from the Director-General of the United Nations Educational, Scientific and Cultural Organization

25 February 1969

Sir,

I have the honour to acknowledge receipt of the letter which you sent me on 30 January 1969, the text of which follows:

[*See letter I*]

On behalf of the Organization, I accept the arrangements set forth in your letter. Consequently, your letter and this letter will constitute an agreement, in force as from 1 January 1969.

Accept, Sir, the assurances of my highest consideration.

René MAHEU

(b) Agreements relating to the establishment of UNESCO regional offices

- (i) Agreement between the Government of Chile and the United Nations Educational, Scientific and Cultural Organization concerning the UNESCO Regional Education Bureau for Latin America and the Caribbean

The Government of Chile and the United Nations Educational, Scientific and Cultural Organization have agreed as follows:

Article 1

Definitions

Section 1. In this Agreement:

(a) The expression "the Government" means the Government of the Republic of Chile.

(b) The expression "UNESCO" means the United Nations Educational, Scientific and Cultural Organization.

(c) The expression "appropriate Chilean authorities" means the national or other authorities of the Republic of Chile, in accordance with Chilean law.

(d) The expression "Director-General" means the Director General of UNESCO.

(e) The expression "Regional Bureau" means the UNESCO Regional Education Bureau for Latin America and the Caribbean.

(f) The expression "regional officer" means the officer appointed by the Director-General to administer the Regional Bureau.

(g) The expression "laws of the Republic of Chile" includes legislative acts, decrees, regulations and orders issued by the Government or the appropriate Chilean authorities.

(h) The expression "Headquarters of the Regional Bureau" means the premises occupied by the Regional Bureau.

(i) The expression "archives of UNESCO" means the records, correspondence, documents, manuscripts, photographs, cinematograph films and sound recordings belonging to or held by UNESCO.

(j) The expression "official of UNESCO" means any member of the staff of UNESCO who is employed by the Director-General or on his behalf.

(k) The expression "official of the Regional Bureau" means any member of the staff of UNESCO appointed by it to serve in the Regional Bureau.

(d) The expression "property" as used in articles IV and V means all property, including funds and assets belonging to UNESCO or held or administered by UNESCO in furtherance of its constitutional functions, and in general all income of UNESCO.

Article II

Immunity from Legal Process

Section 2.

The Government recognizes the immunity from legal process of the Headquarters of the Regional Bureau, which shall be under the authority and administration of UNESCO, as provided in this Agreement.

Section 3.

(a) The Headquarters of the Regional Bureau shall be inviolable.

(b) Without prejudice to the provisions of article VIII, UNESCO undertakes not to permit the Headquarters of the Regional Bureau to be used as a refuge by persons who are avoiding arrest under any law of the Republic of Chile, or who are required by the Government, or who are endeavouring to avoid service of legal process or a judicial proceeding.

Article III

Communications

Section 4.

UNESCO shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government or organization, including foreign diplomatic missions in Chile.

Section 5.

UNESCO shall be entitled, for its official purposes, to use the State Railways under the same conditions as may be granted to resident diplomatic missions.

Section 6.

No censorship shall be applied to the correspondence and other communications of UNESCO. This immunity shall extend, without limitation by reason of this enumeration, to printed matter, still and moving pictures, films and sound recordings.

UNESCO shall have the right to use codes and to dispatch and receive its correspondence by courier or in sealed bags, which shall have the same immunities and privileges as diplomatic couriers and bags. Nothing in this section may be construed to preclude the adoption of appropriate security measures to be determined by agreement between the Government and UNESCO.

Article IV

Legal personality

Section 7.

The Government recognizes the legal personality of UNESCO, by virtue of which UNESCO has, in particular, the capacity:

- (a) to contract;
- (b) to acquire and dispose of movable and immovable property;
- (c) to be party to judicial proceedings.

Article V

Property, funds and assets of UNESCO and system of taxation

Section 8.

UNESCO and its property, wherever situated and by whomsoever held, shall enjoy immunity from legal process, except in so far as in any particular case UNESCO shall have expressly waived such immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

Section 9.

The property and assets of the Regional Bureau, wherever situated 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.

Section 10.

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

Section 11.

The capital, income, property and other assets of UNESCO, and any operations and transactions it may carry out in furtherance of its objective and for the fulfilment of its functions, shall be exempt:

(a) From all direct taxes, payments, contributions or duties established by the Government or any other public authority in Chile or any obligations connected with such payments, contributions or duties, it being understood, however, that UNESCO will not claim exemption from taxes which are, in fact, no more than charges for public utility services, without prejudice to compliance with social laws with regard to employees engaged in Chile who in accordance with this Agreement are not included in the definition of officials of UNESCO;

(b) From customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by UNESCO for its official use; it is understood, however, that articles imported under such exemption will not be sold within the country except under the arrangements which the Government of Chile applies to the United Nations bodies functioning in its territory; and

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

Article VI

Financial and exchange facilities

Section 12.

(a) In order that UNESCO may fulfil its purpose and functions and may carry out its operations in accordance with this Agreement, UNESCO shall not be subject to any financial controls, regulations or moratoria and may freely:

(i) Acquire negotiable currencies from authorized commercial banks, hold them and dispose of them; operate foreign currency accounts; acquire through authorized agencies, hold and use funds, securities of all kinds and gold, and

(ii) Transfer funds, securities, foreign currencies and gold to or from the Republic of Chile, to or from any other country, or within the Republic of Chile.

(b) UNESCO shall, in exercising its rights under this section, pay due regard to any representations made by the Government and shall give effect to such representations so far as this is possible without detriment to the interests of UNESCO.

Article VII

Transit and Residence

Section 13.

(a) The appropriate Chilean authorities shall impose no impediment to the transit to or from the Headquarters of the Regional Bureau of the persons indicated below:

- (i) Officials of UNESCO and their families;
- (ii) Officials of the Regional Bureau, their families and other dependents;
- (iii) Persons, other than officials of UNESCO, performing missions for UNESCO, and their spouses and children;
- (iv) Other persons invited to the Headquarters of the Regional Bureau on official business. The Director General or the Regional Officer shall communicate the names of such persons to the Government.

(b) This section shall not apply to general interruptions of transport.

(c) Visas which may be necessary for persons referred to in this section shall be granted without charge.

(d) This section shall not obviate the requirement of evidence to establish that persons claiming the rights granted under this section are included in the categories described in paragraph (a), or the reasonable application of quarantine and health regulations.

Article VIII

Officials of UNESCO

Section 14.

Officials of UNESCO assigned to the Regional Bureau and those performing an official mission in the territory of Chile shall enjoy within the territory of the Republic the following privileges and immunities:

- (a) Immunity from personal arrest or detention;
- (b) Immunity from seizure of their personal and official baggage;
- (c) Immunity from legal process of any kind in respect of words spoken or written or any act performed by them in their official capacity, such immunity to continue notwithstanding that the persons concerned may have ceased to be officials of UNESCO;
- (d) Exemption from any form of direct taxation on salaries, emoluments and allowances paid by UNESCO;
- (e) Exemption, for officials of other than Chilean nationality, from any direct taxation on income derived from sources outside the Republic of Chile;
- (f) Exemption for officials, their spouses and relatives dependent on them, from alien registration and immigration restrictions;
- (g) Freedom, for officials of other than Chilean nationality, to maintain within the territory of the Republic of Chile or elsewhere, foreign securities, foreign currency accounts and movable and immovable property, and, on termination of their employment by the Regional Bureau, the right to take their funds out of Chile, without any restrictions or limitations, in the currencies and in the amounts brought by them into Chile through authorized channels;

(h) The same repatriation facilities, for themselves, their spouses, their families and dependants, and the same right to protection by the Chilean authorities in time of international crisis as the officials of international organizations established in Chile;

(i) The right to import, free of customs duties and other levies, prohibitions and restrictions on import, their furniture and personal effects, including one motor vehicle for personal use, on first taking up their posts in Chile, provided that such posts are for a period of not less than one year. The general regulations in force for the United Nations bodies functioning in Chile shall apply to the transfer of motor vehicles.

Section 15.

All officials of the Regional Bureau shall be provided with a special identity card certifying that they are officials of UNESCO enjoying the privileges and immunities set forth in this Agreement.

Section 16.

The Government of Chile shall accord to the Chief of the Regional Bureau, to the Deputy Chief of the Bureau and to the senior officials of the Bureau who have a grade equivalent to or higher than the maximum grade of the professional category of UNESCO, and to their spouses and their minor children to the extent permitted under its constitutional precepts, the diplomatic privileges and immunities set forth in Article VI, Section 21 of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations.³³ For this purpose, the said officials of UNESCO shall be incorporated by the Ministry of Foreign Affairs into the appropriate categories in use and shall enjoy the customs exemptions at present provided in Section 00.05 of the Customs Tariff.

Section 17.

(a) The privileges and immunities accorded under the provisions of this Agreement are granted in the interests of UNESCO and not for the personal benefit of the individuals concerned. The Director-General shall waive the immunity of any official in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of UNESCO.

(b) UNESCO and its officials shall co-operate at all times with the Chilean authorities to facilitate the proper administration of justice, secure the observance of police regulations and prevent the occurrence of any abuse in the exercise of the privileges and immunities conferred by this Agreement.

Article IX

Persons who are not officials of UNESCO

Section 18.

Persons who, without being officials of UNESCO, are members of UNESCO missions or are invited by UNESCO to the Headquarters of the Regional Bureau for official purposes shall enjoy the privileges and immunities specified in article VIII, section 14, with the exception of the right provided in sub-paragraph (i) of that section and, in the case of persons of Chilean nationality, of the privileges provided in sub-paragraphs (e) and (g) of that section.

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

Article X
Laissez-passer

Section 19.

The Government shall recognize and accept as a valid travel document equivalent to a passport the United Nations *laissez-passer* issued by the United Nations to officials of UNESCO.

Article XI
General provisions

Section 20.

(a) The Director-General and the Regional Officer shall take every precaution to prevent any abuse in the exercise of the privileges and immunities conferred by this Agreement and to this end shall establish such regulations as he may deem necessary and expedient for officials of UNESCO and persons who are members of UNESCO missions.

(b) Should the Government consider that an abuse has occurred in the exercise of the privileges and immunities conferred by this Agreement, the Regional Officer or the Director-General shall, upon the request of the Government, consult with the appropriate Chilean authorities to determine whether such an abuse has occurred. If such consultations fail to achieve a result satisfactory to the Government and the Director-General, the matter shall be settled in accordance with the procedure set out in article XII.

Article XII
Supplementary agreements and settlement of disputes

Section 21.

(a) The Government and UNESCO may enter into such supplementary agreements as may be necessary within the scope of this Agreement.

(b) The Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations and this Agreement shall, where they relate to the same subject matter, be treated wherever possible as complementary.

Section 22.

Any dispute between the Government and UNESCO concerning the interpretation or application of this Agreement or any supplementary agreement, or any question affecting the Headquarters of the Regional Bureau or relations between the Government and UNESCO, shall be resolved in accordance with the procedure indicated in section 24 and section 32 of the Convention on the Privileges and Immunities of the Specialized Agencies.

Article XIII

Section 23.

(a) This Agreement shall enter into force on the day that the Government of Chile notifies UNESCO in writing that the Agreement has obtained legislative approval in accordance with Chilean constitutional precepts. Without prejudice to the foregoing, this Convention may be applied from the date of its signature in all the parts which can be put into effect by virtue of other international agreements or of Chilean domestic law.

(b) Consultations with respect to the modification of this Agreement may be entered into at the request of the Government or of UNESCO. Any such modification shall be by mutual consent.

(c) This Agreement shall be construed in the light of its primary purpose, that is to enable the Regional Bureau fully and efficiently to discharge its responsibilities and fulfil its purposes.

(d) Wherever this Agreement imposes obligations on the appropriate Chilean authorities, the ultimate responsibility for the fulfilment of such obligations shall rest with the Government.

(e) This Agreement and any supplementary agreement entered into between the Government and UNESCO within the scope of its provisions shall cease to be in force six months after either of the Contracting Parties shall have given notice in writing to the other of its decision to terminate the Agreement, except as regards those provisions which may apply to the normal cessation of the activities of UNESCO in its Regional Bureau and the disposal of its property in Chile.

IN WITNESS WHEREOF

The Government and UNESCO have signed this Agreement on 1 October 1969, in duplicate, in the Spanish language, both copies being equally authentic.

For the Government of Chile
Enrique BERNSTEIN CARABANTES

For the United Nations Educational,
Scientific and Cultural Organization
René MAHEU

- (ii) Agreement between the Government of Senegal and the United Nations Educational, Scientific and Cultural Organization regarding the UNESCO Regional Education Bureau in Africa. Signed at Paris on 19 December 1969 and 23 December 1969

Considering that the General Conference of UNESCO took note, at its fifteenth session, of the establishment of a UNESCO Regional Education Bureau in Africa (hereinafter called "Regional Bureau");

Considering that the Headquarters of this Regional Bureau has been fixed at Dakar, Republic of Senegal;

Desiring to regulate, by this Agreement, all questions relating to the establishment of the Headquarters of the Regional Bureau at Dakar and consequently to define the privileges and immunities of this Regional Bureau in Senegal;

The Government of Senegal (hereinafter called "The Government"), represented by Mr. Amadou Mahtar M'Bow, Minister of Culture and Youth
and

The United Nations Educational, Scientific and Cultural Organization (hereinafter called "the Organization"), represented by Mr. René Maheu, Director-General,

Have agreed as follows:

Article 1

Legal personality of the Organization

The Government of Senegal recognizes the legal personality of the Organization and its capacity:

- (a) to contract;
- (b) to acquire and dispose of movable and immovable property;
- (c) to be party to judicial proceedings.

Article 2

Headquarters of the Regional Bureau

1. The Headquarters of the Regional Bureau shall be under the control and authority of the Organization.
2. The Organization shall have the right to make internal regulations applicable throughout the Headquarters of the Regional Bureau in order to enable it to carry out its work.
3. Subject to the provisions of the preceding paragraph, the laws and regulations of the Government shall apply at the Headquarters of the Regional Bureau.
4. The Headquarters of the Regional Bureau shall be inviolable. Agents and officials of the Government shall not enter the Headquarters to discharge any official duty save with the consent or at the request of the Director-General and in accordance with conditions approved by him.
5. The execution of legal process, including the seizure of private property, may take place in the Headquarters only with the consent of and under conditions approved by the Director-General.
6. Without prejudice to the terms of this Agreement, the Organization shall not permit the Headquarters of the Regional Bureau to become a refuge from justice for persons against whom a penal judgement has been made or who are pursued *flagrante delicto*, or against whom a warrant of arrest or a deportation order has been issued by the competent authorities of the Government.
7. The Government undertakes to protect the Headquarters of the Regional Bureau and to maintain order in its immediate vicinity.
8. The competent national authorities shall endeavour, within the limits of their powers, on equitable terms, and in accordance with requests made by the Director-General of the Organization, to provide the public services needed by the Regional Bureau, such as postal, telephone and telegraph service, electricity, water and gas supplies, public transport, drainage, collection of refuse, and fire protection.
9. Subject to the provisions of article 4, paragraph 1, the Regional Bureau shall be granted, in respect of tariffs charged for public services supplied by the Government or public bodies under its control, such reductions as are granted to the national administrative services. In case of *force majeure* involving a partial or total suspension of public services, the Regional Bureau shall receive, for its requirements, priority equal to that received by the national administrative services.

Article 3

Access to the Headquarters of the Regional Bureau

1. The competent national authorities shall not impede the transit to or from the Headquarters of the Regional Bureau of any persons having official duty at the Headquarters or invited there by the Organization.
2. For this purpose the Government undertakes to authorize, without delay and without charge for visas, the entry into and residence in its territory of the following persons for the term of their duty or mission with the Regional Bureau:
 - (a) Representatives of Member States, including alternates, advisers, experts and secretaries, at conferences and meetings convened at the Headquarters of the Regional Bureau;

- (b) Officials and experts of the Organization and their families;
- (c) Officials and experts of the Regional Bureau and their families and other dependants;
- (d) Persons who, without being officials of the Organization, are undertaking missions with the Regional Bureau and their spouses and dependent children;
- (e) Any other persons invited to the Headquarters of the Regional Bureau on official business.

3. Without prejudice to any special immunities which they may enjoy, the persons mentioned in paragraph 2 may not, during the whole period in which they are performing their duties or missions, be compelled by the Senegalese authorities to leave the territory of Senegal, save where they have abused the privileges accorded to them in respect of their visits by carrying out activities unconnected with their duties or missions with the Organization and subject to the following provisions.

4. No measures for the expulsion from the territory of Senegal of the persons mentioned in paragraph 2 may be taken without the approval of the Minister for Foreign Affairs. Before giving his approval, the Minister for Foreign Affairs shall consult the Director-General of the Organization.

5. Persons who enjoy diplomatic privileges and immunities by virtue of this Agreement may not be required to leave the territory of Senegal save in accordance with the procedure customarily applicable to diplomats accredited to the Government.

6. It is understood that the persons referred to in paragraph 2 are not exempt from any reasonable application of the rules governing quarantine and public health.

Article 4

Arrangements for communication

1. In so far as is compatible with any international conventions, regulations and arrangements to which it is party, the Government shall grant to the Regional Bureau for communication by post, telephone, telegraph, radio-telephone, radio-telegraph and radio-photo-telegraph, terms at least as favourable as those granted by it to other governments, including diplomatic missions, as regards priorities, tariffs and taxes on mail, cablegrams, telegrams, radio-telegrams, photo-telegrams, telephone calls and other communications and also regards charges payable for press and radio communications.

2. The official correspondence of the Organization shall be inviolable.

3. The official statements of the Organization shall not be subject to censorship. This immunity extends to publications, films, negatives, photographs, and visual and sound recordings addressed to or dispatched by the Regional Bureau, and also material displayed at exhibitions which it may organize.

4. The Regional Bureau may make use of codes and may dispatch and receive correspondence by courier or pouch. Courier and pouch services shall be accorded the same privileges and immunities as diplomatic couriers and pouches.

Article 5

Property, funds and assets

1. The Organization, its property and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process, except in so far as in any particular case the Organization has expressly waived immunity. It is, however, understood that no waiver shall extend to any measure of execution.

2. The property and assets of the Regional Bureau, wherever located and by whomsoever held, shall be immune from search, confiscation, requisition, expropriation or any other form of constraint, either executive, administrative or legislative.

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

4. The Organization, its assets, income and other property shall be exempt from all direct taxation. The Organization shall, however, pay taxes charged for services rendered.

5. The Organization shall be exempt:

(a) From all duty and taxes, other than taxes for services rendered, collected by the Government, and from all prohibitions and restrictions on imports and exports in respect of articles imported or exported by it for official use. It is understood, however, that articles imported free of duty may not be sold in the territory of Senegal, except on terms approved by the Government;

(b) From all duty and taxes, except taxes payable for services rendered, collected by the Government, and from all prohibitions and restrictions on imports and exports in respect of publications, cinematograph films, photographic slides and documents which the Organization may import or publish in the course of its official activities.

6. The Organization may, without being subject to any financial controls, regulations or moratoria:

(a) Receive and hold funds and foreign exchange of all kinds and operate accounts in all currencies;

(b) Freely transfer its funds and foreign exchange within Senegalese territory and from Senegal to another country and vice versa.

7. The competent national authorities shall grant all facilities and assistance to the Organization with a view to obtaining the most favourable conditions for all transfers and exchanges. Special arrangements to be made between the Government and the Organization shall regulate, if necessary, the application of this article.

8. In exercising its rights under this article, the Organization shall take account of all representations made by the Government in so far as it considers that these can be complied with without prejudice to its own interests.

Article 6

Diplomatic privileges, immunities and facilities

1. Representatives of Member States of the Organization at conferences and meetings called by it at the Headquarters of the Regional Bureau shall enjoy, during their stay in Senegal on official duty, such privileges, immunities and facilities as are accorded to diplomats of equal rank belonging to foreign diplomatic missions accredited to the Government.

2. Without prejudice to the provisions of article 7, paragraphs 1 and 3, the Director-General and Deputy Director-General of the Organization shall, during their stay at the Headquarters of the Regional Bureau, have the status accorded to the heads of foreign diplomatic missions accredited to the Government.

3. Without prejudice to the provisions of article 7, paragraphs 1 and 3, the Director of the Regional Bureau and the officials of the Regional Bureau of grade P-5 and over, their spouses and dependent children, shall be accorded during their residence in Senegal the privileges, immunities and facilities and other courtesies accorded to members of foreign diplomatic missions accredited to the Government.

4. The persons mentioned in paragraph 3 of this article may not, if they are of Senegalese nationality, claim immunity in the Senegalese courts in respect of judicial proceedings concerning matters extraneous to their official duties.

5. The Organization shall, in due course, communicate to the Government the names of the persons mentioned in paragraph 3 of this article.

6. The immunities provided for in paragraphs 1, 2 and 3 of this article are accorded in the interests of the Organization and not for the personal benefit of the individuals themselves. The immunities may be waived by the Government of the State concerned in respect of its representatives and their families; by the Executive Board in respect of the Director-General and by the Director-General in respect of the other officials of the Organization mentioned in paragraph 3, and their families.

Article 7

Officials and experts

1. Officials of UNESCO assigned to the Regional Bureau and the other officials of UNESCO on official mission with the Regional Bureau:

(a) Shall be immune from legal process in respect of all activities performed by them in their official capacity (including words spoken or written);

(b) Shall be exempt from all direct taxation on salaries and emoluments paid to them by the Organization;

(c) Subject to the provisions of paragraph 2 of this article, shall be exempt from all military service and from all other compulsory service in Senegal;

(d) Shall, together with their spouses and the dependent members of their families, be exempt from immigration restrictions and registration provisions relating to foreigners;

(e) Shall, with regard to foreign exchange, be granted the same facilities as are granted to members of diplomatic missions accredited to the Government;

(f) Shall, together with their spouses and dependent members of their families, be accorded the same facilities for repatriation as are granted to members of diplomatic missions accredited to the Government, in time of international crisis;

(g) Shall, provided they formerly resided abroad, be granted the right to import free of duty their furniture and personal effects at the time of their establishment in Senegal, within six months of their installation;

(h) May temporarily import motor-cars free of duty, within the limit of one motor-car for each officer of the Organization;

(i) May import, within six months of their first installation and on conditions to be determined between the Organization and the Government, certain property, effects and household equipment, intended for their personal use. The definition of the property, effects and equipment, and the conditions of their re-sale in the territory of Senegal, will be the subject of an agreement between the Regional Bureau and the Government.

2. Senegalese officials of the Regional Bureau are not exempt from military service or any other compulsory service in Senegal. Nevertheless, those whose names have, by reason of their duties, been placed upon a list compiled by the Director-General and approved by the competent Senegalese authorities, may, in case of mobilization, be assigned to special duties in accordance with Senegalese law. These authorities shall, on the request of the Organization and in case of a call up for national service applicable to other officials of Senegalese nationality, grant such temporary deferments as may be necessary to avoid the interruption of essential work.

3. Privileges and immunities are granted to officials in the interests of the Organization and not for the personal benefit of the individuals themselves. The Director-General shall agree to waive the immunity granted to an official in any case in which he considers that such immunity would impede the course of justice and could be waived without prejudice to the interests of the Organization.

4. While performing their functions or engaged on mission on behalf of the Regional Bureau, experts other than the officials mentioned in paragraph 1 above shall, in so far as is necessary for the effective discharge of their functions, and also during journeys made in the course of duty or for the period of their missions, be granted the under-mentioned privileges and immunities:

(a) Immunity from personal arrest and seizure of personal luggage, except if caught in the act of committing an offence. The competent national authorities shall in such cases, immediately inform the Director-General of the Organization of the arrest or of the seizure of luggage;

(b) Immunity from judicial process in respect of all acts done by them in the performance of their official functions (including words spoken or written). Such immunity shall continue notwithstanding that the persons concerned are no longer performing official functions for the Organization or on mission on its behalf;

(c) The same facilities concerning the regulation of foreign exchange as those accorded to officials of foreign governments on temporary official mission.

5. The Director-General of the Organization shall agree to waive the immunity of an expert in any case in which he considers that this can be done without damage to the interests of the Organization.

6. The Organization shall constantly co-operate with the competent authorities in order to facilitate the proper administration of justice, ensure the due carrying out of police regulations and avoid any possible abuse arising out of the exercise of the immunities and facilities provided for in this Agreement.

Article 8

Laissez-passer

United Nations *laissez-passer* held by officials of the Organization shall be recognized and accepted by the Government as travel documents.

Article 9

Settlement of disputes

1. The Organization shall make provision for appropriate modes of settlement of:

(a) Disputes arising out of contracts or other disputes in private law to which the Organization is party;

(b) Disputes involving any official of the Organization who, by reason of his official position, enjoys immunity, if this immunity has not been waived by the Director-General.

2. Any dispute between the Organization and the Government concerning the interpretation or application of this Agreement, or any supplementary agreement, if it is not settled by negotiation or any other appropriate method agreed to by the parties, shall be submitted for final decision to an arbitration tribunal composed of three members; one shall be appointed by the Director-General of the Organization, another by the Minister for Foreign Affairs of the Government and the third chosen by these two. If the two arbitrators cannot agree on the choice of the third, the appointment shall be made by the President of the International Court of Justice. The decision of the tribunal shall be final.

Article 10

General provisions

1. This Agreement is made in accordance with the provisions of section 39 of the Convention on the Privileges and Immunities of the Specialized Agencies, which provides for special agreements between a State and a Specialized Agency for the carrying out of the provisions of the above-mentioned Convention, taking into account the particular needs of an Agency resulting from the establishment of regional bureaux.

2. It is, however, understood that, should that Convention be revised, the Government and the Organization shall confer with a view to deciding what necessary amendments should be made to this Agreement.

3. This Agreement shall enter into force on the date on which the Government informs the Organization in writing of the ratification of the said Agreement. Subject to the foregoing, this Convention may be applied, before ratification, in all the provisions which can be put into effect by virtue of other international agreements or of Senegalese law.

DONE at Paris in two copies, in the French language.

For the Government

A. M. M'Bow

Date: 19 December 1969

For the Organization

René MAHEU

Date: 23 December 1969

(c) Agreements relating to conferences, seminars and other meetings

(i) Exchange of letters between the Government of the United States of America and the United Nations Educational, Scientific and Cultural Organization concerning the Second Meeting of the International Co-ordinating Group for Co-operative Investigations of the Caribbean and Adjacent Regions (Washington, 2-5 June 1969). Paris, 23 April 1969 and 9 May 1969

1. The United States Government will accord to UNESCO; to officials of UNESCO and representatives of governments entitled to attend the meeting in their official capacities; and to members of the immediate families of such persons, the privileges and immunities provided by applicable United States law, including the International Organizations Immunities Act, the Immigration and Nationality Act and the Internal Revenue Code.
2. As to the persons mentioned in paragraph 1 and other persons who are entitled to attend the meeting, the United States Government will undertake to accord every facility necessary to the performance of their functions in connection with attendance at the meeting, including facilitation of the issuance of any necessary visas in accordance with United States law, which it is understood does not exclude persons on the basis of nationality from entry into the United States.
3. Should any person entitled to attend the meeting under UNESCO regulations and rules or by decision of the appropriate authorities of UNESCO be prevented from attending the meeting by reason of the refusal or inability of the Government to issue any visa applied for within a reasonable period of time before the meeting, the Organization (the Director-General) reserves the right to cancel, adjourn or interrupt the holding of the meeting in the United States and to hold such meeting at another location outside the United States.

(ii) Agreement between the Government of Mexico and the United Nations Educational, Scientific and Cultural Organization concerning the Third Meeting of the International Co-ordinating Group for Co-operative Investigations of the Caribbean and Adjacent Regions (CICAR) (Mexico, 23-26 February 1970). Signed at Paris on 24 November 1969 and at Mexico City on 9 February 1970

III. *Privileges and immunities*

With respect to this meeting, the Government of Mexico shall apply to the participants and to the United Nations Educational, Scientific and Cultural Organization and to its staff the provisions of the Convention on the Privileges and Immunities of the United Nations,³⁴ as approved by the Mexican Senate and in accordance with the Presidential Decree of 13 February 1969, it being understood that the clauses of that Convention to which reservations were made will not be applied in relation to this meeting.

It is further understood that no restrictions shall be placed on the right of entry into, sojourn in and departure from Mexico of any person participating in the meeting, without distinction of nationality.

(iii) Agreements were also concluded with with UNESCO by the Governments of Algeria, Argentina, Belgium, Brazil, Cameroon, Ceylon, Colombia, Republic of the Congo, Costa Rica, Czechoslovakia, Dahomey, Denmark, Ecuador, Ethiopia, Finland, Federal Republic of Germany, India, Indonesia, Iran, Iraq, Italy, Ivory Coast, Jamaica, Japan, Kenya, Kuwait, Lebanon, Malaysia, Monaco, Morocco, Netherlands, Norway, Pakistan, Senegal, Singapore, Spain, Sweden, Thailand, Uganda, Upper Volta, Union of Soviet Socialist Republics, concerning meetings on their territories; these agreements contain a provision similar to the following:

The Government will apply, in respect of this meeting, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies and Annex IV thereto relating to UNESCO, to which it has been a party since ———, it being understood, in particular, that no restriction shall be placed upon the right of entry into, sojourn in and departure from the territory of ——— of any person entitled to attend the meeting, without distinction of nationality.

4. INTERNATIONAL ATOMIC ENERGY AGENCY

Agreement on the Privileges and Immunities of the International Atomic Energy Agency.³⁵ Approved by the Board of Governors of the Agency on 1 July 1959

(a) *Deposit of instruments of acceptance*

The following States accepted the Agreement on the Privileges and Immunities of the International Atomic Energy Agency in 1969:³⁶

³⁴ United Nations, *Treaty Series*, vol. 1, page 15.

³⁵ United Nations, *Treaty Series*, vol. 374, p. 147.

³⁶ The Agreement comes into force as between the Agency and the accepting States on the date of deposit of instruments of acceptance.

<i>State</i>	<i>Date of deposit of instrument of acceptance</i>
Ecuador ³⁷	16 April 1969
Niger	17 June 1969
Viet-Nam	31 July 1969
Switzerland ³⁸	16 September 1969

This brought up to 35 the number of States parties to this Agreement.

(b) *Incorporation of the Agreement by reference in other agreements*

(i) Article 11(a) of the Agreement between the International Atomic Energy Agency, the Government of the Principality of Monaco and the Oceanographic Institute at Monaco concerning developmental studies on the effects of radioactivity in the sea (INFCIRC/129); entered into force on 21 May 1969.

(ii) Article IV, section 8 of the Project Agreement between the International Atomic Energy Agency and the Government of Argentina regarding arrangements for the transfer of irradiation equipment (INFCIRC/128); entered into force on 3 June 1969.

(iii) Part V, section 25 of the Agreement between the International Atomic Energy Agency, the Government of Turkey and the Government of the United States of America for the application of safeguards (INFCIRC/123); entered into force on 5 June 1969.

(iv) Part V, section 25 of the Agreement between the International Atomic Energy Agency, the Government of Portugal and the Government of the United States of America for the application of safeguards (INFCIRC/131); entered into force on 19 July 1969.

(v) Part V, section 25 of the Agreement between the International Atomic Energy Agency, the Government of the Argentine Republic and the Government of the United States of America for the application of safeguards (INFCIRC/130); entered into force on 25 July 1969.

(vi) Part V, section 25 of the Agreement between the International Atomic Energy Agency, the Government of Iran and the Government of the United States of America for the application of safeguards (INFCIRC/127); entered into force on 20 August 1969.

(vii) Part VI, section 19 of the Agreement between the International Atomic Energy Agency and the Government of the Republic of China for the application of safeguards to the Taiwan research reactor facility (INFCIRC/133); entered into force on 13 October 1969.

(viii) Section 26 of the Agreement between the Government of the Islamic Republic of Pakistan, the Government of Canada and the International Atomic Energy Agency for the application of safeguards (INFCIRC/135); entered into force on 17 October 1969.

³⁷ With the following declaration:

“...the Republic of Ecuador understands, in accordance with article VIII, section 27(b) of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency, that the Minister of Foreign Affairs shall be entirely free, after consultation with the Director-General of the Agency and regardless of the latter’s opinion, to grant or withhold the approval referred to.”

³⁸ With the following reservation:

“With regard to article VI, section 19, second paragraph, Switzerland reserves the right not to grant the deferrals in call-up requested by the Agency, it being understood however that such requests will receive sympathetic consideration on the part of the competent Federal authorities.”

(ix) Article VI, section 8 of the Agreement between the International Atomic Energy Agency and the Government of Indonesia for assistance by the Agency to Indonesia in continuing a reactor project (INFCIRC/136,II); entered into force on 19 December 1969.

(x) Article VI, section 8 of the Agreement between the International Atomic Energy Agency and the Government of Chile for assistance by the Agency to Chile in establishing research reactor project (INFCIRC/137,II); entered into force on 19 December 1969.
