

Extract from:

UNITED NATIONS JURIDICAL YEARBOOK

2002

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 INTERGOVERNMENTAL 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 State acceded to the Convention in 2002:²

<i>State</i>	<i>Date of receipt of instrument of accession</i>
South Africa	30 August 2002

This brought the number of States parties to the Convention as at 31 December 2002 to 146.³

2. AGREEMENTS RELATING TO INSTALLATIONS AND MEETINGS

- (a) Exchange of letters between the United Nations Office at Geneva and the Government of the United Kingdom constituting an agreement regarding arrangements for the Ninth Conference on Urban and Regional Research of the Economic Commission for Europe, to be held at Leeds from 9 to 12 June 2002. Signed at Geneva on 23 November 2001 and 9 January 2002⁴

23 November 2001

Sir,

I have the honour to give you below the text of arrangements between the United Nations and the Government of the United Kingdom (hereinafter referred to as "the Government") in connection with the Ninth Conference on Urban and Regional Research, of the Economic Commission for Europe, to be held, at the invitation of the Government, in Leeds, from 9 to 12 June 2002.

"Arrangements between the United Nations and the Government of the United Kingdom regarding the Ninth Conference on Urban and Regional Research of the Economic Commission for Europe, to be held in Leeds from 9 to 12 June 2002

"1. Participants in the Conference will be invited by the Executive Secretary of the United Nations Economic Commission for Europe in accordance with the rules of procedure of the Commission and its subsidiary organs.

"2. In accordance with United Nations General Assembly resolution 47/202, Part A, paragraph 17, adopted by the General Assembly on 22 December 1992, the Government will assume responsibility for any supplementary expenses arising directly or indirectly from the Conference, namely:

(a) To supply to the United Nations/Economic Commission for Europe staff member who is to be brought to Leeds, an air ticket, economy class, Geneva-London-Geneva, to be used on the airlines that cover this itinerary, and onward travel to Leeds;

(b) To supply vouchers for air freight and excess baggage for documents and records;

(c) To pay to the staff member, on arrival in the United Kingdom, according to United Nations rules and regulations, a subsistence allowance in local currency at the Organization's official daily rate applicable at the time of the Conference, together with terminal expenses of up to 120 United States dollars in convertible currency, provided that the traveller submits proof of having incurred such expenses.

"3. The Government will provide for the Conference adequate facilities including personnel resources, space and office supplies as described in the attached annex.

"4. Being a Conference convened by the United Nations, the Convention of 13 February 1946 on the Privileges and Immunities

of the United Nations, to which the United Kingdom is a party, will apply, as appropriate, to persons attending the Conference. In particular:

(a) The representatives of States Members of the United Nations will enjoy the privileges and immunities provided under article IV of the Convention. Officials of the United Nations performing functions in connection with the Conference will enjoy the privileges and immunities provided under articles V and VII of the Convention. Representatives of States not Members of the United Nations, invited by the Executive Secretary of the Economic Commission for Europe according to paragraph 1 of these arrangements who are designated by the Secretary-General as experts on mission for the United Nations, following consultations between the Government and the Executive Secretary of the Economic Commission for Europe, will enjoy the privileges and immunities provided under article VI of the Convention;

(b) Officials of the specialized agencies participating in the Conference will enjoy the privileges and immunities provided under article VI of the Convention;

(c) All participants and all persons performing functions in connection with the Conference will have the right of unimpeded entry into and exit from the United Kingdom. Visas and entry permits, where required, will be granted free of charge. Applications should be made at least four weeks before the opening of the Conference, in which case visas will be granted not later than two weeks before the opening of the Conference. If applications are made less than four weeks before the opening, visas will be granted as speedily as possible;

(d) The Government will allow temporary importation, tax-free and duty-free, of all articles for the official use of the secretariat. No articles imported under this exemption may be sold, hired or lent out or otherwise disposed of in the United Kingdom, except under conditions agreed with the Government.

“5. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to persons or damage to or loss of property in conference or office premises provided for the Conference; (ii) injury to persons or damage to or loss of property caused by, or incurred by using, the transport services that are provided by or under the control of the Government; and (iii) the employment for the Conference of personnel provided or arranged by the Government; and the Government will hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

“6. Any controversy or dispute arising out of these arrangements shall be settled by negotiation between the parties. Each party

shall give full and sympathetic consideration to any proposal advanced by the other with a view to settling amicably the controversy or dispute. In the event the parties fail to settle their dispute by negotiation, the parties should explore in good faith other means with a view to settling the controversy or dispute.”

I have the honour to propose that this letter and your affirmative answer will constitute an understanding between the United Nations and the Government of the United Kingdom which will come into effect on the date of your reply and will remain in operation for the duration of the Conference and for such additional period as is necessary for its preparation and winding up.

(Signed) Vladimir PETROVSKY
Director-General
United Nations Office at Geneva

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF THE UNITED KINGDOM TO THE UNITED NATIONS

9 January 2002

Sir,

1. Thank you for your letter of 23 November 2001, which set out the text of arrangements between the United Nations and the Government of the United Kingdom (the Government) regarding the Ninth Conference on Urban and Regional Research of the United Nations Economic Commission for Europe, to be held in Leeds from 9 to 12 June 2002. In response to your letter, the Government makes the following points:

“Arrangements between the United Nations and the Government of the United Kingdom regarding the Ninth Conference on Urban and Regional Research of the Economic Commission for Europe, to be held in Leeds from 9 to 12 June 2002

“The Government agrees to the arrangements as set out in the letter from the Director-General dated 23 November 2001. In particular, the Government confirms that:

- Adequate conference facilities and personnel, as described in paragraph 3 of the Director-General’s letter and the attached annex, will be provided;
- Responsibility for the supplementary expenses for the United Nations/Economic Commission for Europe staff member, set out in paragraph 2 of the Director-General’s letter, will be assumed by the Government;

- The Convention on the Privileges and Immunities of the United Nations of 1946 will apply to persons attending the conference, and in particular the points highlighted in paragraph 4 of the Director-General’s letter; and
- Responsibility for dealing with any action, claim or other demand against the United Nations as set out in paragraph 5 of the Director-General’s letter, and for settling any controversy or dispute through negotiation between the parties (paragraph 6 of the Director-General’s letter), will rest with the Government.”

2. The Government is looking forward to hosting this conference in Leeds next year. Good progress is being made in planning the event. A conference venue has been booked in Leeds and conference organizers have been appointed to manage the event on behalf of the Government. Your letter of 23 November 2001 and this reply constitute an understanding between the United Nations and the Government of the United Kingdom. This understanding comes into effect from the date of this letter and remains in operation for the duration of the conference and for such additional period as is necessary for its preparation and conclusion.

(Signed) Simon W. J. FULLER
Ambassador

- (b) Agreement between the United Nations and the Government of Mexico regarding the arrangements for the International Conference on Financing for Development, to be held at Monterrey, Mexico, from 18 to 22 March 2002. Signed at New York on 25 January 2002⁵

Whereas the General Assembly of the United Nations in its resolution 55/245 A of 21 March 2001, decided to convene an international conference on financing for development, to be held at the highest political level, including at the summit level (hereinafter referred to as “the Conference”) in 2002;

Whereas the General Assembly of the United Nations, in the same resolution, accepted with appreciation the offer of the Government of Mexico (hereinafter referred to as “the Government”) to act as host of the International Conference on Financing for Development and decided that the Conference would be held in Mexico;

Whereas in the same resolution the General Assembly welcomed the continuous and important progress made in consultations with major institutional stakeholders, in particular the World Bank, the International Monetary Fund and the World Trade Organization, with regard to their involvement in the process of financing for development;

Whereas the General Assembly, in its resolution 55/245 B of 25 July 2001, decided that the Conference would take place in Monterrey, capital of the State of Nuevo León, Mexico, from 18 to 22 March 2002;

Whereas the International Conference on Financing for Development has as its objectives mobilizing domestic financial resources for development; enhancing foreign direct investment and other private flows; enhancing trade for financing development; increasing international financial cooperation for development through the enhancement, inter alia, of official development assistance, and addressing systemic issues, including enhancing the coherence and consistency of the international monetary, financial and trading systems in support of development;

Whereas the General Assembly, in the same resolution, decided that the Conference shall include the participation of States Members of the United Nations and States members of the specialized agencies and observers in accordance with the established practice of the General Assembly, and further decided that the Conference shall also include the participation of all relevant stakeholders, including the business sector and civil society;

Whereas the General Assembly decided in section I, paragraph 5, of resolution 40/243 of 18 December 1985 and reaffirmed in section A, paragraph 17, of resolution 47/202 of 22 December 1992 that United Nations bodies might hold sessions away from their established headquarters when a Government issuing an invitation for a session to be held within its territory has agreed to defray the actual additional costs directly or indirectly involved, after consultation with the Secretary-General as to their nature and possible extent;

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

Article I

VENUE OF THE CONFERENCE

The Conference shall be held in Monterrey, Mexico, at the Cintermex Facility, from 18 to 22 March 2002.

Article II

PARTICIPATION IN THE CONFERENCE

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

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

(b) Representatives of organizations that have received a standing invitation from the General Assembly to participate as observers in the sessions and work of all international conferences convened under the auspices of the General Assembly, in accordance with Assembly resolutions 3237 (XXIX) of 22 November 1974 and 43/177 of 15 December 1988;

- (c) Representatives of the interested organs of the United Nations;
- (d) Representatives of the specialized and related agencies of the United Nations;
- (e) Representatives of the World Bank, the International Monetary Fund and the World Trade Organization;
- (f) Representatives from other relevant intergovernmental organizations;
- (g) Representatives from relevant non-governmental organizations accredited to the Conference;
- (h) Observers from relevant business sector organizations accredited to the Conference;
- (i) Officials of the United Nations;
- (j) Other persons invited by the Preparatory Committee for the Conference or by the Secretary-General of the United Nations.

2. The Secretary-General of the United Nations shall designate the officials of the United Nations assigned to attend the Conference for the purpose of servicing it.

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

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide, at its own expense, for as long as required for the Conference, the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities, as specified in annex III to this Agreement.⁶

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

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

4. The Government shall, at its own expense, furnish, equip and maintain such equipment as word processors and typewriters with key-boards in the languages needed, dictating, transcribing, reproduction and

such other equipment and office supplies as are necessary for the effective conduct of the Conference and/or use by the press representatives covering the Conference.

5. The Government shall install, at its own expense, within the Conference area, a registration desk, restaurant facilities, a bank, a post office, telephone, Internet and e-mail facilities, telefax and telex facilities, information and travel facilities, as well as a secretarial service centre, equipped in consultation with the United Nations, for the use of delegations to the Conference on a commercial basis.

6. The Government shall install, at its own expense, facilities for written press coverage, film coverage, radio and television broadcasting of the proceedings, to the extent required by the United Nations.

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

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

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

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

Article IV

MEDICAL FACILITIES

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

2. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital. The Government shall not be responsible for medical costs.

Article V

ACCOMMODATION

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

Article VI

TRANSPORT

1. The Government shall endeavour to ensure that adequate transportation by air is available at reasonable commercial rates for persons participating in or attending the Conference.

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

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

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

Article VII

POLICE PROTECTION

The Government shall furnish, at its own expense, such police protection as is required to ensure the effective functioning of the Conference in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision and control of a senior security officer provided by the Government, this officer shall work in close cooperation with a designated senior security official of the United Nations.

Article VIII

LOCAL PERSONNEL FOR THE CONFERENCE

1. The Government shall appoint an official who shall act as a liaison officer between the Government and the United Nations and shall be

responsible, in consultation with the Secretary-General of the Conference, for making the necessary arrangements for the Conference as required under this Agreement.

2. The Government shall engage and provide, at its own expense, the local personnel required in addition to the United Nations staff, as specified in annex V to this Agreement.

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

Article IX

FINANCIAL ARRANGEMENTS

1. The Government, in addition to the financial responsibility provided for elsewhere in this Agreement, shall bear the actual additional costs directly or indirectly involved in holding the Conference in Mexico rather than at established United Nations Headquarters (New York). Such additional costs, which are provisionally estimated at US\$ 1,304,234, shall include, but not be restricted to, the actual additional costs of travel and of staff entitlements of the United Nations officials assigned by the Secretary-General to undertake preparatory visits to Mexico and to attend the Conference, as well as the costs of shipment of equipment and supplies not available locally. Arrangements for such travel and shipment shall be made by the secretariat of the Conference in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices in regard to travel standards, baggage allowances, subsistence payments (per diem) and terminal expenses. The list of United Nations officials needed to service the Conference and the related travel costs are provided in annexes I and II.

2. The Government shall, no later than 15 February 2002, deposit with the United Nations the sum of US\$ 1,304,234 representing the total estimated costs referred to in paragraph 1 of this article.

3. If necessary, the Government shall make further advances as requested by the United Nations so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

4. The deposit referred to in paragraph 2 of this article shall be used only to pay the obligations of the United Nations in respect of the Conference.

5. After the conclusion of the Conference, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs paid by the United Nations and to be borne by the Government

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

Article X

LIABILITY

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

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

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

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

2. The Government shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand, unless such damage, injury or loss results from gross negligence or wilful misconduct attributable to the United Nations or any of its personnel.

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 Mexico is a party, shall be applicable, *mutatis mutandis*, in respect of the Conference; in particular, the representatives of States 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 the United Nations performing functions in connection with the Conference referred to in article II, paragraphs 1 (i) and 2 above, shall enjoy the privileges and immunities provided under articles V and VII of the Convention; and any experts on mission for the United Nations in con-

nection with the Conference shall enjoy the privileges and immunities provided under articles VI and VII of the Convention. The participants referred to in article II, paragraph 1 (b), (c), (f), (g) and (h) above, shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference.

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

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

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

5. All persons referred to in article II above shall have the right of entry into and exit from Mexico and no impediment shall be imposed on their transit to and from the Conference area. Visas and entry permits, where required, shall be granted as speedily as possible in accordance with government regulations and established United Nations practice.

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

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

Article XII

IMPORT DUTIES AND TAX

The Government shall allow the temporary importation, tax-free and duty-free, of all equipment, including technical equipment accompany-

ing representatives of information media, and shall waive import duties and taxes on supplies necessary for the Conference. It shall issue, without undue delay, to the United Nations any necessary import and export permits for this purpose. Any such equipment shall be re-exported after the conclusion of the Conference, unless alternative arrangements have been made with the agreement of the Government.

Article XIII

SETTLEMENT OF DISPUTES

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement 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 Secretary-General of the United Nations, 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 should 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.

Article XIV

FINAL PROVISIONS

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

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

SIGNED at New York this 25th day of January 2002 in Spanish and English, both texts being equally authentic.

For the United Nations:
[Signature]
Nitin DESAI
*Under-Secretary-General
for Economic and Social Affairs*

For the Government of Mexico:
[Signature]
Miguel HAKIM SIMON
*Under-Secretary for
Economic Relations and
International Cooperation
Ministry for Foreign Affairs*

(c) Agreement between the United Nations and the Government of Sierra Leone on the Establishment of a Special Court for Sierra Leone. Signed on 16 January 2002⁷

Whereas the Security Council, in its resolution 1315 (2000) of 14 August 2000, expressed deep concern at the very serious crimes committed within the territory of Sierra Leone against the people of Sierra Leone and United Nations and associated personnel and at the prevailing situation of impunity;

Whereas, in the said resolution, the Security Council requested the Secretary-General to negotiate an agreement with the Government of Sierra Leone to create an independent special court to prosecute persons who bear the greatest responsibility for the commission of serious violations of international humanitarian law and crimes committed under Sierra Leonean law;

Whereas the Secretary-General of the United Nations (hereinafter “the Secretary-General”) and the Government of Sierra Leone (hereinafter “the Government”) have held such negotiations for the establishment of a special court for Sierra Leone (hereinafter “the Special Court”);

Now, therefore, the United Nations and the Government of Sierra Leone have agreed as follows:

Article 1

ESTABLISHMENT OF THE SPECIAL COURT

1. There is hereby established the Special Court for Sierra Leone to prosecute persons who bear the greatest responsibility for serious violations of international humanitarian law and Sierra Leonean law committed in the territory of Sierra Leone since 30 November 1996.

2. The Special Court shall function in accordance with the Statute of the Special Court for Sierra Leone. The Statute is annexed to this Agreement and forms an integral part thereof.

Article 2

COMPOSITION OF THE SPECIAL COURT

AND APPOINTMENT OF JUDGES

1. The Special Court shall be composed of a Trial Chamber and an Appeals Chamber with a second Trial Chamber to be created if, after the passage of at least six months from the commencement of the functioning of the Special Court, the Secretary-General, the Prosecutor or the President of the Special Court so request. Up to two alternate judges shall similarly be appointed after six months if the President of the Special Court so determines.

2. The Chambers shall be composed of no fewer than eight independent judges and no more than eleven such judges who shall serve as follows:

(a) Three judges shall serve in the Trial Chamber where one shall be appointed by the Government of Sierra Leone and two judges appointed by the Secretary-General, upon nominations forwarded by States, and in particular the member States of the Economic Community of West African States and the Commonwealth, at the invitation of the Secretary-General;

(b) In the event of the creation of a second Trial Chamber, that Chamber shall be likewise composed in the manner contained in subparagraph (a) above;

(c) Five judges shall serve in the Appeals Chamber, of whom two shall be appointed by the Government of Sierra Leone and three judges shall be appointed by the Secretary-General upon nominations forwarded by States, and in particular the member States of the Economic Community of West African States and the Commonwealth, at the invitation of the Secretary-General.

3. The Government of Sierra Leone and the Secretary-General shall consult on the appointment of judges.

4. Judges shall be appointed for a three-year term and shall be eligible for reappointment.

5. If, at the request of the President of the Special Court, an alternate judge or judges have been appointed by the Government of Sierra Leone or the Secretary-General, the presiding judge of a Trial Chamber or the Appeals Chamber shall designate such an alternate judge to be present at each stage of the trial and to replace a judge if that judge is unable to continue sitting.

Article 3

APPOINTMENT OF A PROSECUTOR AND A DEPUTY PROSECUTOR

1. The Secretary-General, after consultation with the Government of Sierra Leone, shall appoint a Prosecutor for a three-year term. The Prosecutor shall be eligible for reappointment.

2. The Government of Sierra Leone, in consultation with the Secretary-General and the Prosecutor, shall appoint a Sierra Leonean Deputy Prosecutor to assist the Prosecutor in the conduct of the investigations and prosecutions.

3. The Prosecutor and the Deputy Prosecutor shall be of high moral character and possess the highest level of professional competence and extensive experience in the conduct of investigations and prosecutions of criminal cases. The Prosecutor and the Deputy Prosecutor shall be independent in the performance of their functions and shall not accept or seek instructions from any Government or any other source.

4. The Prosecutor shall be assisted by such Sierra Leonean and international staff as may be required to perform the functions assigned to him or her effectively and efficiently.

Article 4

APPOINTMENT OF A REGISTRAR

1. The Secretary-General, in consultation with the President of the Special Court, shall appoint a Registrar who shall be responsible for the servicing of the Chambers and the Office of the Prosecutor, and for the recruitment and administration of all support staff. He or she shall also administer the financial and staff resources of the Special Court.

2. The Registrar shall be a staff member of the United Nations. He or she shall serve a three-year term and shall be eligible for reappointment.

Article 5

PREMISES

The Government shall assist in the provision of premises for the Special Court and such utilities, facilities and other services as may be necessary for its operation.

Article 6

EXPENSES OF THE SPECIAL COURT

The expenses of the Court shall be borne by voluntary contributions from the international community. It is understood that the Secretary-General will commence the process of establishing the Court when he has sufficient contributions in hand to finance the establishment of the Court and 12 months of its operations plus pledges equal to the anticipated expenses of the following 24 months of the Court's operation. It is further understood that the Secretary-General will continue to seek contributions equal to the anticipated expenses of the Court beyond its first three years of operation. Should voluntary contributions be insufficient for the Court to implement its mandate, the Secretary-General and the Security Council shall explore alternate means of financing the Court.

Article 7

MANAGEMENT COMMITTEE

It is the understanding of the Parties that interested States may wish to establish a management committee to assist the Special Court in obtaining adequate funding, provide advice on matters of Court administration and be available as appropriate to consult on other non-judicial matters. The Management Committee will include representatives of interested States that contribute voluntarily to the Special Court, as well as representatives of the Government of Sierra Leone and the Secretary-General.

Article 8

INVIOIABILITY OF PREMISES, ARCHIVES AND ALL OTHER DOCUMENTS

The premises of the Special Court shall be inviolable. The competent authorities shall take whatever action may be necessary to ensure that the Special Court shall not be dispossessed of all or any part of the premises of the Court without its express consent.

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

The archives of the Court, and in general all documents and materials made available, belonging to or used by it, wherever located and by whomsoever held, shall be inviolable.

Article 9

FUNDS, ASSETS AND OTHER PROPERTY

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

2. Without being restricted by financial controls, regulations or moratoriums of any kind, the Special Court:

(a) May hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency;

(b) Shall be free to transfer its funds, gold or currency from one country to another, or within Sierra Leone, to the United Nations or any other agency.

Article 10

SEAT OF THE SPECIAL COURT

The Special Court shall have its seat in Sierra Leone. The Court may meet away from its seat if it considers it necessary for the efficient exercise of its functions, and may be relocated outside Sierra Leone, if circumstances so require, and subject to the conclusion of a Headquarters Agreement between the Secretary-General of the United Nations and the Government of Sierra Leone, on the one hand, and the Government of the alternative seat, on the other.

Article 11

JURIDICAL CAPACITY

The Special Court shall possess the juridical capacity necessary to:

- (a) Contract;
- (b) Acquire and dispose of movable and immovable property;
- (c) Institute legal proceedings;
- (d) Enter into agreements with States as may be necessary for the exercise of its functions and for the operation of the Court.

Article 12

PRIVILEGES AND IMMUNITIES OF THE JUDGES, THE PROSECUTOR AND THE REGISTRAR

1. The judges, the Prosecutor and the Registrar, together with their families forming part of their household, shall enjoy the privileges and immunities, exemptions and facilities accorded to diplomatic agents in accordance with the 1961 Vienna Convention on Diplomatic Relations. They shall, in particular, enjoy:

- (a) Personal inviolability, including immunity from arrest or detention;
- (b) Immunity from criminal, civil and administrative jurisdiction in conformity with the Vienna Convention;
- (c) Inviolability for all papers and documents;
- (d) Exemption, as appropriate, from immigration restrictions and other alien registrations;
- (e) The same immunities and facilities in respect of their personal baggage as are accorded to diplomatic agents by the Vienna Convention;
- (f) Exemption from taxation in Sierra Leone on their salaries, emoluments and allowances.

2. Privileges and immunities are accorded to the judges, the Prosecutor and the Registrar in the interest of the Special Court and not for the personal benefit of the individuals themselves. The right and the duty to waive the immunity, in any case where it can be waived without prejudice to the purpose for which it is accorded, shall lie with the Secretary-General, in consultation with the President.

Article 13

PRIVILEGES AND IMMUNITIES OF INTERNATIONAL AND SIERRA LEONEAN PERSONNEL

1. Sierra Leonean and international personnel of the Special Court shall be accorded:

(a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with the Special Court;

(b) Immunity from taxation on salaries, allowances and emoluments paid to them.

2. International personnel shall, in addition thereto, be accorded:

(a) Immunity from immigration restriction;

(b) The right to import free of duties and taxes, except for payment for services, their furniture and effects at the time of first taking up their official duties in Sierra Leone.

3. The privileges and immunities are granted to the officials of the Special Court in the interest of the Court and not for their personal benefit. The right and the duty to waive the immunity in any particular case where it can be waived without prejudice to the purpose for which it is accorded shall lie with the Registrar of the Court.

Article 14

COUNSEL

1. The Government shall ensure that the counsel of a suspect or an accused who has been admitted as such by the Special Court shall not be subjected to any measure which may affect the free and independent exercise of his or her functions.

2. In particular, the counsel shall be accorded:

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

(b) Inviolability of all documents relating to the exercise of his or her functions as a counsel of a suspect or accused;

(c) Immunity from criminal or civil jurisdiction in respect of words spoken or written and acts performed in his or her capacity as counsel. Such immunity shall continue to be accorded after termination of his or her functions as a counsel of a suspect or accused;

(d) Immunity from any immigration restrictions during his or her stay as well as during his or her journey to the Court and back.

Article 15

WITNESSES AND EXPERTS

Witnesses and experts appearing from outside Sierra Leone on a summons or a request of the judges or the Prosecutor shall not be prosecuted, detained or subjected to any restriction on their liberty by the Sierra Leonean authorities. They shall not be subjected to any measure which may

affect the free and independent exercise of their functions. The provisions of article 14, paragraph 2 (a) and (d), shall apply to them.

Article 16

SECURITY, SAFETY AND PROTECTION OF PERSONS REFERRED TO IN THIS AGREEMENT

Recognizing the responsibility of the Government under international law to ensure the security, safety and protection of persons referred to in this Agreement and its present incapacity to do so pending the restructuring and rebuilding of its security forces, it is agreed that the United Nations Mission in Sierra Leone shall provide the necessary security to premises and personnel of the Special Court, subject to an appropriate mandate by the Security Council and within its capabilities.

Article 17

COOPERATION WITH THE SPECIAL COURT

1. The Government shall cooperate with all organs of the Special Court at all stages of the proceedings. It shall, in particular, facilitate access to the Prosecutor to sites, persons and relevant documents required for the investigation.

2. The Government shall comply without undue delay with any request for assistance by the Special Court or an order issued by the Chambers, including, but not limited to:

- (a) Identification and location of persons;
- (b) Service of documents;
- (c) Arrest or detention of persons;
- (d) Transfer of an indictee to the Court.

Article 18

WORKING LANGUAGE

The official working language of the Special Court shall be English.

Article 19

PRACTICAL ARRANGEMENTS

1. With a view to achieving efficiency and cost-effectiveness in the operation of the Special Court, a phased-in approach shall be adopted for its establishment in accordance with the chronological order of the legal process.

2. In the first phase of the operation of the Special Court, judges, the Prosecutor and the Registrar will be appointed along with investigative and prosecutorial staff. The process of investigations and prosecutions of those already in custody shall be initiated.

3. In the initial phase, judges of the Trial Chamber and the Appeals Chamber shall be convened on an ad hoc basis for dealing with organizational matters, and serving, when required to perform their duties.

4. Judges of the Trial Chamber shall take permanent office shortly before the investigation process has been completed. Judges of the Appeals Chamber shall take permanent office when the first trial process has been completed.

Article 20

SETTLEMENT OF DISPUTES

Any dispute between the Parties concerning the interpretation or application of this Agreement shall be settled by negotiation, or by any other mutually agreed-upon mode of settlement.

Article 21

ENTRY INTO FORCE

The present Agreement shall enter into force on the day after both Parties have notified each other in writing that the legal requirements for entry into force have been complied with.

Article 22

AMENDMENT

This Agreement may be amended by written agreement between the Parties.

Article 23

TERMINATION

This Agreement shall be terminated by agreement of the Parties upon completion of the judicial activities of the Special Court.

IN WITNESS THEREOF, the following duly authorized representatives of the United Nations and of the Government of Sierra Leone have signed this Agreement.

DONE at Freetown, on 16 January 2002 in two originals in the English language.

For the United Nations:
[Signature]
Hans CORELL

For the Government of Sierra Leone:
[Signature]
Solomon E. BEREWA

Statute of the Special Court for Sierra Leone

Having been established by an Agreement between the United Nations and the Government of Sierra Leone pursuant to Security Council resolution 1315 (2000) of 14 August 2000, the Special Court for Sierra Leone (hereinafter “the Special Court”) shall function in accordance with the provisions of the present Statute.

Article 1

COMPETENCE OF THE SPECIAL COURT

1. The Special Court shall, except as provided in paragraph 2, have the power to prosecute persons who bear the greatest responsibility for serious violations of international humanitarian law and Sierra Leonean law committed in the territory of Sierra Leone since 30 November 1996, including those leaders who, in committing such crimes, have threatened the establishment of and implementation of the peace process in Sierra Leone.

2. Any transgressions by peacekeepers and related personnel present in Sierra Leone pursuant to the Status of Mission Agreement in force between the United Nations and the Government of Sierra Leone or agreements between Sierra Leone and other Governments or regional organizations, or, in the absence of such agreement, provided that the peacekeeping operations were undertaken with the consent of the Government of Sierra Leone, shall be within the primary jurisdiction of the sending State.

3. In the event the sending State is unwilling or unable genuinely to carry out an investigation or prosecution, the Court may, if authorized by the Security Council on the proposal of any State, exercise jurisdiction over such persons.

Article 2

CRIMES AGAINST HUMANITY

The Special Court shall have the power to prosecute persons who committed the following crimes as part of a widespread or systematic attack against any civilian population:

- (a) Murder;
- (b) Extermination;
- (c) Enslavement;
- (d) Deportation;
- (e) Imprisonment;
- (f) Torture;
- (g) Rape, sexual slavery, enforced prostitution, forced pregnancy and any other form of sexual violence;
- (h) Persecution on political, racial, ethnic or religious grounds;
- (i) Other inhumane acts.

Article 3

VIOLATIONS OF ARTICLE 3 COMMON TO THE GENEVA CONVENTIONS AND OF ADDITIONAL PROTOCOL II

The Special Court shall have the power to prosecute persons who committed or ordered the commission of serious violations of article 3 common to the Geneva Conventions of 12 August 1949 for the protection of war victims, and of Additional Protocol II thereto of 8 June 1977. These violations shall include:

- (a) Violence to the life, health, and physical or mental well-being of persons, in particular murder, as well as cruel treatment such as torture, mutilation or any form of corporal punishment;

- (b) Collective punishments;
- (c) Taking of hostages;
- (d) Acts of terrorism;
- (e) Outrages upon personal dignity, in particular humiliating and degrading treatment, rape, enforced prostitution and any form of indecent assault;
- (f) Pillage;
- (g) The passing of sentences and the carrying out of executions without previous judgement pronounced by a regularly constituted court, affording all the judicial guarantees which are recognized as indispensable by civilized peoples;
- (h) Threats to commit any of the foregoing acts.

Article 4

OTHER SERIOUS VIOLATIONS OF INTERNATIONAL HUMANITARIAN LAW

The Special Court shall have the power to prosecute persons who committed the following serious violations of international humanitarian law:

- (a) Intentionally directing attacks against the civilian population as such or against individual civilians not taking direct part in hostilities;
- (b) Intentionally directing attacks against personnel, installations, material, units or vehicles involved in a humanitarian assistance or peacekeeping mission in accordance with the Charter of the United Nations, as long as they are entitled to the protection given to civilians or civilian objects under the international law of armed conflict;
- (c) Conscripting or enlisting children under the age of 15 into armed forces or groups or using them to participate actively in hostilities.

Article 5

CRIMES UNDER SIERRA LEONEAN LAW

The Special Court shall have the power to prosecute persons who have committed the following crimes under Sierra Leonean law:

- (a) Offences relating to the abuse of girls under the Prevention of Cruelty to Children Act, 1926 (Cap. 31):
 - (i) Abusing a girl under 13 years of age, contrary to section 6;
 - (ii) Abusing a girl between 13 and 14 years of age, contrary to section 7;
 - (iii) Abduction of a girl for immoral purposes, contrary to section 12;
- (b) Offences relating to the wanton destruction of property under the Malicious Damage Act, 1861:
 - (i) Setting fire to dwelling-houses, any person being therein, contrary to section 2;
 - (ii) Setting fire to public buildings, contrary to sections 5 and 6;
 - (iii) Setting fire to other buildings, contrary to section 6.

Article 6

INDIVIDUAL CRIMINAL RESPONSIBILITY

1. A person who planned, instigated, ordered, committed or otherwise aided and abetted in the planning, preparation or execution of a crime referred to in articles 2 to 4 of the present Statute shall be individually responsible for the crime.

2. The official position of any accused persons, whether as Head of State or Government or as a responsible government official, shall not relieve such person of criminal responsibility nor mitigate punishment.

3. The fact that any of the acts referred to in articles 2 to 4 of the present Statute was committed by a subordinate does not relieve his or her superior of criminal

responsibility if he or she knew or had reason to know that the subordinate was about to commit such acts or had done so and the superior had failed to take the necessary and reasonable measures to prevent such acts or to punish the perpetrators thereof.

4. The fact that an accused person acted pursuant to an order of a Government or of a superior shall not relieve him or her of criminal responsibility, but may be considered in mitigation of punishment if the Special Court determines that justice so requires.

5. Individual criminal responsibility for the crimes referred to in article 5 shall be determined in accordance with the respective laws of Sierra Leone.

Article 7

JURISDICTION OVER PERSONS OF OVER 15 YEARS OF AGE

1. The Special Court shall have no jurisdiction over any person who was under the age of 15 at the time of the alleged commission of the crime. Should any person who was at the time of the alleged commission of the crime between 15 and 18 years of age come before the Court, he or she shall be treated with dignity and a sense of worth, taking into account his or her young age and the desirability of promoting his or her rehabilitation, reintegration into and assumption of a constructive role in society, and in accordance with international human rights standards, in particular the rights of the child.

2. In the disposition of a case against a juvenile offender, the Special Court shall order any of the following: care, guidance and supervision orders, community service orders, counselling, foster care, correctional, educational and vocational training programmes, approved schools and, as appropriate, any programmes of disarmament, demobilization and reintegration or programmes of child protection agencies.

Article 8

CONCURRENT JURISDICTION

1. The Special Court and the national courts of Sierra Leone shall have concurrent jurisdiction.

2. The Special Court shall have primacy over the national courts of Sierra Leone. At any stage of the procedure, the Special Court may formally request a national court to defer to its competence in accordance with the present Statute and the Rules of Procedure and Evidence.

Article 9

NON BIS IN IDEM

1. No person shall be tried before a national court of Sierra Leone for acts for which he or she has already been tried by the Special Court.

2. A person who has been tried by a national court for the acts referred to in articles 2 to 4 of the present Statute may be subsequently tried by the Special Court if:

(a) The act for which he or she was tried was characterized as an ordinary crime; or

(b) The national court proceedings were not impartial or independent, were designed to shield the accused from international criminal responsibility, or the case was not diligently prosecuted.

3. In considering the penalty to be imposed on a person convicted of a crime under the present Statute, the Special Court shall take into account the extent to which any penalty imposed by a national court on the same person for the same act has already been served.

Article 10

AMNESTY

An amnesty granted to any person falling within the jurisdiction of the Special Court in respect of the crimes referred to in articles 2 to 4 of the present Statute shall not be a bar to prosecution.

Article 11

ORGANIZATION OF THE SPECIAL COURT

The Special Court shall consist of the following organs:

- (a) The Chambers, comprising one or more Trial Chambers and an Appeals Chamber;
- (b) The Prosecutor; and
- (c) The Registry.

Article 12

COMPOSITION OF THE CHAMBERS

1. The Chambers shall be composed of not less than eight or more than 11 independent judges, who shall serve as follows:

(a) Three judges shall serve in the Trial Chamber, of whom one shall be a judge appointed by the Government of Sierra Leone, and two judges appointed by the Secretary-General of the United Nations (hereinafter “the Secretary-General”);

(b) Five judges shall serve in the Appeals Chamber, of whom two shall be judges appointed by the Government of Sierra Leone, and three judges appointed by the Secretary-General.

2. Each judge shall serve only in the Chamber to which he or she has been appointed.

3. The judges of the Appeals Chamber and the judges of the Trial Chamber, respectively, shall elect a presiding judge who shall conduct the proceedings in the Chamber to which he or she was elected. The presiding judge of the Appeals Chamber shall be the President of the Special Court.

4. If, at the request of the President of the Special Court, an alternate judge or judges have been appointed by the Government of Sierra Leone, or the Secretary-General, the presiding judge of a Trial Chamber or the Appeals Chamber shall designate such an alternate judge to be present at each stage of the trial and to replace a judge if that judge is unable to continue sitting.

Article 13

QUALIFICATION AND APPOINTMENT OF JUDGES

1. The judges shall be persons of high moral character, impartiality and integrity who possess the qualifications required in their respective countries for appointment to the highest judicial offices. They shall be independent in the performance of their functions, and shall not accept or seek instructions from any Government or any other source.

2. In the overall composition of the Chambers, due account shall be taken of the experience of the judges in international law, including international humanitarian law and human rights law, criminal law and juvenile justice.

3. The judges shall be appointed for a three-year period and shall be eligible for reappointment.

Article 14

RULES OF PROCEDURE AND EVIDENCE

1. The Rules of Procedure and Evidence of the International Criminal Tribunal for Rwanda obtaining at the time of the establishment of the Special Court shall be applicable *mutatis mutandis* to the conduct of the legal proceedings before the Special Court.

2. The judges of the Special Court as a whole may amend the Rules of Procedure and Evidence or adopt additional rules where the applicable Rules do not, or do not adequately, provide for a specific situation. In so doing, they may be guided, as appropriate, by the Criminal Procedure Act, 1965, of Sierra Leone.

Article 15

THE PROSECUTOR

1. The Prosecutor shall be responsible for the investigation and prosecution of persons who bear the greatest responsibility for serious violations of international humanitarian law and crimes under Sierra Leonean law committed in the territory of Sierra Leone since 30 November 1996. The Prosecutor shall act independently as a separate organ of the Special Court. He or she shall not seek or receive instructions from any Government or from any other source.

2. The Office of the Prosecutor shall have the power to question suspects, victims and witnesses, to collect evidence and to conduct on-site investigations. In carrying out these tasks, the Prosecutor shall, as appropriate, be assisted by the Sierra Leonean authorities concerned.

3. The Prosecutor shall be appointed by the Secretary-General for a three-year term and shall be eligible for reappointment. He or she shall be of high moral character and possess the highest level of professional competence, and have extensive experience in the conduct of investigations and prosecutions of criminal cases.

4. The Prosecutor shall be assisted by a Sierra Leonean Deputy Prosecutor, and by such other Sierra Leonean and international staff as may be required to perform the functions assigned to him or her effectively and efficiently. Given the nature of the crimes committed and the particular sensitivities of girls, young women and children victims of rape, sexual assault, abduction and slavery of all kinds, due consideration should be given in the appointment of staff to the employment of prosecutors and investigators experienced in gender-related crimes and juvenile justice.

5. In the prosecution of juvenile offenders, the Prosecutor shall ensure that the child-rehabilitation programme is not placed at risk and that, where appropriate, resort should be had to alternative truth and reconciliation mechanisms, to the extent of their availability.

Article 16

THE REGISTRY

1. The Registry shall be responsible for the administration and servicing of the Special Court.

2. The Registry shall consist of a Registrar and such other staff as may be required.

3. The Registrar shall be appointed by the Secretary-General after consultation with the President of the Special Court and shall be a staff member of the United Nations. He or she shall serve for a three-year term and be eligible for reappointment.

4. The Registrar shall set up a Victims and Witnesses Unit within the Registry. This Unit shall provide, in consultation with the Office of the Prosecutor, protective measures and security arrangements, counselling and other appropriate assistance for witnesses, victims who appear before the Court and others who are at risk on account of

testimony given by such witnesses. The Unit personnel shall include experts in trauma, including trauma related to crimes of sexual violence and violence against children.

Article 17

RIGHTS OF THE ACCUSED

1. All accused shall be equal before the Special Court.
2. The accused shall be entitled to a fair and public hearing, subject to measures ordered by the Special Court for the protection of victims and witnesses.
3. The accused shall be presumed innocent until proved guilty according to the provisions of the present Statute.
4. In the determination of any charge against the accused pursuant to the present Statute, he or she shall be entitled to the following minimum guarantees, in full equality:
 - (a) To be informed promptly and in detail in a language which he or she understands of the nature and cause of the charge against him or her;
 - (b) To have adequate time and facilities for the preparation of his or her defence and to communicate with counsel of his or her own choosing;
 - (c) To be tried without undue delay;
 - (d) To be tried in his or her presence, and to defend himself or herself in person or through legal assistance of his or her own choosing; to be informed, if he or she does not have legal assistance, of this right; and to have legal assistance assigned to him or her, in any case where the interests of justice so require, and without payment by him or her in any such case if he or she does not have sufficient means to pay for it;
 - (e) To examine, or have examined, the witnesses against him or her and to obtain the attendance and examination of witnesses on his or her behalf under the same conditions as witnesses against him or her;
 - (f) To have the free assistance of an interpreter if he or she cannot understand or speak the language used in the Special Court;
 - (g) Not to be compelled to testify against himself or herself or to confess guilt.

Article 18

JUDGEMENT

The judgement shall be rendered by a majority of the judges of the Trial Chamber or of the Appeals Chamber, and shall be delivered in public. It shall be accompanied by a reasoned opinion in writing, to which separate or dissenting opinions may be appended.

Article 19

PENALTIES

1. The Trial Chamber shall impose upon a convicted person, other than a juvenile offender, imprisonment for a specified number of years. In determining the terms of imprisonment, the Trial Chamber shall, as appropriate, have recourse to the practice regarding prison sentences in the International Criminal Tribunal for Rwanda and the national courts of Sierra Leone.
2. In imposing the sentences, the Trial Chamber should take into account such factors as the gravity of the offence and the individual circumstances of the convicted person.
3. In addition to imprisonment, the Trial Chamber may order the forfeiture of the property, proceeds and any assets acquired unlawfully or by criminal conduct, and their return to their rightful owner or to the State of Sierra Leone.

Article 20

APPELLATE PROCEEDINGS

1. The Appeals Chamber shall hear appeals from persons convicted by the Trial Chamber or from the Prosecutor on the following grounds:

- (a) A procedural error;
- (b) An error on a question of law invalidating the decision;
- (c) An error of fact which has occasioned a miscarriage of justice.

2. The Appeals Chamber may affirm, reverse or revise the decisions taken by the Trial Chamber.

3. The judges of the Appeals Chamber of the Special Court shall be guided by the decisions of the Appeals Chamber of the International Tribunals for the Former Yugoslavia and for Rwanda. In the interpretation and application of the laws of Sierra Leone, they shall be guided by the decisions of the Supreme Court of Sierra Leone.

Article 21

REVIEW PROCEEDINGS

1. Where a new fact has been discovered which was not known at the time of the proceedings before the Trial Chamber or the Appeals Chamber and which could have been a decisive factor in reaching the decision, the convicted person or the Prosecutor may submit an application for review of the judgement.

2. An application for review shall be submitted to the Appeals Chamber. The Appeals Chamber may reject the application if it considers it to be unfounded. If it determines that the application is meritorious, it may, as appropriate:

- (a) Reconvene the Trial Chamber;
- (b) Retain jurisdiction over the matter.

Article 22

ENFORCEMENT OF SENTENCES

1. Imprisonment shall be served in Sierra Leone. If circumstances so require, imprisonment may also be served in any of the States which have concluded with the International Criminal Tribunal for Rwanda or the International Criminal Tribunal for the Former Yugoslavia an agreement for the enforcement of sentences, and which have indicated to the Registrar of the Special Court their willingness to accept convicted persons. The Special Court may conclude similar agreements for the enforcement of sentences with other States.

2. Conditions of imprisonment, whether in Sierra Leone or in a third State, shall be governed by the law of the State of enforcement subject to the supervision of the Special Court. The State of enforcement shall be bound by the duration of the sentence, subject to article 23 of the present Statute.

Article 23

PARDON OR COMMUTATION OF SENTENCES

If, pursuant to the applicable law of the State in which the convicted person is imprisoned, he or she is eligible for pardon or commutation of sentence, the State concerned shall notify the Special Court accordingly. There shall only be pardon or commutation of sentence if the President of the Special Court, in consultation with the judges, so decides on the basis of the interests of justice and the general principles of law.

Article 24

WORKING LANGUAGE

The working language of the Special Court shall be in English.

The President of the Special Court shall submit an annual report on the operation and activities of the Court to the Secretary-General and to the Government of Sierra Leone.

- (d) Exchange of letters between the United Nations and the Government of Mexico constituting an agreement regarding arrangements for the International Colloquium on “Regional Government and Sustainable Development in Tourism-driven Economies”, to be held in Cancún, State of Quintana Roo, Mexico, from 20 to 22 February 2002. Signed at New York on 15 and 19 February 2002⁸

I

LETTER FROM THE UNITED NATIONS

15 February 2002

Excellency,

1. I have the honour to refer to the arrangements for the forthcoming International Colloquium on “Regional Governance and Sustainable Development in Tourism-driven Economies” which the United Nations, represented by the Division for Public Economics and Public Administration of the Department of Economic and Social Affairs (hereinafter “the United Nations”), is organizing in cooperation with the Government of Mexico, as represented by the Government of Quintana Roo (hereinafter referred to as “the Government”). The Colloquium will be held in Cancún, State of Quintana Roo, Mexico, from 20 to 22 February 2002.

2. Pursuant to General Assembly resolution 50/225 on public administration and development adopted in 1996 which, inter alia, requested strengthening of government capacity for policy development and administrative restructuring and encouraged, where appropriate, decentralization of public institutions and services, the Group of Experts on the United Nations Programme in Public Administration and Finance at its fifteenth meeting stressed, inter alia, the need to assist national Governments in adjusting their national economic governance systems (policies and institutions) in response to globalization. Moreover, in declaring the year 2002 as the International Year of Ecotourism, the Economic and Social Council stressed the need to promote tourism within the framework of sustainable development so as to meet the needs of host countries and regions while protecting and enhancing opportunities in the future. In this context, the Colloquium to be held in Cancún, while considering the interaction between globalization and economic policies, will help the participating countries to achieve a

strong multilayered system of governance, especially a satisfactory balance between a country's central Government and its subnational governments with regard to the fiscal, administrative and political spheres.

3. The objective of the Colloquium is to promote an exchange of experiences and ideas and to provide an opportunity for new thinking about decentralized development in regions that have tied their economy to the tourism industry. The Colloquium will provide leading international and local experts and practitioners coming from the public and private sectors from developing and developed countries the opportunity to understand policy issues related to the interaction of national and subnational governments in matters of economic development.

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

(a) Officials from Governments at the subnational and central levels from twelve developing countries;

(b) Six international experts;

(c) Five special invitees (representatives of local governments from regions that base their development on tourism);

(d) Representatives from international organizations (representatives of specialized agencies);

(e) Representatives from the private sector (transnational corporations and small and medium-size enterprises) and selected non-governmental organizations;

(f) Four officials from the United Nations Secretariat.

It is expected to have some fifty participants.

5. The United Nations will be responsible for:

(a) Planning and organizing the Colloquium and preparing the appropriate documentation in consultation with the Government;

(b) Selecting and sending invitations to all international participants;

(c) Establishing a website in English devoted to the Colloquium accessible through the portal of the United Nations Online Network in Public Administration and Finance;

(d) Editing and printing the Proceedings of the Colloquium in English;

(e) The cost of air transportation, 20 per cent of daily subsistence allowance and fees for three of the six international experts referred to under paragraph 4 (b) and one national consultant, as well as the cost of air transportation and the amount of 20 per cent of daily subsistence allowance for twenty-four participants (three experts, five special invitees,

twelve officials from Governments of developing countries and the four United Nations officials).

6. The Government will provide the following:

(a) Counterpart staff to assist in the planning and organization of the Colloquium;

(b) Conference rooms, meeting facilities, office space, and computer equipment and printers;

(c) Office supplies, stationery, and office and reproduction equipment;

(d) Communication equipment including telephone, fax and e-mail services for official use;

(e) Simultaneous interpretation services in English and Spanish;

(f) Board and lodging for fifty participants during the Colloquium;

(g) Establishing a website in Spanish devoted to the Colloquium;

(h) Selecting and sending invitations to all national participants;

(i) Transportation between the hotel and the colloquium facilities.

7. As the Colloquium is convened by the United Nations, the Convention on the Privileges and Immunities of the United Nations (“the Convention”), to which Mexico is a party, shall be applicable in respect of the Colloquium.

(a) The representatives of States participating in the Colloquium shall enjoy the privileges and immunities provided under article IV of the Convention. The participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations under article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Colloquium shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(b) The representatives of specialized or related agencies participating in or performing functions in connection with the Colloquium shall enjoy, *mutatis mutandis*, as appropriate, the privileges and immunities provided in the Convention;

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

(d) Personnel provided by the Government pursuant to this Agreement shall enjoy immunity from legal process in respect of words spoken

or written or any act performed by them in their official capacity in connection with the Colloquium;

(e) All participants and all persons performing functions in connection with the Colloquium shall have unimpeded right of entry into and exit from Mexico. The same right shall apply to their transit to and from the Colloquium area. Visas and entry permits, where required, 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 Colloquium are delivered at the airport of 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 Colloquium;

(f) The United Nations, its assets, income and other property shall be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the United Nations for its official use. It is understood, however, that articles imported under such exemption will not be sold in the country into which they were imported except under conditions agreed with the Government of that country.

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

(a) Injury to persons, or damage to or loss of property in conference or other premises provided for the Colloquium;

(b) Injury to persons, or damage to or loss of property caused by or incurred in using the transportation provided for by the Government;

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

Your Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand except when such injury or damage was caused by gross negligence or wilful misconduct of United Nations officials.

9. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or any other applicable agreement, shall, unless the parties otherwise agree, be submitted to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator, or if the first two arbitrators do not within three months of the appointment or nomination of the second of them appoint the chairman, then such arbitrator shall be nominated by the President of the International Court of

Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decision on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

10. I further propose that upon receipt of your confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of Mexico regarding the hosting of the International Colloquium on Regional Governance and Sustainable Development in Tourism-driven Economies, which shall enter into force on the date of your reply and shall remain in force for the duration of the Colloquium and for such additional periods as is necessary for the completion of its work and for the resolution of any matters arising out of the Agreement.

*(Signed) Nitin DESAI
Under-Secretary-General for
Economic and Social Affairs*

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF MEXICO TO THE UNITED NATIONS

New York, 19 February 2002

I have the pleasure to refer to your note DPEPA/02/412 dated 15 February 2002 with regard to the International Colloquium on Regional Governance and Sustainable Development in Tourism-driven Economies which will take place in Cancún, Quintana Roo, Mexico, from 20 to 22 February of the current year; the text of your note reads as follows:

[See letter I]

I am pleased to confirm that the terms of the above-mentioned text are acceptable to the Government of Mexico and that your note and my reply thereto constitute an Agreement between the Government of Mexico and the United Nations regarding the International Colloquium on Regional Governance and Sustainable Development in Tourism-driven Economies which will be held in Cancún, Quintana Roo, Mexico, from 20 to 22 February 2002.

*(Signed) Adolfo AGUILAR ZINSER
Permanent Representative of Mexico
to the United Nations*

- (e) Agreement between the United Nations and the Kingdom of Spain regarding the arrangements for the Second World Assembly on Ageing, to be held in Madrid, Spain, from 8 to 12 April 2002. Signed on 25 February 2002⁹

THE UNITED NATIONS SECOND WORLD ASSEMBLY
ON AGEING

Whereas the General Assembly of the United Nations in its resolution 54/262 of 25 May 2000 decided to convene the Second World Assembly on Ageing (hereinafter referred to as “the Assembly”) in 2002, on the occasion of the twentieth anniversary of the first World Assembly on Ageing held in Vienna;

Whereas the General Assembly of the United Nations, in the same resolution, accepted with appreciation the offer of the Kingdom of Spain (hereinafter referred to as “the Government”) to act as host of the Second World Assembly on Ageing and decided that the Assembly would be held in the Kingdom of Spain;

Whereas the Second World Assembly on Ageing has as its objectives the overall review of the outcome of the first World Assembly, as well as the adoption of a revised plan of action and a long-term strategy on ageing, encompassing its periodic reviews, in the context of a society of all ages;

Whereas the General Assembly of the United Nations decided in section I, paragraph 5, of resolution 40/243 of 18 December 1985 and reaffirmed in section A, paragraph 17, of resolution 47/202 of 22 December 1992 that United Nations bodies might hold sessions away from their established headquarters when a Government issuing an invitation for a session to be held within its territory has agreed to defray the actual additional costs directly or indirectly involved, after consultation with the Secretary-General as to their nature and possible extent;

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

Article I

PLACE AND DATE OF THE ASSEMBLY

The Assembly shall be held in Madrid, Kingdom of Spain, at the Municipal Palace of Congresses of Madrid, and its annexes, as necessary, from 8 to 12 April 2002.

Article II

PARTICIPATION IN THE SECOND WORLD ASSEMBLY ON AGEING

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

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

(b) Representatives of organizations that have received a standing invitation from the General Assembly to participate as observers in the sessions and work of all international conferences convened under the auspices of the General Assembly, in accordance with Assembly resolutions 3237 (XXIX) of 22 November 1974 and 43/177 of 15 December 1988;

(c) Representatives of the specialized and related agencies of the United Nations and other intergovernmental organs of the United Nations;

(d) Other interested intergovernmental organizations, to be represented as observers at the Assembly;

(e) Relevant non-governmental organizations in consultative status with the Economic and Social Council and other non-governmental organizations in the field of ageing, as well as research institutions and representatives of the private sector accredited to the Assembly in accordance with General Assembly resolution 48/108 of 20 December 1993, to be represented as observers at the Assembly;

(f) Other persons invited by the Government and the United Nations;

(g) Officials of the United Nations.

2. The Secretary-General of the United Nations and the Secretary-General of the Assembly shall designate the officials of the United Nations assigned to attend the Assembly for the purpose of servicing it.

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

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide at its own expense, for as long as required for the Assembly, the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities, as specified in the annex attached hereto.¹⁰

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

3. The Government shall, at its expense, furnish, equip and maintain in good repair all the aforesaid rooms and facilities in a manner the United Nations considers adequate for the effective conduct of the Assembly. The conference rooms shall be equipped for reciprocal simultaneous interpre-

tation in the six languages of the United Nations and shall have facilities for sound recordings in those languages, in accordance with the annex.

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

5. The Government shall install, at its own expense, within the Assembly area, a registration desk, restaurant facilities, a bank, a post office, a telephone, telefax and telex facilities, information and travel facilities, as well as a secretarial service centre, equipped in consultation with the United Nations, for the use of delegations to the Assembly on a commercial basis.

6. The Government shall install, at its own expense, facilities for written press coverage, film coverage, radio and television broadcasting of the proceedings, to the extent required by the United Nations.

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

8. The Government shall bear the cost of all necessary utility services, including local telephone communications, of the secretariat of the Assembly and its communications by telephone, telefax, telex and electronic communications system between the secretariat of the Assembly and United Nations offices when such communications are made or authorized by, or on behalf of, the Secretary-General of the Assembly, including official United Nations information cables between the Assembly site and United Nations Headquarters, and the various United Nations information centres.

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

10. Premises and facilities provided in accordance with this article may be made available, in an appropriate manner, to the observers from the non-governmental organizations referred to in article II, paragraph 1 (e) above for the conduct of their activities relating to their contribution to the Assembly.

Article IV

MEDICAL FACILITIES

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

2. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital.

Article V

ACCOMMODATION

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

Article VI

TRANSPORT

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

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

3. The Government, in consultation with the United Nations, shall provide at its expense an adequate number of cars with drivers for official use by the principal officers and the secretariat of the Assembly, as well as such other local transportation as is required by the secretariat in connection with the Assembly.

Article VII

POLICE PROTECTION

The Government shall furnish, at its own expense, such police protection as is required to ensure the effective functioning of the Assembly in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision and control of a senior security officer provided by the Government, this officer shall work in close cooperation with a designated senior official of the United Nations.

Article VIII

LOCAL PERSONNEL FOR THE ASSEMBLY

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

2. The Government shall engage and provide, at its own expense, the local personnel required in addition to the United Nations staff, as specified in the annex to this Agreement.

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

4. The Government shall arrange, at its own expense, at the request or on behalf of the Secretary-General of the Assembly, for adequate numbers of the local personnel referred to in paragraph 2 above to be available to maintain such night-time services as may be required in connection with the Assembly.

Article IX

FINANCIAL ARRANGEMENTS

1. The Government, in addition to the financial responsibility provided for elsewhere in this Agreement, shall bear the actual additional costs directly or indirectly involved in holding the Assembly in the Kingdom of Spain rather than at established United Nations Headquarters (New York). Such additional costs, which are provisionally estimated at US\$ 970,781, shall include, but not be restricted to, the actual additional costs of travel and of staff entitlements of the United Nations officials assigned by the Secretary-General to undertake preparatory visits to the Government and to attend the Assembly, as well as the costs of shipment of equipment and supplies not available locally. Arrangements for such travel and shipment shall be made by the secretariat of the Assembly in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices in regard to travel standards, subsistence payments (per diem) and terminal expenses. The list of United Nations officials needed to service the Assembly and the related travel costs are provided in the annex.

2. The Government shall, no later than 1 January 2002, deposit with the United Nations the sum of US\$ 970,781, representing the total estimated costs referred to in paragraph 1 of this article.

3. If necessary, the Government shall make further advances as requested by the United Nations so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

4. The deposit referred in paragraph 2 above shall be used only to pay the obligations of the United Nations in respect of the Assembly.

5. After the conclusion of the Assembly, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs paid by the United Nations and to be borne by the Government pursuant to paragraph 1 of this article. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the United Nations paid the cost. The United Nations, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of the deposit or advance referred to in paragraph 2 of this article within

one month of the receipt of the detailed accounts. Should the actual additional costs exceed the deposit, the Government will remit the outstanding balance within one month of the receipt of the detailed accounts. The final accounts will be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of accounts will be subject to any observations which may arise from the audit carried out by the United Nations Board of Auditors, whose determination shall be accepted as final by both the Government and the United Nations.

Article X

LIABILITY

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

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

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

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

2. The Government shall indemnify and hold harmless the United Nations 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 Kingdom of Spain is a party, shall be applicable in respect of the Assembly, in particular, the representatives of States 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 the United Nations performing functions in connection with the Assembly referred to in article II, paragraphs 1 (g) and 2 above shall enjoy the privileges and immunities provided under articles V and VII of the Convention; and any experts on mission for the United Nations in connection with the Assembly shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

2. The participants 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 Assembly. The observers referred to in article II, paragraph 1 (*d*), (*e*) and (*f*) above shall be accorded immunity from legal process in respect of words spoken and acts done in connection with the Assembly.

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

4. The representatives of the press and of other information media, referred in article II, paragraph 3 above, shall enjoy the facilities necessary for the independent exercise of their functions in connection with the Assembly.

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

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

7. All persons referred to in article II shall have the right of entry into and exit from the Kingdom of Spain and no impediment shall be imposed on their transit to and from the Assembly area. They shall be granted facilities for speedy travel. Visas and entry permits, where required, shall be granted to all those invited to the Assembly free of charge, as speedily as possible and no later than two weeks before the date of the opening of the Assembly. If the application for a visa is not made at least three weeks before the opening of the Assembly, the visa shall be granted when possible within three days of receipt of the application.

8. For the purpose of the application of the Convention on the Privileges and Immunities of the United Nations, the Assembly premises shall be deemed to constitute premises of the United Nations and access thereto shall be under the control and authority of the United Nations. The premises shall be inviolable for the duration of the Assembly, including the preparatory stage and the winding-up.

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

Article XII

IMPORT DUTIES AND TAX

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

Article XIII

SETTLEMENT OF DISPUTE

Any dispute between the Government and the United Nations 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 Secretary-General of the United Nations, 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 should 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.

Article XIV

FINAL PROVISIONS

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

This Agreement shall be applied provisionally from the date of signature, and shall enter into force on the date of receipt of the last of the notifications by which the Parties will have informed each other of the completion of their respective formal requirements.

SIGNED this 25th day of February 2002 in English and Spanish, both texts being equally authentic.

For the Kingdom of Spain:

[Signature]

Juan José LUCAS GIMÉNEZ

Minister of the Presidency

For the United Nations:

[Signature]

Nitin DESAI

*Under-Secretary-General for
Economic and Social Affairs*

- (f) Exchange of letters between the United Nations and the Government of the People's Republic of China constituting an agreement regarding a conference on disarmament, entitled "A Disarmament Agenda for the 21st Century", to be held in Beijing from 2 to 4 April 2002. Signed at New York on 11 and 22 March 2002¹¹

I

LETTER FROM THE UNITED NATIONS

11 March 2002

Excellency,

I have the honour to refer to the kind offer of your Government to co-operate with the United Nations in holding a conference on disarmament, entitled "A Disarmament Agenda for the 21st Century". The Conference is being organized by the Department for Disarmament Affairs and the Department of Arms Control of the Ministry of Foreign Affairs and will be held at the International Hotel in Beijing from 2 to 4 April 2002.

As agreed by the parties, some 42 participants, 36 from abroad and 5 to 6 from the host country, are to be invited. These participants will comprise senior-level policymakers from Governments as well as eminent academics, non-governmental organizations and private research groups in the field. Staff members from the Department for Disarmament Affairs will also attend in various capacities.

The United Nations will be responsible for costs related to the following:

- (a) Round-trip travel to Beijing and appropriate daily subsistence allowance for international participants and United Nations staff;
- (b) Communications (telephone and facsimile) and miscellaneous costs arising from the work of the United Nations Secretariat for the Conference;
- (c) Hospitality sponsored by the United Nations;
- (d) Materials and supplies related to the Conference, such as name-plates, ID cards and stationery.

The Government of the People's Republic of China will be responsible for the costs related to the following:

- (a) The provision of conference facilities and office space for United Nations substantive staff and an area for documentation and information services for the duration of the Conference. The staff offices shall be set up and available five days before the opening session;
- (b) Hotel accommodations and meals for international participants;

(c) All local transportation, including transportation from the airport to the hotel and vice versa, for all participants, as well as in conjunction with hospitality and the cultural programme sponsored by the Government;

(d) Simultaneous interpretation services (in English and Chinese) and equipment for the duration of the Conference;

(e) Office equipment, including two photocopy machines, two Pentium III personal computer workstations with English keyboards and Internet access and printers;

(f) Sound recording of all sessions of the Conference;

(g) Local staff, including assistants and technicians;

(h) Services of a photographer throughout the Conference and at the conclusion of the Conference provision to the Department for Disarmament Affairs of a representative selection of photographs as well as negatives.

With respect to the Conference, I wish to propose that the following terms shall apply:

(a) (i) The Convention on the Privileges and Immunities of the United Nations shall be applicable in respect of the Conference. 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 Conference shall be accorded the privileges and immunities provided under articles V and VII of the Convention;

(ii) 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 Conference shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Conference. Personnel provided by the Government pursuant to this Agreement shall enjoy the status necessary for the independent exercise of their functions in connection with the Conference;

(b) All participants and all persons performing functions in connection with the Conference shall have the right of unimpeded entry into and exit from the People's Republic of China. Visas and entry permits, where required, shall be granted as promptly as possible;

(c) It is further understood that your Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury or damage to person or property in conference or office premises provided for the Conference; (ii) the transportation provided by your Government; (iii) the employment for the Conference of personnel provided or arranged by your Government; and that (iv) your

Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or demand, except where such actions, claims or demands arise from the gross negligence or wilful misconduct of the United Nations or any of its personnel;

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

The arrangements mentioned above shall be valid for the duration of the Conference, including such time before and after the Conference as may be required for the necessary preparatory and concluding work relating to the Conference.

I further propose that, upon receipt of a letter expressing your Government's concurrence with the above, the present letter and your Government's reply shall constitute an Agreement between the United Nations and the Government of the People's Republic of China concerning the provision of host facilities by your Government for the Conference.

(Signed) Jayantha DHANAPALA
Under-Secretary-General for Disarmament Affairs

II

LETTER FROM THE PERMANENT MISSION OF THE PEOPLE'S REPUBLIC OF CHINA

22 March 2002

Excellency,

I have the honour to acknowledge the receipt of your letter dated 11 March 2002, which is read as follows:

[See letter I]

In reply, I have the honour, on behalf of the Government of the People's Republic of China, to confirm the above points.

(Signed) WANG Yingfan
Ambassador
Permanent Representative
of the People's Republic of China
to the United Nations

- (g) Exchange of letters between the United Nations and the Government of Mongolia constituting an agreement regarding a meeting entitled “Supportive Environment for Cooperatives—A Stakeholder Dialogue on Definitions, Prerequisites, and Process of Creation”, to be held in Ulaanbaatar, Mongolia, from 15 to 17 May 2002. Signed at New York on 1 and 11 April 2002¹²

I

LETTER FROM THE UNITED NATIONS

1 April 2002

Excellency,

I have the honour to refer to General Assembly resolutions 54/123 and 56/114, adopted at its fifty-fourth session in 1999 and at its fifty-sixth session in 2001, respectively, requesting the Secretary-General to create a supportive environment for the development of cooperatives, including through the organization of workshops and seminars at the national, sub-regional and regional levels.

Pursuant to the objectives of the programme, the United Nations, represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”), and the Government of Mongolia (hereinafter referred to as “the Government”), would like to hold a meeting on “Supportive Environment for Cooperatives—A Stakeholder Dialogue on Definitions, Prerequisites, and Process of Creation” (hereinafter referred to as “the Meeting”), with the assistance of the Committee for the Promotion and Advancement of Cooperatives (hereinafter referred to as “COPAC”), oriented towards providing support to Member States and national, regional and international cooperative organizations in their efforts to create a supportive cooperative environment and to promote an exchange of experience and best practices.

The Meeting, scheduled to be held in Ulaanbaatar, Mongolia, from 15 to 17 May 2002, will develop recommendations pertaining to the crea-

tion of a supportive environment for cooperatives which will be included in the report of the Secretary-General on cooperatives to the General Assembly at its fifty-eighth session. Papers presented at the Meeting would also be useful inputs in the preparation of the same report.

The Meeting will be attended by the following participants:

(a) Eight to ten participants with specialized expertise in cooperative development;

(b) Two to five participants from the specialized agencies;

(c) Four to eight participants from other relevant international and national cooperative organizations, and governmental, developmental and research institutions;

(d) Two staff members from the United Nations;

(e) Forty participants from the host country.

The total number of participants will be approximately sixty.

The Meeting will be conducted in English with simultaneous interpretation into Mongolian.

The United Nations, with the assistance of COPAC, will be responsible for:

(a) The planning and actual running of the Meeting and the preparation of the appropriate documentation;

(b) The preparation of the invitation to the participants (as well as selecting the participants) referred to above in paragraph 3 (a), (b) and (c);

(c) Travel costs and per diem for the participants referred to above in paragraph 4 (a) and (b);

(d) The cost of interpretation for the plenary session;

(e) Editing and reproduction of technical papers in English;

(f) The preparation and publication of the report of the Meeting.

The Government will be responsible for the following:

(a) The opening statements;

(b) Conference facilities;

(c) Administrative support personnel, including secretarial assistance for advance planning and conduct of the Meeting;

(d) Office supplies, computers, printing equipment, stationery, office and reproduction equipment, copying machines, and overhead and PowerPoint projector;

(e) Secretarial staff for the duration of the Meeting on a full-time basis;

(f) Telephone, fax (international) and e-mail services for official use by the organizers;

(g) Transport arrangements from hotel(s) to the conference facilities for the participants and the staff of the United Nations.

Travel and daily subsistence allowance for participants referred to in paragraph 4 (b), (c) and (e) will be the responsibility of their respective organizations.

As the Meeting will be convened by the United Nations, the appropriate United Nations terms shall apply:

(a) The Convention on the Privileges and Immunities of the United Nations (“the Convention”) and the Convention on the Privileges and Immunities of the Specialized Agencies, to both of which Mongolia is a party, shall be applicable in respect of the Meeting. In particular, any representatives of States and of intergovernmental organs invited by the United Nations to participate in the Meeting shall enjoy the privileges and immunities accorded by article IV of the Convention and all other participants invited by the United Nations shall enjoy the privileges and immunities accorded to experts performing missions for the United Nations under article VI of the Convention. Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Meeting 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;

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

(c) Personnel provided by the Government 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 Meeting;

(d) All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from Mongolia and no impediment shall be imposed on their transit to and from the Meeting area. Visas and entry permits, where required, 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 Meeting are delivered at the airport of arrival to those participants who were unable to obtain them prior to their arrival. When applications are made four weeks before

the opening of the Meeting, visas shall be granted no later than two weeks before the opening of the Meeting. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and no later than three days before the opening;

(e) The Government shall allow temporary importation, tax-free and duty-free, of all articles for the official use of the secretariat of the Meeting. No articles imported under this exemption may be sold, hired or lent out or otherwise disposed of in Mongolia, except under conditions agreed with the Government. It shall issue without delay to the United Nations any necessary import and export permits for this purpose.

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

(a) Injury to persons, or damage to or loss of property in conference or office premises provided for the Meeting;

(b) Injury to persons, or damage to or loss of property caused by or incurred in using the transportation provided by your Government;

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

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

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement, except for a dispute that is regulated by section 30 of the Convention or section 32 of the Convention on the Privileges and Immunities of the Specialized Agencies, shall be resolved by negotiation or any other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of either party for a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government, and the third, who shall be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the appointment by the other party having notified the name of its arbitrator, or if the first two arbitrators do not, within three months of the appointment or nomination of the second one of them, appoint the Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I further propose that, upon receipt of your Government's confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of Mongolia, which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and for all matters relating to any of its provisions to be settled.

(Signed) Nitin DESAI
Under-Secretary-General
Department of Economic and Social Affairs

EXPERT GROUP MEETING ON SUPPORTIVE ENVIRONMENT FOR COOPERATIVES—
A STAKEHOLDER DIALOGUE ON DEFINITIONS, PREREQUISITES, AND PROCESS
OF CREATION (ULAANBAATAR, MONGOLIA, 15-17 MAY 2002)

1. Reference is made to the arrangement between the United Nations and the Government of Mongolia to jointly organize an expert group meeting on “Supportive Environment for Cooperatives—A Stakeholder Dialogue on Definitions, Prerequisites, and Process of Creation” with the assistance of the Committee for the Promotion and Advancement of Cooperatives (COPAC). The Meeting is scheduled to be held in Ulaanbaatar, Mongolia, from 15 to 17 May 2002. Its aim is to provide support to Member States and national, regional and international cooperative organizations in their efforts to create a supportive cooperative environment and to promote an exchange of experience and best practice.

2. The Meeting will be attended by the following participants:

(a) Eight to ten participants with specialized expertise in cooperative development;

(b) Two to five participants from the specialized agencies and other parts of the United Nations system;

(c) Four to eight participants from other relevant international and national cooperative organizations, and governmental, developmental and research institutions;

(d) Two staff members from the United Nations Secretariat;

(e) Forty participants from the host country.

The total number of participants will be approximately sixty.

3. The Meeting will be conducted in English with simultaneous interpretation into Mongolian during the plenary session.

4. The Committee for the Promotion and Advancement of Cooperatives (COPAC) will provide:

(a) Assistance in the selection and/or invitation of the participants referred to above in paragraph 2 (a) and (c);

(b) Travel and per diem for its representatives participating in the Meeting;

(c) Travel and per diem for some of the participants referred to above in paragraph 2 (a);

(d) Cost of interpretation for the plenary session (not exceeding US\$ 1,000).

5. The cost of the expenditures referred to in paragraph 4 (c) and (d) is not to exceed US\$ 10,000.

6. The United Nations will be responsible for:

(a) The planning and actual running of the Meeting and the preparation of the appropriate documentation;

(b) The selection and/or invitation of the participants referred to in paragraph 2 (a), (b) and (c);

(c) Travel and per diem for those participants referred to in paragraph 2 (a) and not funded by COPAC. These participants will be determined by the United Nations;

(d) Travel and per diem for its representatives participating in the Meeting;

(e) Editing and reproduction of the technical papers in English, including the preparation and publication of the report of the Meeting, as covered by the programme budget for 2000-2001.

The total cost of the expenditures referred to in paragraph 6 (c) and (d) is not to exceed US\$ 30,000.

7. Travel and daily subsistence allowances for other participants referred to in paragraph 2 (b), (c) and (e) will be the responsibility of their respective organizations.

8. As the Meeting will be convened by the United Nations, the standard United Nations terms shall apply.

I further propose that upon receipt of confirmation by the United Nations in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Committee for the Promotion and Advancement of Cooperatives (COPAC) regarding the Meeting on Supportive Environment for Cooperatives, which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and completion of its work and for the resolution of any matters arising out of the Agreement.

For the United Nations:

[Signature]

Odile FRANK

Officer-in-Charge

Division for Social Policy and Development

Department of Economic and Social Affairs

For the Committee for the Promotion and Advancement of Cooperatives (COPAC):

[Signature]

María Elena CHÁVEZ-P.

Coordinator

Committee for the Advancement of Cooperatives (COPAC)

15 route des Morillons

1218 Grand Saconnex

Geneva, Switzerland

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF MONGOLIA

New York, 11 April 2002

Excellency,

Please accept the following as written confirmation of acceptance by the Government of Mongolia of the terms and conditions set out in your letter dated 1 April 2002 (Ref.: DESA/02/44). The contents of this letter, together with those contained in the above-mentioned correspondence of 1 April 2002, shall be construed to constitute an Agreement between the United Nations and the Government of Mongolia regarding the organization of the meeting on “Supportive Environment for Cooperatives—A Stakeholder Dialogue on Definitions, Prerequisites, and Process of Creation” to be held in Ulaanbaatar from 15 to 17 May 2002. It is my understanding that the Agreement shall enter into force as of today and remain in force in accordance with its terms.

(Signed) Jargalsaikhan ENKHTSAIKHAN
Ambassador

*Permanent Representative of Mongolia
to the United Nations*

- (h) Exchange of letters between the United Nations and the Government of Sweden constituting an agreement regarding the hosting of the meeting of the members of the Committee on the Elimination of Discrimination against Women, to be held in Lund, Sweden, from 22 to 24 April 2002. Signed at New York on 9 and 18 April 2002¹³

I

LETTER FROM THE UNITED NATIONS

9 April 2002

Excellency,

1. Further to the negotiations that have taken place in view of the signature of a host country agreement in the form of an exchange of letters between your Government and the United Nations for the hosting of the meeting of the members of the Committee on the Elimination of Discrimination against Women to be held in Lund, Sweden, from 22 to 24 April 2002, I am pleased to forward an original of the letter that I signed on behalf of the United Nations.

2. The attached letter reflects the arrangements entered into between the United Nations Office of Legal Affairs and the Swedish Ministry of Foreign Affairs on 27 November 1987, relating to the model agreements

utilized by the United Nations for its seminars and workshops in Sweden. In this connection, I wish to recall that the United Nations will regard the persons officially invited by it as having the status of experts on mission within the meaning of article IV of the Convention on the Privileges and Immunities of the United Nations.

(Signed) Nitin DESAI
Under-Secretary-General
Department of Economic and Social Affairs

9 April 2002

Excellency,

1. I have the honour to refer to General Assembly resolution 56/229 of 24 December 2001, pursuant to which the General Assembly expressed its appreciation for the efforts made by the Committee on the Elimination of Discrimination against Women to improve the efficiency of its working methods and encouraged further efforts in that regard.

2. In this context, the United Nations, represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”), in cooperation with the Government of Sweden (hereinafter referred to as “the Government”), would like to convene a meeting of the members of the Committee on the Elimination of Discrimination against Women on, inter alia, working methods of the Committee (hereinafter referred to as “the Meeting”), from 22 to 24 April 2002, in Lund, Sweden.

3. The Meeting will be attended by the following participants:

(a) Twenty-three members of the Committee on the Elimination of Discrimination against Women;

(b) Five officials from the United Nations;

(c) Twelve participants from the host country.

The United Nations shall provide a list of the participants to the Government.

4. The total number of participants will be approximately forty.

5. The Meeting will be conducted in English and Spanish.

6. The United Nations will be responsible for:

(a) Travel and per diem of any United Nations officials not paid for by the Government;

(b) The selection of participants, in consultation with the Government;

(c) The preparation of a draft background paper in English, French and Spanish;

(d) The provision of substantive support before, during and after the Meeting;

(e) The preparation and issuance of the final report in English.

7. The Government will be responsible for:

(a) Costs of travel and per diem for the members of the Committee on the Elimination of Discrimination against Women, at least three of the

five officials of the United Nations, and for any costs of the participants from the host country;

(b) Meeting facilities;

(c) Administrative support personnel, including secretarial assistance for advance planning and conduct of the meeting;

(d) Office supplies, computers, printing equipment, stationery, office and reproduction equipment, and copying machines;

(e) Translation services;

(f) Telephone (international), fax (international) and e-mail services for official use by the United Nations;

(g) Secretarial staff for the duration of the Meeting on a full-time basis;

(h) Local transportation and other logistical and organizational services, including hotel and travel arrangements.

8. I wish to propose that the following standard United Nations terms and conditions shall apply to the Meeting:

(a) The Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly on 13 February 1946 (“the Convention”), to which Sweden is a party, shall be applicable in respect of the Meeting. Officials of the United Nations participating in or performing functions in connection with the Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

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

(c) Personnel provided by the Government pursuant to the 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 Meeting;

(d) All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from Sweden. Visas and entry/exit permits, where required, shall be granted free of charge. When applications are made four weeks before the opening of the Meeting, visas shall be granted no later than two weeks before the opening of the Meeting. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible and no later than three days before the opening. Arrangements shall also be made to ensure that the visas for the duration of the Meeting are delivered at the airport of arrival to those 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 Meeting.

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

- (a) Injury to persons or damage to or loss of property in the conference or office premises provided for the Meeting;
- (b) Injury to persons, or damage to or loss of property caused by or incurred in using the transportation provided or arranged by the Government;
- (c) The employment for the Meeting of personnel provided or arranged by the Government.

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

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

11. I further propose that, upon receipt of your confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of Sweden, which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and for the resolution of any matters arising out of the Agreement.

(Signed) Nitin DESAI
Under-Secretary-General
Department of Economic and Social Affairs

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF SWEDEN

New York, 18 April 2002

Dear Mr. Desai,

I have the honour to refer to your letter of 9 April 2002 in which you propose that the Government of Sweden and the United Nations shall enter into a host country agreement, which has been attached to your letter, in the form of an exchange of letters for the hosting of the meeting of the members of the Committee on the Elimination of Discrimination against Women to be held in Lund, Sweden, from 22 to 24 April 2002.

I have the honour to express my Government's acceptance of the above-mentioned Agreement. Thus, this affirmative reply and your letter constitute an Agreement between the Government of Sweden and the United Nations.

(Signed) Pierre SCHORI
Ambassador
Permanent Representative
Permanent Mission of Sweden to the United Nations

- (i) Agreement between the United Nations and the Government of the Federal Republic of Germany regarding the arrangements for the Eighth United Nations Conference on the Standardization of Geographical Names, to be held in Berlin from 26 August to 6 September 2002. Signed on 30 April 2002¹⁴

Whereas the Economic and Social Council of the United Nations by its decision 1998/221 of 7 May 1998 endorsed the recommendation that the Eighth United Nations Conference on the Standardization of Geographical Names (hereinafter referred to as "the Conference") be convened for eight working days in 2002;

Whereas the Economic and Social Council of the United Nations, in its decision 1999/9 of 26 July 1999, welcomed the generous offer of the Government of the Federal Republic of Germany (hereinafter referred to as "the Government") to act as host of the Eighth United Nations Conference on the Standardization of Geographical Names and decided that the Conference will be held in the Federal Republic of Germany;

Whereas the Economic and Social Council of the United Nations by its decision 2000/230 of 26 July 2000 endorsed the recommendation that the twenty-first session of the United Nations Group of Experts on Geographical Names (hereafter referred to as "the session") be convened for

two working days in Berlin in conjunction with the Eighth United Nations Conference on the Standardization of Geographical Names;

Whereas the Eighth United Nations Conference on the Standardization of Geographical Names will provide encouragement and guidance to those nations which have no national organization for the standardization and coordination of national geographical names and for the collection and dissemination of information concerning the technical procedures and systems used in the standardized transliteration of geographical names into the Roman and into other non-Roman scripts of other countries and produce national gazetteers and to establish procedures for the transliteration of national names into other scripts;

Whereas the General Assembly of the United Nations decided in section I, paragraph 5, of resolution 40/243 of 18 December 1985 and reaffirmed in section A, paragraph 17, of resolution 47/202 of 22 December 1992 that United Nations bodies might hold sessions away from their established headquarters when a Government issuing an invitation for a session to be held within its territory has agreed to defray the actual additional costs directly or indirectly involved, after consultation with the Secretary-General as to their nature and possible extent;

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

Article I

PLACE AND DATE OF THE CONFERENCE

The Conference shall be held in Berlin, in the Federal Republic of Germany, at the Conference Facility in the Ministry of Foreign Affairs, from 26 August to 6 September 2002.

Article II

PARTICIPATION IN THE EIGHTH UNITED NATIONS CONFERENCE ON THE STANDARDIZATION OF GEOGRAPHICAL NAMES

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

(a) Representatives of all States Members of the United Nations or of any of the specialized agencies or of the International Atomic Energy Agency;

(b) Representatives of organizations that have received a standing invitation from the General Assembly to participate as observers in the sessions and work of all international conferences convened under the auspices of the General Assembly, in accordance with Assembly resolutions 1237 (XXIX) of 22 November 1974 and 43/177 of 15 December 1988;

(c) Representatives of the specialized and related agencies of the United Nations;

(d) Representatives of intergovernmental organs of the United Nations and other interested intergovernmental organizations, to be represented as observers at the Conference;

(e) Representatives of relevant non-governmental organizations in consultative status with the Economic and Social Council and other non-governmental organizations in the field of cartography and geography, as well as research institutions and business sector entities and representatives of the private sector accredited to the Conference in accordance with Economic and Social Council resolution 1996/31 of 25 July 1996, to be represented as observers at the Conference;

(f) Officials of the United Nations.

2. The Secretary-General of the United Nations shall designate the officials of the United Nations assigned to attend the Conference for the purpose of servicing it.

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

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide at its own expense, for as long as required for the Conference, the necessary premises, including conference rooms for informal meetings, office space, working areas and other related facilities, as specified in the annex attached hereto.¹⁵

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

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

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

5. The Government shall ensure that there will be within walking distance from the Conference area a registration desk, restaurant facilities, a bank, a post office, telephone, and information and travel facilities, as well as a secretarial service centre, equipped in consultation with the United Nations, for the use of delegations to the Conference on a commercial basis.

6. The Government shall install, at its own expense, facilities for written press coverage, film coverage, radio and television broadcasting of the proceedings, to the extent required by the United Nations.

7. The Government shall bear the cost of all necessary utility services, including local telephone communications, of the secretariat of the Conference and its communications by telephone and electronic communications system between the secretariat of the Conference and the United Nations offices when such communications are made or authorized by, or on behalf of, the Secretary-General of the Conference, including official United Nations information cables between the Conference site and United Nations Headquarters, and the various United Nations information centres.

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

9. Premises and facilities provided in accordance with this article may be made available, in an appropriate manner, to the observers from the non-governmental organizations referred to in article II, paragraph 1 (e) above for the conduct of their activities relating to their contribution to the Conference.

Article IV

MEDICAL FACILITIES

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

2. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital.

Article V

ACCOMMODATION

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

Article VI

TRANSPORT

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

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

3. The Government, in consultation with the United Nations, shall provide at its expense an adequate number of cars with drivers for official use by the principal officers and the secretariat of the Conference, as well as such other local transportation as is required by the secretariat in connection with the Conference.

Article VII

POLICE PROTECTION

The Government shall furnish, at its own expense, such police protection as is required to ensure the effective functioning of the Conference in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision and control of a senior security officer provided by the Government, this officer shall work in close cooperation with a designated senior official of the United Nations.

Article VIII

LOCAL PERSONNEL FOR THE CONFERENCE

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

2. The Government shall engage and provide, at its own expense, the local personnel required in addition to the United Nations staff, as specified in the annex to this Agreement.

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

4. The Government shall arrange, at its own expense, at the request or on behalf of the Secretary-General of the Conference, for adequate numbers of the local personnel referred to in paragraph 2 above to be avail-

able to maintain such night-time services as may be required in connection with the Conference.

Article IX

FINANCIAL ARRANGEMENTS

1. The Government, in addition to the financial responsibility provided for elsewhere in this Agreement, shall bear the actual additional costs directly or indirectly involved in holding the Conference in Germany rather than at established United Nations Headquarters (New York). Such additional costs, which are provisionally estimated at US\$ 364,424 (three hundred sixty-four thousand four hundred twenty-four United States dollars), shall include, but not be restricted to, the actual additional costs of travel and of staff entitlements of the United Nations officials assigned by the Secretary-General to undertake preparatory visits to the Federal Republic of Germany and to attend the Conference, as well as the costs of shipment of equipment and supplies not available locally. Arrangements for such travel and shipment shall be made by the secretariat of the Conference in accordance with the Staff Regulations and Rules of the United Nations and its related administrative practices in regard to travel standards, baggage allowances, subsistence payments (per diem) and terminal expenses. The list of United Nations officials needed to service the Conference and the related travel costs are provided in the annex.

2. The Government shall, no later than 30 April 2002, deposit with the United Nations the sum of US\$ 364,424 (three hundred sixty-four thousand four hundred twenty-four United States dollars), representing the total estimated costs referred to in paragraph 1 of this article.

3. If necessary, the Government shall make further advances as requested by the United Nations so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

4. The deposit referred to in paragraph 2 above shall be used only to pay the obligations of the United Nations in respect of the Conference.

5. After the conclusion of the Conference, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs paid by the United Nations and to be borne by the Government pursuant to paragraph 1 of this article. These costs shall be expressed in United States dollars, using the United Nations official rate of exchange at the time the United Nations paid the cost. The United Nations, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of the deposit or advance referred to in paragraph 2 of this article within one month of the receipt of the detailed accounts. Should the actual additional costs exceed the deposit, the Government will remit the outstanding balance within one month of the receipt of the detailed accounts. The final

accounts will be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of accounts will be subject to any observations which may arise from the audit carried out by the United Nations Board of Auditors, whose determination shall be accepted as final by both the United Nations and the Government.

Article X

LIABILITY

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

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

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

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

2. The Government shall indemnify and hold harmless the United Nations 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 (hereafter referred to as “the Convention”), to which the Federal Republic of Germany is a party, shall be applicable in respect of the Conference; in particular, the representatives of States 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 the United Nations performing functions in connection with the Conference referred to in article II, paragraphs 1 (f) and 2 above, shall enjoy the privileges and immunities provided under articles V and VII of the Convention, and any experts on mission for the United Nations in connection with the Conference shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

2. The participants referred to in article II, paragraph 1 (b), (d) and (e) above, shall be granted immunity from legal process in respect of words spoken or written and any act performed by them in connection with their participation in the Conference. The United Nations will notify the Government of the names and status of these participants.

3. The privileges and immunities provided in the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947 or in the Agreement on the Privileges and Immunities of the Inter-

national Atomic Energy Agency of 1 July 1959 shall apply, as appropriate, to the representatives of the specialized or related agencies referred to in article II, paragraph 1 (c) above.

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

5. The personnel provided by the Government under article VIII above shall enjoy the status necessary for the independent exercise of their functions in connection with the Conference.

6. All persons referred to in article II shall have the right of entry into and exit from the Federal Republic of Germany 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 to all those invited to the Conference free of charge, as speedily as possible and no later than two weeks before the date of the opening of the Conference. If in exceptional cases the application of a visa is not made at least three weeks before the opening of the Conference, the visa shall be granted when possible within three days from receipt of the application.

7. For the purpose of the application of the Convention, the Conference premises shall be deemed to constitute premises of the United Nations and shall be inviolable for the duration of the Conference.

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

Article XII

IMPORT DUTIES AND TAX

The Government shall allow the temporary importation, tax-free and duty-free, of all equipment and goods, including technical equipment accompanying representatives of information media for their duties on condition that such equipment be re-exported; it shall waive import duties on goods and technical equipment intended for official use at the Conference. The Government shall issue the United Nations any necessary import and export permits for this purpose without undue delay.

Article XIII

SETTLEMENT OF DISPUTE

Any dispute between the United Nations and the Government concerning the interpretation or application of this Agreement that is not set-

tled 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 Secretary-General of the United Nations, 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 should 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 shall be dealt with in accordance with section 30 of that Convention.

Article XIV

FINAL PROVISIONS

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

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

SIGNED, this 30th day of April 2002, at New York, in English.

For the United Nations:

[Signature]

Nitin DESAI

*Under-Secretary-General for
Economic and Social Affairs*

For the Government:

[Signature]

Dr. Hanns Heinrich SCHUMACHER

*Chargé d'affaires a.i. of the
Federal Republic of Germany
to the United Nations*

(j) Exchange of letters between the Government of Malta and the United Nations extending the Agreement of 9 October 1987 establishing the International Institute on Ageing in Malta.¹⁶ Signed at New York on 3 and 30 April 2002

I

LETTER FROM THE GOVERNMENT OF MALTA

3 April 2002

I wish to refer to the exchange of notes dated 28 May 1997 and 26 November 1997 between the Government of Malta and the United Nations, relating to the extension from 1 January 1998 to 31 December 2002 of the Agreement signed between the Government of Malta and the United Nations on 9 October 1987 establishing the International Institute on Ageing in Malta.

With a view to continuing cooperation, and following intensive consultations carried out by the Permanent Representative of Malta to the

United Nations with the Department of Economic and Social Affairs, the Government of Malta would like to propose that the Agreement regarding the International Institute on Ageing be renewed for another period of five years starting 1 January 2003.

If it is agreeable, I propose that, upon receipt of your confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the Government of Malta and the United Nations extending for a five-year period starting on 1 January 2003 the Agreement signed on 9 October 1987, which shall enter into force on the date of receipt of your confirmation.

(Signed) Joe BORG
Minister of Foreign Affairs

II

LETTER FROM THE UNITED NATIONS

30 April 2002

Excellency,

I have the honour to refer to your letter dated 3 April 2002, which reads as follows:

[See letter I]

I have the honour to confirm that the contents of the above-mentioned letter are acceptable to me and therefore your letter and this reply will be regarded as constituting an Agreement extending, for a period of five years commencing 1 January 2003, the Agreement concluded on 9 October 1987 between the United Nations and Malta regarding the establishment in Malta of the International Institute on Ageing, as previously extended.

(Signed) Kofi A. ANNAN
Secretary-General

- (k) Agreement between the United Nations and the Government of Indonesia regarding arrangements for the Fourth Session of the Preparatory Committee for the World Summit on Sustainable Development. Signed at New York on 14 May 2002¹⁷

Whereas the General Assembly of the United Nations by its resolution 55/199 of 20 December 2000 decided to organize in 2002 the ten-year review of progress achieved in the implementation of the outcome of the United Nations Conference on Environment and Development at the summit level in order to reinvigorate the global commitment to sustainable development;

Whereas the General Assembly decided to call the summit the World Summit on Sustainable Development (hereinafter referred to as “the Summit”);

Whereas the General Assembly further decided that the review should focus on the identification of accomplishments and areas where further efforts were needed to implement Agenda 21 and other outcomes of the United Nations Conference on Environment and Development, and should focus on action-orientated decisions in areas where further efforts are needed to implement Agenda 21, address, within the framework of Agenda 21, new challenges and opportunities, and result in renewed political commitment and support for sustainable development, consistent, *inter alia*, with the principle of common but differentiated responsibilities;

Whereas the General Assembly further decided that the Summit, including its preparatory process, should ensure a balance between economic development, social development and environmental protection as these were interdependent and mutually reinforcing components of sustainable development;

Whereas the General Assembly further decided that the Commission on Sustainable Development acting as the Preparatory Committee for the Summit would hold its final, fourth session at the ministerial level in May 2002 in Indonesia (hereinafter referred to as “the Fourth Session”) and accepted with gratitude the generous offer of the Government of Indonesia to host it;

Whereas the General Assembly decided in section I, paragraph 5, of resolution 40/243 of 18 December 1985 and reaffirmed in section A, paragraph 17, of resolution 47/202 of 22 December 1992 that United Nations bodies and organs might hold sessions away from established headquarters when the Government issuing the invitation for a session to be held within its territory agrees to defray, after consultations with the Secretary-General of the United Nations as to their nature and possible extent, the additional cost directly or indirectly incurred;

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

Article I

PLACE AND DATE OF THE FOURTH SESSION OF THE PREPARATORY COMMITTEE

The Fourth Session shall be held in Bali, Indonesia, from 27 May to 7 June 2002. Pre-sessional consultations will be held from 24 to 26 April 2002.

Article II

PARTICIPATION IN THE FOURTH SESSION OF THE PREPARATORY COMMITTEE

1. Participation in the Fourth Session shall be open to the following:
 - (a) Representatives of States;

(b) Entities, intergovernmental organizations and other entities which have received a standing invitation from the General Assembly to participate in the sessions and work of all international conferences convened under the auspices of the United Nations;

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

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

(e) Observers from other relevant intergovernmental organizations;

(f) Observers from accredited non-governmental organizations and other major groups as identified in Agenda 21;

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

(h) Officials of the United Nations;

(i) Other persons invited by the United Nations.

2. The Secretary-General of the United Nations or the Secretary-General of the Summit shall designate the officials of the United Nations assigned to attend the Fourth Session for the purpose of servicing it.

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

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide at its own expense, for as long as required for the Fourth Session, the necessary premises, including conference rooms, delegates' and interpreters' lounges, suitable office space, storage areas and other related facilities and requirements (as specified in annex II).¹⁸

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

3. The Government shall, at its own expense, furnish, equip and maintain in good repair all the aforesaid rooms and facilities in a manner the United Nations considers adequate for the effective conduct of the Fourth Session. The conference rooms shall be equipped for reciprocal simultaneous interpretation in the six languages of the United Nations and shall have facilities for sound recordings in those languages. Each interpretation booth shall have the capacity to switch to all seven channels (the "floor"—i.e.

the speaker—plus each language channel). The Arabic and Chinese booths require a system whereby the interpreters can override either the English or French booth so that the Arabic and Chinese interpreters can work into those languages without physically moving to either booth.

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

5. The Government shall install, at its own expense, within the Fourth Session area, a registration desk, restaurant facilities, a bank, a post office, telephone, telefax, and telex facilities, information and travel facilities, as well as a secretarial service centre, equipped in consultations with the United Nations, for the use of delegations to the Fourth Session on a commercial basis.

6. The Government shall install, at its own expense, facilities for written press coverage, film coverage, radio and television broadcasting of the proceedings, to the extent required by the United Nations.

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

8. The Government shall bear the cost of all necessary utility services, including local telephone communications of the secretariat of the Fourth Session and its communications by telephone, telefax, telex and electronic communication system between the secretariat of the Fourth Session and the United Nations offices when such communications are made or authorized by, or on behalf of, the United Nations Secretary-General or the Secretary-General of the Summit, including official United Nations information cables between the site of the Fourth Session and United Nations Headquarters and the various United Nations information centres.

9. The Government shall bear the cost of the transport and insurance charges, from any established United Nations Office to the site of the Fourth Session and return, of all United Nations supplies and equipment required for the functioning of the Fourth Session. The United Nations shall determine the mode of shipment of such equipment and supplies.

10. Premises and facilities provided in accordance with this article may be made available, in an adequate manner, to the observers from the non-governmental organizations and other major groups referred to in article II, paragraph 1 (*f*) above, for the conduct of their activities relating to their contribution to the Fourth Session.

Article IV

MEDICAL FACILITIES

1. The Government, at its own expense, within the area of the Fourth Session shall provide medical facilities adequate for first aid in emergencies.
2. For serious emergencies, the Government shall ensure immediate transportation and admission to a hospital.

Article V

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 Fourth Session.

Article VI

TRANSPORT

1. The Government shall ensure the availability of adequate transportation for all participants at the Fourth Session and United Nations staff to and from the airport for three days before and two days after the Fourth Session as well as transportation to and from the principal hotels and the Session premises for the duration of the Fourth Session.
2. The Government, in consultation with the United Nations, shall provide at its expense an adequate number of cars with drivers for official use by the principal officers and the secretariat of the Fourth Session, as well as such other local transportation as is required by the secretariat in connection with the Fourth Session, including transportation to and from the airport and between principal hotels used by the officials of the United Nations Secretariat.

Article VII

POLICE PROTECTION

The Government shall furnish, at its own expense, such police protection as is required to ensure the efficient functioning of the Fourth Session in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision or control of a senior officer provided by the Government, this officer shall work in close cooperation with a designated senior official of the United Nations.

Article VIII

LOCAL PERSONNEL FOR THE FOURTH SESSION

1. The Government shall appoint an official who shall act as a liaison officer between the Government and the United Nations and shall be responsible, in consultation with the Secretary-General or the Secretary-

General of the Summit, for making the necessary arrangements for the Fourth Session as required under this Agreement.

2. The Government shall engage and provide at its own expense the local personnel required (see annex III) in addition to the United Nations staff:

(a) To ensure the proper functioning of the equipment and facilities referred to in article III above;

(b) To reproduce and distribute the documents and press releases needed by the Fourth Session;

(c) To work as secretaries, typists, clerks, messengers, conference room ushers, drivers, etc.;

(d) To provide custodial and maintenance services for the equipment and premises made available in connection with the Fourth Session. A more detailed requirement for local personnel is specified in annex III.

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

Article IX

FINANCIAL ARRANGEMENTS

1. The Government, in addition to the financial obligations provided for elsewhere in this Agreement, shall bear the actual additional costs directly or indirectly involved in holding the Fourth Session in Indonesia rather than at established United Nations Headquarters (New York). Such additional costs, which are provisionally estimated at US\$ 1,881,032, shall include, but not be restricted to, the actual additional costs of travel and of staff entitlements of the United Nations officials assigned by the Secretary-General to undertake preparatory visits to Indonesia and to attend the Fourth Session, as well as the costs of shipment of equipment and supplies not readily available locally. Arrangements for such travel and shipment shall be made by the secretariat of the Fourth Session in accordance with the Financial Regulations and Rules and Staff Regulations and Rules of the United Nations and its related administrative practices in regard to travel standards, baggage allowance, subsistence payment (per diem) and terminal expenses. The list of United Nations officials needed to service the Fourth Session and the related travel costs are provided respectively in annex I.

2. The Government shall, not later than 14 May 2002, deposit with the United Nations the sum of US\$ 1,881,032 representing the total estimated costs referred to in paragraph 1 of this article.

3. If necessary, the Government shall make further advances as requested by the United Nations so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

4. The deposit referred to in paragraph 2 above shall be used only to pay the obligations of the United Nations in respect of the Fourth Session.

5. After the conclusion of the Fourth Session, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs paid by the United Nations and to be borne by the Government pursuant to paragraph 1 of this article. These costs shall be expressed in United States dollars using the United Nations official rate of exchange at the time the United Nations paid the cost. The United Nations, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of the deposit or advance referred to in paragraphs 2 or 3 of this article. Should the actual additional costs exceed the sum of deposit and advances, the Government shall remit the outstanding balance within one month of the receipt of the detailed accounts. The final accounts will be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of accounts will be subject to any observations which may arise from the audit carried out by the Board of Auditors, whose determination shall be accepted as final by both the United Nations and the Government.

Article X

LIABILITY

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

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

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

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

2. The Government shall indemnify and hold harmless the United Nations 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 (hereinafter referred to as "the Convention"), to which Indonesia is a party, shall be applicable in respect of the Fourth Session. In particular,

the representatives of States 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 the United Nations, performing functions in connection with the Fourth Session referred to in article II, paragraphs 1 (*h*) and 2 above, shall enjoy the privileges and immunities provided under articles V and VII of the Convention, and any experts on mission for the United Nations in connection with the Fourth Session referred to in article II, paragraph 1 (*g*), shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

2. The participants referred to in article II, paragraph 1 (*b*), (*c*), (*e*), (*f*), (*g*) and (*i*) 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 Fourth Session.

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 Fourth Session.

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

5. Without prejudice to the preceding paragraphs of the present article, all persons performing functions in connection with the Fourth Session, and all those invited or accredited to the Fourth Session, including those referred to in article VIII, shall enjoy the privileges, immunities and facilities necessary for the independent exercise of their functions in connection with the Fourth Session.

6. All persons referred to in article II shall have the right of entry into and exit from Indonesia, and no impediment shall be imposed on their transit to and from the area of the Fourth Session. Visas and entry permits, where required, shall be granted to all those invited to the Fourth Session free of charge, as speedily as possible and not later than two weeks before the date of the opening of the Fourth Session. If the application for the visa is not made at least two-and-a-half weeks before the opening of the Fourth Session, the visa shall be granted no later than three days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the Fourth Session are delivered at the airport of arrival to those who were unable to obtain them prior to their arrival.

7. For the purpose of the application of the Convention on the Privileges and Immunities of the United Nations, the premises of the Fourth Session shall be deemed to constitute premises of the United Nations and access thereto shall be under the control and authority of the United

Nations. The premises shall be inviolable for the duration of the Fourth Session, including the preparatory stage and winding up.

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

Article XII

IMPORT DUTIES AND TAX

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

Article XIII

SETTLEMENT OF DISPUTES

Any dispute between the Government and the United Nations 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 to a tribunal of three arbitrators, one to be named by the Government, one to be named by the Secretary-General of the United Nations, 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 should 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. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them. 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. Furthermore, any dispute that involves a question regulated by the Convention on the Privileges and Immunities of the Specialized Agencies shall be dealt with in accordance with section 32 of that Convention.

Article XIV

FINAL PROVISIONS

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

2. This Agreement shall enter into force immediately upon signature by the Parties and shall remain in force for the duration of the meeting and for such a period thereafter as is necessary for all matters relating to any of the provisions to be settled.

SIGNED, this 14 day of May 2002, at United Nations Headquarters, New York.

For the United Nations:

[Signature]

Nitin DESAI

*Under-Secretary-General for
Economic and Social Affairs*

For the Government of Indonesia:

[Signature]

Ambassador Makmur WIDODO

*Permanent Representative of
Indonesia to the United Nations*

- (I) Exchange of letters between the United Nations and the Minister for Foreign Affairs of the Interim Administration of Afghanistan constituting an agreement regarding the establishment of a United Nations Assistance Mission in Afghanistan. Signed at New York on 9 April 2002 and at Kabul on 15 May 2002¹⁹

I

LETTER FROM THE UNITED NATIONS

9 April 2002

Excellency,

1. I have the honour to refer to paragraph 1 of resolution 1401 (2002) of 28 March 2002 by which the United Nations Security Council endorsed the establishment of a United Nations Assistance Mission in Afghanistan (UNAMA) with the mandate and structure laid out in the report of the Secretary-General of 18 March 2002 (S/2002/278).

2. In order to facilitate the fulfilment of the purposes of UNAMA, I propose that the Interim Administration, in the implementation of its obligations under Article 105 of the Charter of the United Nations, extend to UNAMA, its property, funds and assets and its members listed in paragraph 3 (a), (b) and (c) below the privileges and immunities provided in the Convention on the Privileges and Immunities of the United Nations, to which Afghanistan is a party (hereinafter referred to as “the Convention”), without reservation. Additional facilities as provided herein are also required for the contractors and their employees engaged by the United Nations or UNAMA to perform services exclusively for UNAMA and/or supply exclusively to UNAMA equipment provisions, supplies, materials and other goods in support of UNAMA (hereinafter referred to as “United Nations contractors”).

3. I propose, in particular, that the Interim Administration extend to:

(a) The Special Representative of the Secretary-General for Afghanistan, and other high-ranking members of UNAMA whose names shall be communicated to the Interim Administration, the privileges and immunities, exemptions and facilities which are enjoyed by diplomatic envoys in accordance with international law;

(b) The officials of the United Nations assigned to serve with UNAMA, the privileges and immunities to which they are entitled under articles V and VII of the Convention. Locally recruited members of UNAMA shall enjoy the immunities concerning official acts and exemption from taxation and national service obligations provided for in sections 18 (a), (b) and (c) of the Convention;

(c) Other persons such as United Nations military advisers and police advisers, the privileges and immunities accorded to experts performing missions for the United Nations under article VI of the Convention;

(d) United Nations contractors, other than local contractors, shall be accorded repatriation facilities in time of crisis and exemption from taxes in Afghanistan on the services provided to UNAMA, including corporate, income, social security and other similar taxes arising directly from the provision of such services.

4. The privileges and immunities necessary for the fulfilment of the functions of UNAMA also include:

- (i) Unrestricted freedom of entry and exit, without delay or hindrance, of its members and United Nations contractors, their property, supplies, equipment and spare parts and means of transport;
- (ii) Exemption of members of UNAMA holding United Nations laissez-passer from visa regulations and prompt issuance by the Interim Administration to United Nations contractors, free of charge and without any restrictions, of all necessary visas, licences or permits. For the purpose of entry or departure, members of UNAMA shall only be required to have a personal identity card issued by or under the authority of the Special Representative of the Secretary-General except in the case of first entry, when the United Nations laissez-passer or national passport shall be accepted in lieu of the said identity card;
- (iii) Unrestricted freedom of movement throughout the country of its members and United Nations contractors, their property, equipment and means of transport. UNAMA, its members, United Nations contractors and their vehicles, and aircraft shall use roads, bridges, canals, and other waters and airfields without the payment of dues, tolls, landing fees, parking fees, overflight fees, port fees and charges, including wharfage charges. However, exemption from charges which are in fact charges for services rendered will not be claimed;

- (iv) Prompt issuance by the Interim Administration of all necessary authorizations, permits and licences required for the importation or purchase of equipment, provisions, supplies, materials and other goods used in support of UNAMA, including in respect of importation or purchase by United Nations contractors, free of any restrictions and without payment of duties, charges or taxes including value-added tax;
- (v) Acceptance by the Interim Administration of permits or licences issued by the United Nations for the operation of vehicles used in support of UNAMA; acceptance by the Interim Administration, or where necessary validation by the Interim Administration, free of charge and without any restriction, of licences and certificates already issued by appropriate authorities in other States in respect of aircraft used in support of UNAMA; prompt issuance by the Interim Administration, free of charge and without any restrictions, of necessary authorizations, licences and certificates, where required, for the acquisition, use, operation and maintenance of aircraft used in support of UNAMA;
- (vi) Right to fly the United Nations flag and place distinctive United Nations identification on premises, vehicles, aircraft used in support of UNAMA;
- (vii) Right to unrestricted communication by radio, satellite or other forms of communication with United Nations Headquarters and between the various offices and to connect with the United Nations radio and satellite network, as well as by telephone, facsimile and other electronic data systems. The frequencies on which the communication by radio will operate shall be decided upon in cooperation with the Interim Administration;
- (viii) Right to access radio and television production and broadcast facilities under the control of the Interim Administration to disseminate information relating to its mandate, at agreed times in the programme grid at no air time cost to UNAMA; and
- (ix) Right to make arrangements through its own facilities for the processing and transport of private mail addressed to or emanating from members of UNAMA. The Interim Administration shall be informed of the nature of such arrangements, and shall not interfere with or apply censorship to the mail of UNAMA or its members.

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

6. The Interim Administration shall provide without cost to UNAMA and in agreement with UNAMA such areas for headquarters or other premises as may be necessary for the conduct of the operational and administrative activities of UNAMA. Without prejudice to the fact that all such premises remain Afghan territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations.

7. The Interim Administration undertakes to assist UNAMA as far as possible in obtaining equipment, provisions, supplies, materials and other goods and services from local sources required for its subsistence and operations. In respect of equipment, provisions, supplies, materials and other goods purchased locally by UNAMA or by United Nations contractors for the official and exclusive use of UNAMA, the Interim Administration shall make appropriate administrative arrangements for the remission or return of any excise or tax payable as part of the price. The Interim Administration shall exempt UNAMA and United Nations contractors from general sales taxes in respect of all official local purchases. In making purchases on the local market, UNAMA shall, on the basis of observations made and information provided by the Interim Administration in that respect, avoid any adverse effect on the local economy.

8. The Interim Administration shall take all appropriate measures to ensure the safety and security of UNAMA and its members. The Interim Administration will provide UNAMA, where necessary and upon its request, with maps and other information, which may be useful in facilitating and protecting the security of UNAMA in the conduct of its tasks and movements. Upon the request of the Special Representative of the Secretary-General, armed escorts will be provided to protect the members of the United Nations during the exercise of their functions. In paragraph 5 of resolution 1401 (2002), the Security Council called on all Afghan parties to cooperate with UNAMA in the implementation of its mandate and to ensure the security and freedom of movement of a secure environment and demonstrate respect for human rights.

9. The Interim Administration shall ensure the prosecution of persons subject to its criminal jurisdiction who are accused of acts in relation to UNAMA or its members which, if committed in relation to the forces of the Interim Administration or against the local civilian population, would have rendered such acts liable to prosecution.

10. It is further understood that paragraphs 5-11 inclusive of General Assembly resolution 52/247 of 26 June 1998 apply in respect of third-party claims against the United Nations resulting from or attributable to UNAMA or to the activities of its members.

11. Any dispute between the United Nations and the Interim Administration concerning the interpretation or application of this Agreement, except for a dispute that is regulated by section 30 of the Convention or section 32 of the Convention on the Privileges and Immunities of the

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

12. If the above provisions meet with your approval, I would propose that this letter and your reply thereto constitute an Agreement between the United Nations and Afghanistan on the status of UNAMA and its members with immediate effect.

13. I would like to take this opportunity to express my sincere gratitude to you and the Interim Administration of Afghanistan for the support provided to the United Nations Special Mission to Afghanistan (UNSM) and subsequently to UNAMA in facilitating their tasks.

(Signed) Lakhdar BRAHIMI
*Special Representative of the Secretary-General
for Afghanistan*

II

LETTER FROM THE INTERIM ADMINISTRATION OF THE MINISTRY OF FOREIGN AFFAIRS OF AFGHANISTAN TO THE UNITED NATIONS

(Unofficial translation)

15 May 2002

Dear Sir,

In reference to your letter dated 9 April 2002, respectfully, we would like to communicate the following:

The Ministry of Foreign Affairs of Afghanistan agrees with the provisions of your letter dated 9 April 2002.

(Signed) Dr. ABDULLAH
Minister of Foreign Affairs

- (m) Agreement between the United Nations and the Government of the Democratic Republic of East Timor concerning the status of the United Nations Mission of Support in East Timor. Done at Dili on 20 May 2002²⁰

I. DEFINITIONS

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

(a) “UNMISSET” means the United Nations Mission of Support in East Timor, established in accordance with Security Council resolution 1410 (2002) of 17 May 2002 with the mandate described in the resolution based on the recommendations contained in the Secretary-General’s report of 17 April 2002 (S/2002/432). UNMISSET shall consist of:

- (i) The “Special Representative” appointed by the Secretary-General of the United Nations with the consent of the Security Council. Any reference to the Special Representative in this Agreement shall, except in paragraph 26, include any member of UNMISSET to whom he delegates a specified function or authority;
- (ii) A “civilian component” consisting of United Nations officials and of other persons assigned by the Secretary-General to assist the Special Representative or made available by participating States to serve as part of UNMISSET;
- (iii) A “military component” consisting of military and civilian personnel made available to UNMISSET by participating States at the request of the Secretary-General;

(b) A “member of UNMISSET” means the Special Representative of the Secretary-General and any member of the civilian or military components;

(c) “the Government” means the Government of the Democratic Republic of East Timor;

(d) “the territory” means the territory of the Democratic Republic of East Timor (hereinafter referred to as “East Timor”);

(e) A “participating State” means a State providing personnel, services, equipment, provisions, supplies, material and other goods to any of the above-mentioned components of UNMISSET;

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

(g) “contractors” means persons, other than members of UNMISSET, engaged by the United Nations, including juridical as well as natural per-

sons and their employees and sub-contractors, to perform services and/or supply equipment, provisions, supplies, materials and other goods in support of UNMISET activities. Such contractors shall not be considered third-party beneficiaries to this Agreement;

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

(i) “vessels” means civilian and military vessels in use by the United Nations and operated by members of UNMISET, participating States and contractors in support of UNMISET activities;

(j) “aircraft” means civilian and military aircraft in use by the United Nations and operated by members of UNMISET, participating States and contractors, in support of UNMISET activities.

II. APPLICATION OF THE PRESENT AGREEMENT

2. Unless specifically provided otherwise, the provisions of the present Agreement and any obligation undertaken by the Government or any privilege, immunity, facility or concession granted to UNMISET or any member thereof or to contractors apply in East Timor, including the territory of Oecussi and the Atauro Island as well.

III. APPLICATION OF THE CONVENTION

3. UNMISET, its property, funds and assets, and its members, including the Special Representative, shall enjoy the privileges and immunities specified in the present Agreement as well as those provided for in the Convention.

4. Article II of the Convention, which applies to UNMISET, shall also apply to the property, funds and assets of participating States used in connection with UNMISET.

IV. STATUS OF UNMISET

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

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

(a) The United Nations shall ensure that UNMISET shall conduct its operation in East Timor with full respect for the principles and rules of the

international conventions applicable to the conduct of military personnel. These international conventions include the four Geneva Conventions of 12 August 1949 and the Additional Protocols thereto of 8 June 1977 and the UNESCO Convention on the Protection of Cultural Property in the event of armed conflict of 14 May 1954;

(b) The Government undertakes to treat at all times the military personnel of UNMISSET with full respect for the principles and rules of the international conventions applicable to the treatment of military personnel. These international conventions include the four Geneva Conventions of 12 August 1949 and the Additional Protocols thereto of 8 June 1977.

UNMISSET and the Government shall therefore ensure that members of their respective military personnel are fully acquainted with the principles and rules of the above-mentioned international instruments.

7. The Government undertakes to respect the exclusively international nature of UNMISSET.

United Nations flag, markings and identification

8. The Government recognizes the right of UNMISSET to display within East Timor the United Nations flag on its headquarters, camps or other premises, vehicles, vessels, and otherwise as decided by the Special Representative. Other flags or pennants may be displayed only in exceptional cases. In these cases, UNMISSET shall give sympathetic consideration to observations or requests of the Government of East Timor.

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

Communications

10. UNMISSET shall enjoy the facilities in respect of communications provided in article III of the Convention and shall, in coordination with the Government, use such facilities as may be required for the performance of its tasks. Issues with respect to communications which may arise and which are not specifically provided for in the present Agreement shall be dealt with pursuant to the relevant provisions of the Convention.

11. Subject to the provisions of paragraph 10:

(a) UNMISSET shall have the right to install, in consultation with the Government, and operate United Nations radio stations to disseminate information relating to its mandate. UNMISSET shall also have the right to install and operate radio sending and receiving stations as well as satellite systems to connect appropriate points within the territory of East Timor with each other and with United Nations offices in other countries, and to exchange telephone, voice, facsimile and other electronic data with the United Nations global telecommunications network. The United Nations radio stations and telecommunications services shall be operated

in accordance with the International Telecommunication Convention and Regulations and the relevant frequencies on which any such station may be operated shall be decided upon in cooperation with the Government;

(b) UNMISSET shall enjoy, within the territory of East Timor, the right to unrestricted communication by radio (including satellite, mobile and hand-held radio), telephone, electronic mail, facsimile or any other means, and to establish the necessary facilities for maintaining such communications within and between premises of UNMISSET, including the laying of cables and landlines and the establishment of fixed and mobile radio sending, receiving and repeater stations. The frequencies on which the radio will operate shall be decided upon in cooperation with the Government. It is understood that connections with the local system of telephone, facsimile and other electronic data may be made only after consultation and in accordance with arrangements with the Government, it being further understood that the use of the local system of telephone, facsimile and other electronic data shall be charged at the most favourable rate;

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

Travel and transport

12. UNMISSET and its members as well as contractors shall enjoy, together with their vehicles, including vehicles of contractors used exclusively in the performance of their services for UNMISSET, vessels, aircraft and equipment, freedom of movement without delay throughout East Timor. That freedom shall, with respect to large movements of personnel, stores, vehicles or aircraft through airports or on railways or roads used for general traffic within East Timor, be co-coordinated with the Government. The Government undertakes to supply UNMISSET, where necessary, with maps and other information, including locations of minefields and other dangers and impediments, which may be useful in facilitating its movements.

13. Vehicles shall not be subject to registration or licensing by the Government provided that all such vehicles shall carry third-party insurance if required by relevant legislation.

14. UNMISSET and its members as well as contractors, together with their vehicles, including vehicles of contractors used exclusively in the performance of their services for UNMISSET, vessels and aircraft, may use roads, bridges, canals and other waters, port facilities, airfields and airspace without the payment of dues, tolls or charges, including wharfage and compulsory pilotage charges. However, UNMISSET will not claim

exemption from charges which are in fact charges for services rendered, it being understood that such charges for services rendered shall be charged at the most favourable rates.

Privileges and immunities of UNMISET

15. UNMISET, as a subsidiary organ of the United Nations, enjoys the status, privileges and immunities of the United Nations in accordance with the Convention. The provisions of article II of the Convention which apply to UNMISET shall also apply to the property, funds and assets of participating States used in East Timor in connection with the national contingents serving in UNMISET, as provided for in paragraph 4 of the present Agreement. The Government recognizes the right of UNMISET in particular:

(a) To import, free of duty or other restrictions, equipment, provisions, supplies, fuel and other goods which are for the exclusive and official use of UNMISET or for resale in the commissaries provided for hereinafter;

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

(c) To clear ex customs and excise warehouse, free of duty or other restrictions, equipment, provisions, supplies, fuel and other goods which are for the exclusive and official use of UNMISET or for resale in the commissaries provided for above;

(d) To re-export or otherwise dispose of such equipment, as far as it is still usable, all unconsumed provisions, supplies, fuel and other goods so imported or cleared ex customs and excise warehouse which are not transferred, or otherwise disposed of, on terms and conditions to be agreed upon, to the competent local authorities of East Timor or to an entity nominated by them.

To the end that such importation, clearances, transfer or exportation may be effected with the least possible delay, a mutually satisfactory procedure, including documentation, shall be agreed between UNMISET and the Government at the earliest possible date.

V. FACILITIES FOR UNMISET AND ITS CONTRACTORS

Premises required for conducting the operational and administrative activities of UNMISET and for accommodating its members

16. The Government of East Timor shall provide without cost to UNMISET and in agreement with the Special Representative such areas

for headquarters, camps or other premises as may be necessary for the conduct of the operational and administrative activities of UNMISET. Without prejudice to the fact that all such premises remain East Timor territory, they shall be inviolable and subject to the exclusive control and authority of the United Nations. The Government shall guarantee unimpeded access to such United Nations premises. Where United Nations troops are co-located with military personnel of the host country, a permanent, direct and immediate access by UNMISET to those premises shall be guaranteed.

17. The Government undertakes to assist UNMISET as far as possible in obtaining and making available, where applicable, water, electricity and other facilities free of charge, or, where this is not possible, at the most favourable rate, and in the case of interruption or threatened interruption of service, to give as far as is within its powers the same priority to the needs of UNMISET as to essential government services. Where such utilities or facilities are not provided free of charge, payment shall be made by UNMISET on terms to be agreed with the competent authority. UNMISET shall be responsible for the maintenance and upkeep of facilities so provided.

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

19. The United Nations alone may consent to the entry of any government officials or of any other person not member of UNMISET to such premises.

Provisions, supplies and services, and sanitary arrangements

20. The Government agrees to grant expeditiously all necessary authorizations, permits and licences required for the importation and exportation of equipment, provisions, supplies, fuel, materials and other goods exclusively used in support of UNMISET, including in respect of importation and exportation by contractors, free of any restrictions and without the payment of duties, charges or taxes including value-added tax.

21. The Government undertakes to assist UNMISET as far as possible in obtaining equipment, provisions, supplies, fuel, materials and other goods and services from local sources required for its subsistence and operations. In respect of equipment, provisions, supplies, materials and other goods and services purchased locally by UNMISET or by contractors for the official and exclusive use of UNMISET, the Government shall make appropriate administrative arrangements for the remission or return of any excise or tax payable as part of the price. The Government shall exempt UNMISET and contractors from general sales taxes in respect of all local purchases for official use. In making purchases on the local market, UNMISET shall, on the basis of observations made and information provided by the Government in that respect, avoid any adverse effect on the local economy.

22. For the proper performances of the services provided by contractors, other than East Timor nationals resident in East Timor, in support of UNMISSET, the Government agrees to provide contractors with facilities concerning their entry into and departure from East Timor as well as their repatriation in time of crisis. For this purpose, the Government shall promptly issue to contractors, free of charge and without any restrictions, all necessary visas, licences or permits. Contractors, other than East Timor nationals residing in East Timor, shall be accorded exemption from taxes in East Timor on the services provided to UNMISSET, including corporate, income, social security and other similar taxes arising directly from the provisions of such services.

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

Recruitment of local personnel

24. UNMISSET may recruit locally such personnel as it requires. Upon the request of the Special Representative, the Government undertakes to facilitate the recruitment of qualified local staff by UNMISSET and to accelerate the process of such recruitment.

Currency

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

VI. STATUS OF THE MEMBERS OF UNMISSET

Privileges and immunities

26. The Special Representative, the Commander of the military component of UNMISSET, and such high-ranking members of the Special Representative's staff as may be agreed upon with the Government shall have the status specified in sections 19 and 27 of the Convention, provided that the privileges and immunities therein referred to shall be those accorded to diplomatic envoys by international law.

27. Officials of the United Nations assigned to the civilian component to serve with UNMISSET, as well as United Nations Volunteers who shall be assimilated thereto, remain officials of the United Nations entitled to the privileges and immunities of articles V and VII of the Convention.

28. Military observers, United Nations civilian police advisers and civilian personnel other than United Nations officials whose names are for the purpose notified to the Government by the Special Representative shall

be considered as experts on mission within the meaning of article VI of the Convention.

29. Military personnel of national contingents assigned to the military component of UNMISSET shall have the privileges and immunities specifically provided for in the present Agreement.

30. Unless otherwise specified in the present Agreement, locally recruited personnel of UNMISSET shall enjoy the immunities concerning official acts and exemption from taxation and national service obligations provided for in section 18 (a), (b) and (c) of the Convention.

31. Members of UNMISSET shall be exempt from taxation on the pay and emoluments received from the United Nations or from a participating State and any income received from outside East Timor. They shall also be exempt from all other direct taxes, except municipal rates for services enjoyed, and from all registration fees and charges.

32. Members of UNMISSET shall have the right to import free of duty their personal effects in connection with their arrival in East Timor. They shall be subject to the laws and regulations of East Timor governing customs and foreign exchange with respect to personal property not required by them by reason of their presence in East Timor with UNMISSET. Special facilities will be granted by the Government for the speedy processing of entry and exit formalities for all members of UNMISSET, including the military component, upon prior written notification. On departure from East Timor, members of UNMISSET may, notwithstanding the above-mentioned exchange regulations, take with them such funds as the Special Representative certifies were received in pay and emoluments from the United Nations or from a participating State and are a reasonable residue thereof. Special arrangements shall be made for the implementation of the present provisions in the interests of the Government and the members of UNMISSET.

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

Entry, residence and departure

34. The Special Representative and members of UNMISSET shall, whenever so required by the Special Representative, have the right to enter into, reside in and depart from East Timor.

35. The Government of East Timor undertakes to facilitate the entry into and departure from East Timor of the Special Representative and members of UNMISSET and shall be kept informed of such movement. For that purpose, the Special Representative and members of UNMISSET shall be exempt from passport and visa regulations and immigration inspection and restrictions as well as payment of any fees or charges on entering into or departing from East Timor. They shall also be exempt from any

regulations governing the residence of aliens in East Timor, including registration, but shall not be considered as acquiring any right to permanent residence or domicile in East Timor.

36. For the purpose of such entry or departure, members of UNMISSET shall only be required to have: (a) an individual or collective movement order issued by or under the authority of the Special Representative or any appropriate authority of a participating State; and (b) a personal identity card issued in accordance with paragraph 37 of the present Agreement, except in the case of first entry, when the United Nations laissez-passer, national passport or personal identity card issued by the United Nations or appropriate authorities of a participating State shall be accepted in lieu of the said identity card.

Identification

37. The Special Representative shall issue to each member of UNMISSET before or as soon as possible after such member's first entry into East Timor, as well as to all locally recruited personnel and contractors, a numbered identity card, showing the bearer's name and photograph. Except as provided for in paragraph 36 of the present Agreement, such identity card shall be the only document required of a member of UNMISSET.

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

Uniforms and arms

39. Military members and the United Nations civilian police advisers of UNMISSET shall wear, while performing official duties, the national military or police uniform of their respective States with standard United Nations accoutrements. United Nations Security Officers and Field Service officers may wear the United Nations uniform. The wearing of civilian dress by the above-mentioned members of UNMISSET may be authorized by the Special Representative at other times. Military members and civilian police advisers of UNMISSET and United Nations Security Officers designated by the Special Representative may possess and carry arms while on official duty in accordance with their orders. Those carrying weapons while on official duty other than those undertaking close protection duties must be in uniform at that time.

Permits and licences

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

41. The Government agrees to accept as valid, and where necessary to validate, free of charge and without any restrictions, licences and certificates already issued by appropriate authorities in other States in respect of aircraft and vessels, including those operated by contractors exclusively for UNMISSET. Without prejudice to the foregoing, the Government further agrees to grant expeditiously, free of charge and without any restrictions, necessary authorizations, licences and certificates, where required, for the acquisition, use, operation and maintenance of aircraft and vessels.

42. Without prejudice to the provisions of paragraph 39, the Government further agrees to accept as valid, without tax or fee, a permit or licence issued by the Special Representative to a member of UNMISSET for the carrying or use of firearms or ammunition in connection with the functioning of UNMISSET.

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

43. The Special Representative shall take all appropriate measures to ensure the maintenance of discipline and good order among members of UNMISSET, as well as locally recruited personnel. To this end, personnel designated by the Special Representative shall police the premises of UNMISSET and such areas where its members are deployed. Elsewhere, such personnel shall be employed only subject to arrangements with the Government and in liaison with it insofar as such employment is necessary to maintain discipline and order among members of UNMISSET.

44. The military police of UNMISSET shall have the power of arrest over the military members of UNMISSET. Military personnel placed under arrest outside their own contingent areas shall be transferred to their contingent Commander for appropriate disciplinary action. The personnel mentioned in paragraph 43 above may take into custody any other person on the premises of UNMISSET. Such other person shall be delivered immediately to the nearest appropriate official of the Government for the purpose of dealing with any offence or disturbance on such premises.

45. Subject to the provisions of paragraphs 26 and 28, officials of the Government may take into custody any member of UNMISSET:

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

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

46. When a person is taken into custody under paragraph 44 or paragraph 45 (b), UNMISSET or the Government, as the case may be, may make a preliminary interrogation but may not delay the transfer of custody. Following such transfer, the person concerned shall be made available upon request to the arresting authority for further interrogation.

47. UNMISSET and the Government shall assist each other in carrying out all necessary investigations into offences in respect of which either or both have an interest, in the production of witnesses and in the collection and production of evidence, including the seizure of and, if appropriate, the handing over of items connected with an offence. The handing over of any such items may be made subject to their return within the terms specified by the authority delivering them. Each shall notify the other of the disposition of any case in the outcome of which the other may have an interest or in which there has been a transfer of custody under the provisions of paragraphs 44-46.

Safety and security

48. The Government shall take all appropriate measures to ensure the safety and security of members of UNMISSET. In particular, it shall take all appropriate steps to protect members of UNMISSET, their equipment and premises, from attack or any action that prevents them from discharging their mandate. This is without prejudice to the fact that all premises of UNMISSET are inviolable and subject to the exclusive control and authority of the United Nations.

49. If members of UNMISSET are captured or detained in the course of the performance of their duties and their identification has been established, they shall not be subjected to interrogation and they shall be promptly released and returned to United Nations or other appropriate authorities. Pending their release such personnel shall be treated in accordance with universally recognized standards of human rights and the principles and spirit of the Geneva Conventions of 1949.

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

(a) A murder, kidnapping or other attack upon the person or liberty of any member of UNMISSET;

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

(c) A threat to commit any such attack with the objective of compelling a physical or juridical person to do or to refrain from doing any act;

(d) An attempt to commit any such attack; and

(e) An act constituting participation as an accomplice in any such attack, or in an attempt to commit such attack, or in organizing or ordering others to commit such attack.

51. The Government shall establish its jurisdiction over the crimes set out in paragraph 50 above, when the crime was committed in its territory and the alleged offender, other than a member of UNMISSET, is present in its territory, unless it has extradited such person to the State

of nationality of the offender, the State of his habitual residence if he is a stateless person, or the State of the nationality of the victim.

52. The Government shall ensure the prosecution of persons accused of acts described in paragraph 50 above as well as those persons that are subject to its criminal jurisdiction who are accused of other acts in relation to UNMISSET or its members, which, if committed in relation to the forces of the Government or against the local civilian population, would have rendered such acts liable to prosecution.

53. Upon the request of the Special Representative of the Secretary-General, the Government shall provide such security as necessary to protect UNMISSET, its property and members during the exercise of their functions.

Jurisdiction

54. All members of UNMISSET including locally recruited personnel shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue even after they cease to be members of or employed by UNMISSET and after the expiration of the other provisions of the present Agreement.

55. Should the Government consider that any member of UNMISSET has committed a criminal offence, it shall promptly inform the Special Representative and present to him any evidence available to it. Subject to the provisions of paragraph 26:

(a) If the accused person is a member of the civilian component or a civilian member of the military component, the Special Representative shall conduct any necessary supplementary inquiry and then agree with the Government whether or not criminal proceedings should be instituted. Failing such agreement the question shall be resolved as provided in paragraph 61 of the present Agreement;

(b) Military members of the military component of UNMISSET shall be subject to the exclusive jurisdiction of their respective participating States in respect of any criminal offences which may be committed by them in East Timor.

56. If any civil proceeding is instituted against a member of UNMISSET before any court of East Timor, the Special Representative shall be notified immediately, and he shall certify to the court whether or not the proceeding is related to the official duties of such member:

(a) If the Special Representative certifies that the proceeding is related to official duties, such proceeding shall be discontinued and the provisions of paragraph 59 of the present Agreement shall apply;

(b) If the Special Representative certifies that the proceeding is not related to official duties, the proceeding may continue. If the Special Rep-

representative certifies that a member of UNMISSET is unable because of official duties or authorized absence to protect his interests in the proceeding, the court shall at the defendant's request suspend the proceeding until the elimination of the inability, but for no more than ninety days. Property of a member of UNMISSET that is certified by the Special Representative to be needed by the defendant for the fulfilment of his official duties shall be free from seizure for the satisfaction of a judgement, decision or order. The personal liberty of a member of UNMISSET shall not be restricted in a civil proceeding, whether to enforce a judgement, decision or order, to compel an oath or for any other reason.

Deceased members

57. The Special Representative shall have the right to take charge of and dispose of the body of a member of UNMISSET who dies in East Timor, as well as that member's personal property located within East Timor, in accordance with United Nations procedures.

VII. LIMITATION OF LIABILITY OF THE UNITED NATIONS

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

VIII. SETTLEMENT OF DISPUTES

59. Except as provided in paragraph 61, any dispute or claim of a private law character not resulting from the operation necessity of UNMISSET, to which UNMISSET or any member thereof is a party and over which the courts of East Timor do not have jurisdiction because of any provision of the present Agreement, shall be settled by a standing claims commission to be established for that purpose. One member of the commission shall be appointed by the Secretary-General of the United Nations, one member by the Government and a chairman jointly by the Secretary-General and the Government. If no agreement as to the chairman is reached within thirty days of the appointment of the first member of the commission, the

President of the International Court of Justice may, at the request of either the Secretary-General of the United Nations or the Government, appoint the chairman. Any vacancy on the commission shall be filled by the same method prescribed for the original appointment, provided that the thirty-day period there prescribed shall start as soon as there is a vacancy in the chairmanship. The commission shall determine its own procedures, provided that any two members shall constitute a quorum for all purposes (except for a period of thirty days after the creation of a vacancy) and all decisions shall require the approval of any two members. The awards of the commission shall be final. The awards of the commission shall be notified to the parties and, if against a member of UNMISSET, the Special Representative or the Secretary-General of the United Nations shall use his best endeavours to ensure compliance.

60. Disputes concerning the terms of employment and conditions of service of locally recruited personnel shall be settled by the administrative procedures to be established by the Special Representative.

61. All other disputes between UNMISSET and the Government concerning the interpretation or application of the present Agreement shall, unless otherwise agreed by the parties, be submitted to a tribunal of three arbitrators. The provisions relating to the establishment and procedures of the claims commission shall apply, *mutatis mutandis*, to the establishment and procedures of the tribunal. The decisions of the tribunal shall be final and binding on both parties.

62. All differences between the United Nations and the Government of East Timor arising out of the interpretation or application of the present arrangements which involve a question of principle concerning the Convention shall be dealt with in accordance with the procedure of section 30 of the Convention.

IX. SUPPLEMENTAL ARRANGEMENTS

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

X. LIAISON

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

XI. MISCELLANEOUS PROVISIONS

65. Wherever the present Agreement refers to privileges, immunities and rights of UNMISSET and to the facilities East Timor undertakes to provide to UNMISSET, the Government shall have the ultimate responsibil-

ity for the implementation and fulfilment of such privileges, immunities, rights and facilities by the appropriate local authorities.

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

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

(a) The provisions of paragraphs 54 and 61 and 62 shall remain in force;

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

IN WITNESS WHEREOF, the undersigned being duly authorized plenipotentiary of the Government and duly appointed representative of the United Nations have, on behalf of the Parties, signed the present Agreement.

DONE at Dili on the 20th of May of the year 2002.

*For the Government of the
Democratic Republic
of East Timor:*
[Signature]
Mari Bim Amude ALKATIRI
Prime Minister

For the United Nations:
[Signature]
Sergio VIEIRA DE MELLO
Special Representative of the
Secretary-General in East Timor

(n) Supplemental Arrangement between the United Nations Mission of Support in East Timor and the Government of the Democratic Republic of East Timor on the transfer of police responsibilities to the East Timor Police Service. Signed on 20 May 2002²¹

Recalling that, in United Nations Security Council resolution 1410 (2002) of 17 May 2002, the mandate of the United Nations Mission of Support in East Timor (UNMISSET) is, inter alia, to provide interim law enforcement and public security and to assist in the development of the East Timor Police Service,

Acknowledging that, in his report of 17 April 2002 (S/2002/432), the Secretary-General of the United Nations indicated, inter alia, that:

(a) The East Timor Police Service (ETPS) is expected ultimately to number 2,830 officers, but at the time of independence will total 1,800 serving officers;

(b) Until the final handover is undertaken, the international civilian police component of UNMISSET (UNPOL) and ETPS would perform as a joint police service under the command of the UNPOL Commissioner

reporting to the Special Representative of the Secretary-General in East Timor; and

(c) The final endorsement of the ETPS organizational structure and handover of command from the UNPOL Commissioner to the East Timorese Commissioner is expected to take place in January 2004,

Reaffirming commitment to the jointly developed ETPS Development Plan endorsed by the Special Representative of the Secretary-General and the Chief Minister of the East Timor Public Administration,

Emphasizing that development of the East Timorese Police Service takes place through a gradual district-by-district and unit-by-unit assumption of executive responsibility for routine policing by the Government of East Timor from the United Nations,

Affirming respect for the sovereignty of the independent country of East Timor,

Noting that, under the structure of the Government of East Timor, there will be a Minister with responsibility for the police service of the country, and that cooperation between the police service and relevant Ministry will be important for the proper functioning of the police service,

Therefore,

UNMISSET and the Government of East Timor have agreed, in pursuance of Security Council resolution 1410 (2002), on the following arrangements, supplemental to the Status of Forces Agreement, to provide support in maintaining law and order in East Timor and the development of East Timor Police Service.

The Parties hereby agree as follows:

1. *Definitions*

(a) “Command for Routine Policing” means basic police functions, including crime prevention and detection, traffic police, crowd management and community policing, and to attend to the special needs of vulnerable persons and victims of domestic violence;

(b) “District/Unit” means an administrative section of police operations within the single chain of command, such as a district, or a discrete administrative unit, including, for example, the Police College, Special Police Unit, or Marine Unit;

(c) “District/Unit Handover” means that following the United Nations official certification of East Timorese police officers and the United Nations official accreditation of the District/Unit, Operational Command and Control for routine policing of that District/Unit will be transferred to an East Timorese Commanding Officer, within the single United Nations chain of command;

(d) “East Timor” means the Democratic Republic of East Timor;

(e) “East Timorese Commanding Officer” means the East Timorese officer who is co-located with the UNPOL Commanding Officer within the scope of on-the-job training and is certified to assume responsibility for Command for Routine Policing within a District/Unit upon District/Unit Handover;

(f) “East Timorese Commissioner” means the East Timorese senior police officer who is co-located with the UNPOL Commissioner within the scope of on-the-job training and has attained the necessary certification for appointment under clause 11.2 of United Nations Transitional Administration in East Timor (UNTAET) Regulation No. 2001/22 on the Establishment of the East Timor Police Service and who will eventually assume Operational Command and Control of the ETPS upon Final Handover;

(g) “Emergency Situation” means a situation in which there is a pervasive threat to basic law and order, namely serious potential or effective threat to life, injury to people, damage to property, major riots and widespread looting, or as determined by the UNPOL Commissioner in consultation with the Special Representative of the Secretary-General and Prime Minister (or Minister), and intervention is required to protect individuals’ rights and to maintain or restore law and order;

(h) “ETPS” means the East Timor Police Service established by clause 2 of UNTAET Regulation No. 2001/22 on the Establishment of the East Timor Police Service;

(i) “ETPS Development Plan” means the strategic plan for the development of the ETPS, endorsed by the United Nations and the Second Transitional Government of East Timor, and which describes District/Unit Handover;

(j) “Final Handover” means the formal transfer of executive authority for the maintenance of East Timor’s law and order from the United Nations to the Government, whereby the East Timorese Commissioner assumes responsibility for Operational Command and Control of the ETPS;

(k) “General Policy” refers to policy matters relating to the police service, excluding Operational Command and Control, and including the following:

- (i) Budgetary matters and decisions in respect of the police within the authority of the Government of East Timor; and
- (ii) The matters set out in the following sections of UNTAET Regulation No. 2001/22 on the Establishment of the East Timor Police Service:
 - (1) Boundaries of police districts (section 13.1);
 - (2) Location of police stations and substations in districts (section 13.3);
 - (3) Organizational structure of the ETPS (section 13.4);

- (4) Purchase of firearms, ammunition and explosives (section 14.1); and
- (5) Approval for police cadet training courses conducted outside East Timor (section 16.1);

(l) “Government” refers to the Government of the Democratic Republic of East Timor;

(m) “Minister” means the Minister responsible for the maintenance of law and order, the Police Service and all matters entrusted to him or her under UNTAET Regulation No. 2001/22 on the Establishment of the East Timor Police Service;

(n) “Operational Command and Control” is the authority until Final Handover to make decisions and to instruct United Nations and East Timorese police officers, under a single chain of command, concerning day-to-day operations and internal command policies of the police, and includes:

- (i) Deployment, transfer and movement of police personnel;
- (ii) Description of duties to be performed;
- (iii) Manner of performance of duties;
- (iv) Investigation of crime and the arrest of persons in accordance with the law;
- (v) Discipline of members;
- (vi) Management of law enforcement activities;
- (vii) Implementation and enforcement of the items stated in section 6 of UNTAET Regulation No. 2001/22 on the Establishment of the East Timor Police Service, which sets out the general competencies and duties of the ETPS;

(o) The “Special Representative of the Secretary-General” is the person appointed by the Secretary-General as his Special Representative in East Timor for the mandate of UNMISSET;

(p) “UNMISSET” is the United Nations Mission of Support in East Timor mandated by Security Council resolution 1410 (2002);

(q) “UNPOL” means the international police component of UNMISSET;

(r) “UNPOL Commanding Officer” means the UNPOL officer who has Operational Command and Control responsibilities in respect of a District/Unit, prior to District/Unit Handover;

(s) “UNPOL Commissioner” means the person appointed as head of UNPOL in accordance with the mandate of UNMISSET.

2. *United Nations support for maintenance of internal security*

The United Nations shall provide support to the Government in the maintenance of internal security by assuming responsibility for law and

order in East Timor, in accordance with the terms and conditions set forth in this Arrangement.

3. *Powers, duties and responsibilities*

3.1 *Powers, duties and responsibilities of the Minister*

The Minister shall have responsibility for General Policy and may issue General Policy instructions consistent with international standards that relate to the police service.

In emergency situations, the Prime Minister (or Minister) may call on the Special Representative of the Secretary-General to give immediate consideration to request necessary police action. The Special Representative of the Secretary-General shall give this request the highest priority.

In such situations, the Prime Minister may also request that relevant instructions be issued to the police by the Special Representative of the Secretary-General jointly with the Prime Minister.

3.2 *Powers, duties and responsibilities of the UNPOL Commissioner*

The UNPOL Commissioner shall:

- (a) Have responsibility for Operational Command and Control;
- (b) Have responsibility for training of police cadets, including the content of training courses in the Police Academy, in accordance with laws and regulations;
- (c) Report directly to the Special Representative of the Secretary-General and only receive instructions from the Special Representative of the Secretary-General;
- (d) Ensure that the matters that require the approval of, or receipt by, the Minister are promptly brought to his or her attention;
- (e) Promptly submit a copy of the daily, weekly and monthly police situation reports to the Minister;
- (f) Promptly submit special reports to the Minister on significant security incidents and significant developments in the law and order situation;
- (g) Consult the East Timorese Commissioner on all Operational Command and Control matters and facilitate such consultation, advisory, countersigning and representational requirements as provided for in this Arrangement;
- (h) Nominate a senior UNPOL officer to be appointed by the Special Representative of the Secretary-General to act as UNPOL Commissioner in his or her absence;
- (i) Apart from orders and instructions which are purely internal United Nations administrative matters, consult the East Timorese Com-

missioner prior to disseminating orders and instructions concerning day-to-day operations and internal command policies for the police;

(j) Ensure that the East Timorese Commissioner is afforded appropriate opportunity for joint representation in national and international forums.

3.3 *Powers, duties and responsibilities of the East Timorese Commissioner*

The East Timorese Commissioner shall:

(a) In accordance with the consultation and advisory mechanisms described in this Arrangement:

- (i) Act in support of the UNPOL Commissioner in the overall Operational Command and Control responsibility concerning ETPS; and
- (ii) Have responsibility for the selection and recruitment of police cadets, in accordance with relevant laws and regulations;

(b) Ensure that the UNPOL Commissioner is afforded appropriate opportunity for joint representation in national or international forums including, where necessary, in ministerial-level meetings;

(c) Following District/Unit Handover, promptly bring all Operational Command and Control matters to the attention of the UNPOL Commissioner, for his appropriate action; and

(d) On Final Handover, assume responsibility for all Operational Command and Control responsibilities of the ETPS.

3.4 *Powers, duties and responsibilities of UNPOL Commanding Officers*

A UNPOL Commanding Officer shall, prior to District/Unit Handover:

(a) Under the powers delegated by the UNPOL Commissioner, assume Operational Command and Control responsibilities and provide on-the-job training for ETPS officers, in respect of the District/Unit;

(b) Consult with his or her co-located East Timorese Commanding Officer in the District/Unit on all Operational Command and Control matters in respect of the District/Unit;

(c) Consult with his or her co-located East Timorese Commanding Officer prior to disseminating orders and instructions concerning day-to-day operations and internal command policies of the District/Unit; and

(d) Report to the UNPOL Commissioner.

3.5 *Powers, duties and responsibilities of East Timorese Commanding Officers*

An East Timorese Commanding Officer shall, following District/Unit Handover:

(a) Under the powers delegated by the UNPOL Commissioner, assume Command for Routine Policing responsibilities, in respect of the District/Unit;

(b) Consult with his or her co-located UNPOL officer in the District/Unit, as appropriate, on Operational Command and Control matters in respect of the District/Unit;

(c) Inform his or her co-located UNPOL officer in the District/Unit of developments that may give rise to an Emergency Situation; and

(d) Report to the UNPOL Commissioner through the East Timorese Commissioner.

4. *Handover of responsibilities*

4.1 The United Nations shall conduct District/Unit Handover gradually, in accordance with the ETPS Development Plan.

4.2 District/Unit Handover shall not affect the UNPOL Commissioner's responsibility for Operational Command and Control within the single chain of command.

4.3 Following District/Unit Handover, an East Timorese Commanding Officer, and all East Timorese officers under his or her command, while reporting to the UNPOL Commissioner through the East Timorese Commissioner, shall at all times remain under the single chain of command of the UNPOL Commissioner.

4.4 Following a District/Unit Handover all orders or decisions relating to the District/Unit on matters other than for routine policing shall be immediately effective upon signature of the East Timorese Commanding Officer, and countersigned by the co-located UNPOL officer in the District/Unit.

4.5 Following District/Unit Handover, UNPOL officers shall not have Operational Command and Control responsibilities for routine policing, but will advise the East Timorese Commanding Officers.

4.6 At all times, UNPOL officers shall only receive instructions from superior UNPOL officers.

4.7 The UNPOL Commissioner shall conduct Final Handover on completion of the ETPS Development Plan and in accordance with a written instruction of the Special Representative of the Secretary-General.

5. *Consultation and advisory mechanisms*

5.1 The United Nations shall ensure that the East Timorese Commissioner, East Timorese Commanding Officers and the Government are informed and consulted in all matters relating to the police.

5.2 The UNPOL Commissioner and the East Timorese Commissioner shall meet with the Minister when required but not less than weekly, to share information on matters relating to general police operations and the overall law and order situation.

5.3 The Special Representative of the Secretary-General shall meet regularly with the Prime Minister to discuss the United Nations support to the Government for the maintenance of law and order in East Timor.

5.4 The UNPOL Commissioner and the East Timorese Commissioner shall be invited to attend jointly meetings or discussions of the Government, including ministerial-level meetings, concerning the maintenance of law and order in East Timor and development of the ETPS.

5.5 The UNPOL Commissioner shall consider advice given by the Minister with respect to important law and order issues and shall inform the Minister of any action taken.

5.6 The UNPOL Commissioner is not authorized to receive instructions relating to Operational Command and Control matters from the Minister or from any other elected or appointed official of the Government.

5.7 The UNPOL Commissioner shall be available to the Minister when requested to discuss an emergency law and order situation and give due consideration to a proposed course of action.

5.8 The United Nations and the Government shall provide a dedicated telephone line and mobile telephones solely for use in emergency situations by the UNPOL Commissioner, the Special Representative of the Secretary-General and the Minister.

6. *Settlement of disputes*

Without prejudice to the settlement of dispute clause under the Status of Forces Agreement, the interpretation and application of this arrangement shall be settled by negotiations.

7. *Amendment, review and termination*

7.1 This arrangement may be amended by written agreement between the Parties.

7.2 This arrangement shall be reviewed by the Parties one year after its entry into force.

7.3 This arrangement shall enter into force on 20 May 2002 and shall remain in force until 30 June 2004.

8. *Execution*

SIGNED this 20th day of May in the year 2002.

*On behalf of the Government of the
Democratic Republic of East Timor:*
[Signature]
Mari Bim Amude ALKATIRI
Prime Minister

On behalf of UNMISSET:
[Signature]
Sergio VIEIRA DE MELLO
Special Representative of the
Secretary-General in East Timor

- (o) Arrangements between the United Nations and the Government of the Federal Republic of Germany regarding the Ministerial Conference on Ageing of the Economic Commission for Europe, to be held in Berlin from 11 to 13 September 2002. Signed at Geneva on 8 and 17 July 2002²²

I

LETTER FROM THE UNITED NATIONS

G/LE-311/21 [GERMANY]

8 July 2002

Sir,

I have the honour to give you below the text of arrangements between the United Nations and the Government of the Federal Republic of Germany (hereinafter referred to as “the Government”) in connection with the Ministerial Conference on Ageing, of the Economic Commission for Europe, to be held, at the invitation of the Government, in Berlin from 11 to 13 September 2002.

“Arrangements between the United Nations and the Government of the Federal Republic of Germany regarding the Ministerial Conference on Ageing, of the Economic Commission for Europe, to be held in Berlin from 11 to 13 September 2002

“1. Participants in the Conference will be invited by the Executive Secretary of the United Nations Economic Commission for Europe in accordance with the rules of procedure of the Commission and its subsidiary organs.

“2. In accordance with United Nations General Assembly resolution 47/202, part A, paragraph 17, adopted by the General Assembly on 22 December 1992, the Government will assume responsibility for any supplementary expenses arising directly or indirectly from the Conference, namely:

(a) To supply to the ECE staff members who are to be brought to Berlin air tickets, economy class, Geneva-Berlin-Geneva, to be used on the airlines that cover this itinerary;

(b) To supply vouchers for excess baggage for documents and records; and

(c) To pay to the ECE staff members, on arrival in Berlin, according to United Nations rules and regulations, a subsistence allowance in local currency at the Organization’s official daily rate applicable at the time of the Conference, together with terminal expenses of up to 108 United States dollars per traveller, in convertible currency.

“3. The Government will provide for the Conference adequate facilities, including personnel resources, space and office supplies as described in the attached annex.

“4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to persons or damage to or loss of property in conference or office premises provided for the Conference; (ii) injury to persons or damage to or loss of property caused by transportation provided by the Government; and (iii) the employment for the Conference of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand, except in cases of gross negligence or wilful misconduct of these officials and persons.

“5. The Convention on the Privileges and Immunities of the United Nations of 13 February 1946, to which the Federal Republic of Germany is a party, shall be applicable to the Conference:

(a) Accordingly, officials of the United Nations performing functions in connection with this Conference shall enjoy the privileges and immunities provided under articles V and VII of the said Convention;

(b) Experts on mission attending this Conference in pursuance of paragraph 1 of this Arrangement shall enjoy the privileges and immunities under articles VI and VII of the Convention on the Privileges and Immunities of the United Nations;

(c) All other participants attending this Conference in pursuance of paragraph 1 of this Arrangement shall enjoy the privileges and immunities of experts on mission under article VI of the Convention on the Privileges and Immunities of the United Nations;

(d) The personnel provided by the Government and all other persons performing functions in connection with the Conference shall enjoy the status necessary for the independent exercise of their functions in connection with the Conference;

(e) All persons shall have the right of entry into and exit from the Federal Republic of Germany 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 to all those invited to the Conference free of charge, as speedily as possible and no later than two weeks before the date of the opening of the Conference. If in exceptional cases the application of a visa is not made at least three weeks before the opening of the Conference, the visa shall be granted when possible within three days from receipt of the application;

(f) A list with the names and professional functions of all participants in this Conference indicating their status will be communi-

cated to the host authorities by the Secretariat at the earliest possible opportunity.

“6. For the purpose of the application of the Convention, the Conference premises shall be deemed to constitute premises of the United Nations and shall be inviolable for the duration of the Conference.

“7. The Government shall notify the local authorities of the convening of the Conference and request appropriate protection.

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

* * * * *

I have the honour to propose that this letter and your affirmative answer shall constitute an Agreement between the United Nations and the Government of the Federal Republic of Germany which enters into force on the date of your reply and shall remain in force for the duration of the Conference and for such additional period as is necessary for its preparation and winding up.

(Signed) Sergei ORDZHONIKIDZE
Director-General
United Nations Office at Geneva

ANNEX

Staff and facilities necessary for the organization of the ECE Ministerial Conference on Ageing Berlin, 11-13 September 2002

I. SPACE FACILITIES (provided by the Government)

- A conference room with a seating capacity for approximately 280 participants, equipped for simultaneous interpretation into English, French and Russian; the interpretation equipment should be of a standard similar to that of the Palais des Nations, United Nations Office at Geneva (UNOG), with a sufficient number of microphones to enable all participants to join in the discussions from their seats. The interpretation booths should be well insulated;
- The conference room should be equipped with a screen, projector and Power-Point equipment;
- A second conference room seating at table 60, equipped for simultaneous interpretation into English/French/Russian (Europa sala), equipped with a screen, projector, and PowerPoint (to allow drafting changes to be typed in and projected on the screen);
- A small conference room to be used by the Bureau either as an office or for meeting other delegations, installed with telephone lines and a PC/printer;
- A small conference room to be used by the Executive Secretary for meeting with delegations, installed with telephone line;
- A small conference room for small NGO meetings in the same area of the Conference Facility installed with two PCs/printers and telephone lines and a Xerox machine;
- A small conference room for the ECE/UNOG secretariat equipped with four PCs with Internet access, telephone with international coverage, Xerox machine and fax;
- A room/office with a seating capacity large enough to accommodate all NGO representatives, i.e. 70, equipped with video transmission (picture frame) to the plenary hall, equipped with three PCs/printers and telephones and Xerox machine;
- One office for the ECE/UNOG Conference Services secretariat, equipped with telephone, two PCs/printers with Internet access, fax and Xerox machine;
- Office for the local staff, with desks and equipment (see below);
- Registration desk near the conference room;
- Exhibition space and tables near the conference room for ECE and NGOs.

II. EQUIPMENT AND OFFICE SUPPLIES

- Office supplies (paper, desks, staples, pencils, etc.);
- Two Xerox machines located immediately outside the conference room; one located in the ECE/UNOG secretariat office; one located in the ECE/UNOG conference room; one located in the NGO conference room; and another in the NGO office separate from the Foreign Ministry;
- Sufficient paper and supplies for the reproduction of documents;
- Fax for transmissions between Berlin and Geneva in the ECE secretariat office;
- PCs with Microsoft Word programs in English/French/Russian with Internet and e-mail access and printers, allocated as per I above;
- A desk/table in the main conference room for the distribution/receipt of documents;
- PowerPoint equipment as per I above;
- Two host country flags of approximately 1 m 83 x 1 m 22 (see III below);
- Pigeon-hole distribution boxes.

III. EQUIPMENT TO BE PROVIDED BY THE UNITED NATIONS

- Two sets of nameplates for ECE member countries and observer countries. One set of nameplates for intergovernmental organizations. Ten nameplates reading “NGO”;
- Two United Nations flags for inside and outside (1 m 83 x 1 m 22).

IV. LOCAL PERSONNEL (provided by the Government)

- Liaison officer responsible for organizational arrangements, including during the preparatory period;
- Personnel for the registration of participants, for providing information and other services, able to communicate in English, French and Russian;
- Operators of word-processing equipment for English, French and Russian;
- A team responsible for the reproduction, assembling and distribution of documents issued during the Conference (five for reproduction and assembling and five for distribution);
- Four staff to assist Conference Room Officers;
- Personnel responsible for technical services.

V. UNITED NATIONS PERSONNEL

- Ten members of the ECE secretariat (see attached list);
- Twelve interpreters for simultaneous interpretation, four for English, four for French and four for Russian;
- Seven Conference service staff (one coordinator, two conference room officers, one documents control officer, one technical specialist, one reproduction officer and one distribution officer).

VI. FINANCIAL IMPLICATIONS (Government expenses)

- Travel by air economy class of the United Nations personnel, Geneva-Berlin-Geneva, daily subsistence and terminal allowances at the official United Nations rate in force at the time of the Conference;
- Excess baggage facilities for documents, files and other materials to be brought to Berlin before the Conference and their return to Geneva after the Conference;
- Cost of official telephone and telefax communications with Geneva.

UNOG personnel (Conference Services)

- One coordinator of team;
- One documents control officer;
- Two conference room officers;
- One technical specialist;
- One reproduction officer;
- One distribution officer.

ECE staff

- Executive Secretary;
- Five officers to provide logistical/substantive support on all aspects of the Conference. This number includes staff of the Population Activities Unit, Secretary of the Commission, and the Senior Adviser to the Executive Secretary, all of whom have been directly involved in the preparatory process;
- One press officer responsible for issuing press releases;

- One conference assistant to help in the accreditation/registration process and to give added support to conference room staff, and to handle administrative payment of daily subsistence allowance to participants;
- Two secretaries to support the above staff, and to help with the registration process.

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF THE FEDERAL REPUBLIC OF GERMANY TO THE UNITED NATIONS

Geneva, 17 July 2002

Sir,

Referring to your letter of 8 July 2002 concerning arrangements between the United Nations and the Government of the Federal Republic of Germany regarding the Ministerial Conference on Ageing, of the Economic Commission for Europe, to be held in Berlin from 11 to 13 September 2002, I have the pleasure to confirm the agreement of the Government of the Federal Republic of Germany to the arrangements outlined therein, in a modified version, as follows:

[See letter I, except for paragraph 8 modified as follows:]

“8. Although the Government of the Federal Republic of Germany cannot accept paragraph 8 as currently worded, it will do its utmost in a spirit of cooperation to find solutions to disputes that might arise between the United Nations Economic Commission for Europe and the Government of the Federal Republic of Germany concerning the interpretation or application of the arrangements for the Conference. We recommend that such disputes be settled by negotiation or by other means agreed upon between the Government of the Federal Republic of Germany and the United Nations Economic Commission for Europe. Any such dispute that involves a question regulated by the Convention on the Privileges and Immunities of the United Nations will be dealt with in accordance with article 30 of that Convention.”

(Signed) Walter LEWALTER
Ambassador

- (p) Agreement between the United Nations and the Government of South Africa regarding arrangements for the World Summit on Sustainable Development. Signed at New York on 9 August 2002²³

Whereas the General Assembly of the United Nations by its resolution 55/199 of 20 December 2000 decided to organize in 2002 the ten-year review of progress achieved in the implementation of the outcome of the

United Nations Conference on Environment and Development at the summit level in order to reinvigorate the global commitment to sustainable development;

Whereas the General Assembly accepted with gratitude the generous offer of the Government of South Africa (hereinafter referred to as “the Government”) to host the Summit;

Whereas the General Assembly decided to call the summit the World Summit on Sustainable Development (hereinafter referred to as “the Summit”);

Whereas the General Assembly further decided that the review should focus on the identification of accomplishments and areas where further efforts were needed to implement Agenda 21 and other outcomes of the United Nations Conference on Environment and Development, and should focus on action-oriented decisions in areas where further efforts were needed to implement Agenda 21, address, within the framework of Agenda 21, new challenges and opportunities, and result in renewed political commitment and support for sustainable development, consistent, inter alia, with the principle of common but differentiated responsibilities;

Whereas the General Assembly decided in section 1, paragraph 5, of resolution 40/243 of 18 December 1985 and reaffirmed in section A, paragraph 17, of resolution 47/202 of 22 December 1992 and United Nations bodies and organs might hold sessions away from established headquarters when the Government issuing the invitation for a session to be held within its territory agrees to defray, after consultations with the Secretary-General of the United Nations as to their nature and possible extent, the additional cost directly or indirectly incurred;

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

Article I

PLACE AND DATE OF THE SUMMIT

The Summit shall be held at the Sandton Conference Centre, Johannesburg, from 26 August to 4 September 2002 and may be preceded by pre-Summit consultations of not more than three days of representatives of States and organizations referred to in article II, taking place between 23 and 25 August 2002.

Article II

PARTICIPATION IN THE SUMMIT

1. Participation in the Summit shall be open upon invitation or designation by the United Nations to the following:

- (a) Representatives of States;

(b) Representatives of entities, intergovernmental organizations and other entities which have received a standing invitation from the General Assembly to participate in the sessions and work of all international conferences convened under the auspices of the United Nations;

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

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

(e) Observers from other relevant intergovernmental organizations;

(f) Observers from accredited non-governmental organizations and other major groups;

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

(h) Officials of the United Nations Secretariat; and

(i) Other persons invited by the United Nations.

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

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

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

Article III

PREMISES, EQUIPMENT, UTILITIES AND SUPPLIES

1. The Government shall provide at its own expense the premises, including conference rooms, delegates' and interpreters' lounges, office space, storage areas and other related facilities and requirements (as specified in annex II entitled "Meeting Rooms, Office Equipment, Supplies, Transport and other Facilities Requirements").²⁴

2. The premises and facilities referred to in paragraph 1 of this article shall remain at the disposal of the United Nations 24 hours a day throughout the duration of the Summit and for such additional time, up to 7 days prior to the Summit and up to 2 days after the Summit, or as necessary and as agreed upon between the United Nations and the Government for the preparation and settlement of all matters connected with the Summit.

3. The Government shall, at its own expense, appropriately furnish, equip and maintain in good repair all the aforesaid rooms and facilities specified in paragraph 1 of this article for the effective conduct of the Summit as set out in annex II to this Agreement. The conference rooms shall be equipped for reciprocal simultaneous interpretation in the six languages of the United Nations and shall have facilities for sound recordings in those languages. Each interpretation booth shall have the capacity to switch to all seven channels (the “floor”—i.e. the speaker—plus each language channel). The Arabic and Chinese booths require a system whereby the interpreters can override either the English or French booth so that the Arabic and Chinese interpreters can work into those languages without physically moving to either booth.

4. The Government at its own expense shall provide, furnish, equip and maintain such equipment as word processors and typewriters with keyboards in the languages needed, dictating, transcribing, reproduction and such other equipment and office supplies as is necessary for the effective conduct of the Summit and for use by press representatives covering the Summit as set out in annex II to this Agreement. The Government may request the United Nations to furnish any of this equipment and supplies, a preliminary list of which is set out in annex II of this Agreement, in which case the provisions of paragraph 9 of this article shall apply.

5. The Government shall ensure that the following are available on a commercial basis for the use by delegations to the Summit for the duration of the Summit: a registration desk, banking facilities, a post office, telephone, telefax, Internet access and other telecommunication facilities, a travel agency, an information centre and a secretarial service centre. In addition, the Government shall ensure that restaurant facilities are available within secure walking distance of the Summit and that food facilities are available within the Summit area after normal working hours.

6. The Government shall install, at its own expense, facilities for written press coverage, film coverage, radio and television broadcasting of the proceedings, as set out in annex II to this Agreement.

7. In addition to the press, film, radio and television broadcasting facilities mentioned in paragraph 6 above, the Government shall provide, at its own expense, a press working area; a briefing room for correspondents; radio and television studios and areas for interviews and programme preparation, as specified in annex II to this Agreement.

8. The Government shall bear the cost of all utility services necessary for the effective functioning of the Summit. The Government shall also bear the cost of local telephone communications for the secretariat of the Summit and the cost of communications by telephone, telefax, electronic mail transmission, postage, diplomatic pouch and other international communications, between the secretariat of the Summit and United Nations Headquarters offices when such communications are made

or authorized by, or on behalf of, the Secretary-General or the Secretary-General of the Summit, including official United Nations information cables between the Summit site and United Nations Headquarters and the various United Nations information centres sufficient in particular for ensuring translation of documents by staff in remote locations as specified in annex II to this Agreement.

9. The Government shall bear the cost of the transport and insurance charges, from any established United Nations Office to the site of the Summit and return, of all United Nations supplies and equipment required for the functioning of the Summit. The United Nations shall determine the mode of shipment of such equipment and supplies. The United Nations shall inform the Government in due time of the supplies and equipment to be shipped and their cost.

10. Premises and facilities provided in accordance with this article may be made available if there is capacity to so do, in an adequate manner, to the observers from the non-governmental organizations referred to in article II, paragraph 1 (*f*) above for the conduct of their activities relating to their contribution to the Summit.

11. Access to the premises will be in accordance with procedures set out in annex IV of this Agreement entitled "Security Arrangements".

Article IV

MEDICAL FACILITIES

1. The Government, at its own expense, within the Summit area, shall provide medical facilities adequate for first aid in emergencies as set out in the appendix to annex IV.

2. For serious emergencies, the Government shall ensure immediate transportation and immediate admission to a hospital. The Government shall not be responsible for the cost of any hospital treatment. The Government shall provide to the United Nations, in due time prior to the Summit, information on commercial medical insurance that is available to those participating in the Summit as referred to in article II, paragraph 1, to cover costs of medical treatment. The United Nations shall circulate this information to such participants, recommending that they make arrangements to ensure that they have medical coverage while in South Africa.

Article V

ACCOMMODATION

The Government shall ensure that there is an adequate capacity for accommodation in hotels or residences which is available at reasonable commercial rates for persons participating in or attending the Summit, including officials from the United Nations Secretariat. The estimated number of persons participating in or attending the Summit, including officials from

the United Nations Secretariat, will be provided by the United Nations Secretariat in due course.

Article VI

TRANSPORT

1. The Government shall ensure the availability of adequate transportation for those participating in the Summit as referred to in article II, paragraph 1, and United Nations staff to and from the airport as well as transportation to and from the principal hotels and the Summit premises for the duration of the Summit.

2. The Government, in consultation with the United Nations, shall provide at its expense cars with drivers for official use by the principal officers and the secretariat of the Summit, as well as such other local transportation as is required by the secretariat in connection with the Summit. The Government and the United Nations shall coordinate requirements under this paragraph, which shall be set out in annex II to this Agreement.

Article VII

POLICE PROTECTION

1. The Government shall furnish, at its own expense, such police protection as is required to ensure the efficient functioning of the Summit in an atmosphere of security and tranquillity free from interference of any kind. While such police services shall be under the direct supervision or control of a senior officer provided by the Government, this officer shall work in close cooperation with a designated senior security official of the United Nations.

2. If so requested by the Secretary-General, the appropriate South African authorities shall provide a sufficient number of police for the preservation of law and order in the Conference Centre and for the removal of persons therefrom as requested by the United Nations.

3. Detailed security arrangements and the responsibilities of the Government and the United Nations are set out in annex IV to this Agreement.

Article VIII

LOCAL PERSONNEL FOR THE SUMMIT

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

2. The Government shall in consultation with the United Nations engage and provide at its own expense the local personnel required in addition to the United Nations staff as set out in annex III to this Agreement who, for the duration of the Summit, shall be under the supervision of the United Nations to perform, in accordance with a calendar and time schedule to be established, the following functions:

(a) To ensure the proper functioning of the equipment and facilities referred to in article III above;

(b) To reproduce and distribute the documents and press releases needed by the Summit;

(c) To work as secretaries, typists, clerks, messengers, conference room ushers, drivers, etc.;

(d) To provide custodial and maintenance services for the equipment and premises made available in connection with the Summit.

3. The Government shall arrange at its own expense, at the request of the Secretary-General or the Secretary-General of the Summit, for up to 220 local personnel referred to in paragraph 2 above, to be available for up to seven days before and up to one day after the closing of the Summit, as required by the United Nations and as specified in annex III to this Agreement entitled "Local Staff Requirements".

4. The Government shall arrange at its own expense, at the request of the Secretary-General or the Secretary-General of the Summit at the Conference, for the local personnel or some of them referred to in paragraph 2 above to be available in order to maintain such night-time services as may be required in connection with the Summit.

Article IX

FINANCIAL ARRANGEMENTS

1. In consultation with the United Nations, the Government, in addition to the financial responsibility provided for elsewhere in this Agreement, shall bear the actual additional costs directly or indirectly involved in holding the Summit in South Africa rather than at established United Nations Headquarters (New York). Such additional costs, which are provisionally estimated at US\$ 1,906,133, shall include, but not be restricted to, the actual additional costs of travel and of staff entitlements of the United Nations officials assigned by the Secretary-General to undertake preparatory visits to South Africa and to attend the Summit, as well as the costs of shipment of equipment and supplies not readily available locally. Arrangements for such travel and shipment shall be made by the Secretary-General in accordance with the Financial Regulations and Rules and Staff Regulations and Rules of the United Nations and its related administrative practices in regard to travel standards, baggage allowance, subsistence

payment (per diem) and terminal expenses. The list of United Nations officials needed to service the Summit and the related estimated travel costs are set out in annex I to this Agreement entitled “Cost of United Nations Staff Travel”.

2. The Government shall, not later than Monday, 12 August 2002, deposit with the United Nations the sum of US\$ 1,906,133, representing the total estimated costs referred to in paragraph 1 of this article.

3. If necessary, the Government shall make further advances as requested by the United Nations so that the latter will not at any time have to finance temporarily from its cash resources the extra costs that are the responsibility of the Government.

4. The deposit referred to in paragraph 2 above shall be used only to pay the obligations of the United Nations in respect of the Summit.

5. The Government shall at no cost to the United Nations provide up to 290 air tickets on British Airways and South African Airways for the travel of a designated number of United Nations officials who have been assigned by the Secretary-General to attend the Summit. This contribution, which shall have a total estimated value of ZAR 11,600,000, shall be accepted as a voluntary contribution pursuant to this Agreement and shall be administered by the United Nations in accordance with its financial regulations, rules and procedures and shall be used solely for the activities of the United Nations in connection with the Summit. The acceptance of such a voluntary contribution shall not directly or indirectly involve any additional liability for the Organization and the Government agrees to indemnify and hold harmless the United Nations and its personnel in respect of any action, claim or other demand which may arise as a result of the acceptance of this voluntary contribution. Details of this arrangement are set out in the attachment to annex I.

6. After the conclusion of the Summit, the United Nations shall give the Government a detailed set of accounts showing the actual additional costs paid by the United Nations and to be borne by the Government pursuant to paragraph 1 of this article. These costs shall be expressed in United States dollars using the United Nations official rate of exchange at the time the United Nations paid the cost. The United Nations, on the basis of this detailed set of accounts, shall refund to the Government any funds unspent out of the deposit or advance referred to in paragraphs 2 or 3 of this article. Should the actual additional costs exceed the sum of the deposit and advances, the Government will remit the outstanding balance within one month of the receipt of the detailed accounts. The final accounts will be subject to audit as provided in the Financial Regulations and Rules of the United Nations, and the final adjustment of accounts will be subject to any observations which may arise from the audit carried out by the Board of Auditors, whose determination shall be accepted as final by both the United Nations and the Government.

Article X

LIABILITY

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

(a) Injury to persons or damage to or loss of property in the premises referred to in paragraph 1 of article III that are provided by or under the control of the Government;

(b) Injury to persons, or damage to or loss of property caused by, or incurred in using, the transport services provided by the Government as set out in article VI;

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

2. The Government shall indemnify and hold harmless the United Nations and its officials in respect of any such action, claim or other demand except where the Government and the United Nations agree that such action, claim or demand evolved from the gross negligence or wilful misconduct of an official of the United Nations.

3. Without prejudice to its privileges and immunities, the United Nations agrees to render all reasonable assistance and to use its best efforts to make available to the Government, on a voluntary basis, relevant information, evidence and documents to enable the Government to deal with any action, claim or other demand contemplated under article X.

Article XI

PRIVILEGES AND IMMUNITIES

1. The Convention on the Privileges and Immunities of the United Nations (hereinafter referred to as “the Convention”) shall be applicable in respect of the Summit. In particular, the representatives of States 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 the United Nations, performing functions in connection with the Summit referred to in article II, paragraphs 1 (h) and 2 above, shall enjoy the privileges and immunities provided under articles V and VII of the Convention, and any experts on mission for the United Nations in connection with the Summit referred to in article II, paragraph 1 (g), shall enjoy the privileges and immunities provided under articles VI and VII of the Convention.

2. The participants referred to in article II, paragraph 1 (b), (c) and (i) 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 Summit. The observers referred to in article II, paragraph 1 (e) and (f) above, shall be accorded the appropriate facilities necessary for the independent exercise of their activities in connection with the Summit.

3. In carrying out their official functions for the United Nations, 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 Summit.

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

5. Without prejudice to the preceding paragraphs of the present article, all persons performing functions in connection with the Summit, and all those invited or accredited to the Summit, shall enjoy, as applicable, the privileges, immunities and/or facilities necessary for the independent exercise of their functions in connection with the Summit. Representatives of the press or of other information media shall be accorded the appropriate facilities necessary for the independent exercise of their activities in connection with the Summit.

6. All persons referred to in article II shall have the right of entry into and exit from South Africa, and no impediment shall be imposed on their transit to and from the Summit area. Visas and entry permits, where required, shall be granted to all those invited to the Summit free of charge, as speedily as possible and not later than two weeks before the date of the opening of the Summit. If the application for the visa is not made at least two-and-a-half weeks before the opening of the Summit, the visa shall be granted no later than three days from the receipt of the application. Arrangements shall also be made to ensure that visas for the duration of the Summit from 26 August to 4 September 2002 are delivered at the airport of arrival to those who were unable to obtain them prior to their arrival.

7. Distinguished guests officially invited to the Summit by the Government shall be given access to the Summit area by the United Nations.

8. For the purpose of the application of the Convention on the Privileges and Immunities of the United Nations, the Summit premises shall be deemed to constitute premises of the United Nations and access thereto shall be under the control and authority of the United Nations. The premises shall be inviolable for the duration of the Summit, including the preparatory stage and winding up.

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

Article XII

IMPORT DUTIES AND TAX

The Government shall allow the temporary importation, tax-free and duty-free, of all equipment and supplies imported and exported by the

United Nations for its official use, including technical equipment accompanying representatives of information media, referred to in article III. It shall issue, without delay, to the United Nations any necessary import and export permits for this purpose.

Article XIII

SETTLEMENT OF DISPUTES

Any dispute between the Government and the United Nations 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 to a tribunal of three arbitrators, one to be named by the Government, one to be named by the Secretary-General of the United Nations, 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 should 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. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them. 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. Furthermore, any dispute that involves a question regulated by the Convention on the Privileges and Immunities of the Specialized Agencies shall be dealt with in accordance with section 32 of that Convention.

Article XIV

FINAL PROVISIONS

1. This Agreement may be modified by written agreement between the United Nations and the Government.
2. This Agreement shall enter into force immediately upon signature by the Parties and shall remain in force for the duration of the meeting and for such a period thereafter as is necessary for all matters relating to any of the provisions to be settled.

SIGNED in New York this 9th day of August 2002.

For the United Nations:
[Signature]
Nitin DESAI
*Under-Secretary-General for
Economic and Social Affairs*

For the Government of South Africa:
[Signature]
N. C. Dlamini ZUMA
Minister of Foreign Affairs

- (g) Exchange of letters between the United Nations and the Government of Italy constituting an Agreement regarding arrangements for the First Meeting of the Parties to the Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters, to be held in Lucca from 21 to 23 October 2002. Signed at Geneva on 23 September and 15 October 2002²⁵

I

LETTER FROM THE UNITED NATIONS

23 September 2002

Sir,

I have the honour to transmit to you below the text of arrangements between the United Nations and the Government of Italy (hereinafter referred to as “the Government”) in connection with the First Meeting of the Parties to the Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters, to be held, at the invitation of the Government, in Lucca from 21 to 23 October 2002.

“Arrangements between the United Nations and the Government of Italy regarding the First Meeting of the Parties to the Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters, to be held in Lucca from 21 to 23 October 2002

“1. Participants in the Meeting will be invited by the Executive Secretary of the United Nations Economic Commission for Europe in accordance with the rules of procedure of the Commission and its subsidiary organs.

“2. Through the Italian contribution to the UN/ECE Trust Fund, section Aarhus, the following expenses will be covered:

(a) Air tickets (economy class, Geneva-Pisa-Geneva), subsistence allowance and terminal expenses (euros) for six (6) members of the ECE Secretariat;

(b) Air tickets and remaining DSA (20 per cent) for three (3) participants from each of the eleven (11) most economically disadvantaged ECE countries in transition: Environment Minister plus two delegates, economy class;

(c) Remaining DSA (20 per cent) for three (3) participants from the seven (7) other countries eligible for financial support;

(d) Air tickets (economy class, Geneva-Pisa-Geneva), remunerations, subsistence allowance and terminal expenses for six (6) interpreters in English, French and Russian;

(e) Vouchers for excess baggage for documents and records.

“3. The Government will provide for the Meeting adequate facilities, including personnel resources, space and office supplies, as well as logistical support as listed in the annex.

“4. The Government will be responsible for dealing with any action, claim or other demand against the United Nations arising out of (i) injury to person or damage to property in conference or office premises provided for the Meeting; (ii) the transportation provided by the Government; and (iii) the employment for the Meeting of personnel provided or arranged by the Government; and the Government shall hold the United Nations and its personnel harmless in respect of any such action, claim or other demand.

“5. The Convention on the Privileges and Immunities of the United Nations of 13 February 1946, to which Italy is a party, shall be applicable to the Meeting, in particular:

(a) The participants 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 Meeting shall enjoy the privileges and immunities provided under articles V and VII of the Convention;

(b) 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 Meeting shall enjoy such privileges and immunities, facilities and courtesies as are necessary for the independent exercise of their functions in connection with the Meeting;

(c) Personnel provided by the Government 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 Meeting;

(d) All participants and all persons performing functions in connection with the Meeting shall have the right of unimpeded entry into and exit from Italy. Visas and entry permits, where required, shall be granted promptly and free of charge.

“6. The rooms, offices and related localities and facilities put at the disposal of the Meeting by the Government shall be the Meeting Area, which will constitute United Nations Premises within the meaning of article II, section 3, of the Convention of 13 February 1946.

“7. The Government shall notify the local authorities of the convening of the Meeting and request appropriate protection.

“8. Any dispute concerning the interpretation or implementation of these arrangements, except for a dispute subject to the appropriate provisions of the Convention on the Privileges and Immunities of the United Nations or of any other applicable agreement, will, unless the parties agree otherwise, be submitted to a tribunal of three arbitrators, one of whom will be appointed by the Secretary-General of the United Nations, one by the Government and the third, who will be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of its arbitrator, or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the Chairman, then such arbitrator will be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal will adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance will be final and, even if rendered in default of one of the parties, be binding on both of them.”

* * * * *

I have the honour to propose that this letter and your affirmative answer shall constitute an Agreement between the United Nations and the Government of Italy which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and winding up.

(Signed) Sergei ORDZHONIKIDZE
Director-General
United Nations Office at Geneva

ANNEX

Staff and facilities necessary for the organization of the First Meeting of the Parties to the Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters

Lucca, Italy, 21-23 October 2002

I. SPACE FACILITIES

—A conference room with a seating capacity for approximately 150 participants, including appropriate table space for each delegation, equipped for simultaneous interpretation into English, French and Russian; the interpretation equipment should be of a standard similar to that of the Palais des Nations, Geneva, with a sufficient number of microphones and headphones to enable all participants to join in the discussions from their seats. The interpretation booths should be well insulated (provided by the Government);

- A smaller meeting room for 25-30 persons for informal meetings and coordination meetings of the different subregions, without interpretation equipment (provided by the Government);
- An office for the ECE secretariat with desks and equipment (see II and III) (provided by the Government);
- Offices for the Italian Minister for the Environment and for the Danish Presidency of the European Union, with desks and equipment (see II and III) (provided by the Government);
- Registration/information desk near the conference room (provided by the Government);
- A smaller meeting room for NGOs with desks and equipment (provided by the Government).

II. EQUIPMENT AND OFFICE SUPPLIES

- Office supplies (paper, staples, correcting fluid, floppy disks etc.) (provided by the Government);
- Two efficient photocopying machines with sorting and stapling functions and paper, with a back-up contract in case they break down (provided by the Government);
- Two data projectors and one overhead projector and large screen for both transparencies and electronic presentations (e.g. PowerPoint, Netscape for live Internet presentations) (provided by the Government);
- Two personal computers with word-processing programs and printers and Internet access, to be installed in the secretariat offices, and one printer to be installed on the podium for the Chair and the secretariat (provided by the Government);
- Desks for the distribution of documents to participants (provided by the Government);
- Nameplates and stands for countries, international organizations and officers, for tables in the conference hall (provided by the United Nations);
- United Nations flag for outdoor use (1.83 x 2.75 m) and two United Nations flags for indoor use (1.22 x 1.83 m) (provided by the United Nations);
- Host country flags of similar sizes, to be provided by host country (provided by the Government).

III. LOCAL PERSONNEL

- Liaison officer responsible for organizational arrangements, including during the preparatory period (provided by the Government);
- Personnel for the registration of participants, for providing information, distributing documents and other services, able to communicate in English/French (provided by the Government);
- Personnel responsible for the functioning of the technical equipment (provided by the Government);
- Two interpreters for simultaneous interpretation into Italian (provided by the Government).

IV. UNITED NATIONS PERSONNEL

- Six members of the ECE secretariat (coming from Geneva; costs covered through the Trust Fund);
- Six interpreters for simultaneous interpretation into English, French and Russian (coming from Geneva; costs covered through the Trust Fund);

- Travel by air economy class of the United Nations personnel, Geneva-Lucca-Geneva, subsistence and terminal allowances at the official United Nations rate in force at the time of the Meeting (provided for through the Trust Fund);
- Air freight or excess baggage facilities (maximum 10 kg) for documents to be brought to Lucca before the Meeting, etc. (provided through the Trust Fund).

V. ACCOMMODATION AND MEALS

- Hotel accommodation (provided by the Government) for:
 - A maximum of 55 Environment Ministers from ECE member States;
 - Two delegates for each of the 18 countries with economies in transition;
 - Six members of the ECE secretariat;
 - A maximum of 50 NGOs;
- Coffee, tea and soft drinks served during the coffee breaks (provided by the Government);
- Lunches for all participants during the meeting (21-23 October) (provided by the Government);
- Two official dinners for all participants on 21 and 22 October (provided by the Government);
- For the two delegates of the 18 countries with economies in transition (provided by the Government):
 - Three dinners (19, 20 and 23 October);
 - Two lunches (20 and 24 October).

VI. TECHNICAL ARRANGEMENTS

- All technical equipment for the side event on electronic information tools (specifications by UNEP/GRID and Regional Environmental Centre (REC)) (provided by the Government);
- PCs (eight) with Internet access for the use of the delegates (provided by the Government);
- Internet access at the podium (provided by the Government).

VII. PRACTICAL ARRANGEMENTS

- Flowers and other decoration of the meeting room (provided by the Government);
- Panels in the conference room to exhibit different material and provide practical information (provided by the Government);
- Local transportation, including transfer from and to Pisa Airport as well as to and from hotels, conference venue and premises for evening events (provided by the Government);
- Photographer to take photos during the first day of the meeting (21 October), including a “family photo” of all Ministers and one of all participants (provided by the Government).

VIII. PRESS

- Contact with local and national media to inform them of the event (provided by the Government);
- Organization in cooperation with the Aarhus Convention Secretariat of a press conference, including the provision of the interpreters for Italian (provided by the Government).

II

LETTER FROM THE PERMANENT REPRESENTATIVE OF ITALY
TO THE UNITED NATIONS OFFICE AT GENEVA

15 October 2002

Sir,

I have the honour to transmit to you below the text of arrangements between the Government of Italy (hereinafter referred to as “the Government”) and the United Nations in connection with the First Meeting of the Parties to the Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters, to be held at the invitation of the Government, in Lucca, from 21 to 23 October 2002.

“Arrangements between the United Nations and the Government of Italy regarding the First Meeting of the Parties to the Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters, to be held in Lucca from 21 to 23 October 2002”

[See letter I]

* * * * *

I have the honour to propose that this letter and your affirmative answer shall constitute an agreement between the Government of Italy and the United Nations which shall enter into force on the date of your reply and shall remain in force for the duration of the Meeting and for such additional period as is necessary for its preparation and winding up.

*(Signed) Andrea Negrotto CAMBIASO
Permanent Representative of Italy
to the United Nations Office at Geneva*

- (r) Exchange of letters between the United Nations and the Government of the United Arab Emirates constituting an Agreement regarding arrangements for the organization of the International Workshop on “Social Dimensions of Macroeconomic Policy in a Globalizing World”, to be held in Abu Dhabi from 16 to 18 December 2002. Signed at New York on 25 October and 13 November 2002²⁶

I

LETTER FROM THE UNITED NATIONS

25 October 2002

Excellency,

I have the honour to refer to the arrangements concerning the organization of an International Workshop on “Social Dimensions of Macro-

economic Policy in a Globalizing World” (hereinafter referred to as “the Workshop”). The Workshop will be organized by the United Nations, represented by the Department of Economic and Social Affairs (hereinafter referred to as “the United Nations”), in cooperation with the Government of the United Arab Emirates, represented by the Ministry of Planning (hereinafter referred to as “the Government”). With the present letter, I wish to obtain your Government’s acceptance of the following:

1. The Workshop will be attended by the following participants:
 - (a) Sixteen government officials from relevant countries selected by the United Nations;
 - (b) Ten local government officials selected by the Government;
 - (c) Two officials from the United Nations Secretariat;
 - (d) Other participants, invited as observers by the United Nations and the Government, including representatives from the United Nations system and from intergovernmental or non-governmental organizations or institutions.
2. The total number of participants will be approximately 30. The list of participants will be determined by the United Nations in consultation with the Government prior to the holding of the Workshop.
3. The Workshop will be conducted in English.
4. The United Nations will be responsible for:
 - (a) The planning and running of the Workshop and the preparation of the appropriate documentation;
 - (b) Substantive support before and during the Workshop;
 - (c) The administrative arrangements and costs relating to the participants specified in subparagraphs 1 (a) and 1 (c) above, including the issuance of airplane tickets, payment of subsistence allowance and the final settlement of travel claims for the participating experts and United Nations staff members; and
 - (d) The preparation of the report of the Workshop in English.
5. The Government will provide the following:
 - (a) A suitable venue for the Workshop;
 - (b) Local counterpart staff to assist with advance planning and any necessary administrative support during the Workshop;
 - (c) Any costs related to participation of national participants specified in subparagraph 1 (b);
 - (d) Simultaneous interpretation into Arabic during the Workshop;
 - (e) Any necessary office equipment, including a photocopy machine and word-processing facilities;

(f) Necessary communications facilities (telephone, facsimile and/or e-mail) for use by the secretariat of the Workshop to maintain contact with the United Nations and elsewhere.

6. The Workshop will be held in Abu Dhabi from 16 to 18 December 2002. All facilities will be arranged by the Government in consultation with the United Nations.

7. The cost of transportation and daily subsistence allowance for observers, as specified in subparagraph 1 (d) above, will be the responsibility of their organizations.

8. As the Workshop will be convened by the United Nations, I wish to propose that the following terms shall apply:

(a) The Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946 (“the Convention”), and the Convention on the Privileges and Immunities of the Specialized Agencies, adopted by the General Assembly on 21 November 1947 (“the Specialized Agencies Convention”), to both of which the Government is a party, shall be applicable in respect of the Workshop;

(b) Any representatives of intergovernmental organs invited by the United Nations to participate in the Workshop shall enjoy the privileges and immunities accorded by article IV of the Convention. The participants invited by the United Nations designated by the Secretary-General as experts on missions for the United Nations shall enjoy the privileges and immunities accorded to experts on mission for the United Nations by articles VI and VII of the Convention. Officials of the United Nations participating in or performing functions in connection with the Workshop shall enjoy the privileges and immunities provided under articles V and VII of the Convention. Officials of the specialized agencies participating in the Workshop shall be accorded the privileges and immunities provided under articles VI and VIII of the Specialized Agencies Convention;

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

(d) Personnel provided by the Government 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 Workshop;

(e) All participants and all persons performing functions in connection with the Workshop shall have the right of unimpeded entry into and exit from the United Arab Emirates. Visas and entry permits, where required, will be granted free of charge and as speedily as possible. When applications are made four weeks before the opening of the Workshop, visas shall be granted not later than two weeks before the opening of

the Workshop. If the application is made less than four weeks before the opening, visas shall be granted as speedily as possible, and not later than three days before the opening. Arrangement shall also be made to ensure that visas for the duration of the Workshop are delivered at the airport of arrival to those who are unable to obtain them prior to their arrival. Exit permits, where required, shall be granted free of charge, as speedily as possible, and, in any case, not later than three days before the closing of the Workshop.

9. The Government will be responsible for dealing with any action, claim or other demand against the United Nations or its officials arising out of: (i) injury to persons or damage to or loss of property in conference or office premises provided for the Workshop; (ii) injury to persons or damage to or loss of property caused by or incurred in using any transport services that are provided for the Workshop by or under the control of the Government; (iii) the employment for the Workshop of personnel provided or arranged for by the Government; and the Government shall indemnify and hold harmless the United Nations and its personnel in respect of any such action, claim or other demand.

10. Any dispute concerning the interpretation or implementation of this Agreement, except for a dispute subject to the appropriate provisions of the Convention that is regulated by section 30 of the Convention or section 32 of the Specialized Agencies Convention or of any other applicable agreement, shall, unless the parties otherwise agree, be resolved by negotiations or other agreed mode of settlement. Any such dispute that is not settled by negotiation or any other agreed mode of settlement shall be submitted at the request of either party of a final decision to a tribunal of three arbitrators, one of whom shall be appointed by the Secretary-General of the United Nations, one by the Government and the third, who shall be the Chairman, by the other two arbitrators. If either party does not appoint an arbitrator within three months of the other party having notified the name of the arbitrator, or if the first two arbitrators do not within three months of the appointment or nomination of the second one of them appoint the Chairman, then such arbitrator shall be nominated by the President of the International Court of Justice at the request of either party to the dispute. Except as otherwise agreed by the parties, the tribunal shall adopt its own rules of procedure, provide for the reimbursement of its members and the distribution of expenses between the parties, and take all decisions by a two-thirds majority. Its decisions on all questions of procedure and substance shall be final and, even if rendered in default of one of the parties, be binding on both of them.

I further propose that, upon receipt of your Government's confirmation in writing of the above, this exchange of letters shall constitute an Agreement between the United Nations and the Government of the United Arab Emirates regarding the hosting of the Workshop, which shall enter into force on the date of your reply and shall remain in force for the duration of the

Workshop and for such additional period as is necessary for the completion of its work and for the resolution of any matters arising out of the Agreement.

(Signed) Nitin DESAI
Under-Secretary-General
Department of Economic and Social Affairs

II

LETTER FROM THE MINISTRY OF PLANNING OF THE UNITED ARAB EMIRATES
TO THE UNITED NATIONS

Abu Dhabi, 13 November 2002

Dear Sir,

Organization of the International Workshop on "Social Dimensions of Macroeconomic Policy in a Globalizing World"

With reference to the letter No. DESA/02/277 dated 25 October 2002 addressed to the Permanent Representative of the United Arab Emirates to the United Nations, a copy of it has been hand-delivered by Dr. Alexei Tikhomirov concerning the arrangements to be provided by each party.

We hereby confirm hosting the above Workshop in Abu Dhabi, United Arab Emirates, from 16 to 18 December 2002.

The Government of the United Arab Emirates, represented by the Ministry of Planning, will provide the facilities stated in the above-mentioned letter.

Since issuance of entry visas requires some time, and due to the shortage of time, we need to receive at your earliest convenience the following:

1. List of names of all participants and names of their respective countries.
2. Names of United Nations speakers, Secretariat officials, observers and ESCWA representatives.
3. Final official programme of the Workshop.

Since simultaneous interpretation will be provided at the opening and closing sessions as agreed with Dr. Tikhomirov, we need to know the number of papers to be presented to the Workshop and requiring translation and the time duration expected for each paper.

We again reiterate the urgency of receiving the above information as quickly as possible.

(Signed) Abdullateef Mohamed BIN HAMMAD
Under-Secretary
Ministry of Planning

- (s) Exchange of letters between the United Nations and the Government of the Republic of Korea constituting an Agreement regarding arrangements to host the United Nations Conference on Disarmament and Non-proliferation Issues, to be held on Jeju Island from 3 to 5 December 2002. Signed at New York on 29 November and 2 December 2002²⁷

I

LETTER FROM THE UNITED NATIONS

29 November 2002

Excellency,

I have the honour to refer to your note verbale of 14 March 2002, in which the Government of the Republic of Korea (hereinafter “the Government”) expressed its intent to host the United Nations International Conference on Disarmament and Non-proliferation Issues (hereinafter “the Conference”) which will be held at the Shilla Hotel, Jeju Island, Republic of Korea, from 3 to 5 December 2002.

The United Nations, represented by the Department for Disarmament Affairs through its Regional Centre for Peace and Disarmament in Asia and the Pacific (hereinafter “the United Nations”), which will organize the Conference in cooperation with the Government, would like to take this opportunity to tender its gratitude to the Government for its offer to host the Conference.

It is understood that approximately 30 participants, including government experts mostly from the Asian-Pacific region and four officials of the United Nations in various capacities, are attending the Conference.

It is also understood that arrangements concerning the practical aspects relating to the organization of the Conference have been made with the Government.

With respect to the Conference, and without prejudice to discussions between the United Nations and the Government concerning general arrangements for the holding of United Nations meetings in the Republic of Korea, I have the honour to propose the following:

1. *Privileges and immunities*

(a) The Convention on the Privileges and Immunities of the United Nations approved by the General Assembly on 13 February 1946 (hereinafter “the Convention”), to which the Republic of Korea is a party, will be applicable with respect to the Conference. In particular, the representatives of States participating in the Conference shall enjoy the privileges and immunities provided under article IV of the Convention. Above-mentioned officials of the United Nations participating in or performing functions in

connection with the Conference will enjoy the privileges and immunities provided under articles V and VII of the Convention and any experts on mission for the United Nations in connection with the Conference will enjoy the privileges and immunities provided under articles VI and VII of the Convention.

(b) Without prejudice to the provisions of the above-mentioned Convention, all participants and persons performing functions for the United Nations in connection with the Conference and officials of the United Nations will enjoy such other facilities as are necessary for the independent exercise of their functions in connection with the Conference.

(c) All participants and persons performing functions for the United Nations in connection with the Conference and the officials of the United Nations will be permitted to enter into and exit from the Republic of Korea, and be granted visas and entry and exit permits, where required, free of charge and as promptly as possible.

2. Police protection and tranquillity of premises

It is expected that the Government will provide such police protection as is required to ensure the efficient functioning of the Conference in an atmosphere of security and tranquillity and free from interference of any kind. While such police services will be under the direct supervision and control of a senior officer provided by the Government, this officer will work in close cooperation with a designated senior official of the United Nations.

3. Liability and indemnification

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

(a) Injury to persons or damage to or loss of property in the conference or office premises provided for the Conference;

(b) Injury to persons or damage to or loss of property caused by or incurred in using the transportation provided or arranged by the Government; and

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

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

4. Settlement of disputes

Any dispute between the United Nations and the Government concerning the interpretation or application of the present arrangements will

be settled by negotiation or by other means to be agreed upon by the United Nations and the Government.

I should be grateful if you would let me know at your earliest convenience whether your Government has any objections to the foregoing arrangements.

(Signed) Evgeniy GORKOVSKIY
Officer-in-Charge
Department for Disarmament Affairs

II

COMMUNICATION FROM THE PERMANENT MISSION OF THE REPUBLIC OF KOREA

The Permanent Mission of the Republic of Korea to the United Nations presents its compliments to the Secretariat of the United Nations, and with regard to the host country agreement for the Conference on Disarmament and Non-proliferation Issues to be held from 3 to 5 December 2002 on Jeju Island, Republic of Korea, would like to inform the latter that the Korean Government has accepted the proposals suggested in the letter dated 29 November 2002 to Ambassador Sun Joun-yung, Permanent Representative of the Republic of Korea, from Mr. Evgeniy Gorkovskiy, Officer-in-Charge of the Department for Disarmament Affairs.

2 December 2002
New York

- (t) Agreement between the United Nations and the Government of the Kingdom of Sweden for Restoration, Preservation and Long-term Archival Storage of the Film Material on United Nations Secretary-General Dag Hammarskjöld. Signed at New York on 19 December 2002²⁸

This Agreement is made by and between the United Nations, an international intergovernmental organization, hereinafter referred to as “the UN”, with its principal headquarters in New York, New York 10017, USA, and the Kingdom of Sweden, hereinafter referred to as “Sweden”. The UN and Sweden are hereinafter jointly referred to as “Parties” and each individually as “Party”.

WITNESSETH THAT:

Whereas the UN and Sweden wish to have the archival film material held in the UN archives relating to Mr. Dag Hammarskjöld’s tenure as Secretary-General of the United Nations from 1953 to 1961 restored, preserved and archived on a long-term basis under safe conditions;

Whereas Sweden represents that it possesses the requisite knowledge, skill, personnel, resources and experience and is ready, willing and able to restore, preserve and, under safe conditions, store the above-mentioned film material; and

Whereas the UN and Sweden undertake to work cooperatively for the purposes set out in this Agreement;

Now, therefore, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, the Parties hereto agree as follows:

Article 1

SCOPE OF AGREEMENT

1.1 The United Nations shall make available to Sweden, free of charge, the film material currently held in the United Nations archives on Mr. Dag Hammarskjöld, relating to his tenure as Secretary-General of the United Nations from 1953 to 1961, as listed in annex A to this Agreement, or any additional material listed under article 5.2 hereunder, hereinafter “the Film Material”, for restoration, preservation and long-term archival storage.

1.2 Sweden shall be responsible for the restoration, preservation and long-term archival storage of the Film Material at no cost to the United Nations.

1.3 After completion of the restoration, the original Film Material shall be stored in containers clearly labelled as United Nations property for preservation and long-term archival storage under the control and custody of Sweden in the “Dag Hammarskjöld United Nations Archives” to be established in Sweden. The “Dag Hammarskjöld United Nations Archives” shall be equipped with an optimal climate-controlled storage facility.

1.4 Without prejudice to article 1.3, the ownership, including all proprietary rights, to the Film Material shall remain with the United Nations.

Article 2

GENERAL RESPONSIBILITIES OF THE PARTIES

2.1 The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement.

2.2 Each Party shall designate, in writing, to the other Party, a high-ranking official to act as the overall coordinator of the activities undertaken pursuant to this Agreement. Such an official shall be responsible for contacts with the other Party on operational matters and act as the focal point for liaison. Any change in such designation shall be notified, in writing, to the other Party.

2.3 The Parties shall keep each other informed of all activities pertaining to this Agreement and shall consult as circumstances arise that may have a bearing on the status of either Party.

2.4 Sweden shall provide to the United Nations annual status reports, in writing, on its activities concerning restoration and preservation of the Film Material.

Article 3

TERMS OF AGREEMENT

3.1 *Funding*

Sweden shall finance the activities to be undertaken by Sweden under this Agreement. The funding shall cover (1) the transport of the Film Material to the restoration site in Sweden from the UN archives at UN Headquarters in New York; (2) the restoration works; and (3) the subsequent preservation and long-term archival storage of the original Film Material in the “Dag Hammarskjöld UN Archives” to be established in Sweden as set forth above.

3.2 *Copyright*

3.2.1 The UN retains the copyright for film and television or other visual media of the Film Material made available to Sweden under this Agreement.

3.2.2 By virtue of this Agreement, the UN does not assign, transfer or otherwise grant any copyright or any other intellectual or property rights that the UN may have in the Film Material.

3.3 *Usage rights*

3.3.1 Any future use of the Film Material, including for film or television or other visual media, shall be subject to prior written approval and financial arrangement obtained from the UN. The UN retains the right to consult, as appropriate, with Mr. Dag Hammarskjöld’s family prior to such approval.

3.3.2 Without prejudice to article 3.3.1, and without prior approval from the UN and free of charge or royalty, Sweden is authorized to make the Film Material available for research and study purposes relevant to the life and times of Mr. Dag Hammarskjöld in accordance with relevant Swedish legislation relating to official archives.

3.3.3 The UN shall be provided with a courtesy credit no less prominent than that given to any other provider of similar materials as the Film Material.

3.3.4 The name and emblem of the UN may only be used in direct connection with the activities related to this Agreement and subject to the prior written consent of the UN.

3.4 *Replicate digital videotapes*

After completion of the restoration, Sweden shall make available to the UN a clearly labelled replicate digital videotape version of the restored Film Material at no cost to the UN.

3.5 *Database records*

Sweden shall make the classified and indexed records of the restored Film Material available to the UN at no cost to the UN. These records shall be provided in English in hard copies and in an electronic format.

Article 4

MODALITIES OF TRANSFER

4.1 *Verification of tape back-ups of key historical material*

The UN shall inspect the Film Material and identify those that already have videotape back-ups. In cases where there is no videotape back-up, and both the UN and Sweden deem that the footage is of crucial historical value, Sweden shall transfer such film to videotape, at no cost to the UN, before the original Film Material is released to Sweden.

4.2 *Shipment*

4.2.1 Sweden shall be responsible for all shipping expenses and for any loss of or damage to the Film Material after it is made available to Sweden for restoration from the UN archives at its principal Headquarters in New York.

4.2.2 In order to minimize any loss or damage to the Film Material, and any additional material that may be made available to Sweden for restoration, the Film Material shall be shipped in several consignments as agreed upon by the UN and Sweden.

Article 5

ADDITIONAL MATERIALS

5.1 *Inspection of available records*

In addition to making the Film Material available to Sweden for restoration, preservation and long-term archival storage, the UN will provide an opportunity to Sweden to inspect, as appropriate, other available UN archival records such as index cards, files, audio material and photographs relating to Mr. Dag Hammarskjöld's tenure as Secretary-General of the UN.

5.2 *List of material transferred*

If, in addition to the Film Material, any additional material such as audio recordings and photographs from the UN archives is made available to Sweden for restoration, preservation and long-term archival storage, the

Parties will jointly prepare a detailed list of any such material before it is made available to Sweden.

Article 6

PRIVILEGES AND IMMUNITIES

Except as otherwise expressly provided in this Agreement, nothing in this Agreement shall be deemed a waiver of any of the privileges and immunities of the UN.

Article 7

SETTLEMENT OF DISPUTES

Any dispute between the UN and Sweden 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 dispute.

Article 8

NOTICES

Unless otherwise specified in the Agreement, all notices and other communications required or contemplated under this Agreement shall be given in writing and addressed and delivered to the Party for whom intended at the address shown below or such other address as the intended recipient may from time to time designate by written notice:

If to the UN:

Under-Secretary-General for Communications and
Public Information
S-1027A
United Nations
New York, New York 10017

If to Sweden:

Ambassador
Permanent Mission of Sweden to the United Nations
885 Second Avenue, 46th floor
New York, New York 10017

Article 9

AMENDMENTS

The Agreement or its annex may be modified or amended only by written agreement between the Parties.

Article 10

TERMINATION

The Parties recognize that the successful restoration and preservation of the Film Material is of paramount importance. Should circumstance arise which would inhibit successful completion of the restoration and preservation of the Film Material, the Parties shall consult with each other and seek to rectify the circumstances. If the situation cannot be rectified, either Party may terminate this Agreement by written notice to the other Party. This Agreement shall cease to be in force six months from the date of such notice.

Article 11

ENTRY INTO FORCE

The term of this Agreement shall commence on the signing of this Agreement.

IN WITNESS WHEREOF, the Parties, acting through their duly authorized representatives, have caused the Agreement to be executed in their respective names on the date written below.

For the United Nations:
[Signature]
Shashi THAROOR
*Under-Secretary-General
for Communications and
Public Information*
19 December 2002

For the Kingdom of Sweden:
[Signature]
Pierre SCHORI
*Ambassador
Permanent Representative
of Sweden to the United Nations*
19 December 2002

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

1. CONVENTION ON THE PRIVILEGES AND IMMUNITIES OF THE SPECIALIZED AGENCIES.²⁹ APPROVED BY THE GENERAL ASSEMBLY OF THE UNITED NATIONS ON 21 NOVEMBER 1947

In 2002, the following State acceded to the Convention in respect of the specialized agencies indicated below:

<i>State</i>	<i>Date of receipt of instrument of accession or succession</i>	<i>Specialized agencies</i>
South Africa	30 August 2002	ILO, FAO (Second Revised Text), ICAO, UNESCO, IMF, IBRD, WHO (Third Revised Text), UPU, ITU, WMO, IMO (Revised Text), IFC, IDA, WIPO, IFAD, UNIDO

As at 31 December 2002, 108 States were parties to the Convention.³⁰

2. INTERNATIONAL LABOUR ORGANIZATION

(a) Agreement between the Organisation internationale de la francophonie and the International Labour Organization. Signed at Geneva on 13 February 2001

The Organisation internationale de la francophonie (OIF) in Paris (hereinafter referred to as “the OIF”), represented by the Secretary-General, and the International Labour Organization (ILO) in Geneva (hereinafter referred to as “the ILO”), represented by the Director-General;

Considering that the objectives of the OIF include those of helping to prevent conflicts, supporting the rule of law and human rights, bringing peoples closer together through mutual knowledge and strengthening their solidarity through multilateral cooperation with a view to promoting the growth of their economies, with respect for the sovereignty, languages and cultures of different States;

Considering also that the fundamental goal of the ILO is to promote justice, social progress and access to employment, specifically through the development of international standards, technical cooperation programmes and research activities, with a view to achieving material progress and spiritual fulfilment for all people in conditions of freedom and dignity, economic security and equality of opportunity;

Considering, furthermore, the many member countries and areas of activity which the OIF and ILO have in common;

Valuing institutional dialogue between Governments and representatives of civil society in their respective bodies;

Recalling the institutional relations that have existed for many years between the two organizations;

Convinced of the importance of linguistic diversity as a factor in development and peace and as a key element in multilateralism and international democracy;

Desirous of continuing and strengthening their collaboration in order to enhance the effectiveness of their respective activities and better achieve their common objectives for the benefit of their members;

Agree to direct and harmonize their efforts to ensure reciprocal information, consultation and cooperation in accordance with the following provisions.

Article I

RECIPROCAL INFORMATION

Subject to any provisions that may be needed to safeguard the confidentiality of certain documents, the OIF and ILO shall regularly exchange information, publications and any documents on matters of common interest, so as to promote the development of their activities. The practical means of organizing such exchanges shall be determined by the two parties jointly.

Article II

RECIPROCAL INVITATIONS

The parties shall invite one another to appoint representatives at meetings and conferences of common interest where the relevant regulations provide for the attendance of such representatives. To that end, each of the parties shall inform the other in advance of its schedule of meetings and of the nature of those meetings.

Article III

CONSULTATION

1. A joint committee may be established to administer the application of the present Agreement. Its members in that case shall be appointed

by the Secretary-General of the OIF and the Director-General of the ILO. The practical organization of the committee's meetings and the content of its discussions shall be defined jointly by the parties.

2. The OIF shall inform the ILO of any of its projects relating to common objectives for which it desires the ILO's cooperation. Similarly, the ILO shall inform the OIF of any of its projects relating to common objectives for which it desires the cooperation of the OIF.

Article IV

COOPERATION

1. As part of their respective programmes, the ILO and OIF may agree to formulate and implement joint collaborative activities, in particular in the following areas:

- The social dimension of globalization, within the framework of a comprehensive social and economic development strategy in which economic and social policies are mutually reinforcing with the aim of combating poverty and bringing about broadly based and sustainable development based on respect for the fundamental rights at work, promotion of access to employment and income, improvement and expansion of social protection, and strengthening of social dialogue;
- The promotion of the ILO Declaration on Fundamental Principles and Rights at Work, namely freedom of association and effective recognition of the right of collective bargaining, the elimination of all forms of forced or compulsory labour, the effective abolition of child labour, the elimination of discrimination in employment and occupation—and of its follow-up, and the study, promotion and application of international labour standards;
- Integration of young people at work, in particular through the development of vocational training and support to the creation and management of small and microenterprises and cooperatives;
- Promotion of equal opportunities for men and women in the world of work, in particular through vocational training;
- Strengthening of the training capacities of the Écoles nationales d'administration and the regional labour administration centres, especially in Africa, making use in particular of distance training tools and new information technologies;
- Strengthening of the capacity of management training schools with a view to promoting cooperation between enterprises;
- Harnessing of new information technologies, such as the Internet, by vocational training providers, through a programme to introduce multipurpose cybercentres;
- Promotion of cultural diversity and of the French language in the various spheres of activity of the ILO and OIF.

2. The development and implementation of joint activities in areas of common interest shall be the subject of special arrangements defining the practical, technical and financial modalities of participation of the parties, which shall be clearly defined.

3. Any minor and routine expenses arising from the implementation of the present Agreement shall be borne by each of the respective organizations. Any other obligation, activity or expenditure which either of the parties might wish to undertake under the present Agreement shall be the subject of consultations between the ILO and the OIF with a view to determining the availability of the necessary resources, the best way of sharing the cost burden and, if resources are not available, the best means of obtaining them.

Article V

IMPLEMENTING PROVISIONS

1. The Secretary-General of the OIF and the Director-General of the ILO shall consult one another as necessary on matters relating to the present Agreement. They may agree on additional administrative provisions for the purpose of implementing the present Agreement.

2. The present Agreement, having been approved in advance by the Governing Body of the ILO and by the competent bodies of the OIF, shall enter into force on the date on which it is signed by the authorized representatives of the parties.

3. The present Agreement shall not be amended except by formal agreement of both parties. Any such amendment shall enter into force three months after the date on which agreement is given.

4. Each of the parties may abrogate the present Agreement by giving prior notice in writing, six months in advance, to the other party. Denunciation of the present Agreement by one of the parties shall not in any way affect obligations previously entered into.

5. Each party shall apply the Agreement in accordance with its own rules and regulations and in accordance with any decisions by its competent bodies.

6. Any dispute regarding the interpretation or application of the present agreement shall be settled amicably by the parties.

IN WITNESS WHEREOF the representatives of the OIF and ILO have signed two copies of the Agreement in French, both copies being equally authoritative.

DONE at Geneva, 13 February 2001.

*For the Organisation
internationale de la francophonie:*
[Signature]
Boutros BOUTROS-GHALI
Secretary-General

*For the International Labour
Organization:*
[Signature]
Juan SOMAVIA
Director-General

- (b) Agreement between the United Nations and the International Labour Organization regarding the use and occupation of the premises at the International Training Centre of the International Labour Organization in Turin and the facilities and services thereof by the United Nations System Staff College. Signed on 30 January 2002³¹

Whereas the General Assembly of the United Nations has established the United Nations System Staff College (hereinafter referred to as “the Staff College”) in Turin,

Whereas the International Training Centre of the ILO (hereinafter referred to as “the Centre”) with the concurrence of the International Labour Organization and the City of Turin and within the framework of their Covenant of 29 July 1964 (hereinafter referred to as “the Covenant”), a copy of which is appended to the present Agreement,³² is willing to make a pavilion on its campus and related facilities available to the Staff College,

Now, therefore, the United Nations and the International Labour Organization hereby agree as follows:

Article 1

The Centre will permit the Staff College, under the terms set out below, to occupy and use, for the purposes of carrying out its functions, the premises in Pavilion T marked out in the attached plan³³ (hereinafter referred to as “the Premises”) and to share with the Centre certain facilities as indicated in the annex to this Agreement.³⁴ The Centre will permit the Staff College to occupy and use the rest of Pavilion “T” once the renovation work of the Centre has been completed.

Article 2

(a) The Staff College shall exercise good care in the use and occupation of the Premises.

(b) The Staff College shall, with respect to those Premises, assume the same obligations as those of the Centre set forth in articles 6 (b), 10, 12 and 14 of the Covenant.

(c) The Staff College shall maintain adequate insurance to cover liability to third parties (including the Centre) for injury, loss and damage resulting from its occupancy and use of the Premises referred to in article 1, attributable to the negligence or wilful misconduct on the part of its officials, employees, contractors, agents and visitors.

Article 3

With respect to the aforementioned Premises, the Staff College may, through the Centre and subject to the latter’s consent which may not be un-

reasonably withheld, exercise the rights given to the Centre under articles 4, 6 (a), 7 (c) and 8 and 10 to 13 of the Covenant.

Article 4

Minor routine repairs of the Premises referred to in article 1 above coming within the responsibilities of the Staff College, in accordance with article 2 of this Agreement read with article 6 (b) of the Covenant, shall be carried out by the Staff College or by the Centre, if so requested by the Staff College. In the latter case, the cost involved, increased by a 13 per cent management fee, shall be reimbursed to the Centre by the Staff College within thirty days of receipt of a monthly invoice.

(a) With respect to works to be carried out by the City of Turin in accordance with article 6 (a) of the Covenant, the Staff College may make specific requests to the Centre taking into account priorities established by the Centre after consultation with the Staff College. The Centre will forward the request to the City of Turin as part of the scheduled work to be carried out on the entire campus;

(b) Any construction and maintenance work to be performed for the Staff College, in the framework of article 4 of the Covenant, shall be carried out under the responsibility of the Centre in close consultation with the Staff College and assisted by a steering committee, following its establishment in accordance with separate arrangements to be concluded between the Staff College and the Centre;

(c) Any kind of new construction or any modification of the existing buildings, including any alteration whatsoever of the external appearance of the Premises, may be done only with the express consent of the Centre;

(d) Neither the Centre nor the ILO shall be liable for loss, damage or personal injury suffered by the Staff College or its officials that is attributable to structural or other defects resulting from any failure by the City of Turin to perform major repairs or normal protection works under article 6 (a) of the Covenant. In such event, the ILO shall represent the interests of the Staff College vis-à-vis the City of Turin.

Article 5

The rights of use and occupation of the aforementioned Premises are conferred on the Staff College (in respect of its officials, employees, contractors, agents and visitors) for its exclusive use in the performance of its mandate. They do not include the right to permit third parties to use the Premises and other facilities provided under this Agreement.

Article 6

The Staff College and the Centre shall carry out their respective activities in a spirit of mutual respect, avoiding any disturbances or unnecessary inconvenience to each other. Both parties commit themselves

to exercise the utmost diligence in keeping each other informed of their respective programmes and activities and in holding regular consultations on matters of mutual concern.

Article 7

The Staff College will meet all expenses arising from its use and occupation of the Premises as well as an equitable proportion of the actual expenses relating to the shared services and facilities. The annex to this Agreement sets out the methods by which the Staff College's contribution to the Centre's fixed costs (section 1) will be calculated, as well as the methods by which certain services rendered to the Staff College or shared with it will be provided by the Centre (section 2).

Article 8

(a) The Staff College shall—as agreed between it and the Centre—share such of the facilities available in the Centre that are necessary for conducting its activities. In this connection, the Centre and the Staff College shall coordinate their activities so as to avoid conflicting demands concerning the use of the Centre's facilities and services at any given time;

(b) Any internal regulations of the Staff College concerning conditions of access and use of the Premises shall be harmonized with those of the Centre;

(c) The Staff College shall pay to the Centre, at six-monthly intervals, an agreed amount corresponding to an estimate of the expenses due as contribution to the fixed costs of the Centre as described in section 1 of the annex to this Agreement;

(d) The ILO's external auditor shall review the above-mentioned amounts charged by the Centre to confirm that they represent an equitable proportion of the actual expenses and that they were calculated in accordance with the methods set out in section 1 of the annex to this Agreement. Such reviews shall be performed annually and the results reported to the Director of the Centre. A copy of the audit report shall be provided to the Director of the Staff College, together with a copy of the breakdown of amounts under each account heading used for the calculation of the share of fixed costs. Should the audit reveal any under- or overpayments, these should be adjusted in the following period;

(e) The additional services that the Centre will provide to the Staff College, as described in section 2 of the annex to this Agreement, will be payable by the Staff College within thirty days of receipt of a monthly invoice.

Article 9

Any dispute relating to the application or interpretation of the present Agreement or of any additional agreement (including arrangements re-

ferred to in article 4 (c) above) shall, if not settled by direct negotiation, be submitted to a board of three arbitrators, one appointed by the Director of the Centre, one by the Director of the Staff College and the Chairperson of the board, who shall be chosen by the other two arbitrators or—failing agreement—jointly by the United Nations Secretary-General and the ILO Director-General. The decision of the arbitrators shall be accepted by both parties as final and binding.

Article 10

Nothing in this Agreement:

(a) Shall be interpreted as derogating the Centre's right of permanent use and occupation of its premises set out in article 3 of the Covenant, including Pavilion "T", without prejudice to the rights expressly conferred on the United Nations or the Staff College by the present Agreement for so long as this Agreement remains in force;

(b) Shall be interpreted or applied in any way that would be incompatible with the Covenant.

Article 11

Any amendment to this Agreement shall be in writing and duly signed by the representatives of the United Nations and the ILO.

Article 12

This Agreement shall enter into force on 1 January 2002 and shall continue in force until the United Nations or the ILO gives the other party at least six (6) months' written notice of termination. The notice period may be reduced, by the United Nations or the ILO respectively, to three (3) months in the case of a serious or persistent breach of this Agreement by the Centre or the Staff College, respectively.

DONE in two original copies on 30 January 2002.

For the United Nations:
[Signature]
Patrizio CIVILI
*Assistant Secretary-General
for Policy Coordination and
Inter-Agency Affairs
United Nations*

*For the International Labour
Organization:*
[Signature]
François TRÉMEAUD
*Executive Director of the ILO
Director of the International
Training Centre in Turin*

(c) Agreement between the International Labour Organization and the Government of the Socialist Republic of Viet Nam on the establishment of an ILO office in Hanoi, Viet Nam.³⁵
Signed on 4 February 2002³⁶

The Government of the Socialist Republic of Viet Nam (hereinafter referred to as “the Government”) and the International Labour Organization (hereinafter referred to as “the ILO”), wishing to conclude an Agreement relating to the establishment of an ILO office in Hanoi, Viet Nam and setting forth the terms and conditions under which the said Office should operate, have agreed as follows:

DEFINITIONS

Article I

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

- (i) “ILO Office” means the ILO organizational unit in Viet Nam established by the ILO Director-General in accordance with this Agreement;
- (ii) “property, funds and assets” shall also include property and funds administered by ILO in the furtherance of its constitutional functions;
- (iii) “Head of the ILO Office” means the official in charge of the ILO Office;
- (iv) “ILO officials” means all members of the staff of ILO employed under the Staff Regulations of the ILO, with the exception of persons recruited locally who are assigned to hourly rates, as provided in General Assembly resolution 76 (1) of 7 December 1946;
- (v) “experts” and “internationally recruited officials” mean all persons, other than government nationals recruited locally, who are assigned by ILO to work in the Office or to execute projects or to perform special missions in a certain period of time;
- (vi) “dependants” includes spouse, dependent children and parents who are wholly dependent on the official, provided they are not engaged in any business, trade or occupation during their stay in Viet Nam;
- (vii) “Parties” means both the Government and ILO;
- (viii) “Party” implies either the Government or ILO.

FUNCTIONS OF THE OFFICE

Article II

1. The activities of the ILO Office in Hanoi, based on active partnership with its tripartite constituents of Viet Nam, namely the Government and the most representative organizations of the workers and employers, will be designed to respond to the needs expressed by the latter with respect to the realization of the country’s objectives in promotion of the prin-

ciples set out in the ILO Constitution and the activities of the Organization's programme of work.

2. In the performance of its functions, the Office shall cooperate with the governmental agencies—of which the Ministry of Labour, War Invalids and Social Affairs or the relevant ministry in charge of labour and employment will be the national contact point—and with the most representative organizations of the workers and employers recognized by the Government of Viet Nam in accordance with the principles underlying paragraph 5 of article 3 of the ILO Constitution.

PRIVILEGES AND IMMUNITIES

Article III

1. The Government shall grant to the ILO and ILO officials performing functions in Viet Nam, as well as its property, funds and assets, the privileges and immunities provided for in the Convention on the Privileges and Immunities of the Specialized Agencies.

2. The Government shall extend to the Head of the ILO Office in Hanoi the same treatment as accorded to heads of office of other international organizations of the United Nations system in Hanoi in accordance with the existing laws of Viet Nam.

3. Without prejudice to the provisions in paragraphs 1 and 2 of this article, the Government shall extend to internationally recruited ILO officials and experts assigned to the ILO Office in Hanoi, and their dependants, the same treatment as accorded generally to the international staff of corresponding rank and status of other international organizations of the United Nations system having offices in Viet Nam.

4. The head of the ILO Office shall be appointed by the ILO Director-General after consulting the Government. ILO shall communicate in due course to the Government the name of the appointed person.

5. With respect to official communications, including the right to dispatch and receive its mail by diplomatic pouch, and to all other matters related to the performance of its functions, the ILO Office in Hanoi shall enjoy treatment no less favourable than that accorded to the other international organizations of the United Nations system having offices in Hanoi.

6. The ILO Office in Hanoi will have such staff as the ILO may deem appropriate for its proper functioning. The ILO shall notify the Government, prior to their arrival and from time to time, of the names of the office's staff, their dependants, their work, and changes in the status of such persons during their stay in the Socialist Republic of Viet Nam.

7. Subject to its laws and regulations concerning zones entry into which is prohibited for reasons of national security, the Government shall ensure the free movement and travel in the Vietnamese territory by all officials of the ILO Office in Hanoi, and their dependants, and shall grant

them the same facilities as those accorded to officials of comparable rank or status in the other international organizations of the United Nations system having offices in Hanoi.

8. The locally recruited staff of the ILO Office in Hanoi shall be accorded the same treatment as that applicable to local staff of comparable status working for the offices of other international organizations of the United Nations system in Viet Nam.

9. All persons who are enjoying the privileges and immunities as provided for in this Agreement shall observe the laws and regulations of the Socialist Republic of Viet Nam. They shall not interfere in the internal affairs of the Socialist Republic of Viet Nam.

Article IV

The Government shall facilitate the entry into, residence in and departure from Viet Nam of all officials of the ILO Office in Hanoi and experts on projects executed or managed by the ILO within the territory of the Socialist Republic of Viet Nam, including their dependants.

Article V

1. The Government shall, to the best of its ability, try to extend every assistance to the ILO by identifying and recommending appropriate premises for the ILO Office in Hanoi as well as providing any other local services in conformity with the practices accorded to other international organizations of the United Nations system having offices in the Socialist Republic of Viet Nam.

2. The Diplomatic Service Department is designated by the Government as its representative in charge of supplying and recommending office headquarters for the ILO Office in Hanoi or residential space for the ILO international staff to rent and providing other local services as it has been doing in relation to the other international organizations of the United Nations system having offices in Hanoi.

OFFICE EXPENDITURE

Article VI

The ILO shall bear the cost of its Office in Hanoi, including all expenditure for leasing and maintaining the office, residential space, its running costs, vehicles, facilities and salary for the staff.

SETTLEMENT OF DISPUTES

Article VII

1. Any dispute between the Government and the ILO arising from 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 a Board of Arbitration at the request of either party. Each party shall appoint an arbitrator and the two arbitrators so appointed shall appoint a third,

who shall be the Chairman of the Arbitration Board. If within ninety days of the request for arbitration, either party has not appointed any arbitrator, or if within sixty days of the appointment of the two arbitrators, a third arbitrator has failed to have been appointed, either party may request the Secretary-General of the United Nations to appoint an arbitrator.

2. The procedures of the Arbitration Board shall be decided by the arbitrators and the expenses of the Board shall be borne by both 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.

GENERAL PROVISIONS

Article VIII

1. This Agreement shall enter into force upon receipt of the notification of the Government indicating that all internal procedures necessary for the Agreement's entry into force have been completed and shall continue to be valid until its termination in accordance with paragraph 3 of this article. However, this Agreement will be applied provisionally after its signature on behalf of both Parties, pending completion of the Government's internal procedures.

2. This Agreement may be amended upon agreement by both Parties. Such an amendment can be conducted through the exchange of diplomatic notes. Each Party to this Agreement shall give sympathetic consideration to any proposal for its amendment that may be made by the other Party.

3. Either Party may terminate this Agreement by giving written notice to that effect to the other Party. Termination shall take effect at the end of ninety days from the date when notice was received by the other Party or of such period as may be agreed between the Parties for permitting the orderly withdrawal of the ILO's personnel and property, funds and assets in Hanoi and of any other persons performing services on behalf of the ILO in the framework of this Agreement and of their funds and equipment.

IN WITNESS WHEREOF, the authorized representatives of both Parties have signed this Agreement. This Agreement has been done in Hanoi on this 4th day of February 2002, in the Vietnamese and English languages, both texts being equally authentic.

*For and on behalf of the
International Labour Organization:
[Signature]
Y. NODERA
Regional Director
for Asia and the Pacific*

*For and on behalf of
the Government of
the Socialist Republic of Viet Nam:
[Signature]
DINH THI MINH HUYEN
Director,
Department of
International Organizations
Ministry for Foreign Affairs*

3. WORLD HEALTH ORGANIZATION

- (a) Agreement between the Kingdom of Belgium and the World Health Organization concerning the establishment in Belgium of a liaison office of that Organization.³⁷ Signed at Brussels on 6 January 1999

The Kingdom of Belgium (hereinafter called “Belgium”) and the World Health Organization (hereinafter called “WHO”),

Whereas the World Health Organization has opened a liaison office in Brussels (hereinafter called “the WHO Office”);

Whereas special arrangements must be made in respect of the privileges and immunities accorded to the Office in Brussels on Belgian territory;

Desiring to conclude to this effect a supplementary agreement to the Convention on the Privileges and Immunities of the Specialized Agencies including its annex VII concerning the World Health Organization (hereinafter called “the Convention”), to which Belgium acceded on 14 March 1962;

Have agreed as follows:

Article 1

1. The Director of the WHO Office shall enjoy the privileges accorded to members of the diplomatic staff of diplomatic missions. The spouse and minor dependent children of the Director who form part of his household shall enjoy the same benefits as the spouses and minor dependent children of diplomatic staff.

2. Without prejudice to article VI, section 19, of the Convention, the provisions of paragraph 1 above shall not apply to Belgian nationals.

Article 2

The Belgian Government shall facilitate the entry into and residence in Belgium, and departure from that country, of persons invited to visit the WHO Office for official purposes.

Article 3

1. Belgium and WHO shall declare their joint intention of promoting a high level of social protection for Belgian nationals and permanent residents in Belgium, on the one hand, and members of the staff of WHO, on the other.

2. Belgium shall ensure that its nationals, permanent residents and all workers present in its territory are able effectively to exercise the fun-

damental rights listed in the Community Charter of Fundamental Social Rights for Workers, done at Strasbourg in 1989, and the European Social Charter and the Additional Protocol thereto, done at Turin in 1961.

3. WHO shall ensure that each of the members of its staff is able effectively to exercise his fundamental social rights.

4. On the basis of a joint assessment of their respective social protection and social security systems, the signatory parties agree to ensure that the social security scheme applicable to members of the WHO staff guarantees them a minimum level of social protection equivalent to that provided by the Belgian social security system.

5. In the light of the outcome of the assessment referred to in the previous paragraph, members of the WHO staff, other than Belgian nationals and permanent residents in Belgium, who do not exercise any gainful activity in Belgium other than that required by their duties, shall be covered by the social security scheme applicable to the staff of that Organization, subject to the following conditions:

(a) The social security scheme applicable to WHO staff shall recognize the principles of Belgian legislation in respect of the protection of personal data and medical ethics (freedom of choice of the patient, freedom of the health-care provider to decide on treatment, medical confidentiality);

(b) Belgium and WHO shall recognize the uniformity of their social security system and scheme.

6. By way of derogation from the provisions of paragraph 5, and subject to the rules referred to in the declaration annexed to the present Agreement, Belgium and WHO shall ensure that Belgian nationals and permanent residents in Belgium who are members of the staff of the WHO Office in Belgium are covered by the social security scheme applicable to WHO staff, in accordance with the conditions laid down in paragraph 5.

Article 4

Each of the Parties shall notify the other Party of the completion of the procedures required by its legislation for the entry into force of the present Agreement.

IN WITNESS WHEREOF, the Plenipotentiaries have signed this Agreement.

DONE at Brussels, on 6 January 1999, in duplicate in the French language.

Joint Declaration annexed to article 3 of the Agreement between the Kingdom of Belgium and the World Health Organization concerning the establishment in Belgium of a liaison office of that Organization

For the application of article 3 of the Agreement between the Kingdom of Belgium and the World Health Organization concerning the establishment in Belgium of a liaison office of that Organization and the present Joint Declaration, the signatory parties have agreed as follows:

Article 1

DEFINITIONS

“Permanent resident in Belgium” means any person registered for more than six months in the Belgian national register of natural persons.

“Minimum level of equivalent social protection” means a system of social protection which does not provide the range and level of cover provided by the Belgian social security system in respect of unemployment or disability benefits.

Article 2

The derogation referred to in article 3, paragraph 6, of the Agreement between the Kingdom of Belgium and the World Health Organization concerning the establishment in Belgium of a liaison office of that Organization shall continue to apply as long as the results of the assessment mentioned in article 3, paragraph 4, of the said draft agreement ensure that staff members of WHO enjoy a minimum level of social protection equivalent to that provided by the Belgian social security system.

Article 3

Within the framework of the implementation of article 3 of the Agreement between the Kingdom of Belgium and the World Health Organization concerning the establishment in Belgium of a liaison office of that Organization and article 2 of this Joint Declaration, the signatory parties undertake to cooperate closely by exchanging information in the event of significant changes in their respective social security systems which could reduce the range and level of social protection provided for their policyholders.

Every five years, from the date of signature of the above-mentioned Agreement, the signatory parties shall draw up a joint report evaluating their cooperation in this field. The report shall establish whether the condition laid down in article 2 continues to apply.

- (b) Framework Agreement on Cooperation between the World Health Organization and the Government of the Kingdom of Spain. Signed at Madrid on 12 September 2001³⁸

Preamble

The Kingdom of Spain (Spain) and the World Health Organization (WHO), hereinafter designated as “The Parties”;

Taking into consideration their mutual interest in promoting health throughout the world and the reciprocal benefits to be derived from their joint cooperation to this end;

Convinced of the importance of establishing mechanisms to contribute to the attainment of this objective;

Have decided to conclude the following Agreement:

Article I

PURPOSE OF THE AGREEMENT

1. The purpose of the Agreement is to further relations between Spain and the Organization in relation to health programmes, projects and activities that are financed by Spain from funding sources other than Spain's assessed contribution to WHO.
2. The Parties undertake to develop and implement, by mutual agreement, health programmes, projects and activities in conformity with WHO's mandate, the decisions of the World Health Assembly and the spirit of the present Framework Agreement.
3. The Parties may, if they deem it necessary, conclude additional agreements relating to cooperation in the field of health.
4. This Framework Agreement shall cover all programmes, projects and activities in the field of public health that are supported by Spain from funding sources other than Spain's assessed contribution to WHO, and that are carried out by WHO in its member States, including Spain, if appropriate.

Article II

JOINT COMMITTEE

1. Both Parties agree to establish a Joint Committee to review cooperation between Spain and WHO in relation to the planning, implementation and evaluation of the programmes, projects and activities mentioned in article I, paragraph 4. In WHO terminology, the Committee will be referred to as the Annual Review Meeting (ARM).
2. The Joint Committee shall review the implementation of the previously agreed upon programmes, projects and activities and shall recommend the appropriate modifications and adjustments. It may also recommend new cooperative programmes, projects and activities, which may be established by the Parties through separate agreements pursuant to article I, paragraph 3, of the present Framework Agreement.
3. The Parties shall be represented equally on the Joint Committee. It shall be chaired alternately by the Chairperson of the delegations of each Party.

For Spain, the Ministry for Foreign Affairs will lead the corresponding delegation, in close collaboration with the Ministry of Health and Consumer Affairs.

For WHO, the Director-General or his/her representative will lead the WHO delegation in close collaboration with the WHO Regional Office for Europe (EURO).

4. The Joint Committee shall meet annually, alternately in Spain and in Switzerland.

Article III

FUNDING

Any programmes, projects or activities resulting from this Agreement shall be funded, as regards that portion for which Spain is responsible, from funding sources other than Spain's assessed contribution to WHO.

Article IV

PRIVILEGES AND IMMUNITIES

1. Spain shall, as appropriate in the implementation of the present Agreement, apply the Convention on the Privileges and Immunities of the Specialized Agencies of 21 November 1947, to which it acceded with respect to the World Health Organization on 26 September 1974, to WHO as well as its property, funds, assets, officials and experts.

2. If the nature of the WHO presence in Spain so requires, a specific "*accord de siège*" shall be negotiated and concluded between WHO and Spain.

Article V

SETTLEMENT OF DISPUTES

Any dispute over the interpretation or application of the present Agreement shall be resolved amicably by consultation and negotiation between the Parties.

Article VI

AMENDMENTS

1. The present Agreement may be amended with the written consent of the Parties, at the request of either of them.

2. Any amendments shall enter into force on the date of receipt of the latest notification by one of the Parties to the other that it has fulfilled the corresponding legal and procedural requirements.

Article VII

DENUNCIATION

Either Party may denounce this Agreement by sending written notification of its decision to the other Party. The denunciation shall take effect after a period of six months from the date of receipt by the other Party of notification of the denunciation.

Article VIII

DURATION

This Agreement shall remain in force for an indefinite period.

Article IX

ENTRY INTO FORCE

This Agreement shall enter into force on the date of receipt of the latest notification by one of the Parties to the other that it has fulfilled the corresponding legal and procedural requirements.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of the Parties, have signed this Agreement in two copies each in the Spanish and English languages, both versions being equally authentic.

SIGNED in Madrid on the 12th day of September 2001.

For the Kingdom of Spain:

[Signature]

Celia VILLALOBOS TALERO

Minister of Health and

Consumer Affairs

For the World Health Organization:

[Signature]

Gro HARLEM BRUNDTLAND

Director-General

- (c) Basic Agreement between the World Health Organization and the Government of the Democratic Republic of East Timor for the establishment of technical advisory cooperation relations. Signed at Dili on 20 May 2002³⁹

The World Health Organization (hereinafter referred to as “the Organization”) and the Government of the Democratic Republic of East Timor (hereinafter referred to as “the Government”),

Desiring to give effect to the resolutions and decisions of the United Nations and of the Organization relating to technical advisory cooperation, and to obtain mutual agreement concerning the purpose and scope of each project and the responsibilities which shall be assumed and the services which shall be provided by the Government and the Organization,

Declaring that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation,

Have agreed as follows:

Article I

ESTABLISHMENT OF TECHNICAL ADVISORY COOPERATION

1. The Organization shall establish technical advisory cooperation with the Government, subject to budgetary limitation or the availability of the necessary funds. The Organization and the Government shall cooperate in arranging, on the basis of the requests received from the Government and approved by the Organization, mutually agreeable plans of operation for the carrying out of the technical advisory cooperation.

2. Such technical advisory cooperation shall be established in accordance with the relevant resolutions and decisions of the World Health Assembly, the Executive Board and other organs of the Organization.

3. Such technical advisory cooperation may consist of:

(a) Making available the services of advisers/consultants in order to render advice and cooperate with the Government or with other parties;

(b) Organizing and conducting seminars, training programmes, demonstration projects, expert working groups and related activities in such places as may be mutually agreed;

(c) Awarding scholarships and fellowships or making other arrangements under which candidates nominated by the Government and approved by the Organization shall study or receive training outside the country;

(d) Preparing and executing pilot projects, tests, experiments or research in such places as may be mutually agreed upon;

(e) Carrying out any other form of technical advisory cooperation which may be agreed upon by the Organization and the Government.

4. (a) Advisers/consultants who are to render advice to and cooperate with the Government or with other parties shall be selected by the Organization in consultation with the Government. They shall be responsible to the Organization;

(b) In the performance of their duties, the advisers/consultants shall act in close consultation with the Government and with persons or bodies so authorized by the Government, and shall comply with instructions from the Government as may be appropriate to the nature of their duties and the cooperation in view and as may be mutually agreed upon between the Organization and the Government;

(c) The advisers/consultants shall, in the course of their advisory work, make every effort to instruct any technical staff of the Government, may associate with them in their professional methods, techniques and practices, and in the principles on which these are based;

(d) Any technical equipment or supplies which may be furnished by the Organization shall remain its property unless and until such time as title may be transferred in accordance with the policies determined by the World Health Assembly and existing at the date of transfer;

(e) The Government shall be responsible for dealing with any claims which may be brought by third parties against the Organization and its advisers, agents and employees and shall hold harmless the Organization and its advisers, agents and employees in case of any claims or liabilities resulting from operations under this Agreement, except where it is agreed by the Government and the Organization that such claims or liabilities arise from the gross negligence or wilful misconduct of such advisers, agents or employees.

Article II

PARTICIPATION OF THE GOVERNMENT IN TECHNICAL ADVISORY COOPERATION

1. The Government shall do everything in its power to ensure the effective development of the technical advisory cooperation.

2. The Government and the Organization shall consult together regarding publication, as appropriate, of any findings and reports of advisers/consultants that may prove of benefit to other countries and to the Organization.

3. The Government shall actively collaborate with the Organization in the furnishing and compilation of findings, data, statistics and such other information as will enable the Organization to analyse and evaluate the results of the programmes of technical advisory cooperation.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANIZATION

1. The Organization shall defray, in full or in part, as may be mutually agreed upon, the costs necessary to the technical advisory cooperation which are payable outside the country, as follows:

(a) The salaries and subsistence (including duty travel and per diem) of the advisers/consultants;

(b) The costs of transportation of the advisers/consultants during their travel to and from the point of entry into the country;

(c) The cost of any other travel outside the country;

(d) Insurance of the advisers/consultants;

(e) Purchase and transport to and from the point of entry into the country of any equipment or supplies provided by the Organization;

(f) Any other expenses outside the country approved by the Organization.

2. The Organization shall defray such expenses in local currency as are not covered by the Government pursuant to article IV, paragraph 1, of this Agreement.

3. The Organization shall be free to hire local staff directly from the labour market. Appointments and dismissal of the officials of the Organization shall be governed by the regulations, rules and policies of the Organization.

Article IV

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government shall contribute to the cost of technical advisory cooperation by paying for, or directly furnishing, the following facilities and services:

(a) Local personnel services, technical and administrative, including the necessary local interpreters-cum-translators and related assistance;

(b) The necessary office space and other premises;

- (c) Postage and telecommunications for official purposes;
- (d) Facilities for receiving medical care and hospitalization by international personnel.

2. The Government shall defray such portion of the expenses to be paid outside the country as are not covered by the Organization, and as may be mutually agreed upon.

3. In appropriate cases, the Government shall put at the disposal of the Organization such labour, equipment, supplies and other services or property as may be needed for the execution of its work and as may be mutually agreed upon.

Article V

FACILITIES, PRIVILEGES AND IMMUNITIES

1. The Government shall apply to the Organization, its staff, funds, properties and assets the appropriate provisions of the Convention on the Privileges and Immunities of the Specialized Agencies.

2. Staff of the Organization, including advisers/consultants engaged by it as members of the staff assigned to carry out the purposes of this Agreement, shall be deemed to be officials within the meaning of the above Convention, and shall enjoy the privileges and immunities provided for in section 19 of the Convention. The WHO Representative appointed to East Timor shall be afforded the treatment provided for under section 21 of the said Convention. The relevant provisions of the Convention will apply to the spouses and dependants of officials.

3. It is understood that no action shall be brought against the Organization by the Government or persons acting for or deriving claims from Government. In addition to the obligation undertaken by the Government pursuant to article I, paragraph 6, of the present Agreement, the Government agrees to assert and to protect, on behalf of the Organization, the Organization's immunities whenever those immunities are challenged.

Article VI

1. This Basic Agreement shall enter into force upon signature by the duly authorized representatives of the Organization and of the Government.

2. This Basic Agreement may be modified by agreement between the Organization and the Government, each of which shall give full and sympathetic consideration to any request by the other for such modification.

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

IN WITNESS WHEREOF, the undersigned, duly appointed representatives of the Organization and the Government respectively, have, on behalf of the Parties, signed the present Agreement.

DONE in the English language, in three copies, at Dili on this 20 of May 2002.

For the World Health Organization:
[Signature]
Uton Muchtar RAFEI
Regional Director
South-East Asia Region

For the Government of the
Democratic Republic of East Timor:
Jose RAMOS HORTA
Senior Minister for Foreign
Affairs and Cooperation

4. INTERNATIONAL ATOMIC ENERGY AGENCY

Agreement between the International Atomic Energy Agency and the Government of the Republic of Yemen for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons. Signed at Vienna on 21 September 2000⁴⁰

Whereas the Republic of Yemen (hereinafter referred to as “Yemen”) is a party to the Treaty on the Non-Proliferation of Nuclear Weapons (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 safeguards 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 to 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, Yemen and the Agency have agreed as follows:

PART I

BASIC UNDERTAKING

Article 1

Yemen 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.

APPLICATION OF SAFEGUARDS

Article 2

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 Yemen, 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.

COOPERATION BETWEEN YEMEN AND THE AGENCY

Article 3

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

IMPLEMENTATION OF SAFEGUARDS

Article 4

The safeguards provided for in this Agreement shall be implemented in a manner designed:

(a) To avoid hampering the economic and technological development of Yemen or international cooperation in the field of peaceful nuclear activities, including international exchange of nuclear material;

(b) To avoid undue interference in Yemen’s peaceful nuclear activities, and in particular in the operation of facilities; and

(c) To be consistent with prudent management practices required for the economic and safe conduct of nuclear activities.

Article 5

(a) The Agency shall take every precaution to protect commercial and industrial secrets and other confidential information coming to its knowledge in the implementation of this Agreement;

- (b) (i) The Agency shall not publish or communicate to any State, organization or person any information obtained by it in connection with the implementation of this Agreement, except that specific information relating to the implementation thereof may be given to the Board of Governors of the Agency (hereinafter referred to as “the Board”) and to such Agency staff members as require such knowledge by reason of their official duties in connection with safeguards, but only to the extent necessary for the Agency to fulfil its responsibilities in implementing this Agreement;
- (ii) Summarized information on nuclear material subject to safeguards under this Agreement may be published upon decision of the Board if the States directly concerned agree thereto.

Article 6

(a) The Agency shall, in implementing safeguards pursuant to this Agreement, take full account of technological developments in the field of safeguards, and shall make every effort to ensure optimum cost-effectiveness and the application of the principle of safeguarding effectively the flow of nuclear material subject to safeguards under this Agreement by use of instruments and other techniques at certain strategic points to the extent that present or future technology permits;

(b) In order to ensure optimum cost-effectiveness, use shall be made, for example, of such means as:

- (i) Containment as a means of defining material balance areas for accounting purposes;
- (ii) Statistical techniques and random sampling in evaluating the flow of nuclear materials; and
- (iii) Concentration of verification procedures on those stages in the nuclear fuel cycle involving the production, processing, use or storage of nuclear material from which nuclear weapons or other nuclear explosive devices could readily be made, and minimization of verification procedures in respect of other nuclear material, on condition that this does not hamper the Agency in applying safeguards under this Agreement.

NATIONAL SYSTEM OF MATERIALS CONTROL

Article 7

(a) Yemen shall establish and maintain a system of accounting for and control of all nuclear material subject to safeguards under this Agreement;

(b) The Agency shall apply safeguards in such a manner as to enable it to verify, in ascertaining that there has been no diversion of nuclear material from peaceful uses to nuclear weapons or other nuclear explosive devices, findings of Yemen's system. The Agency's verification shall include, inter alia, independent measurements and observations conducted by the Agency in accordance with the procedures specified in Part II of this Agreement. The Agency, in its verification, shall take due account of the technical effectiveness of Yemen's system.

PROVISION OF INFORMATION TO THE AGENCY

Article 8

(a) In order to ensure the effective implementation of safeguards under this Agreement, Yemen 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 Yemen so requests, the Agency shall be prepared to examine on premises of Yemen design information which Yemen 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 Yemen.

AGENCY INSPECTORS

Article 9

(a) (i) The Agency shall secure the consent of Yemen to the designation of Agency inspectors to Yemen;

(ii) If Yemen, 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 Yemen an alternative designation or designations;

(iii) If, as a result of the repeated refusal of Yemen 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) Yemen 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 Yemen 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.

PRIVILEGES AND IMMUNITIES

Article 10

Yemen 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.

TERMINATION OF SAFEGUARDS

Article 11

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 practicably irrecoverable.

Article 12

Transfer of nuclear material out of Yemen

Yemen shall give the Agency advance notification of intended transfers of nuclear material subject to safeguards under this Agreement out of Yemen, 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 therefore, 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,

Yemen shall agree with the Agency, before the material is so used, on the circumstances under which the safeguards on such material may be terminated.

NON-APPLICATION OF SAFEGUARDS TO NUCLEAR MATERIAL
TO BE USED IN NON-PEACEFUL ACTIVITIES

Article 14

If Yemen intends to exercise its discretion to use nuclear material which is required to be safeguarded under this Agreement in a nuclear activity which does not require the application of safeguards under this Agreement, the following procedures shall apply:

- (a) Yemen shall inform the Agency of the activity, making it clear:
 - (i) That the use of the nuclear material in a non-proscribed military activity will not be in conflict with an undertaking Yemen may have given and in respect of which Agency safeguards apply, that the material will be used only in a peaceful nuclear activity; and
 - (ii) That during the period of non-application of safeguards the nuclear material will not be used for the production of nuclear weapons or other nuclear explosive devices;

(b) Yemen and the Agency shall make an arrangement so that, only while the nuclear material is in such an activity, the safeguards provided for in this Agreement will not be applied. The arrangement shall identify, to the extent possible, the period or circumstances during which safeguards will not be applied. In any event, the safeguards provided for in this Agreement shall apply again as soon as the nuclear material is reintroduced into a peaceful nuclear activity. The Agency shall be kept informed of the total quantity and composition of such unsafeguarded material in Yemen and of any export of such material; and

(c) Each arrangement shall be made in agreement with the Agency. Such agreement shall be given as promptly as possible and shall relate only to such matters as, inter alia, temporal and procedural provisions and reporting arrangements, but shall not involve any approval or classified knowledge of the military activity or relate to the use of the nuclear material therein.

FINANCE

Article 15

Yemen and the Agency will bear the expenses incurred by them in implementing their respective responsibilities under this Agreement. However, if Yemen 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.

THIRD-PARTY LIABILITY FOR NUCLEAR DAMAGE

Article 16

Yemen 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 Yemen.

INTERNATIONAL RESPONSIBILITY

Article 17

Any claim by Yemen against the Agency or by the Agency against Yemen 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.

MEASURES IN RELATION TO VERIFICATION OF NON-DIVERSION

Article 18

If the Board, upon report of the Director General, decides that an action by Yemen 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 Yemen 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 Yemen every reasonable opportunity to furnish the Board with any necessary reassurance.

INTERPRETATION AND APPLICATION OF THE AGREEMENT AND SETTLEMENT OF DISPUTES

Article 20

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

Article 21

Yemen 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 Yemen 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 Yemen and the Agency shall, at the request of either, be submitted to an arbitral tribunal composed as follows: Yemen 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 Yemen or the Agency has not designated an arbitrator, either Yemen 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 Yemen and the Agency.

AMENDMENT OF THE AGREEMENT

Article 23

(a) Yemen and the Agency shall, at the request of either, consult each other on amendment to this Agreement.

(b) All amendments shall require the agreement of Yemen and the Agency.

(c) Amendments to this Agreement shall enter into force in the same conditions as entry into force of the Agreement itself.

(d) The Director General shall promptly inform all member States of the Agency of any amendment to this Agreement.

ENTRY INTO FORCE AND DURATION

Article 24

This Agreement shall enter into force on the date upon which the Agency receives from Yemen written notification that Yemen's statutory and constitutional requirements for entry into force have been met. The Director General shall promptly inform all member States of the Agency of the entry into force of this Agreement.

Article 25

This Agreement shall remain in force as long as Yemen is party to the Treaty.

PART II

INTRODUCTION

Article 26

The purpose of this part of the Agreement is to specify the procedures to be applied in the implementation of the safeguards provisions of Part I.

OBJECTIVE OF SAFEGUARDS

Article 27

The objective of the safeguards procedures set forth in this part of the Agreement is the timely detection of diversion of significant quantities of nuclear material from peaceful nuclear activities to the manufacture of nuclear weapons or of other nuclear explosive devices or for purposes unknown, and deterrence of such diversion by the risk of early detection.

Article 28

For the purpose of achieving the objective set forth in article 27, material accountancy shall be used as a safeguards measure of fundamental importance, with containment and surveillance as important complementary measures.

Article 29

The technical conclusion of the Agency's verification activities shall be a statement, in respect of each material balance area, of the amount of material unaccounted for over a specific period, and giving the limits of accuracy of the amounts stated.

NATIONAL SYSTEM OF ACCOUNTING FOR AND
CONTROL OF NUCLEAR MATERIAL

Article 30

Pursuant to article 7 the Agency, in carrying out its verification activities, shall make full use of Yemen's system of accounting for and control of all nuclear material subject to safeguards under this Agreement and shall avoid unnecessary duplication of Yemen's accounting and control activities.

Article 31

Yemen's system of accounting for and control of all nuclear material subject to safeguards under this Agreement shall be based on a structure

of material balance areas, and shall make provision, as appropriate and specified in the Subsidiary Arrangements, for the establishment of such measures as:

(a) A measurement system for the determination of the quantities of nuclear material received, produced, shipped, lost or otherwise removed from inventory, and the quantities on inventory;

(b) The evaluation of precision and accuracy of measurements and the estimation of measurement uncertainty;

(c) Procedures for identifying, reviewing and evaluating differences in shipper/receiver measurements;

(d) Procedures for taking a physical inventory;

(e) Procedures for the evaluation of accumulations of unmeasured inventory and unmeasured losses;

(f) A system of records and reports showing, for each material balance area, the inventory of nuclear material and the changes in that inventory including receipts into and transfers out of the material balance area;

(g) Provisions to ensure that the accounting procedures and arrangements are being operated correctly; and

(h) Procedures for the provision of reports to the Agency in accordance with articles 58-68.

STARTING POINT OF SAFEGUARDS

Article 32

Safeguards under this Agreement shall not apply to material in mining or ore processing activities.

Article 33

(a) When any material containing uranium or thorium which has not reached the stage of the nuclear fuel cycle described in paragraph (c) is directly or indirectly exported to a non-nuclear-weapon State, Yemen shall inform the Agency of its quantity, composition and destination, unless the material is exported for specifically non-nuclear purposes;

(b) When any material containing uranium or thorium which has not reached the stage of the nuclear fuel cycle described in paragraph (c) is imported, Yemen shall inform the Agency of its quantity and composition, unless the material is imported for specifically non-nuclear purposes; and

(c) When any nuclear material of a composition and purity suitable for fuel fabrication or for isotopic enrichment leaves the plant or the process stage in which it has been produced, or when such nuclear material, or any other nuclear material produced at a later stage in the nuclear fuel

cycle, is imported into Yemen, the nuclear material shall become subject to the other safeguards procedures specified in this Agreement.

TERMINATION OF SAFEGUARDS

Article 34

(a) Safeguards shall terminate on nuclear material subject to safeguards under this Agreement, under the conditions set forth in article 11. Where the conditions of that article are not met, but Yemen considers that the recovery of safeguarded nuclear material from residues is not for the time being practicable or desirable, Yemen and the Agency shall consult on the appropriate safeguards measures to be applied;

(b) Safeguards shall terminate on nuclear material subject to safeguards under this Agreement, under the conditions set forth in article 13, provided that Yemen and the Agency agree that such nuclear material is practicably irrecoverable.

EXEMPTIONS FROM SAFEGUARDS

Article 35

At the request of Yemen, the Agency shall exempt nuclear material from safeguards, as follows:

(a) Special fissionable material, when it is used in gram quantities or less as a sensing component in instruments;

(b) Nuclear material, when it is used in non-nuclear activities in accordance with article 13, if such nuclear material is recoverable; and

(c) Plutonium with an isotopic concentration of plutonium-238 exceeding 80 per cent.

Article 36

At the request of Yemen, the Agency shall exempt from safeguards nuclear material that would otherwise be subject to safeguards, provided that the total quantity of nuclear material which has been exempted in Yemen in accordance with this article may not at any time exceed:

(a) One kilogram in total of special fissionable material, which may consist of one or more of the following:

- (i) Plutonium;
- (ii) Uranium with an enrichment of 0.2 (20 per cent) and above, taken account of by multiplying its weight by its enrichment; and
- (iii) Uranium with an enrichment below 0.2 (20 per cent) and above that of natural uranium, taken account of by multiplying its weight by five times the square of its enrichment;

(b) Ten metric tons in total of natural uranium and depleted uranium with an enrichment above 0.005 (0.5 per cent);

(c) Twenty metric tons of depleted uranium with an enrichment of 0.005 (0.5 per cent) or below; and

(d) Twenty metric tons of thorium;

or such greater amounts as may be specified by the Board for uniform application.

Article 37

If exempted nuclear material is to be processed or stored together with nuclear material subject to safeguards under this Agreement, provision shall be made for the reapplication of safeguards thereto.

SUBSIDIARY ARRANGEMENTS

Article 38

Yemen and the Agency shall make Subsidiary Arrangements which shall specify in detail, to the extent necessary to permit the Agency to fulfil its responsibilities under this Agreement in an effective and efficient manner, how the procedures laid down in this Agreement are to be applied. The Subsidiary Arrangements may be extended or changed by agreement between Yemen and the Agency without amendment of this Agreement.

Article 39

The Subsidiary Arrangements shall enter into force at the same time as, or as soon as possible after, the entry into force of this Agreement. Yemen and the Agency shall make every effort to achieve their entry into force within ninety days of the entry into force of this Agreement; an extension of that period shall require agreement between Yemen and the Agency. Yemen shall provide the Agency promptly with the information required for completing the Subsidiary Arrangements. Upon the entry into force of this Agreement, the Agency shall have the right to apply the procedures laid down therein in respect of the nuclear material listed in the inventory provided for in article 40, even if the Subsidiary Arrangements have not yet entered into force.

INVENTORY

Article 40

On the basis of the initial report referred to in article 61, the Agency shall establish a unified inventory of all nuclear material in Yemen subject to safeguards under this Agreement, irrespective of its origin, and shall maintain this inventory on the basis of subsequent reports and of the results of its verification activities. Copies of the inventory shall be made available to Yemen at intervals to be agreed.

DESIGN INFORMATION

GENERAL PROVISIONS

Article 41

Pursuant to article 8, design information in respect of existing facilities shall be provided to the Agency during the discussion of the Subsidiary Arrangements. The time limits for the provision of design information in respect of the new facilities shall be specified in the Subsidiary Arrangements and such information shall be provided as early as possible before nuclear material is introduced into a new facility.

Article 42

The design information to be provided to the Agency shall include, in respect of each facility, when applicable:

(a) The identification of the facility, stating its general character, purpose, nominal capacity and geographic location, and the name and address to be used for routine business purposes;

(b) A description of the general arrangement of the facility with reference, to the extent feasible, to the form, location and flow of nuclear material and to the general layout of important items of equipment which use, produce or process nuclear material;

(c) A description of features of the facility relating to material accountancy, containment and surveillance; and

(d) A description of the existing and proposed procedures at the facility for nuclear material accountancy and control, with special reference to material balance areas established by the operator, measurements of flow and procedures for physical inventory taking.

Article 43

Other information relevant to the application of safeguards shall also be provided to the Agency in respect of each facility, in particular on organizational responsibility for material accountancy and control. Yemen shall provide the Agency with supplementary information on the health and safety procedures which the Agency shall observe and with which the inspectors shall comply at the facility.

Article 44

The Agency shall be provided with design information in respect of a modification relevant for safeguards purposes, for examination, and shall be informed of any change in the information provided to it under article 43, sufficiently in advance for the safeguards procedures to be adjusted when necessary.

Article 45

Purposes of examination of design information

The design information provided to the Agency shall be used for the following purposes:

(a) To identify the features of facilities and nuclear material relevant to the application of safeguards to nuclear material in sufficient detail to facilitate verification;

(b) To determine material balance areas to be used for Agency accounting purposes and to select those strategic points which are key measurement points and which will be used to determine flow and inventory of nuclear material; in determining such material balance areas the Agency shall, inter alia, use the following criteria:

- (i) The size of the material balance area shall be related to the accuracy with which the material balance can be established;
- (ii) In determining the material balance area, advantage shall be taken of any opportunity to use containment and surveillance to help ensure the completeness of flow measurements and thereby to simplify the application of safeguards and to concentrate measurement efforts at key measurement points;
- (iii) A number of material balance areas in use at a facility or at distinct sites may be combined in one material balance area to be used for Agency accounting purposes when the Agency determines that this is consistent with its verification requirements; and
- (iv) A special material balance area may be established at the request of Yemen around a process step involving commercially sensitive information;

(c) To establish the nominal timing and procedures for taking of physical inventory of nuclear material for Agency accounting purposes;

(d) To establish the records and reports requirements and records evaluation procedures;

(e) To establish requirements and procedures for verification of the quantity and location of nuclear material; and

(f) To select appropriate combinations of containment and surveillance methods and techniques and the strategic points at which they are to be applied.

The results of the examination of the design information shall be included in the Subsidiary Arrangements.

Article 46

Re-examination of design information

Design information shall be re-examined in the light of changes in operating conditions, of developments in safeguards technology or of ex-

perience in the application of verification procedures, with a view to modifying the action the Agency has taken pursuant to article 45.

Article 47

Verification of design information

The Agency, in cooperation with Yemen, may send inspectors to facilities to verify the design information provided to the Agency pursuant to articles 41-44, for the purposes stated in article 45.

INFORMATION IN RESPECT OF NUCLEAR MATERIAL
OUTSIDE FACILITIES

Article 48

The Agency shall be provided with the following information when nuclear material is to be customarily used outside facilities, as applicable:

(a) A general description of the use of the nuclear material, its geographic location, and the user's name and address for routine business purposes; and

(b) A general description of the existing and proposed procedures for nuclear material accountancy and control, including organizational responsibility for material accountancy and control.

The Agency shall be informed, on a timely basis, of any change in the information provided to it under this article.

Article 49

The information provided to the Agency pursuant to article 48 may be used, to the extent relevant, for the purposes set out in article 45 (b)-(f).

RECORDS SYSTEM
GENERAL PROVISIONS

Article 50

In establishing its system of materials control as referred to in article 7, Yemen shall arrange that records are kept in respect of each material balance area. The records to be kept shall be described in the Subsidiary Arrangements.

Article 51

Yemen shall make arrangements to facilitate the examination of records by inspectors, particularly if the records are not kept in Arabic, English, French, Russian or Spanish.

Article 52

Records shall be retained for at least five years.

Article 53

Records shall consist, as appropriate, of:

- (a) Accounting records of all nuclear material subject to safeguards under this Agreement; and
- (b) Operating records for facilities containing such nuclear material.

Article 54

The system of measurements on which the records used for the preparation of reports are based shall either conform to the latest international standards or be equivalent in quality to such standards.

ACCOUNTING RECORDS

Article 55

The accounting records shall set forth the following in respect of each material balance area:

- (a) All inventory changes, so as to permit a determination of the book inventory at any time;
- (b) All measurement results that are used for determination of the physical inventory; and
- (c) All adjustments and corrections that have been made in respect of inventory changes, book inventories and physical inventories.

Article 56

For all inventory changes and physical inventories the records shall show, in respect of each batch of nuclear material: material identification, batch data and source data. The records shall account for uranium, thorium and plutonium separately in each batch of nuclear material. For each inventory change, the date of the inventory change and, when appropriate, the originating material balance area and the receiving material balance area or the recipient, shall be indicated.

OPERATING RECORDS

Article 57

The operating records shall set forth, as appropriate, in respect of each material balance area:

- Those operating data which are used to establish changes in the quantities and composition of nuclear material;
- The data obtained from the calibration of tanks and instruments and from sampling and analyses, the procedures to control the quality of measurements and the derived estimates of random and systematic error;
- A description of the sequence of the actions taken in preparing for, and in taking, a physical inventory, in order to ensure that it is correct and complete; and

- A description of the actions taken in order to ascertain the cause and magnitude of any accidental or unmeasured loss that might occur.

REPORTS SYSTEM

GENERAL PROVISIONS

Article 58

Yemen shall provide the Agency with reports as detailed in articles 59-68 in respect of nuclear material subject to safeguards under this Agreement.

Article 59

Reports shall be made in Arabic, English, French, Russian or Spanish, except as otherwise specified in the Subsidiary Arrangements.

Article 60

Reports shall be based on the records kept in accordance with articles 50-57 and shall consist, as appropriate, of accounting reports and special reports.

ACCOUNTING REPORTS

Article 61

The Agency shall be provided with an initial report on all nuclear material subject to safeguards under this Agreement. The initial report shall be dispatched by Yemen to the Agency within thirty days of the last day of the calendar month in which this Agreement enters into force, and shall reflect the situation as of the last day of that month.

Article 62

Yemen shall provide the Agency with the following accounting reports for each material balance area:

- Inventory change reports showing all changes in the inventory of nuclear material. The reports shall be dispatched as soon as possible and in any event within thirty days after the end of the month in which the inventory changes occurred or were established; and
- Material balance reports showing the material balance based on a physical inventory of nuclear material actually present in the material balance area. The reports shall be dispatched as soon as possible and in any event within thirty days after the physical inventory has been taken.

The reports shall be based on data available as of the date of reporting and may be corrected at a later date, as required.

Article 63

Inventory change reports shall specify identification and batch data for each batch of nuclear material, the date of the inventory change and, as appropriate, the originating material balance area and the receiving material balance area or the recipient. These reports shall be accompanied by concise notes:

- Explaining the inventory changes, on the basis of the operating data contained in the operating records provided for under article 57 (a); and
- Describing, as specified in the Subsidiary Arrangements, the anticipated operational programme, particularly the taking of a physical inventory.

Article 64

Yemen shall report each inventory change, adjustment and correction, either periodically in a consolidated list or individually. Inventory changes shall be reported in terms of batches. As specified in the Subsidiary Arrangements, small changes in inventory of nuclear material, such as transfers of analytical samples, may be combined in one batch and reported as one inventory change.

Article 65

The Agency shall provide Yemen with semi-annual statements of book inventory of nuclear material subject to safeguards under this Agreement, for each material balance area, as based on the inventory change reports for the period covered by each such statement.

Article 66

Material balance reports shall include the following entries, unless otherwise agreed by Yemen and the Agency:

- (a) Beginning physical inventory;
- (b) Inventory changes (first increases, then decreases);
- (c) Ending book inventory;
- (d) Shipper/receiver differences;
- (e) Adjusted ending book inventory;
- (f) Ending physical inventory; and
- (g) Material unaccounted for.

A statement of the physical inventory, listing all batches separately and specifying material identification and batch data for each batch, shall be attached to each material balance report.

SPECIAL REPORTS

Article 67

Yemen shall make special reports without delay:

(a) If any unusual incident or circumstances lead Yemen to believe that there is or may have been loss of nuclear material that exceeds the limits specified for this purpose in the Subsidiary Arrangements; or

(b) If the containment has unexpectedly changed from that specified in the Subsidiary Arrangements to the extent that unauthorized removal of nuclear material has become possible.

AMPLIFICATION AND CLARIFICATION OF REPORTS

Article 68

If the Agency so requests, Yemen shall provide it with amplifications or clarifications of any report, insofar as relevant for the purpose of safeguards.

INSPECTIONS

GENERAL PROVISIONS

Article 69

The Agency shall have the right to make inspections as provided for in articles 70-81.

PURPOSES OF INSPECTIONS

Article 70

The Agency may make ad hoc inspections in order to:

(a) Verify the information contained in the initial report on the nuclear material subject to safeguards under this Agreement;

(b) Identify and verify changes in the situation which have occurred since the date of the initial report; and

(c) Identify, and if possible verify the quantity and composition of, nuclear material in accordance with articles 92 and 95, before its transfer out of or upon its transfer into Yemen.

Article 71

The Agency may make routine inspections in order to:

(a) Verify that reports are consistent with records;

(b) Verify the location, identity, quantity and composition of all nuclear material subject to safeguards under this Agreement; and

(c) Verify information on the possible causes of material unaccounted for, shipper/receiver differences and uncertainties in the book inventory.

Article 72

Subject to the procedures laid down in article 76, the Agency may make special inspections:

- (a) In order to verify the information contained in special reports; or
- (b) If the Agency considers that information made available by Yemen, including explanations from Yemen and information obtained from routine inspections, is not adequate for the Agency to fulfil its responsibilities under this Agreement.

An inspection shall be deemed to be special when it is either additional to the routine inspection effort provided for in articles 77-81 or involves access to information or locations in addition to the access specified in article 75 for ad hoc and routine inspections, or both.

SCOPE OF INSPECTIONS

Article 73

For the purposes specified in articles 70-72, the Agency may:

- (a) Examine the records kept pursuant to articles 50-57;
- (b) Make independent measurements of all nuclear material subject to safeguards under this Agreement;
- (c) Verify the functioning and calibration of instruments and other measuring and control equipment;
- (d) Apply and make use of surveillance and containment measures; and
- (e) Use other objective methods which have been demonstrated to be technically feasible.

Article 74

Within the scope of article 73, the Agency shall be enabled:

- (a) To observe that samples at key measurement points for material balance accountancy are taken in accordance with procedures which produce representative samples, to observe the treatment and analysis of the samples and to obtain duplicates of such samples;
- (b) To observe that the measurements of nuclear material at key measurement points for material balance accountancy are representative, and to observe the calibration of the instruments and equipment involved;
- (c) To make arrangements with Yemen that, if necessary:
 - (i) Additional measurements are made and additional samples taken for the Agency's use;
 - (ii) The Agency's standard analytical samples are analysed;

- (iii) Appropriate absolute standards are used in calibrating instruments and other equipment; and
- (iv) Other calibrations are carried out;
- (d) To arrange to use its own equipment for independent measurement and surveillance, and if so agreed and specified in the Subsidiary Arrangements to arrange to install such equipment;
- (e) To apply its seals and other identifying and tamper-indicating devices to containments, if so agreed and specified in the Subsidiary Arrangements; and
- (f) To make arrangements with Yemen for the shipping of samples taken for the Agency's use.

ACCESS FOR INSPECTIONS

Article 75

(a) For the purposes specified in article 70 (a) and (b) and until such time as the strategic points have been specified in the Subsidiary Arrangements, the Agency inspectors shall have access to any location where the initial report or any inspections carried out in connection with it indicate that nuclear material is present;

(b) For the purposes specified in article 70 (c) the inspectors shall have access to any location of which the Agency has been notified in accordance with articles 91 (d) (iii) or 94 (d) (iii);

(c) For the purposes specified in article 71 the inspectors shall have access only to the strategic points specified in the Subsidiary Arrangements and to the records maintained pursuant to articles 50-57; and

(d) In the event of Yemen concluding that any unusual circumstances require extended limitations on access by the Agency, Yemen and the Agency shall promptly make arrangements with a view to enabling the Agency to discharge its safeguards responsibilities in the light of these limitations. The Director General shall report each such arrangement to the Board.

Article 76

In circumstances which may lead to special inspections for the purposes specified in article 72, Yemen and the Agency shall consult forthwith. As a result of such consultations the Agency may:

(a) Make inspections in addition to the routine inspection effort provided for in articles 77-81; and

(b) Obtain access, in agreement with Yemen, to information or locations in addition to those specified in article 75. Any disagreement concerning the need for additional access shall be resolved in accordance

with articles 21 and 22; in case action by Yemen is essential and urgent, article 18 shall apply.

FREQUENCY AND INTENSITY OF ROUTINE INSPECTIONS

Article 77

The Agency shall keep the number, intensity and duration of routine inspections, applying optimum timing, to the minimum consistent with the effective implementation of the safeguards procedures set forth in this Agreement, and shall make the optimum and most economical use of inspection resources available to it.

Article 78

The Agency may carry out one routine inspection per year in respect of facilities and material balance areas outside facilities with a content or annual throughput, whichever is greater, of nuclear material not exceeding five effective kilograms.

Article 79

The number, intensity, duration, timing and mode of routine inspections in respect of facilities with a content or annual throughput of nuclear material exceeding five effective kilograms shall be determined on the basis that in the maximum or limiting case the inspection regime shall be no more intensive than is necessary and sufficient to maintain continuity of knowledge of the flow and inventory of nuclear material, and the maximum routine inspection effort in respect of such facilities shall be determined as follows:

(a) For reactors and sealed storage installations the maximum total of routine inspection per year shall be determined by allowing one sixth of a man-year of inspection for each such facility;

(b) For facilities, other than reactors or sealed storage installations, involving plutonium or uranium enriched to more than 5 per cent, the maximum total of routine inspection per year shall be determined by allowing for each such facility $30 \times \sqrt{E}$ man-days of inspection per year, where E is the inventory or annual throughput of nuclear material, whichever is greater, expressed in effective kilograms. The maximum established for any such facility shall not, however, be less than 1.5 man-years of inspection; and

(c) For facilities not covered by paragraphs (a) or (b), the maximum total of routine inspection per year shall be determined by allowing for each such facility one third of a man-year of inspection plus $0.4 \times E$ man-days of inspection per year, where E is the inventory or annual throughput of nuclear material, whichever is greater, expressed in effective kilograms.

Yemen and the Agency may agree to amend the figures for the maximum inspection effort specified in this article, upon determination by the Board that such amendment is reasonable.

Article 80

Subject to articles 77-79, the criteria to be used for determining the actual number, intensity, duration, timing and mode of routine inspections in respect of any facility shall include:

(a) *The form of nuclear material*, in particular, whether the nuclear material is in bulk form or contained in a number of separate items; its chemical composition and, in the case of uranium, whether it is of low or high enrichment; and its accessibility;

(b) *The effectiveness of Yemen's accounting and control system*, including the extent to which the operators of facilities are functionally independent of Yemen's accounting and control system; the extent to which the measures specified in article 31 have been implemented by Yemen; the promptness of reports provided to the Agency; their consistency with the Agency's independent verification; and the amount and accuracy of the material unaccounted for, as verified by the Agency;

(c) *Characteristics of Yemen's nuclear fuel cycle*, in particular, the number and types of facilities containing nuclear material subject to safeguards; the characteristics of such facilities relevant to safeguards, notably the degree of containment; the extent to which the design of such facilities facilitates verification of the flow and inventory of nuclear material; and the extent to which information from different material balance areas can be correlated;

(d) *International interdependence*, in particular, the extent to which nuclear material is received from or sent to other States for use or processing; any verification activities by the Agency in connection therewith; and the extent to which Yemen's nuclear activities are interrelated with those of other States; and

(e) *Technical developments in the field of safeguards*, including the use of statistical techniques and random sampling in evaluating the flow of nuclear material.

Article 81

Yemen and the Agency shall consult if Yemen considers that the inspection effort is being deployed with undue concentration on particular facilities.

NOTICE OF INSPECTIONS

Article 82

The Agency shall give advance notice to Yemen before arrival of inspectors at facilities or material balance areas outside facilities, as follows:

(a) For ad hoc inspections pursuant to article 70 (c), at least 24 hours; for those pursuant to article 70 (a) and (b) as well as the activities provided for in article 47, at least one week;

(b) For special inspections pursuant to article 72, as promptly as possible after Yemen and the Agency have consulted as provided for in article 76, it being understood that notification of arrival normally will constitute part of the consultations; and

(c) For routine inspections pursuant to article 71, at least 24 hours in respect of the facilities referred to in article 79 (b), airtight sealed storage installations containing plutonium or uranium enriched to more than 5 per cent, and one week in all other cases.

Such notice of inspections shall include the names of the inspectors and shall indicate the facilities and the material balance areas outside facilities to be visited and the periods during which they will be visited. If the inspectors are to arrive from outside Yemen, the Agency shall also give advance notice of the place and time of their arrival in Yemen.

Article 83

Notwithstanding the provisions of article 82, the Agency may, as a supplementary measure, carry out without advance notification a portion of the routine inspections pursuant to article 79 in accordance with the principle of random sampling. In performing any unannounced inspections, the Agency shall fully take into account any operational programme provided by Yemen pursuant to article 63 (b). Moreover, whenever practicable, and on the basis of the operational programme, it shall advise Yemen periodically of its general programme of announced and unannounced inspections, specifying the general periods when inspections are foreseen. In carrying out any unannounced inspections, the Agency shall make every effort to minimize any practical difficulties for Yemen and for facility operators, bearing in mind the relevant provisions of articles 43 and 88. Similarly, Yemen shall make every effort to facilitate the task of the inspectors.

DESIGNATION OF INSPECTORS

Article 84

The following procedures shall apply to the designation of inspectors:

(a) The Director General shall inform Yemen in writing of the name, qualifications, nationality, grade and such other particulars as may be relevant, of each Agency official he proposes for designation as an inspector for Yemen;

(b) Yemen shall inform the Director General within thirty days of the receipt of such a proposal whether it accepts the proposal;

(c) The Director General may designate each official who has been accepted by Yemen as one of the inspectors for Yemen, and shall inform Yemen of such designations; and

(d) The Director General, acting in response to a request by Yemen or on his own initiative, shall immediately inform Yemen of the withdrawal of the designation of any official as an inspector for Yemen.

However, in respect of inspectors needed for the activities provided for in article 47 and to carry out ad hoc inspections pursuant to article 70 (a) and (b), the designation procedures shall be completed if possible within thirty days after the entry into force of this Agreement. If such designation appears impossible within this time limit, inspectors for such purposes shall be designated on a temporary basis.

Article 85

Yemen shall grant or renew as quickly as possible appropriate visas, where required, for each inspector designated for Yemen.

CONDUCT AND VISITS OF INSPECTORS

Article 86

Inspectors, in exercising their functions under articles 47 and 70-74, shall carry out their activities in a manner designed to avoid hampering or delaying the construction, commissioning or operation of facilities, or affecting their safety. In particular, inspectors shall not operate any facility themselves or direct the staff of a facility to carry out any operation. If inspectors consider that in pursuance of articles 73 and 74, particular operations in a facility should be carried out by the operator, they shall make a request therefor.

Article 87

When inspectors require services available in Yemen, including the use of equipment, in connection with the performance of inspections, Yemen shall facilitate the procurement of such services and the use of such equipment by inspectors.

Article 88

Yemen shall have the right to have inspectors accompanied during their inspections by representatives of Yemen, provided that inspectors shall not thereby be delayed or otherwise impeded in the exercise of their functions.

STATEMENTS ON THE AGENCY'S VERIFICATION ACTIVITIES

Article 89

The Agency shall inform Yemen of:

(a) The results of inspections, at intervals to be specified in the Subsidiary Arrangements; and

(b) The conclusions it has drawn from its verification activities in Yemen, in particular by means of statements in respect of each material balance area, which shall be made as soon as possible after a physical inventory has been taken and verified by the Agency and a material balance has been struck.

INTERNATIONAL TRANSFERS

GENERAL PROVISIONS

Article 90

Nuclear material subject or required to be subject to safeguards under this Agreement which is transferred internationally shall, for purposes of this Agreement, be regarded as being the responsibility of Yemen:

(a) In the case of import into Yemen, from the time that such responsibility ceases to lie with the exporting State, and no later than the time at which the material reaches its destination; and

(b) In the case of export out of Yemen, up to the time at which the recipient State assumes such responsibility, and no later than the time at which the nuclear material reaches its destination.

The point at which the transfer of responsibility will take place shall be determined in accordance with suitable arrangements to be made by the States concerned. Neither Yemen nor any other State shall be deemed to have such responsibility for nuclear material merely by reason of the fact that the nuclear material is in transit on or over its territory, or that it is being transported on a ship under its flag or in its aircraft.

TRANSFERS OUT OF YEMEN

Article 91

(a) Yemen shall notify the Agency of any intended transfer out of Yemen of nuclear material subject to safeguards under this Agreement if the shipment exceeds one effective kilogram, or if, within a period of three months, several separate shipments are to be made to the same State, each of less than one effective kilogram but the total of which exceeds one effective kilogram;

(b) Such notification shall be given to the Agency after the conclusion of the contractual arrangements leading to the transfer and normally at least two weeks before the nuclear material is to be prepared for shipping;

(c) Yemen and the Agency may agree on different procedures for advance notification;

(d) The notification shall specify:

(i) The identification and, if possible, the expected quantity and composition of the nuclear material to be transferred, and the material balance area from which it will come;

- (ii) The State for which the nuclear material is destined;
- (iii) The dates on and locations at which the nuclear material is to be prepared for shipping;
- (iv) The approximate dates of dispatch and arrival of the nuclear material; and
- (v) At what point of the transfer the recipient State will assume responsibility for the nuclear material for the purpose of this Agreement, and the probable date on which that point will be reached.

Article 92

The notification referred to in article 91 shall be such as to enable the Agency to make, if necessary, an ad hoc inspection to identify, and if possible verify the quantity and composition of, the nuclear material before it is transferred out of Yemen and, if the Agency so wishes or Yemen so requests, to affix seals to the nuclear material when it has been prepared for shipping. However, the transfer of the nuclear material shall not be delayed in any way by any action taken or contemplated by the Agency pursuant to such a notification.

Article 93

If the nuclear material will not be subject to Agency safeguards in the recipient State, Yemen shall make arrangements for the Agency to receive, within three months of the time when the recipient State accepts responsibility for the nuclear material from Yemen, confirmation by the recipient State of the transfer.

TRANSFERS INTO YEMEN

Article 94

(a) Yemen shall notify the Agency of any expected transfer into Yemen of nuclear material required to be subject to safeguards under this Agreement if the shipment exceeds one effective kilogram, or if, within a period of three months, several separate shipments are to be received from the same State, each of less than one effective kilogram but the total of which exceeds one effective kilogram;

(b) The Agency shall be notified as much in advance as possible of the expected arrival of the nuclear material, and, in any case, not later than the date on which Yemen assumes responsibility for the nuclear material;

(c) Yemen and the Agency may agree on different procedures for advance notification;

(d) The notification shall specify:

- (i) The identification and, if possible, the expected quantity and composition of the nuclear material;

- (ii) At what point of the transfer Yemen will assume responsibility for the nuclear material for the purpose of this Agreement, and the probable date on which that point will be reached; and
- (iii) The expected date of arrival, the location where, and the date on which, the nuclear material is intended to be unpacked.

Article 95

The notification referred to in article 94 shall be such as to enable the Agency to make, if necessary, an ad hoc inspection to identify, and if possible verify the quantity and composition of, the nuclear material at the time the consignment is unpacked. However, unpacking shall not be delayed by any action taken or contemplated by the Agency pursuant to such a notification.

SPECIAL REPORTS

Article 96

Yemen shall make a special report as envisaged in article 67 if any unusual incident or circumstances lead Yemen to believe that there is or may have been loss of nuclear material, including the occurrence of significant delay, during an international transfer.

DEFINITIONS

Article 97

For the purposes of this Agreement:

A. “adjustment” means an entry into an accounting record or a report showing a shipper/receiver difference or material unaccounted for;

B. “annual throughput” means, for the purposes of articles 78 and 79, the amount of nuclear material transferred annually out of a facility working at nominal capacity;

C. “batch” means a portion of nuclear material handled as a unit for accounting purposes at a key measurement point and for which the composition and quantity are defined by a single set of specifications or measurements. The nuclear material may be in bulk form or contained in a number of separate items;

D. “batch data” means the total weight of each element of nuclear material and, in the case of plutonium and uranium, the isotopic composition when appropriate. The units of account shall be as follows:

(a) Grams of contained plutonium;

(b) Grams of total uranium and grams of contained uranium-235 plus uranium-233 for uranium enriched in these isotopes; and

(c) Kilograms of contained thorium, natural uranium or depleted uranium.

For reporting purposes the weights of individual items in the batch shall be added together before rounding to the nearest unit;

E. “book inventory” of a material balance area means the algebraic sum of the most recent physical inventory of that material balance area and of all inventory changes that have occurred since that physical inventory was taken;

F. “correction” means an entry into an accounting record or a report to rectify an identified mistake or to reflect an improved measurement of a quantity previously entered into the record or report. Each correction must identify the entry to which it pertains;

G. “effective kilogram” means a special unit used in safeguarding nuclear material. The quantity in effective kilograms is obtained by taking:

(a) For plutonium, its weight in kilograms;

(b) For uranium with an equivalent of 0.01 (1 per cent) and above, its weight in kilograms multiplied by the square of its enrichment;

(c) For uranium with an enrichment below 0.01 (1 per cent) and above 0.005 (0.5 per cent), its weight in kilograms multiplied by 0.0001; and

(d) For depleted uranium with an enrichment of 0.005 (0.5 per cent) or below, and for thorium, its weight in kilograms multiplied by 0.00005;

H. “enrichment” means the ratio of the combined weight of the isotopes uranium-233 and uranium-235 to that of the total uranium in question;

I. “facility” means:

(a) A reactor, a critical facility, a conversion plant, a fabrication plant, a reprocessing plant, an isotope separation plant or a separate storage installation; or

(b) Any location where nuclear material in amounts greater than one effective kilogram is customarily used;

J. “inventory change” means an increase or decrease, in terms of batches, of nuclear material in a material balance area; such a change shall involve one of the following:

(a) Increases:

(i) Import;

(ii) Domestic receipt: receipts from other material balance areas, receipts from a non-safeguarded (non-peaceful) activity or receipts at the starting point of safeguards;

(iii) Nuclear production: production of special fissionable material in a reactor; and

- (iv) De-exemption: reapplication of safeguards on nuclear material previously exempted therefrom on account of its use or quantity;
- (b) Decreases:
 - (i) Export;
 - (ii) Domestic shipment: shipments to other material balance areas or shipments for a non-safeguarded (non-peaceful) activity;
 - (iii) Nuclear loss: loss of nuclear material due to its transformation into other elements(s) or isotope(s) as a result of nuclear reactions;
 - (iv) Measured discard: nuclear material which has been measured, or estimated on the basis of measurements, and disposed of in such a way that it is not suitable for further nuclear use;
 - (v) Retained waste: nuclear material generated from processing or from an operational accident, which is deemed to be unrecoverable for the time being but which is stored;
 - (vi) Exemption: exemption of nuclear material from safeguards on account of its use or quantity; and
 - (vii) Other loss: for example, accidental loss (that is, irretrievable and inadvertent loss of nuclear material as the result of an operational accident) or theft;

K. “key measurement point” means a location where nuclear material appears in such a form that it may be measured to determine material flow or inventory. Key measurement points thus include, but are not limited to, the inputs and outputs (including measured discards) and storages in material balance areas;

L. “man-year of inspection” means, for the purposes of article 79, 300 man-days of inspection, a man-day being a day during which a single inspector has access to a facility at any time for a total of not more than eight hours;

M. “material balance area” means an area in or outside of a facility such that:

(a) The quantity of nuclear material in each transfer into or out of each material balance area can be determined; and

(b) The physical inventory of nuclear material in each material balance area can be determined when necessary, in accordance with specified procedures,

in order that the material balance for Agency safeguards purposes can be established;

N. “material unaccounted for” means the difference between book inventory and physical inventory;

O. “nuclear material” means any source or any special fissionable material as defined in article XX of the Statute. The term source material shall not be interpreted as applying to ore or ore residue. Any determination by the Board under article XX of the Statute after the entry into force of this Agreement which adds to the materials considered to be source material or special fissionable material shall have effect under this Agreement only upon acceptance by Yemen;

P. “physical inventory” means the sum of all the measured or derived estimates of batch quantities of nuclear material on hand at a given time within a material balance area, obtained in accordance with specified procedures;

Q. “shipper/receiver difference” means the difference between the quantity of nuclear material in a batch as stated by the shipping material balance area and as measured at the receiving material balance area;

R. “source data” means those data, recorded during measurement or calibration or used to derive empirical relationships, which identify nuclear material and provide batch data. Source data may include, for example, weight of compounds, conversion factors to determine weight of element, specific gravity, element concentration, isotopic ratios, relationship between volume and manometer readings and relationship between plutonium produced and power generated;

S. “strategic point” means a location selected during examination of design information where, under normal conditions and when combined with the information from all strategic points taken together, the information necessary and sufficient for the implementation of safeguards measures is obtained and verified; a strategic point may include any location where key measurements related to material balance accountability are made and where containment and surveillance measures are executed.

DONE at Vienna, on the 21st day of September 2000, in duplicate, in the Arabic and English languages, both texts being equally authentic.

For the Republic of Yemen:
[Signature]
Moustapha Yahya BAHRAN
*Presidential Adviser for Science
and Technology*
*Chairman of the National Atomic
Energy Commission*

*For the International Atomic
Energy Agency:*
[Signature]
Mohamed ELBARADEI
Director General

PROTOCOL

The Republic of Yemen (hereinafter referred to as “Yemen”) and the International Atomic Energy Agency (hereinafter referred to as “the Agency”) have agreed as follows:

I. (1) Until such time as Yemen has, in peaceful nuclear activities within its territory or under its jurisdiction or control anywhere,

(a) Nuclear material in quantities exceeding the limits stated, for the type of material in question, in article 36 of the Agreement between Yemen and the Agency for the Application of Safeguards in Connection with the Treaty on the Non-Proliferation of Nuclear Weapons (hereinafter referred to as “the Agreement”), or

(b) Nuclear material in a facility as defined in the Definitions, the implementation of the provisions of Part II of the Agreement shall be held in abeyance, with the exception of articles 32, 33, 38, 41 and 90.

(2) The information to be reported pursuant to paragraphs (a) and (b) of article 33 of the Agreement may be consolidated and submitted in an annual report; similarly, an annual report shall be submitted, if applicable, with respect to the import and export of nuclear material described in paragraph (c) of article 33.

(3) In order to enable the timely conclusion of the Subsidiary Arrangements provided for in article 38 of the Agreement, Yemen shall notify the Agency sufficiently in advance of its having nuclear material in peaceful nuclear activities within its territory or under its jurisdiction or control anywhere in quantities that exceed the limits or six months before nuclear material is to be introduced into a facility, as referred to in section (1) hereof, whichever occurs first.

II. This Protocol shall be signed by the representatives of Yemen and the Agency and shall enter into force on the same date as the Agreement.

DONE at Vienna, on the 21st day of September 2000, in duplicate, in the Arabic and English languages, both texts being equally authentic.

For the Republic of Yemen:

[Signature]

Moustapha Yahya BAHRAN

*Presidential Adviser for Science
and Technology*

*Chairman of the National Atomic
Energy Commission*

For the International Atomic

Energy Agency:

[Signature]

Mohamed ELBARADEI
Director General

NOTES

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

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

³ For the list of those States, see *Multilateral Treaties Deposited with the Secretary-General of the United Nations: Status as at 31 December 2002* (United Nations publication, Sales No. E.03.V.3).

⁴ Came into force on 9 January 2002.

⁵ Came into force on 25 January 2002.

⁶ The annexes are not included.

- ⁷ Came into force on 11 April 2002.
- ⁸ Came into force on 19 February 2002.
- ⁹ Came into force provisionally on 25 February 2002 by signature.
- ¹⁰ The annexes are not included.
- ¹¹ Came into force on 22 March 2002.
- ¹² Came into force on 11 April 2002.
- ¹³ Came into force on 18 April 2002.
- ¹⁴ Came into force on 30 April 2002.
- ¹⁵ The annex is not included.
- ¹⁶ Came into force on 3 May 2002.
- ¹⁷ Came into force on 14 May 2002.
- ¹⁸ The annexes are not included.
- ¹⁹ Came into force on 15 May 2002.
- ²⁰ Came into force on 20 May 2002.
- ²¹ Came into force from 20 May 2002 until 30 June 2004.
- ²² Came into force on 17 July 2002.
- ²³ Came into force on 9 August 2002.
- ²⁴ The annexes are not included.
- ²⁵ Came into force on 15 October 2002.
- ²⁶ Came into force on 13 November 2002.
- ²⁷ Came into force on 2 December 2002.
- ²⁸ Came into force on 19 December 2002.
- ²⁹ United Nations, *Treaty Series*, vol. 33, p. 261.
- ³⁰ For the complete list of States, see *Multilateral Treaties Deposited with the Secretary-General of the United Nations: Status as at 31 December 2002* (United Nations publication, Sales No. E.03.V.3).
- ³¹ Came into force on 1 January 2002.
- ³² The appendix is not included.
- ³³ The plan is not included.
- ³⁴ The annex is not included.
- ³⁵ ILO, *Official Bulletin*, 2002, vol. LXXXV, Series A, No. 1, p. 29; English, French, Spanish.
- ³⁶ For entry into force, see art. VIII, para. 1.
- ³⁷ Came into force on 15 March 2002.
- ³⁸ Came into force on 24 June 2002.
- ³⁹ Came into force on 20 May 2002.
- ⁴⁰ Came into force on 14 August 2002.