

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

1988

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

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



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Chapter II

TREATY PROVISIONS CONCERNING THE LEGAL STATUS OF THE UNITED NATIONS AND RELATED INTERGOVERN- MENTAL 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 became parties to the Convention:²

<i>State</i>	<i>Date of receipt of instrument of accession or succession</i>
Antigua and Barbuda	25 October 1988
Viet Nam	6 February 1988

There are 124 States parties to the Convention.³

2. AGREEMENTS RELATING TO INSTALLATIONS AND MEETINGS

- (a) Exchange of letters constituting an agreement between the United Nations (Economic and Social Commission for Asia and the Pacific) and the Government of Indonesia concerning the arrangements for the forty-fourth session of the Economic and Social Commission for Asia and the Pacific, to be held at Jakarta from 11 to 20 April 1988. Bangkok, 29 January 1988⁴

LETTER FROM THE ECONOMIC AND SOCIAL COMMISSION FOR ASIA AND THE PACIFIC

29 January 1988

I have the honour to refer to the note verbale from the Indonesian Embassy in Bangkok dated 10 September 1987, No. 0962/03/14/IX/87/EKO, officially extending the invitation of the Government of Indonesia to host the forty-fourth Session of ESCAP in Jakarta from 11 to 20 April 1988.

In this connection, and further to the discussions that have taken place in Bangkok and in Jakarta, I have the honour to seek the Government's confirmation of the following arrangements for the forty-fourth session of ESCAP.

I

The Government of Indonesia will, at its expense, arrange for the following:

1. Appointment of a senior official to act as the Chairman of the Organizing Committee and another official as the Government focal point, and counterpart staff to assist the secretariat of ESCAP in advance planning and in-session service for the session;

2. Appropriate conference rooms with sound interpretation facilities for meetings of (i) the plenary session, and (ii) two Committees of the Whole and appropriate additional rooms for delegates' meetings. (The total number of participants is estimated at 700-750);

3. Office space for the use of ESCAP substantive, administrative, language and information staff;

4. Travel Bangkok-Jakarta-Bangkok and subsistence while in Jakarta at prevailing United Nations rate for ESCAP essential staff required to service the Session;

5. The additional cost difference of travel and subsistence between Bangkok and Jakarta for external language staff hired from New York, Geneva or other duty stations;

6. Freight charges from Bangkok to Jakarta and return, and customs clearance in Jakarta for shipments containing documents, office equipment, conference equipment, documentation and supplies, reference materials, stationery and reproduction supplies, together with related expenses and appropriate storage facilities;

7. Transportation in Jakarta for ESCAP staff while engaged on official United Nations business;

8. Local provision of administrative support personnel, including: secretaries/stenographers, typists, conference assistants, document clerks, mimeograph machine operators/collators, messengers, helpers, etc.;

9. Local provision of office equipment including WANG word processors, dictaphones, transcribers, typewriters and reproduction equipment such as offset duplicators, master plate makers, collating machines, guillotine, photocopyers and others that may be required;

10. Telephone, telex and postal services;

11. Sufficient and appropriate hotel accommodation for participants and ESCAP staff in Jakarta (to be paid for by its occupants);

12. Apart from the travel costs, subsistence and the freight charges and related contingency expenses set out in points 4, 5 and 6 above, details of all the other points are already included in the administrative plan for the forty-fourth session of ESCAP mutually agreed upon by the Government of Indonesia and ESCAP.

II

The secretariat of ESCAP will, without cost to the Government of Indonesia, arrange for the following:

1. ESCAP invitations and ESCAP communications with participating countries/organizations concerning substantive matters;
2. Notification to the Government of Indonesia of the names and countries/organizations of the participants as soon as such information is received;
3. Coordination and supervision of all ESCAP secretariat services and arrangements, within and outside Indonesia, for the session.

III

1. The provisions of the Convention on the Privileges and Immunities of the United Nations and the Convention on the Privileges and Immunities of the Specialized Agencies will be applicable in respect of the session. Representatives of States Members of the United Nations or of the specialized agencies and officials of the United Nations or of the specialized agencies shall enjoy the privileges and immunities specified in those conventions, and other participants invited by the United Nations to the session shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by Article VI of the Convention on Privileges and Immunities of the United Nations, and shall comply with other related provisions of the Convention.

2. In addition, the Government of Indonesia will accord all participants to the session any other facilities as are necessary for the independent exercise of their function in connection with the session.

3. The Government of Indonesia will facilitate the entry into and exit from Indonesia of all participants invited by the United Nations. Visas and entry permits, where required, will be granted as speedily as possible and free of charge.

4. The Government of Indonesia shall be responsible for dealing with any action, claim or other demand arising out of:

(a) Injury to persons or damage to property in the premises referred to in paragraphs 2 and 3 of section I above;

(b) Injury to persons or damage to property occurring during use of the transportation referred to in paragraph 7 of section I above;

(c) Recruitment for the session of the personnel referred to in paragraphs 1 and 8 of section I above;

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

5. Any dispute concerning the interpretation or implementation of this Agreement shall be settled by negotiation and consultation between the parties.

I further propose that upon receipt of your reply in confirmation of the above, this letter and your reply be regarded as constituting an Agreement between the

United Nations and the Government of Indonesia regarding the provision of host facilities by the Government of Indonesia for the forty-fourth session of ESCAP.

(Signed) S. A. M. S. KIBRIA
Executive Secretary

LETTER FROM THE EMBASSY OF INDONESIA

29 January 1988

I have the honour to acknowledge receipt of your letter, A.C/201 44th Session, of today's date, concerning the arrangements for the forty-fourth session of ESCAP to be hosted by my Government in Jakarta from 11 to 20 April 1988.

I have the further honour to inform you that the Government of Indonesia confirms and accepts all the arrangements proposed in your letter, which together with this reply shall be regarded as constituting an Agreement between the United Nations and the Government of Indonesia regarding the provision of host facilities by the Government of Indonesia for the forty-fourth session of ESCAP.

(Signed) Air Marshal Aried RIYADI

Ambassador Extraordinary and Plenipotentiary and Permanent Representative
of Indonesia to ESCAP

(b) Agreement between the United Nations and the Government of Nepal regarding the establishment in Kathmandu of the United Nations Regional Centre for Peace and Disarmament in Asia (with Memorandum of Understanding). Signed at New York on 8 June 1988⁵

The Government of Nepal and the United Nations,

Considering that His Majesty's Government of Nepal (hereinafter referred to as "the Government") and the United Nations, in accordance with General Assembly resolution 42/39 D of 30 November 1987, have agreed to establish in Kathmandu, Nepal, the United Nations Regional Centre for Peace and Disarmament in Asia (hereinafter referred to as "the Centre"),

Considering that the Government undertakes to assist the United Nations in securing all the necessary facilities for the establishment and functioning of the Centre,

Considering that the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 (hereinafter referred to as "the Convention"), applies to the field offices which are an integral part of the Secretariat of the United Nations,

Considering that it is desirable to conclude an agreement to regulate questions arising as a result of the establishment of the Centre in Kathmandu,

Have agreed as follows:

Article I

ESTABLISHMENT OF THE CENTRE

Section 1

The United Nations Centre for Peace and Disarmament in Asia shall be established in Kathmandu, Nepal, to carry out the functions assigned to it by the General Assembly and the Secretary-General, within the framework of the Department for Disarmament Affairs.

Article II

STATUS OF THE CENTRE

Section 2

The premises of the Centre and the residence of the Director shall be inviolable.

Section 3

The appropriate Nepalese authorities shall exercise due diligence to ensure the security and protection of the premises of the Centre and its staff.

Section 4

The appropriate Nepalese authorities shall exercise their respective powers to ensure that the Centre shall be supplied with the necessary public services on equitable terms. The Centre shall enjoy treatment for the use of telephone, radio-telegraph and mail communication facilities, not less favourable than that normally accorded and extended to diplomatic missions.

Article III

FACILITIES AND SERVICES

Section 5

In addition to the provisions made in operative paragraph 1 of resolution 42/39 D, the Government shall make an annual contribution toward the maintenance and operation of the Centre. Such contribution shall be stipulated in the memorandum of understanding between the Government and the United Nations which shall form part of this Agreement.

Article IV

OFFICIALS OF THE CENTRE

Section 6

Officials of the Centre shall be entitled to the privileges and immunities provided for in Section 18 of the Convention on the Privileges and Immunities of the United Nations to which Nepal is a Party.

Section 7

In addition to the privileges and immunities referred to in Section 6 above, the Director of the Centre shall enjoy, in respect of himself, his spouse, his relatives dependent on him, the privileges and immunities, exemptions and facilities normally accorded to envoys of international organizations of comparable rank. He shall for this purpose be included in the Diplomatic list of the Ministry of Foreign Affairs of Nepal.

Section 8

The privileges and immunities referred to in this Agreement are granted solely for the purpose of carrying out effectively the aims and purposes of the United Nations. The Secretary-General of the United Nations may waive the immunity of any staff member whenever, in his opinion, such immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations.

Article V

GENERAL PROVISIONS

Section 9

The provisions of the Convention, to which Nepal acceded on 28 September 1965, shall fully apply to the Centre. The provisions of the present Agreement shall, where possible, be treated as complementary to those of the Convention, so that both provisions of the Agreement and the Convention shall be applicable and neither shall restrict the effect of the other.

Section 10

This Agreement shall be construed in the light of its primary purpose of enabling the Centre in Nepal fully and efficiently to discharge its responsibilities and fulfil its purpose.

Section 11

Consultation with respect to modifications of this Agreement shall be entered into at the request of either party; any such modifications shall be by mutual consent.

Section 12

This Agreement shall cease to be in force:

- (i) By mutual consent of both parties; or
- (ii) If the Centre is moved from the territory of Nepal, except for such provisions as may be applicable in connection with the termination of the operations of the Centre in Nepal and the disposal of its property therein.

Section 13

This Agreement shall come into force upon signature by both parties.

- (c) Agreement between the United Nations and the Government of Lesotho regarding the arrangements for the Regional Seminar on the United Nations Commission on International Trade Law Texts and International Trade Law, to be held at Maseru from 25 to 30 July 1988. Signed at New York on 14 July 1988⁶

Article X

LIABILITY

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

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

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

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

2. The Government of Lesotho shall indemnify and hold harmless the United Nations and its personnel in respect of any such action, claim, or other demand except if it is agreed by the parties hereto that such injury, loss or damage was caused by gross negligence or wilful misconduct of the United Nations personnel.

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations shall be applicable in respect of the Seminar. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Seminar shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Seminar shall be accorded the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies.

2. Without prejudice to the provisions of the Convention on the Privileges and Immunities of the United Nations, all participants and persons performing functions in connection with the Seminar shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Seminar. Personnel provided by the Government of Lesotho pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Seminar.

3. The Government of Lesotho undertakes, subject to existing Government policy, to grant free of charge and without unnecessary delay, entry and exit visas to all the participants and all persons performing functions in connection with the Seminar.

4. The Government of Lesotho shall allow the temporary importation, tax-free and duty-free, of all equipment, including technical equipment accompanying representatives of information media, and shall waive import duties and taxes on supplies necessary for the Seminar. It shall issue without delay any necessary import and export permits for this purpose.

(d) Exchange of letters constituting an agreement between the United Nations and the Government of the Islamic Republic of Iran establishing the United Nations Iran-Iraq Military Observer Group. New York, 19 August 1988, and Tehran, 28 March 1989⁷

LETTER FROM THE UNITED NATIONS

19 August 1988

I have the honour to refer to Security Council resolution 619 (1988) of 9 August 1988 by which the Security Council requested the Secretary-General to establish the United Nations Iran-Iraq Military Observer Group (hereinafter referred to as "UNIIMOG") along the Iran-Iraq border as defined by him in his report and statements to the Security Council.

In order to facilitate the fulfilment of UNIIMOG's purposes, I propose that your Government, in implementation of its obligations under Article 105 of the Charter of the United Nations, extend to UNIIMOG, its property and assets the status, privileges and immunities provided in the Convention on the Privileges and Immunities of the United Nations to which Iran acceded on 8 May 1947. Furthermore, in view of the special importance and difficult nature of the functions which UNIIMOG will perform, I would propose that your Government extend to the Chief Military Observer the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law, and extend to the military personnel serving under the Chief Military Observer the same privileges and immunities accorded to experts performing missions for the United Nations under article VI of the Convention.

The privileges and immunities necessary for the fulfilment of the functions of UNIIMOG also include freedom of entry and exit without delay or hindrance, of property, supplies, equipment and spare parts; freedom of movement on the land, sea and in the air of personnel, equipment and means of transport; the acceptance of the United Nations registration of means of transport (on land, sea and in the air) and the United Nations licensing of the operators thereof; the right to fly the United Nations flag on premises, observation posts, vehicles, aircraft and vessels; and the right of unrestricted communication by radio or by satellite, within the United Nations radio and satellite network, as well as by telephone, telegraph or other means.

It is understood that the Government of Iran shall provide at its own expense, in agreement with the Chief Military Observer, all such premises as may be necessary for the accommodation and fulfilment of the functions of UNIIMOG, including office space and areas for observation posts and field centres. All such premises shall be inviolable and subject to the exclusive control and authority of the Chief Military Observer. Without prejudice to the use by the United Nations of its own means of transport and communication, it is understood that your Government shall, upon request of the Chief Military Observer, provide any necessary means of transport and communication.

If these proposals meet with our approval, I would suggest that this letter and your reply should constitute an agreement between the United Nations and Iran to take effect as of 0300 GMT on 20 August 1988.

(Signed) Javier PEREZ DE CUELLAR
Secretary-General

LETTER FROM THE MINISTER FOR FOREIGN AFFAIRS OF THE
ISLAMIC REPUBLIC OF IRAN

28 March 1989

With reference to the letter of 19 August 1988 (corresponding to 28 Mordad 1367) and with regard to Article 105 of the Charter of the United Nations, and also in accordance with the provisions of Security Council resolution 619 (1988), it is hereby agreed to grant on temporary basis to UNIIMOG the privileges and immunities as stipulated in the Convention on the Privileges and Immunities of the United Nations, approved by the General Assembly on 13 February 1946,

which Iran acceded to on 8 May 1947, and the aims of which have been explained in sections 22 and 23 of Article 6 of the aforesaid Convention.

It is evident that conclusion of the final agreement is conditional on the implementation of the provisions of the resolution 598 (1988) and the implementation plan of the Secretary-General concerning the withdrawal of the Iraqi forces to the internationally recognized boundaries, determined by the Treaty of State Frontiers and Neighbourly Relations between Iran and Iraq and annexes thereof of 13 June 1975.

Undoubtedly, the UNIIMOG forces will observe the codes and norms of the Islamic society of Iran.

(Signed) Ali Akbar VELAYATI
Minister for Foreign Affairs

- (e) Agreement between the United Nations and the Government of Thailand on the United Nations/European Space Agency workshop on microwave remote sensing technology to be hosted by the Government of Thailand from 26 to 30 September 1988. Signed at New York on 16 September 1988⁸

Article V

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, shall be applicable in respect of the Workshop.

2. Participants attending the Workshop in pursuance of paragraphs 1(a) and (c) of article II of this Agreement shall enjoy the privileges and immunities accorded to experts on mission under article VI of the Convention on the Privileges and Immunities of the United Nations.

3. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under Articles V and VII of the Convention.

4. Representatives of the specialized agencies participating in the Workshop shall enjoy the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies.

5. Without prejudice to the preceding paragraphs of this article, all persons performing functions in connection with the Workshop and all those invited to the Workshop shall enjoy the facilities and courtesies necessary for the independent exercise of their functions in connection with the Workshop.

6. All participants and persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from Thailand and no impediment shall be imposed on their transit to and from the Work-

shop area. Visas shall be granted free of charge and as speedily as possible. Arrangements shall also be made to ensure that visas for the duration of the Workshop are delivered at the airport of arrival to participants who were unable to obtain them prior to their arrival.

7. The participants in the Workshop, referred to in article II above, officials of the United Nations responsible for the organization of the Workshop and experts on mission for the United Nations in connection with the Workshop shall have the right to take out of Thailand at the time of their departure, without any restrictions, any unexpended portions of the funds they brought into Thailand in connection with the Workshop at the United Nations official rate prevailing when the funds were brought in.

8. The Government shall allow the temporary importation, tax- and duty-free, of all equipment and shall waive import duties and taxes on supplies necessary for the Workshop. It shall issue without delay any necessary import and export permits for this purpose.

Article VI

LIABILITY

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

(a) injury to person or damage to or loss of property in the premises referred to in article IV that are provided by or are under the control of the Government;

(b) injury to person or damage to or loss of property caused by, or incurred in using, the transport services referred to in article IV that are provided by or are under the control of the Government;

(c) the employment for the Workshop of the personnel provided by the Government under article IV.

The Government shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand, except it is agreed by the Parties hereto that such injury, loss or damage was caused by gross negligence or wilful misconduct of United Nations personnel.

(f) Agreement between the United Nations and the Government of Peru on a United Nations workshop on regional space information systems to be hosted by the Government of Peru from 24 to 28 October 1988. Signed at New York on 20 October 1988⁹

Article V

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946, shall be applicable in respect of the Workshop.

2. Participants attending the Workshop in pursuance of paragraphs 1(a) and (c) of article II of this Agreement shall enjoy the privileges and immunities accorded to experts on mission under article VI of the Convention on the Privileges and Immunities of the United Nations.

3. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under Articles V and VII of the Convention.

4. Representatives of the specialized agencies participating in the Workshop shall enjoy the privileges and immunities provided under articles VI and VIII of the Convention on the Privileges and Immunities of the Specialized Agencies.

5. The personnel provided by the Government under article IV, paragraph 3, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Workshop.

6. Without prejudice to the preceding paragraphs of this article, all persons performing functions in connection with the Workshop and all those invited to the Workshop shall enjoy the privileges and immunities, facilities and courtesies necessary for the independent exercise of their functions in connection with the Workshop.

7. All participants and persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from Peru and no impediment shall be imposed on their transit to and from the Workshop area. Visas shall be granted to those invited by the United Nations to the Workshop by the appropriate authorities of the Government as speedily as possible. Arrangements shall also be made to ensure that visas for the duration of the Workshop are delivered at the airport of arrival to participants who were unable to obtain them prior to their arrival.

8. The participants in the Workshop, referred to in article II above, officials of the United Nations responsible for the organization of the Workshop and experts on mission for the United Nations in connection with the Workshop shall have the right to take out of Peru at the time of their departure, without any restrictions, any unexpended portions of the funds they brought into Peru in connection with the Workshop.

9. The Government shall allow the temporary importation, tax- and duty-free, of all equipment and shall waive import duties and taxes on supplies necessary for the Workshop. It shall issue without delay any necessary import and export permits for this purpose.

Article VI

LIABILITY

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

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

(b) Injury to person or damage to or loss of property caused by, or incurred in using, the transport services referred to in article IV that are provided by or are under the control of the Government;

(c) The employment for the Workshop of the personnel provided by the Government under article IV.

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

3. AGREEMENT RELATING TO THE UNITED NATIONS CHILDREN'S FUND

Basic Agreement between the United Nations (United Nations Children's Fund) and the Government of Djibouti concerning the activities of the United Nations Children's Fund in Djibouti. Signed at Djibouti on 2 November 1988¹⁰

WHEREAS the United Nations Children's Fund (hereinafter called "UNICEF") was established by the General Assembly of the United Nations as an organ of the United Nations for the purpose of meeting, through the provision of supplies, training and advice, emergency and long-range needs of children, and their continuing needs particularly in developing countries, with a view to strengthening, where appropriate, the permanent child health and child welfare programmes of the countries receiving assistance,

WHEREAS the Government of the Republic of Djibouti (hereinafter called "the Government") desires UNICEF cooperation for the above purposes,

NOW, THEREFORE, UNICEF and the Government agree as follows:

Article 1

REQUESTS TO UNICEF AND PLANS OF OPERATIONS

1. This Agreement establishes the basic conditions and the mutual undertakings governing projects in which UNICEF and the Government are participating.

2. Whenever the Government wishes to obtain assistance from UNICEF, it shall inform UNICEF in writing through the UNICEF representative accredited to the Republic of Djibouti, giving a description of the proposed project and the extent of the proposed participation of the Government and UNICEF in its execution.

3. UNICEF shall consider such requests on the basis of its available resources and its assistance policies.

4. The terms and conditions for each agreed project, including the commitments of the Government and UNICEF with respect to furnishing of supplies, equipment, services or other assistance, shall be set forth in a plan of operations to be signed by the Government and UNICEF, and when appropriate, by other organizations participating in the project. The provisions of this Agreement shall apply to each plan of operations.

...

Article 4

COOPERATION BETWEEN THE GOVERNMENT AND UNICEF AND PROVISION OF LOCAL FACILITIES AND SERVICES TO UNICEF

1. UNICEF may maintain an office in the Republic of Djibouti and may assign authorized officers to visit or be stationed therein for consultation and cooperation with the appropriate officials of the Government with respect to the review and preparation of proposed projects and plans of operations, and the shipment, receipt, distribution or use of any goods furnished by UNICEF, and to advise UNICEF on the progress of the plans of operations and on any other matter relating to the application of this Agreement.

The Government shall permit authorized officers of UNICEF to observe all the phases of execution of the plans of operations in the Republic of Djibouti.

2. The Government, in agreement with UNICEF, shall make the necessary arrangements to ensure that UNICEF gets the necessary public services, on equitable conditions.

3. The Government shall also facilitate the provision of suitable accommodation for international personnel of UNICEF assigned to the Republic of Djibouti.

Article 5

COOPERATION AND INFORMATION

1. The Government shall cooperate with UNICEF in making available to the public adequate information concerning UNICEF assistance.

2. The Government and UNICEF shall cooperate fully to achieve the objectives for which assistance is granted. To that end, they shall exchange views and information concerning the progress of the project.

Article 6

PRIVILEGES AND IMMUNITIES

The Government shall apply to UNICEF, as an organ of the United Nations, to its property, funds and assets, and to its officials, excluding nationals of Djibouti and permanent foreign residents who are locally engaged, the provisions of the Convention on the Privileges and Immunities of the United Nations. No taxes, fees or duties shall be levied on supplies and equipment furnished by UNICEF so long as they are used in accordance with the plans of operations.

Article 7

CLAIMS AGAINST UNICEF

1. The Government shall assume, subject to the provisions of this article, full responsibility in respect to claims resulting from the execution of plans of operations within the territory of the Republic of Djibouti.

2. The Government shall accordingly be responsible for dealing with any claims which may be brought by third parties against UNICEF or its experts, agents or employees and shall defend and hold harmless UNICEF and its experts, agents or employees in case of any claims or liabilities resulting from the execution of plans of operations made pursuant to this Agreement, except where it is agreed by the Government and UNICEF that such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents or employees.

3. In the event of the Government making any payment in accordance with the provisions of paragraph 2 of this article, the Government shall be entitled to exercise and enjoy the benefit of all rights and claims of UNICEF against third persons.

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

5. UNICEF shall place at the disposal of the Government information or other assistance required for the handling of any case to which paragraph 2 of this article relates or for the fulfilment of the purposes of paragraph 3.

Article 8

SETTLEMENT OF DISPUTES

1. Where a dispute between the Government and UNICEF arising from this Agreement, or from a plan of operations relating thereto, cannot be settled by negotiations or by any other agreed means of settlement, it shall be submitted to arbitration, if one of the Parties so requests.

2. Each Party shall appoint an arbitrator, to whom it shall explain the dispute, and shall inform the other Party of his name. If the two arbitrators are unable to agree on an arbitration award, they shall immediately appoint a presiding arbitrator. If, within 30 days of the request for arbitration, one of the Parties has not appointed an arbitrator, or if the arbitrators fail to agree on an award or on the appointment of a presiding arbitrator, either Party may ask the President of the International Court of Justice to appoint an arbitrator or a presiding arbitrator.

3. The expenses of arbitration shall be borne by the Parties in the proportion to be determined in the arbitration award. The award shall be accepted by the Parties as a final settlement of the dispute.

4. AGREEMENT RELATING TO THE UNITED NATIONS DEVELOPMENT PROGRAMME

Standard Basic Assistance Agreement between the United Nations (United Nations Development Programme) and the Government of Nigeria.
Signed at Lagos on 12 April 1988¹¹

Article 9

PRIVILEGES AND IMMUNITIES

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

2. The Government shall apply to each Specialized Agency acting as an Executing Agency, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, including any Annex to the Convention applicable to such Specialized Agency. In case the International Atomic Energy Agency (IAEA) acts as an Executing Agency, the Government shall apply to its property, fund and assets, and to its officials and experts, the Agreement on the Privileges and Immunities of IAEA.

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

4. (a) Except as the Parties may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than Government nationals employed locally, performing services on behalf of UNDP, a specialized agency or IAEA who are not covered by paragraphs 1 and 2 above the same privileges and immunities as officials of the United Nations, the specialized agency concerned or the IAEA under sections 16, 19 or 18 respectively of the Convention on the Privileges and Immunities of the United Nations or of the Specialized Agencies, or of the Agreement on the Privileges and Immunities of IAEA.

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

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

5. The expression “persons performing services” as used in articles IX, X and XIII of this Agreement includes operational experts, volunteers, consultants, and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations or firms which UNDP may retain, whether as an Executing Agency or otherwise, to execute or to assist in the execution of UNDP assistance to a project, and their employees. Nothing in this Agreement shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees.

Article 10

FACILITIES FOR EXECUTION OF UNDP ASSISTANCE

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

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

(b) Prompt issuance without cost of necessary visas, licences or permits;

(c) Access to the site of work and all necessary rights of way;

(d) Free movement within or to or from the country, to the extent necessary for proper execution of UNDP assistance;

(e) The most favourable legal rate of exchange;

(f) Any permits necessary for the importation of equipment, materials and supplies, and for their subsequent exportation;

(g) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials, of UNDP, its Executing Agencies, or other persons performing services on their behalf, and for the subsequent exportation of such property; and

(h) Prompt release from customs of the items mentioned in subparagraphs (f) and (g) above.

2. Assistance under this Agreement being provided for the benefit of the Government and people of Nigeria, the Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims which may be brought by third parties against UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Parties and the Executing Agency are agreed that a claim or liability arises from the gross negligence or wilful misconduct of the above-mentioned individuals.

Article 11

SUSPENSION OR TERMINATION OF ASSISTANCE

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

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

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

Article 12

SETTLEMENT OF DISPUTES

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

* * *

The United Nations Development Programme also entered into a Basic Assistance Agreement with the Government of Uruguay in 1988.

5. AGREEMENTS RELATING TO THE UNITED NATIONS
HIGH COMMISSIONER FOR REFUGEES

- (a) Agreement between the United Nations and the Government of Spain relative to the establishment of a branch office of the Office of the United Nations High Commissioner for Refugees in Madrid. Signed at Madrid on 14 March 1988¹²

4. CONSIDERING that the General Convention on Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which Spain is a party, applies to the local branch offices of the High Commissioner's Office which form an integral part of the Office of UNHCR,

5. CONSIDERING that it is desirable to enter into an agreement in order to regulate the questions arising from the establishment of the UNHCR Branch Office in Spain,

HAVE AGREED AS FOLLOWS:

Section I

ESTABLISHMENT OF THE BRANCH OFFICE

Article 1

A UNHCR Branch Office shall be established in the City of Madrid, Spain, in order to perform the functions assigned to it by the United Nations General Assembly within the framework of the Office of the United Nations High Commissioner.

Section II

STATUS OF THE BRANCH OFFICE

Article 2

The Branch Office's premises and the residence of the High Commissioner's Representative in Spain shall be inviolable.

Article 3

The Government shall exercise all due diligence in order to guarantee the security and protection of the premises of the Branch Office and its personnel.

Article 4

The Representative or any official appointed by him shall have access to applicants for asylum and refugees in Spain or at its borders, in compliance with the functions defined in the United Nations General Assembly resolution 428 (V) of 14 December 1950.

Article 5

The Government shall ensure that all the necessary public services are made available to the Branch Office on equitable terms. The Branch Office shall enjoy, in respect of the use of telephone, radio and postal services, treatment not less favourable than that normally accorded to diplomatic missions accredited in Madrid.

Section III

FACILITIES AND SERVICES

Article 6

The Government shall provide suitable premises free of charge and shall be responsible for the expenses incurred in connection with their maintenance.

Section IV

OFFICIALS OF THE BRANCH OFFICE

Article 7

The Head of the Branch Office shall be appointed by the United Nations High Commissioner for Refugees and must have the approval of the Spanish Government in order to carry out his duties. Pursuant to the provisions of section 17, article V, of the General Convention on Privileges and Immunities of the United Nations, the Government must be notified periodically of any changes in the composition of the staff of the Branch Office.

The officials of the Branch Office, except general services personnel or similar categories hired locally, shall enjoy the following privileges and immunities in and with respect to Spain:

- (a) Immunity from any jurisdiction in respect of words, written communication or acts carried out by them in the performance of their official duties;
- (b) Immunity from seizure of their official baggage;
- (c) Immunity from inspection of their official baggage;
- (d) Exemption from any kind of taxes on the salaries and emoluments paid to them by the United Nations;
- (e) Exemption for themselves, their spouses, dependent family members, other family members living in their homes and their domestic staff, from immigration restrictions and alien registration;
- (f) Immunity from national service obligations;
- (g) The same privileges in respect of foreign currency exchange as are accorded to officials of comparable rank in the diplomatic missions accredited in Madrid. In particular, the United Nations officials shall be entitled, on terminating their appointment in Spain, to take out of Spain through the authorized

channels, without prohibition or restriction, such amounts as they brought into Spain, as well as any other financial resources of which they are duly able to prove that they are in legitimate possession.

(h) Protection and repatriation facilities for themselves, their spouses, dependent family members, other family members living in their homes and their domestic staff the same as those granted in times of international crisis to the diplomatic representatives accredited in Madrid; and

(i) The right to import for their personal use, free of taxes and other obligations, prohibitions and import restrictions:

- (1) Their furniture and personal effects in one or several separate shipments, and later on the necessary supplements thereto, including motor vehicles, in accordance with the Spanish law applicable to diplomatic representatives accredited in Madrid.
- (2) Reasonable amounts of certain articles for their personal use or consumption, not to be given away or sold, in accordance with the Spanish laws applicable to diplomatic representatives accredited in Madrid.

Article 8

Apart from the privileges and immunities mentioned in Article 7, the High Commissioner's Representative in Spain shall enjoy for himself, his spouse and his dependent family members, the privileges, immunities, exemptions and facilities normally granted to diplomatic envoys of similar rank. To this effect, the Ministry of Foreign Affairs of Spain shall include him on the list of diplomatic representatives accredited in Madrid.

Article 9

Delegation officials of the general services staff or similar categories hired locally shall only enjoy, in and with respect to Spain, the privileges and immunities mentioned in clauses (a), (d) and (f) of Article 1 of this Agreement. These officials shall also enjoy the other privileges and immunities to which they may be entitled under article V, section 18, and article VII of the Convention.

Article 10

The privileges and immunities provided under the Agreement are only granted with a view to ensuring the effective fulfilment of UNHCR's aims and purposes. The High Commissioner shall have the right and the duty to waive the immunity of any official when, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of UNHCR.

Article 11

The Branch Office and the Government shall cooperate at all times in order to facilitate the proper administration of justice, assure the observance of police regulations and prevent any abuse in connection with the privileges, exemptions, immunities and facilities provided under this Agreement.

Section V

SETTLEMENT OF DISPUTES

Article 12

With respect to disputes of a private nature, the Branch Office shall make provisions for appropriate modes of settlement of:

(a) Disputes arising out of contracts or other disputes of a private law character to which the Branch Office is a party;

(b) Disputes involving any Branch Office official who, by reason of his special status, enjoys immunity — if immunity has not been waived under the provisions of Article 10.

(b) Tripartite Agreement between the United Nations (United Nations High Commissioner for Refugees) and the Governments of France and Suriname on the voluntary repatriation of the Surinamese refugees. Signed at Paramaribo on 25 August 1988¹³

The Government of the Republic of France, the Government of the Republic of Suriname and the United Nations High Commissioner for Refugees:

Conscious of the plight of the refugees from Suriname, the majority of which presently is accommodated by the Government of France in the French Department of Guiana;

Mindful that repatriation should take place on a strictly voluntary basis, as the result of the freely expressed wish of the refugees, in conditions of safety and dignity;

Conscious that the progressive re-establishment of a climate of confidence by all concerned is necessary for the successful voluntary repatriation of these refugees;

Mindful that any project for voluntary repatriation and resettlement of these refugees should be sound and adequate, established by recognized international experts in this field and carried out in an organized manner, while bearing in mind the right of every Surinamese citizen to return to and resettle in his/her country on an individual basis;

Mindful also that the cost of such a project will be too great for Suriname to bear in the present extremely difficult economic circumstances and that, therefore, international support will be required;

Bearing in mind the fundamental mandate of the United Nations High Commissioner for Refugees to promote durable solutions to refugee problems, the foremost of which is voluntary repatriation;

The two Governments having requested the United Nations High Commissioner for Refugees to be associated with the efforts to register the refugees from Suriname and to elaborate programmes aimed at voluntary repatriation and resettlement in their regions of origin and having been informed of the willingness of the United Nations High Commissioner for Refugees to participate in this endeavour and to solicit the support of the international community;

The Government of the Republic of France, the Government of the Republic of Suriname and the United Nations High Commissioner for Refugees, hereafter called the Contracting Parties;

Have agreed:

To establish a Tripartite Commission composed of representatives of the Contracting Parties under the Chairmanship of the United Nations High Commissioner for Refugees, to work out the modalities of the voluntary repatriation of the Surinamese refugees;

That the activities of the Tripartite Commission shall be exclusively humanitarian and non-political;

That the Commission shall elaborate plans and programmes conducive to facilitate the voluntary repatriation and resettlement of the refugees to their regions of origin;

That the Commission shall establish its own rules of procedure, frequency and venue of meetings;

To request the United Nations High Commissioner for Refugees to appeal to the international community for the technical cooperation and financial support of Governments and national and international organizations for the implementation of these programmes;

That representatives of the United Nations High Commissioner for Refugees and representatives of any other organization working under the aegis of the Tripartite Commission, should have free access at all times to the refugees and returnees to ensure the voluntariness of their return and to the areas to which they are returning, to ensure a smooth implementation of these programmes, and the international assistance provided therefor; and

To request the United Nations High Commissioner for Refugees, in his capacity of Chairman of the Commission, to make a quarterly progress report on the activities of the Tripartite Commission established by this Agreement.

B. Treaty provisions concerning the legal status of intergovernmental organizations related to the United Nations

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES.¹⁴ APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947

In 1988, 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:

<i>State</i>	<i>Date of receipt of instrument of accession or notification</i>	<i>Specialized agencies</i>
Antigua and Barbuda	13 December 1988	ILO, FAO (second revised text of annex II), ICAO, UNESCO, WHO (third revised text of annex VIII), UPU, ITU, WMO
Czechoslovakia	6 September 1988	FAO, WIPO, UNIDO
Dominica	24 January 1988	ILO, FAO (second revised text of annex II), UNESCO, IMF, WHO (third revised text of annex VII), UPU, WHO, IMO (revised text of annex XII), IFAD, UNIDO

As of 31 December 1988, 98 States were parties to the Convention.¹⁶

2. INTERNATIONAL ATOMIC ENERGY AGENCY

Agreement between the International Atomic Energy Agency and the Government of Nigeria for the application of safeguards in connection with the Treaty on the Non-Proliferation of Nuclear Weapons. Signed at Vienna on 29 February 1988¹⁷

WHEREAS the Federal Republic of Nigeria (hereinafter referred to as “Nigeria”) is a party to the Treaty on the Non-Proliferation of Nuclear Weapons¹⁸ (hereinafter referred to as “the Treaty”) opened for signature at London, Moscow and Washington on 1 July 1968 and which entered into force on 5 March 1970;

WHEREAS paragraph 1 of article III of the Treaty reads as follows:

“Each non-nuclear-weapon State Party to the Treaty undertakes to accept safeguards, as set forth in an agreement to be negotiated and concluded with the International Atomic Energy Agency in accordance with the Statute of the International Atomic Energy Agency and the Agency’s safeguard system, for the exclusive purpose of verification of the fulfilment of its obligations assumed under this Treaty with a view to preventing diversion of nuclear energy from peaceful uses to

nuclear weapons or other nuclear explosive devices. Procedures for the safeguards required by this article shall be followed with respect to source or special fissionable material whether it is being produced, processed or used in any principal nuclear facility or is outside any such facility. The safeguards required by this article shall be applied on all source or special fissionable material in all peaceful nuclear activities within the territory of such State, under its jurisdiction, or carried out under its control anywhere.”

WHEREAS the International Atomic Energy Agency (hereinafter referred to as “the Agency”) is authorized, pursuant to article III of its Statute, to conclude such agreements;

NOW THEREFORE, Nigeria and the Agency have agreed as follows:

PART I

Article 1

BASIC UNDERTAKING

Nigeria undertakes, pursuant to paragraph 1 of article III of the Treaty, to accept safeguards, in accordance with the terms of this Agreement, on all source or special fissionable material in all peaceful nuclear activities within its territory, under its jurisdiction or carried out under its control anywhere, for the exclusive purpose of verifying that such material is not diverted to nuclear weapons or other nuclear explosive devices.

Article 2

APPLICATION OF SAFEGUARDS

The Agency shall have the right and the obligation to ensure that safeguards will be applied, in accordance with the terms of this Agreement, on all source or special fissionable material in all peaceful nuclear activities within the territory of Nigeria, under its jurisdiction or carried out under its control anywhere, for the exclusive purpose of verifying that such material is not diverted to nuclear weapons or other nuclear explosive devices.

Article 3

COOPERATION BETWEEN NIGERIA AND THE AGENCY

Nigeria and the Agency shall cooperate to facilitate the implementation of the safeguards provided for in this Agreement.

...

Article 8

PROVISION OF INFORMATION TO THE AGENCY

(a) In order to ensure the effective implementation of safeguards under this Agreement, Nigeria shall, in accordance with the provisions set out in Part

II of this Agreement, provide the Agency with information concerning nuclear material subject to safeguards under this Agreement and the features of facilities relevant to safeguarding such material.

- (b) (i) The Agency shall require only the minimum amount of information and data consistent with carrying out its responsibilities under this Agreement.
- (ii) Information pertaining to facilities shall be the minimum necessary for safeguarding nuclear material subject to safeguards under this Agreement.

(c) If Nigeria so requests, the Agency shall be prepared to examine on premises of Nigeria design information which Nigeria regards as being of particular sensitivity. Such information need not be physically transmitted to the Agency provided that it remains readily available for further examination by the Agency on premises of Nigeria.

Article 9

AGENCY INSPECTORS

- (a) (i) The Agency shall secure the consent of Nigeria to the designation of Agency inspectors to Nigeria.
 - (ii) If Nigeria, either upon proposal of a designation or at any other time after a designation has been made, objects to the designation, the Agency shall propose to Nigeria an alternative designation or designations.
 - (iii) If, as a result of the repeated refusal of Nigeria to accept the designation of Agency inspectors, inspections to be conducted under this Agreement would be impeded, such refusal shall be considered by the Board, upon referral by the Director General of the Agency (hereinafter referred to as “the Director General”), with a view to its taking appropriate action.
- (b) Nigeria shall take the necessary steps to ensure that Agency inspectors can effectively discharge their functions under this Agreement.
- (c) The visits and activities of Agency inspectors shall be so arranged as:
- (i) To reduce to a minimum the possible inconvenience and disturbance to Nigeria and to the peaceful nuclear activities inspected; and
 - (ii) To ensure protection of industrial secrets or any other confidential information coming to the inspectors’ knowledge.

Article 10

PRIVILEGES AND IMMUNITIES

Nigeria shall accord to the Agency (including its property, funds and assets) and to its inspectors and other officials, performing functions under this Agreement, the same privileges and immunities as those set forth in the relevant provisions of the Agreement on the Privileges and Immunities of the International Atomic Energy Agency.¹⁹

Article 11

TERMINATION OF SAFEGUARDS

Consumption or dilution of nuclear material

Safeguards shall terminate on nuclear material upon determination by the Agency that the material has been consumed, or has been diluted in such a way that it is no longer usable for any nuclear activity relevant from the point of view of safeguards, or has become practically irrecoverable.

Article 12

Transfer of nuclear material out of Nigeria

Nigeria shall give the Agency advance notification of intended transfers of nuclear material subject to safeguards under this Agreement out of Nigeria, in accordance with the provisions set out in Part II of this Agreement. The Agency shall terminate safeguards on nuclear material under this Agreement when the recipient State has assumed responsibility therefor, as provided for in Part II of this Agreement. The Agency shall maintain records indicating each transfer and, where applicable, the reapplication of safeguards to the transferred nuclear material.

Article 13

Provisions relating to nuclear material to be used in non-nuclear activities

Where nuclear material subject to safeguards under this Agreement is to be used in non-nuclear activities, such as the production of alloys or ceramics, Nigeria shall agree with the Agency, before the material is so used, on the circumstances under which the safeguards on such material may be terminated.

...

Article 15

FINANCE

Nigeria and the Agency will bear the expenses incurred by them in implementing their respective responsibilities under this Agreement. However, if Nigeria or persons under its jurisdiction incur extraordinary expenses as a result of a specific request by the Agency, the Agency shall reimburse such expenses

provided that it has agreed in advance to do so. In any case the Agency shall bear the cost of any additional measuring or sampling which inspectors may request.

Article 16

THIRD PARTY LIABILITY FOR NUCLEAR DAMAGE

Nigeria shall ensure that any protection against third party liability in respect of nuclear damage, including any insurance or other financial security, which may be available under its laws or regulations, shall apply to the Agency and its officials for the purpose of the implementation of this Agreement, in the same way as that protection applies to nationals of Nigeria.

Article 17

INTERNATIONAL RESPONSIBILITY

Any claim by Nigeria against the Agency or by the Agency against Nigeria in respect of any damage resulting from the implementation of safeguards under this Agreement, other than damage arising out of a nuclear incident, shall be settled in accordance with international law.

Article 18

MEASURES IN RELATION TO VERIFICATION OF NON-DIVERSION

If the Board, upon report of the Director General, decides that an action by Nigeria is essential and urgent in order to ensure verification that nuclear material subject to safeguards under this Agreement is not diverted to nuclear weapons or other nuclear explosive devices, the Board may call upon Nigeria to take the required action without delay, irrespective of whether procedures have been invoked pursuant to article 22 of this Agreement for the settlement of a dispute.

Article 19

If the Board, upon examination of relevant information reported to it by the Director General, finds that the Agency is not able to verify that there has been no diversion of nuclear material required to be safeguarded under this Agreement to nuclear weapons or other nuclear explosive devices, it may make the reports provided for in paragraph C of article XII of the Statute of the Agency (hereinafter referred to as "the Statute") and may also take, where applicable, the other measures provided for in that paragraph. In taking such action the Board shall take account of the degree of assurance provided by the safeguards measures that have been applied and shall afford Nigeria every reasonable opportunity to furnish the Board with any necessary reassurance.

Article 20

INTERPRETATION AND APPLICATION OF THE AGREEMENT AND SETTLEMENT OF DISPUTES

Nigeria and the Agency shall, at the request of either, consult about any questions arising out of the interpretation or application of this Agreement.

Article 21

Nigeria shall have the right to request that any question arising out of the interpretation or application of this Agreement be considered by the Board. The Board shall invite Nigeria to participate in the discussion of any such question by the Board.

Article 22

Any dispute arising out of the interpretation or application of this Agreement, except a dispute with regard to a finding by the Board under article 19 or an action taken by the Board pursuant to such a finding, which is not settled by negotiation or another procedure agreed to by Nigeria and the Agency shall, at the request of either, be submitted to an arbitral tribunal composed as follows: Nigeria and the Agency shall each designate one arbitrator, and the two arbitrators so designated shall elect a third, who shall be the Chairman. If, within thirty days of the request for arbitration, either Nigeria or the Agency has not designated an arbitrator, either Nigeria or the Agency may request the President of the International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected. A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall require the concurrence of two arbitrators. The arbitral procedure shall be fixed by the tribunal. The decisions of the tribunal shall be binding on Nigeria and the Agency.

* * *

The International Atomic Energy Agency also concluded similar agreements with the Governments of China and India.

3. INTERNATIONAL LABOUR ORGANIZATION

Agreement between the International Labour Organization and the Government of Sri Lanka concerning the establishment of an office of the Organization in Colombo. Signed at Colombo on 21 March 1988²⁰

Whereas the International Labour Organization has decided to establish an office of the International Labour Organization in Colombo;

Whereas the Government of the Democratic Socialist Republic of Sri Lanka has informed the International Labour Organization of its readiness to grant the necessary facilities to that office;

The International Labour Organization and the Government of the Democratic Socialist Republic of Sri Lanka have agreed as follows:

Article 1

The Government will afford every assistance within its powers in securing the necessary facilities for the establishment of the office of the International Labour Organization in Colombo.

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 Organization, to the office of the International Labour Organization in Colombo, to the staff of such office as well as to any persons mentioned in the Convention or in its above-mentioned Annex, whenever they go on official business to the Democratic Socialist Republic of Sri Lanka.

2. The Government will grant to the office of the International Labour Organization in Colombo, and to all persons referred to in paragraph 1 above, privileges and immunities not less favourable than those granted to any other intergovernmental organization and its staff in the Democratic Socialist Republic of Sri Lanka.

Article 3

The Government will facilitate the entry into, sojourn in, and departure from the Democratic Socialist Republic of Sri Lanka of all persons having official business with the office of the International Labour Organization.

Article 4

The Government shall endeavour to afford to the International Labour Organization every assistance within its power in securing appropriate office accommodation, and in securing and providing free of charge necessary utilities and services in accordance with its practice with respect to other agencies of the United Nations with representation in Sri Lanka.

...

4. UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

Exchange of letters constituting an agreement between the United Nations (United Nations Educational, Scientific and Cultural Organization) and the Government of France relating to measures to facilitate the use by the Organization of the services of French civil servants within the framework of the provisions of the French civil service rules concerning mobility. Paris, 28 November 1988²¹

I

LETTER FROM THE PERMANENT DELEGATION OF FRANCE TO THE UNITED NATIONS
EDUCATIONAL, SCIENTIFIC AND CULTURAL ORGANIZATION

28 November 1988

Subsequent to the talks between representatives of the French Government and your Organization concerning secondment to UNESCO, under the provisions on mobility, of civil servants recruited from the Ecole Nationale d'Administration or the equivalent, I have the honour, on instructions from my Government, to propose the following measures:

Article 1

UNESCO is prepared to accept on secondment civil servants recruited from the Ecole Nationale d'Administration or the equivalent, referred to hereinafter as "professional officers", under the provisions on mobility.

Article 2

The professional officers shall not have the status of UNESCO officials. Nevertheless, in addition to their obligations under this Agreement, they shall comply with the general provisions of the Staff Regulations and Staff Rules as specified in their letter of appointment.

Article 3

Each year, in due time and as appropriate, UNESCO shall, through the Permanent Delegation of France to UNESCO, inform the French Government of the assignment of professional officers and the nature of the functions entrusted to them.

Article 4

The French Government shall propose qualified professional officers to the Organization through the Permanent Delegation of France to UNESCO. The final choice of the professional officers to be accepted shall be made by the Director-General.

Article 5

The professional officers shall be appointed by the Director-General of UNESCO once the chief medical officer of the Organization has certified that they meet the medical standards in force.

Article 6

The normal period of secondment shall be two years. It may be shortened by mutual agreement between the Director-General and the French authorities. Should a professional officer commit a serious breach of his obligations, the Director-General shall request the French authorities to terminate his secondment.

Article 7

UNESCO shall not meet any expenses connected with the secondment of professional officers, other than those mentioned in paragraph 8 below. Salaries, allowances, compensation and reimbursement for expenses of any kind shall be paid to them directly by the French authorities. The said authorities

shall meet, as appropriate, the living, transportation and moving expenses incurred at the time of their secondment and of its termination, as well as those incurred for any home leave or home travel provided for at the time of secondment.

Article 8

UNESCO shall meet the costs (including insurance costs) occasioned by any missions it may assign to the professional officers during the period of their secondment. Where appropriate, UNESCO shall also pay compensation for the specific obligations incurred by the professional officers in the performance of their functions. The amount of such compensation shall be established by mutual agreement between UNESCO and the French authorities and specified in the letter of appointment of the professional officer.

Article 9

UNESCO shall not provide the professional officers with insurance coverage for old age, illness, accidents or occupational accidents. It shall be the responsibility of the French authorities and, where appropriate, the professional officers themselves to provide for the appropriate insurance coverage.

Article 10

The professional officers shall be subject to the authority of the Director-General of UNESCO and shall be responsible to him in the exercise of their functions in the Secretariat.

Article 11

In performing the tasks assigned to them, the professional officers shall act in the sole interest of UNESCO, without seeking or accepting instruction from any Government or any authority outside the Organization.

Article 12

They shall be bound by professional discretion in all matters relating to the service and shall not communicate to any unauthorized person any document or information that has not been made public.

Article 13

They shall observe working hours and shall be subject to the rules concerning leave in force in the Secretariat.

Article 14

Upon expiry of the period of secondment, UNESCO shall submit a report to the competent authority of the French Republic through the Permanent Delegation of France to the Organization, stating the duration and nature of the functions of the professional officer and containing, where appropriate, an evaluation of his performance. If the professional officer himself must prepare a report for the French administration, he shall be required to submit it to the Director-General before it is transmitted to the said administration.

I should be grateful if you would inform me whether the foregoing provisions are acceptable to your Organization. If so, this letter and your reply shall constitute an agreement between the French Government and UNESCO on secondment to the latter, under the provisions on mobility, of civil servants recruited from the Ecole Nationale d'Administration or the equivalent.

Each Party shall notify the other of the completion of the formalities required for the entry into force of this Agreement. It shall enter into force on the date of the second of these notifications.

(Signed) Marie-Claude
CABANA Ambassador, Permanent delegate of France to UNESCO

II

LETTER FROM THE UNITED NATIONS EDUCATIONAL, SCIENTIFIC AND CULTURAL
ORGANIZATION TO THE AMBASSADOR, PERMANENT DELEGATE OF FRANCE

28 November 1988

I have the honour to acknowledge receipt of your letter of 28 November 1988, which reads as follows:

[See letter I]

I have the honour to confirm the agreement of UNESCO to the foregoing provisions.

(Signed) Michel de BONNERCOSE
Director-General, a.i.

5. UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

- (a) Agreement between the United Nations and the United Nations Industrial Development Organization for the transfer of assets. Signed at Vienna on 11 March 1988²²

The United Nations and the United Nations Industrial Development Organization,

In view of the conversion of the United Nations Industrial Development Organization (hereinafter UNIDO) from an organ of the United Nations into a specialized agency;

Desiring the above-mentioned conversion to take place smoothly and with minimum disruption in the activities of both organizations and in such a way

that the various projects of both organizations, as well as their respective contractual rights and obligations, are preserved and maintained;

Taking into account:

(a) Paragraphs 9 and 10 of General Assembly resolution 34/96 of 13 December 1979 on transitional arrangements relating to the establishment of UNIDO as a specialized agency, which reads as follows:

“The General Assembly

“9. Also authorizes the Secretary-General to transfer to the new agency the assets of the United Nations used by the existing United Nations Industrial Development Organization, in accordance with arrangements to be entered into between the Secretary-General, acting in consultation with the Advisory Committee on Administrative and Budgetary Questions, and the Director-General of the new agency;

“10. Further authorizes the Secretary-General to transfer to the new agency the assets of the United Nations Industrial Development Fund, provided that the agency agrees to use such assets in accordance with any undertakings by the United Nations towards the donors of those assets”;

(b) Paragraphs (a) and (b) of Decision GC.1/Dec.35 of the first General Conference of UNIDO adopted at its eighth plenary meeting, on 12 December 1985, which read as follows:

“The General Conference,

“(a) Requests the Director-General to take the necessary measures to effect transfer of assets from the United Nations to UNIDO;

“(b) Authorizes the Director-General to enter into appropriate arrangements with the Secretary-General of the United Nations and the Administrator of the United Nations Development Programme, in respect of transfer of assets.”

Recognizing that in the light of the above, appropriate administrative arrangements for the transfer of assets from the United Nations to UNIDO have been made;

Have concluded the following Agreement in order to confirm those arrangements:

A. Assets of the United Nations Industrial Development Fund

Article 1

The assets and liabilities of the United Nations Industrial Development Fund (hereinafter UNIDF), as reflected in the audited financial statements of UNIDF for the year ended 31 December 1985,²³ were transferred to UNIDO by the United Nations with the condition that UNIDO would use such assets in accordance with any undertakings by the United Nations towards the donors of those assets, bearing in mind the provisions concerning the management of UNIDF and the general procedures governing its operations as set forth in the

annexes to United Nations General Assembly resolutions 31/202 and 31/203, as well as in the specific annex for UNIDF to the Financial Regulations and Rules of the United Nations (ST/SGB/UNIDF/Financial Rules/4 (1982)). The record of the transfer of the assets and liabilities of UNIDF in accordance with this article is annexed to this Agreement as Schedule A.

B. Other Financial Assets

Article 2

(a) Assets, liabilities and fund balances relating to technical cooperation activities and to the Special Account for Programme Support costs, insofar as they relate to UNIDO, as shown as at 31 December 1985 in Statement XIV and Schedule 16.1 of the Audited Financial Statements of the United Nations for the Biennium 1984-1985,²⁴ were transferred to UNIDO in accordance with Schedule B annexed hereto. All other assets and liabilities maintained in Vienna and shown in volume I of the aforementioned Audited Financial Statements, including those relating to the General Fund of the United Nations, were, subject to subparagraph (b) below, retained by the United Nations.

(b) Financial assets, liabilities and fund balances relating to the Garage Administration and the Catering Service as at 31 December 1985 were transferred to UNIDO, in accordance with Schedule C. Assets, liabilities and fund balances relating to the Common Fund for Major Repairs and Replacements were transferred to UNIDO pursuant to the decision of the Joint Committee which administers the Common Fund, at its 10th session on 11 March 1986. The record of the transfer of such financial assets, liabilities and fund balances is annexed to this Agreement as Schedule D.

Article 3

Bank accounts held by UNIDO on behalf of the United Nations up to 31 December 1985 were transferred to UNIDO as from that date, in accordance with Schedule E annexed to the present Agreement, and their panels of signatories were amended accordingly. To the extent that any bank account so transferred to UNIDO comprised or contained an asset of a fund retained by the United Nations pursuant to article 2(a) of this Agreement, a cash settlement was made by UNIDO to the United Nations of the amount in the account, as it appeared in the books of account as at 31 December 1985. The detailed record of the cash settlements is annexed to this Agreement as Schedule F.

C. Equipment, furniture and supplies at the Vienna International Centre

Article 4

(a) Equipment, furniture and supplies at the Vienna International Centre which had been acquired by the United Nations for the use of UNIDO as an organ of the United Nations and for the United Nations units at Vienna, were divided by the parties on the basis of the inventory record existing on 31 December 1985 and

those assets up to then used by UNIDO were transferred to UNIDO. The record of the apportionment of equipment, furniture and supplies in accordance with the present Agreement is annexed as Schedule G to this Agreement.

(b) Equipment, furniture and supplies in stores as at 31 December 1985, as well as such items on order on that date and chargeable to the 1984-1985 United Nations Regular Budget funds, have been apportioned between the parties in accordance with administrative arrangements made between the parties. A record of such apportionment is included in Schedule G to this Agreement.

Article 5

Equipment, furniture and supplies transferred to UNIDO pursuant to article 4 above that were used by UNIDO by virtue of its responsibilities under the Memorandum of Understanding concerning common services at the Vienna International Centre (1977), for Buildings Management, Catering Service, Conference Services, Language Training and Garage Administration, shall be retransferred to the United Nations to the extent that responsibility for any of these services should ultimately be conferred upon the United Nations.

D. Equipment and supplies in the field

Article 6

(a) Unless otherwise agreed between the United Nations Development Programme (hereinafter UNDP) and UNIDO, pursuant to paragraph (c) below, title to equipment and supplies in the field, purchased prior to 1 January 1986 with funds of UNDP, as detailed in the relevant project inventories and outstanding transfer of title documents and annexes, if any, shall remain with the United Nations and be vested in UNDP.

(b) In order to avoid interruption in the provision of technical assistance, UNIDO continued to be charged with the management and control of all such equipment and supplies involved in such technical assistance administered by it.

(c) UNIDO and UNDP may conclude an appropriate administrative arrangement regarding management and control of such equipment and supplies.

Article 7

Title to equipment and supplies in the field, purchased prior to 1 January 1986 from trust funds administered and managed by UNIDO as an organ of the United Nations, from UNIDF or from the United Nations Regular Budget, as detailed in the relevant project inventories and outstanding transfer of title documents and annexes, if any, was transferred to UNIDO as of 1 January 1986.

Article 8

On completion of the projects financed from UNDP funds, UNIDF or technical cooperation trust funds administered by UNIDO as an organ of the United Nations, title to equipment has been or shall be transferred to the respective Governments receiving technical assistance, at the end of each project in accordance with the respective project document.

E. Rights and obligations under existing contracts

Article 9

(a) Subject to paragraph (b) below, the United Nations hereby transfers to UNIDO the rights and obligations arising from contracts concluded by UNIDO as an organ of the United Nations, for the purpose of acquiring equipment, supplies or services for implementation of technical assistance projects, or for supplier services, equipment or supplies at Vienna or for other official purposes.

(b) Where it is necessary to obtain the explicit consent of a third party to the transfer of rights and obligations arising from contracts concluded by UNIDO as an organ of the United Nations, the United Nations and UNIDO shall cooperate in facilitating the necessary arrangements.

(c) In all cases where UNIDO accepts contractual rights and obligations under existing contracts concluded by UNIDO as an organ of the United Nations, UNIDO shall hold harmless the United Nations for all actions, claims, requests and orders arising from future actions of UNIDO under such contracts; UNIDO shall defend all actions brought against the United Nations in respect of such contracts and shall indemnify the United Nations for any damages arising out of such contracts.

F. Headquarters premises

Article 10

The United Nations and UNIDO recognize that any transfer of part of the premises of the Vienna International Centre cannot be effected directly by an arrangement between the United Nations and UNIDO but requires one or more agreements between the Government of Austria, the United Nations, UNIDO and the International Atomic Energy Agency. Separate arrangements shall therefore be made in this regard.

G. General provisions

Article 11

The United Nations and UNIDO shall resolve all disputes arising out of this Agreement through negotiations.

- (b) Agreement between the United Nations Industrial Development Organization and the Government of India on basic terms and conditions governing the United Nations Industrial Development Organization projects envisaged by the interim programme for the International Centre for Genetic Engineering and Biotechnology. Signed at Vienna on 25 March 1988²⁵

...

Article III

PRIVILEGES AND IMMUNITIES

1. In respect of the project activities executed within the framework of the present agreement, the Government shall apply to UNIDO, including its organs, its property, funds, assets and its officials and experts on mission, the provisions of the Convention on the Privileges and Immunities of the United Nations or the Convention on the Privileges and Immunities of the Specialized Agencies, as applicable in accordance with article 21 of the Constitution of UNIDO.²⁶ In particular, the Government shall grant the same privileges, immunities and facilities to these project activities as it usually grants to technical assistance projects implemented by UNIDO in India as an executing agency of the United Nations Development Programme.

2. For this purpose:

(a) Representatives of States Members of the Preparatory Committee for the Establishment of the ICGEB and Observers from Non-Member States shall be assimilated to representatives of Members of UNIDO;

(b) Members of the Panel of Scientific Advisers to the Preparatory Committee shall be considered experts on mission for UNIDO;

(c) Consultants employed by UNIDO for the purpose of implementing the interim programme of the ICGEB shall be considered experts on mission for UNIDO;

(d) All papers and documents relating to the project in the possession or under the control of the persons referred to in subparagraphs (b) and (c) above shall be deemed to be documents belonging to UNIDO;

(e) Equipment, materials and supplies brought into, or purchased, or leased by those persons within the country for purposes of the project shall be deemed to be property of UNIDO. Such items shall nevertheless be subject to the quarantine and other health laws applicable in India to the imports of live materials such as seeds, propagule, plants, animals, embryos, eggs, micro-organisms, etc.

Article IV

FACILITIES FOR THE IMPLEMENTATION OF UNIDO ACTIVITIES

1. For the purpose of implementing the privileges and immunities referred to in article III, the Government shall, in particular, grant the following facilities:

(a) Prompt issuance without cost of necessary visas, licenses or permits;

(b) Access to the laboratories and premises, measuring approximately 12,000 sq. feet, of the ICGEB, of which 10,000 sq. feet at the National Institute of Immunology, and 2,000 sq. feet in halls 409 and 411 in the Life Sciences Block of Jawaharlal Nehru University, and all necessary rights of way, as described in the annexed chart;

(c) Free movement within or to or from the country to the extent necessary for proper execution of UNIDO activities subject to such laws and regulations concerning zones, entry into which is prohibited or regulated by the Government for reasons of national security;

(d) The existing legal rate of exchange;

(e) Any permits necessary for the importation of equipment, materials and supplies and for their subsequent exportation;

(f) Any permits necessary for importation of personal effects belonging to and intended for the personal use or consumption of officials of UNIDO, or experts on mission for UNIDO, within the first four months of taking up their posts in India and for the subsequent exportation of such personal effects;

(g) Prompt release from customs of the items mentioned in subparagraphs (e) and (f) above.

(2) (a) UNIDO shall apply in the laboratories at New Delhi, referred to in paragraph 1(b) above, all relevant safety standards applicable in India. UNIDO shall be bound by the environmental laws of India. Strict safety standards shall be applied to the research activities at the above mentioned laboratories. The safety standards shall conform to the regulations and guidelines applicable to national laboratories and other research institutions in India pertaining to the use of hazardous chemicals, handling and disposal of radioactive isotopes and any biohazard material arising from the use of recombinant DNA technology. In addition, the safety guidelines of the National Institute of Health (NIH) of the United States of America shall be strictly adhered to in the handling of plant, animal and human pathogens and in the conduct of recombinant DNA experiments. Compliance with the guidelines in force in India, in addition to those of the NIH, shall be supervised by a Standing Committee on Safety consisting of the Director of the interim programme, the Head of component, New Delhi, and three nominees of the Government. The chairmanship of the meetings of the Standing Committee shall be by rotation among the members. The day-to-day monitoring of the activities at the above mentioned laboratories shall be carried out by a qualified, full time Safety Officer. Records of all hazardous chemicals, biochemicals, biological materials and experiments covered under the recombinant DNA safety guidelines of the Government shall be maintained for frequent monitoring and inspection by appropriate authorities of UNIDO and of the Government.

(b) The Government, in accordance with its laws and regulations, shall be responsible for dealing with any actions, claims or other demands against UNIDO or its personnel arising out of personal injury or damage to property arising from activities in the laboratories and premises referred to in paragraph 1(b) above, except those normally covered by the applicable employment regulations and rules of UNIDO.

(c) Any such action, claim or other demand arising out of events attributable to *force majeure* shall exempt the Government and UNIDO from any obligation.

(d) The foregoing provisions in subparagraphs (b) and (c), above, shall not apply where the Government and UNIDO have agreed that a claim or liability arises from a violation of the safety standards and environmental laws appli-

cable in India, or from gross negligence or wilful misconduct of UNIDO officials or experts on mission for UNIDO.

Article V

PREMISES FOR LABORATORIES AT NEW DELHI

1. The projects for the interim programme will be executed by UNIDO in the premises of the National Institute of Immunology wing, and halls 409 and 411 in the Life Sciences Block of the Jawaharlal Nehru University, which is already available.

2. The Government will provide such premises free of charge. All costs of routine maintenance necessitated by normal wear and tear and all other running costs for the laboratories at New Delhi shall be paid by UNIDO drawing from funds made available through the Trust Fund.

(c) Agreement between the United Nations Industrial Development Organization and the Government of Italy on basic terms and conditions governing the United Nations Industrial Development Organization's project concerning the preparatory phase for the establishment of an International Centre for Science and High Technology. Signed at Vienna on 29 June 1988²⁷

Article III

PRIVILEGES AND IMMUNITIES

1. In respect of the project activities executed within the framework of the present agreement, the Government shall apply to UNIDO, including its organs, its property, funds, assets and its officials and experts on mission, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, which is applicable in accordance with article 21 of the Constitution of UNIDO.

2. For this purpose:

(a) Members of the Panel of Scientific Advisers to the project, as well as scientists participating in the committees, meetings, workshops, and similar events of the project, shall be considered experts on mission for UNIDO;

(b) Consultants employed by UNIDO, as well as trainees, shall, for the purpose of implementing the project, be considered experts on mission for UNIDO;

(c) All papers and documents relating to the project in the possession or under the control of the persons referred to in subparagraphs (a) and (b) above shall be deemed to be documents belonging to UNIDO;

(d) Equipment, materials and supplies brought into, or purchased, or leased by those persons within the country for purposes of the project shall be deemed to be property of UNIDO.

3. The level of privileges and immunities granted in accordance with the present agreement shall be understood to be subject to such adjustment as may

be required to take fully into account the general understanding concerning additional privileges and immunities to be reached between the appropriate Italian authorities and the Specialized Agencies of the United Nations having offices or projects in Italy. Any such adjustment shall be agreed to in a supplemental agreement to the present agreement.

Article IV

FACILITIES FOR THE IMPLEMENTATION OF UNIDO ACTIVITIES

For the purpose of implementing the privileges and immunities referred to in article III, the Government shall, in particular, grant the following facilities:

- (a) Prompt issuance without cost of necessary visas, licenses or permits;
- (b) Access to the premises of the International Centre for Theoretical Physics at Trieste and all necessary rights of way;
- (c) Free movement within or to or from the country to the extent necessary for proper execution of UNIDO activities;
- (d) The most favourable legal rate of exchange;
- (e) Any permits necessary for the importation of equipment, materials and supplies and for their subsequent exportation;
- (f) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of UNIDO, of experts on mission for UNIDO, and for the subsequent exportation of such property;
- (g) Prompt release from customs of the items mentioned in subparagraphs (e) and (f) above.

...

Article VI

SETTLEMENT OF DISPUTES

1. Any dispute between UNIDO and the Government arising from or related to the interpretation or application of the present agreement, that is not settled by negotiation, shall be dealt with in accordance with article IX of the Convention on the Privileges and Immunities of the Specialized Agencies.

- (d) Basic Cooperation Agreement between the United Nations Industrial Development Organization and the Government of Morocco. Signed at Vienna on 6 September 1988²⁸

Article X

PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNIDO, including its organs, its property, funds, assets and its officials, including the SIDFA and his staff in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations, except that if the Government has acceded in respect of

UNIDO to the Convention on the Privileges and Immunities of the Specialized Agencies, the Government shall apply the provisions of the latter Convention, including any Annex to that Convention applicable to UNIDO.

2. The SIDFA of UNIDO and his staff in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise of their official functions. In particular, the SIDFA shall enjoy the same privileges and immunities as the Government accords to diplomatic envoys in accordance with international law.

3. (a) Except as the Government and UNIDO may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than Government nationals employed locally, performing services on behalf of UNIDO, who are not covered by paragraphs 1 and 2 above, the same privileges and immunities as are granted to officials under Section 18 or 19, respectively, of the Conventions on the Privileges and Immunities of the United Nations or of the Specialized Agencies, as applicable.

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

- (i) All papers and documents relating to a project in the possession or under the control of the persons referred to in subparagraph 3(a) above shall be deemed to be documents belonging to UNIDO; and
- (ii) Equipment, materials and supplies brought into, or purchased, or leased by those persons within the country for purposes of a project shall be deemed to be the property of UNIDO.

4. The expression “persons performing services” as used in articles X, XI and XIV of this Agreement includes operational experts, volunteers, consultants and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations or firms which UNIDO may retain to implement or to assist in the implementation of UNIDO assistance to a project and their employees. Nothing in this Agreement shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees in any other instrument.

Article XI

FACILITIES FOR IMPLEMENTATION OF UNIDO ASSISTANCE

1. The Government shall take any measures which may be necessary to exempt UNIDO, its experts and other persons performing services on its 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 implementation of UNIDO assistance. It shall, in particular, grant them the following rights and facilities:

(a) Prompt clearance of experts and other persons performing services on behalf of UNIDO;

(b) Prompt issuance without cost of necessary visas, licenses or permits;

- (c) Access to the site of work and all necessary rights of way;
- (d) Free movement within or to or from the country to the extent necessary for proper execution of UNIDO assistance;
- (e) The most favourable legal rate of exchange;
- (f) Any permits necessary for the tax- and duty-free importation of equipment, materials and supplies, and for their subsequent tax- and duty-free exportation;
- (g) Any permits necessary for tax- and duty-free importation of property belonging to and intended for the personal use or consumption of officials of UNIDO, or of other persons performing services on its behalf, and for the subsequent tax- and duty-free exportation of such property; and
- (h) Prompt release from customs of the items mentioned in subparagraphs (f) and (g) above.

2. Assistance under this Agreement being provided for the benefit of the Government and people of His Majesty the King of Morocco, the Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims, which may be brought by third parties against UNIDO, its officials, or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Government and UNIDO have agreed that a claim or liability arises from the gross negligence or wilful misconduct of the above-mentioned individuals.

Article XII

SUSPENSION OR TERMINATION OF ASSISTANCE

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

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

Article XIII

SETTLEMENT OF DISPUTES

1. Any dispute between UNIDO and the Government arising out of or relating to the interpretation or application of this Agreement, which is not settled by negotiation or other agreed mode of settlement, shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman.

If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the parties as the final adjudication of the dispute.

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

* * *

The United Nations Industrial Development Organization also entered into a Basic Cooperation Agreement with the Government of the Niger.

(e) Agreement between the United Nations Industrial Development Organization and the Government of Cuba regarding the arrangements for the United Nations Industrial Development Organization's first interregional consultation on the food-processing industry, with emphasis on sugar-cane processing. Signed at Vienna on 20 September 1988²⁹

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities. The Government shall at its expense furnish, equip and maintain in good repair all these premises and facilities in a manner that UNIDO considers adequate for the effective conduct of the Consultation. Two conference rooms shall be equipped for reciprocal simultaneous interpretation between five languages and three languages, respectively, and shall have facilities for sound recording in the original and English language. The premises shall remain at the disposal of UNIDO throughout the duration of the Consultation and for such additional time before and after the Consultation as required by the secretariat, in consultation with the Government.

2. The Government shall provide, in a location convenient to the conference area: bank, post office, telephone and cable facilities, as well as appropriate eating facilities and a travel agency.

3. The Government shall bear the cost of all necessary utility services, including local telephone communications, of the secretariat of the Consultation and its communications by telex or telephone with UNIDO headquarters in Vienna when such communications are authorized by or on behalf of the Director-General of UNIDO.

4. The Government shall bear the cost of transport and insurance charges, from any established UNIDO office to the site of the Consultation and return, of all UNIDO equipment and supplies required for the adequate functioning of the Consultation. UNIDO shall determine the mode of shipment of such equipment and supplies.

Article IV

ACCOMMODATION

The Government shall ensure that adequate accommodation in hotels or residences is available at reasonable commercial rates for persons participating in or attending the Consultation.

...

Article VII

POLICE PROTECTION

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

Article VIII

LOCAL PERSONNEL

1. The Government shall appoint a Liaison Officer who shall be responsible, in consultation with UNIDO, for making and carrying out the administrative and personnel arrangements for the Consultation as required under this Agreement.

2. The Government shall recruit and provide an adequate number of clerks, personnel for the reproduction and distribution of documents, assistant conference officers, ushers, messengers, bilingual receptionists, telephone operators, cleaners and workmen, as required for the proper functioning of the Consultation. The exact requirements in this respect will be established by UNIDO in consultation with the Government.

Article IX

FINANCIAL ARRANGEMENTS

1. The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall in accordance with General Assembly resolution 40/243, section I, paragraph 5, bear the actual additional costs directly or indirectly involved in holding the Consultation in Cuba rather than at the established headquarters of UNIDO at Vienna. Such costs, which are provisionally estimated at approximately US \$70,000, shall include, but not be restricted to, the actual additional costs of travel and staff entitlements of the UNIDO officials assigned to plan for or attend the Consultation, as well as the costs of shipping any necessary equipment and supplies. Arrangements for the travel of UNIDO officials required to plan for or service the Consultation and for the shipment of any necessary equipment and supplies shall be made by the UNIDO secretariat in accordance with the Staff Regulations and Rules of UNIDO and its related administrative practices regarding travel standards, baggage allowances, subsistence payments and terminal expenses.

2. In accordance with the obligation referred to in paragraph one above, the Government shall, in particular, provide to UNIDO:

(a) Nineteen (19) air tickets, Vienna/Havana/Vienna, and hotel accommodation at Havana for nineteen (19) UNIDO officials;

(b) (i) Free hotel accommodation for nineteen (19) staff members from 22 September to 2 October 1988.

(ii) Fifty per cent of the per diem at UNIDO's official rates, in local currency — coupon A vouchers in pesos — upon arrival of the UNIDO officials in Havana, in accordance with a list approved by the Director-General of UNIDO. The coupon A vouchers cannot be converted into any other currency.

(iii) Fifty per cent of the terminal expenses at UNIDO's official rates, in United States dollars.

(c) The equivalent in pesos of US\$ 1,000 to cover hospitality expenses;

(d) All the services and physical facilities required for the Consultation, as well as the cost of shipping any necessary equipment and supplies.

Should any additional costs, as defined in paragraph one above, arise for UNIDO, UNIDO shall after the Consultation give the Government a detailed set of accounts showing the actual additional costs incurred by UNIDO and to be borne by the Government pursuant to paragraph one.

Article X

LIABILITY

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

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

(b) The employment for the Consultation of the personnel provided by the Government under article VIII;

(c) Any transportation provided by the Government for the Consultation.

2. The Government shall indemnify and hold harmless UNIDO and its officials in respect of any such action, claim or other demand.

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, to which the Government is a party, shall be applicable in respect of the Consultation. In particular, the participants referred to in article II, paragraph 1(a), above, shall enjoy the privileges and immunities provided under article IV of the Convention, the officials of UNIDO performing functions in connection with the Consultation referred to in article II, paragraph 2, above, shall enjoy the privileges and immunities provided under articles V and VII of the Convention and any experts on mission for UNIDO in connection with the Consultation shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

2. The representatives or observers referred to in article II, paragraph 1(b), above, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Consultation.

3. The personnel provided by the Government under article VIII, above, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity in connection with the Consultation.

4. Without prejudice to the preceding paragraphs of the present article, all persons performing functions in connection with the Consultation, including those referred to in article VIII and all those participating in the Consultation, shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the Consultation.

5. All persons referred to in article II shall have the right of entry into and exit from Cuba, and no impediment shall be imposed on their transit to and from the conference area. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted free of charge, as speedily as possible and not later than two weeks before the date of the opening of the Consultation, provided the application for the visa is made at least three weeks before the opening of the Consultation; if the application is made later, the visa shall be granted not later than three days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the Consultation are delivered at the airport or other specified points of entry to participants who were unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible, and in any case not later than three days before the closing of the Consultation.

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

7. All persons referred to in article II, above, shall have the right to take out of Cuba at the time of their departure, without any restriction, any unexpended portions of the funds they brought into Cuba in connection with the Consultation and to reconvert any such funds at the rate at which they had originally been converted.

8. The Government shall allow the temporary importation, tax- and duty-free, of all equipment, including technical equipment accompanying representatives of information media, and shall waive import duties and taxes on supplies necessary for the Consultation. It shall issue without delay any necessary import and export permits for this purpose.

Article XII

SETTLEMENT OF DISPUTES

Any dispute between UNIDO and the Government concerning the interpretation or application of this Agreement that is not settled by negotiation or other agreed mode of settlement shall be referred at the request of either party for final decision to a tribunal of three arbitrators, one to be named by the Director-General of UNIDO, one to be named by the Government and the third, who shall be the chairman, to be chosen by the first two; if either party fails to appoint an arbitrator within 60 days of the appointment by the other party, or if these two arbitrators shall fail to agree on the third arbitrator within 60 days of their appointment, the President of the International Court of Justice may make any necessary appointments at the request of either party. However, any such dispute that involves a question regulated by the Convention on the Privileges and Immunities of the United Nations shall be dealt with in accordance with section 30 of that Convention.

NOTES

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

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

³For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General* (United Nations publication, Sales No. E.89.V.6).

⁴Came into force on the date of signature.

⁵Came into force on the date of signature.

⁶Came into force on the date of signature.

⁷Came into force on 20 August 1988.

⁸Came into force on the date of signature.

⁹Came into force on the date of signature.

¹⁰Came into force on 14 January 1989.

¹¹Came into force on the date of signature.

¹²Came into force on 10 April 1989.

¹³Came into force on the date of signature.

¹⁴United Nations, *Treaty Series*, vol. 33, p. 261.

¹⁵The Convention is in force with respect 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.

¹⁶For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General* (United Nations publication, Sales No. E.89.V.6).

¹⁷Came into force on the date of signature.

¹⁸United Nations, *Treaty Series*, vol. 729, p. 161.

¹⁹INFCIRC/9/Rev.2; United Nations, *Treaty Series*, vol. 374, p. 147.

²⁰Came into force on 22 July 1988.

²¹Came into force on 22 February 1990.

²²Came into force on the date of signature.

²³See *Official Records of the General Assembly; Forty-first Session, Supplement No. 5I (A/41/5/Add.9)*.

²⁴See *Official Records of the General Assembly, Forty-first session, Supplement No. 5 (A/41/5)*, vol. I.

²⁵Came into force on the date of signature.

²⁶United Nations, *Treaty Series*, vol. 1401, p. 3.

²⁷Came into force on the date of signature.

²⁸Came into force on the date of signature.

²⁹Came into force on the date of signature.